

City Council Meeting Agenda



January 14, 2025

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Amendment No. 1 - 01/10/25 - Agenda Item 9B

Mayor

Amy Bublak

Council Members

Kevin Bixel

Cassandra Abram

Rebecka Monez*

Erika Phillips

City Manager

Reagan M. Wilson

City Clerk

Nichole Fiez

City Attorney

George A. Petrulakis

*via telephone at 700 East
Central Texas Expressway,
Killeen, TX 76541

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

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

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

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item. Members of the public will be allowed three (3) minutes for comments.

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

1. **CALL TO ORDER**
2. **SALUTE TO THE FLAG**
3. **ROLL CALL AND DECLARATION OF CONFLICTS**
4. **APPROVAL OF AGENDA AS POSTED OR AMENDED**

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REGULAR MEETING AGENDA
Tuesday, January 14, 2025**

Next City Council Resolution: 2025-001

Next Ordinance: 1325-CS

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.

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

- A. Presentation: Carnegie Arts Center 2022-2023 Annual Report (McDermott)
- B. Appointment: Appointing members of the City Council to the Boards, Commissions, and Committees for 2025 as listed in the agenda item
- C. Appointment: Appointing the Vice Mayor
- D. Presentation: Design-Build Institute of America (DBIA) National Award of Merit Recipient for the Regional Surface Water Supply Project (Fisher)

6. PUBLIC PARTICIPATION

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

7. CONSENT CALENDAR

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

- A. Motion: Accepting the Weekly demands of November 27, 2024 through December 5, 2025 in the amount of \$1,702,879.51, December 6, 2024 through December 12, 2024 in the amount of \$1,516,687.15, December 13, 2024 through December 19, 2024 in the amount of \$8,196,986.78, December 20, 2024 through January 2, 2025 in the amount of \$63,022.10, Payroll EFT September 2024 in the amount of \$2,000,820.41, AP EFT October 2024 in the amount of \$476,513.88, and the Investment and Cash Report for November 2024 in the amount of \$275,816,035.00
- B. Motion: Accepting the Minutes of the December 10, 2024 Joint City Council, Public Financing Authority, and Successor Agency to the Turlock Redevelopment Agency meeting
- C. Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title

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- D. Resolution 2025-XXX: Approving Amendment No. 2 to an agreement with Jarvis Fay LLP (City Contract 2024-119) for special counsel services in the amount of \$250,000, bringing the revised contract total to \$350,000, to be funded by various general ledger accounts to be determined relative to the services provided (Fisher)
- E. Motion: Rejecting all bids submitted for City Project No. 23-057 "Monte Vista Bike Lane Improvements Near CSUS" (Morris)
- F. Resolution 2025-XXX: Rescinding Resolution No. 2023-070 and adopting an updated approval policy consistent with the City's department reorganization to be applied to Contract Change Orders for the construction of public projects (Fisher)
- G. Resolution 2025-XXX: Approving ten (10) agreements in a form approved by the City Attorney for On-Call Engineering and Surveying Services for RFQ No. 24-015, "RFQ for On-Call Agreements for Engineering and Surveying Services" for three-year terms in amounts not to exceed \$300,000 per agreement to be funded by various general ledger accounts to be determined relative to the various capital projects requiring these services (Morris)
- H. Motion: Terminating the emergency determination made by the City Manager in response to the inoperative computer room air conditioning units at the Public Safety Facility pursuant to Public Contract Code 22050(c)(3) (Fisher)
- I. Resolution 2025-XXX: Rescinding Resolution No. 2022-088 and adopting a new resolution authorizing the City Manager, Deputy City Manager, and Municipal Services Director to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway Administration or any other federally-funded or state-funded projects, and authorizing the City Engineer to sign these documents for projects whose grant applications have previously been submitted by a duly authorized signatory (Fisher)
- J. Motion: Authorizing staff to proceed with the advertisement for construction bids for City Project No. 21-003 "Fulkerth Road Widening" (Morris)
- K. Resolution 2025-XXX: Amending the FY 2024-25 municipal budget within Fund 450 "SRWA" by reducing account number 450-53-550.43314 - Contract Help - Service by \$45,600 and increasing account number 450-53-550.51020 - Equipment Replacement by \$45,600 and approving the purchase of one (1) CAT Compact Track Loader from Holt of California pursuant to the Sourcwell Contract No. 020223-CAT, in an amount not to exceed \$130,523.67, in accordance with Turlock Municipal Code Section 2-7-08(b)(5) allowing use of joint, cooperative, or leveraged purchasing plans and not requiring an additional City bid procedure (Estrada)
- L. Motion: Accepting improvements for City Project No. 20-002 "Southwest Quadrant Road Rehabilitation" and authorizing the City Engineer to file a Notice of Completion (Morris)
- M. Resolution 2025-XXX: Authorizing the submittal of a grant application to the State Water Resources Control Board for the treatment of emerging contaminants in the City of Turlock's water distribution system and authorizing the Municipal Services Director or his/her designee to sign any and all necessary documents (Tejeda)
- N. Resolution 2025-XXX: Making certain findings and determinations in compliance with Section

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XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Fiscal Year 2024-2025 Appropriation Limit for the City of Turlock (Moreno)

- O. Resolution 2025-XXX: Approving Amendment No. 6 for Task Order 3A under the terms of the Master Agreement (City Contract No. 2023-109) with Mark Thomas & Company, Inc. (Sacramento, California office) for Engineering Design Services for the City of Turlock's Roads Initiative Program in the amount of \$178,940.00 to be funded by Fund 115 "Measure A – Roads" under City Project No. 23-067 "Mark Thomas Task Order No. 3A for Roads Program CIP Projects" (Pezeshk)

8. FINAL READINGS

9. PUBLIC HEARINGS

- A. Authorizing the submittal of the application to the Department of Housing and Community Development (HCD) amending the 5-year plan for the Permanent Local Housing Allocation (PLHA) Program for the allocation years 2020-2023 and authorizing the City Manager or designee to execute all related necessary documents; Approving the increase of budget appropriations in account 260-41-494_47220-PLHA - Administration in the amount of \$24,080, increase appropriations in account 260-41-494_47224-PLHA Acquisition and Rehab of Affordable Rental Housing in the amount of \$193,000, increase appropriations in account 260-41-494_47210_005-PLHA Housing Program Services-Housing Rehabilitation Loan in the amount of \$71,530, and increase appropriations in account 460-41-494_47210_003-Housing Program Services-First Time Home Buyers loan in the amount of \$193,000 for a total of \$481,610 for PLHA allocation year 2020 (Figueroa)

Recommended Action:

Resolution 2025-XXX: Authorizing the submittal of the application to the Department of Housing and Community Development (HCD) amending the 5-year plan for the Permanent Local Housing Allocation (PLHA) Program for the allocation years 2020-2023 and authorizing the City Manager or designee to execute all related necessary documents.

Resolution 2025-XXX: Approving the increase of budget appropriations in account 260-41-494_47220-PLHA - Administration in the amount of \$24,080, increase appropriations in account 260-41-494_47224-PLHA Acquisition and Rehab of Affordable Rental Housing in the amount of \$193,000, increase appropriations in account 260-41-494_47210_005-PLHA Housing Program Services-Housing Rehabilitation Loan in the amount of \$71,530, and increase appropriations in account 460-41-494_47210_003-Housing Program Services-First Time Home Buyers loan in the amount of \$193,000 for a total of \$481,610 for PLHA allocation year 2020.

- B. Approve an amended and restated promissory note, first amendment to a loan agreement with forgivable terms, a modification to the deed of trust and first amendment to the regulatory agreement in a form approved by the city attorney, between the City of Turlock and Turlock Gospel Mission, a 501(c)(3) non-profit organization, for the rehabilitation of the real property located at 432 S. Broadway, Turlock, (APN #043-049-032-000) in the total amount of \$491,053, to be funded in the amount of \$91,053 from fund 257 "state home fund" account 257-41-491.47212 "homeless assistance projects" and \$400,000 from fund 255 "cdbg" account 255-41-485.47210_006 "housing program services programs public improvements" subject to the terms and conditions as outlined in Attachment A, and authorizing the city

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manager to execute all related and necessary documents (Werner)

Recommended Action: Resolution 2025-XXX: Approve an amended and restated promissory note, first amendment to a loan agreement with forgivable terms, a modification to the deed of trust and first amendment to the regulatory agreement in a form approved by the city attorney, between the City of Turlock and Turlock Gospel Mission, a 501(c)(3) non-profit organization, for the rehabilitation of the real property located at 432 S. Broadway, Turlock, (APN #043-049-032-000) in the total amount of \$491,053, to be funded in the amount of \$91,053 from fund 257 "state home fund" account 257-41-491.47212 "homeless assistance projects" and \$400,000 from fund 255 "cdbg" account 255-41-485.47210_006 "housing program services programs public improvements" subject to the terms and conditions as outlined in Attachment A, and authorizing the city manager to execute all related and necessary documents

- C. Introduction and first reading of an Ordinance approving a Development Agreement between the City of Turlock and Turlock Marketplace LLC, relating to a proposed new shopping center located at 1885 Countryside Drive, 2712 W. Tuolumne Road, and 2630 W. Tuolumne Road, Turlock, California, Stanislaus County Assessor's Parcel Numbers 088-016-001, 088-010-02, and 088-018-052. (Werner)

Recommended Action: Ordinance 13XX-CS: Approving a Development Agreement between the City of Turlock and Turlock Marketplace LLC, relating to a proposed new shopping center located at 1885 Countryside Drive, 2712 W. Tuolumne Road, and 2630 W. Tuolumne Road, Turlock, California, Stanislaus County Assessor's Parcel Numbers 088-016-001, 088-010-02, and 088-018-052.

10. ACTION ITEMS

11. 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. Monthly Department Reports

12. COUNCILMEMBER COMMENTS AND ANNOUNCEMENTS

13. COUNCIL ITEMS FOR FUTURE CONSIDERATION

14. 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: City Manager Reagan Wilson

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Employee Organization: Turlock Firefighters Association-Local 2434

Employee Organization: Turlock Management Association-Public Safety

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

15. REPORTS FROM CLOSED SESSION

16. ADJOURNMENT



CARNEGIE ARTS CENTER

Annual Report 2023-24

Presented to the Turlock City Manager 11/01/2024

BOARD OF DIRECTORS (2023-24)

Juliene Flanders, President
Shariel Badal, Vice President
Matt Cranford, Secretary
Trudia Pauley, Treasurer
Roxanne Azevedo
Michael Balerite
Jeani Ferrari
Emily Fleischmann
Ben Sivils
Myrna Wachs
Forrest White



MISSION STATEMENT

The Carnegie Arts Center is a regional gathering place for vibrant engagement with the arts. We educate and inspire through entertaining programs and exhibitions, contributing to our community.

ADMINISTRATION

Lisa McDermott, Executive Director
Melissa Gomes, Assistant Director for Events & Facilities
Megan Hennes, Assistant Director for Education & Engagement
Part Time Staff
Randee Miek, Weekend Supervisor/Event Support Staff
Jazmin Ramires, Bookkeeper/Office Manager
Nic Webber, Preparator & Web Designer
Charles Wick, Weekend Supervisor/Event Support Staff



2023-24 Season Sponsors

PLATINUM

John and Jeani
FERRARI FAMILY
FOUNDATION

GOLD



SILVER

Gemperle Family Farms
John Miles & Priscilla Peters
Trudia Pauley

FAMILY FRIDAYS

Garton Tractor

DOWNTOWN BANNERS

CSU Stanislaus
Robic Refrigeration
Turlock Lions Club

ANNUAL BLOCK PARTY

City of Turlock

BRONZE

Acme Electric
Braden Farms
Chella Gonsalves
Lancaster Painting
Morgan Stanley/Kelly McMurray,
Financial Advisor
Paul's Paint Company
Turlock Irrigation District
Wahl, Willemse, Wilson, CPA

PROMOTERS

Crinklaw Fine Arts
Mocse Credit Union
Monte Vista Optometry
Oak Valley Community Bank
Wilkey Industries

2023-24 PARTICIPATION STATISTICS

EXHIBITIONS:

5,293

Visitors to **9** Ferrari & Lobby Gallery exhibitions: **3,636** (including in-gallery programs & events).

Students participating in gallery field trips: **1,657**.

64 programs & special events; **4,871** total event attendance.

45% of all events were for youth/families, accounting for **66%** of event participants.

PROGRAMS:

4,871

STUDENTS:

497

40 classes for youth and **20** classes for adults ran successfully; **322** youth enrollments; **175** adult enrollments.

66% of classes offered were for youth, accounting for **65%** of enrollment.

72 rental events; **39%** of rentals to non-profit, government, and school groups; est. total guests: **4,000** (not including Collaborative Groups).

RENTALS:

4,000+

MEMBERS:

493

Members include 8 Kid's Art Club, 7 Carnegie Circle, 12 Patron, 37 Benefactor, 183 Friend, 92 Family, 28 Individual, 24 Educators, 102 Senior. **36%** are Founding Members who have continued their membership since 2011.

Total Participants/Visitors: 14,500+

EXECUTIVE SUMMARY

A review of our 2023-24 Season shows continued excellence in our exhibitions, growing educational opportunities and collaborations, and significant steps toward a secure and vibrant future.

Three important grants were received this year. Once again, we were fortunate to receive funding from the **Boyett Make Dreams Real Fund**, allowing us to continue to increase field trip participation. Grant funds reduce or eliminate costs to schools for art supplies and school buses when they visit the CAC. We know from experience that once introduced to the quality of our program, schools are more likely to continue participating even if funding support is reduced.

The second grant came through the **Heartland Creative Corps**. The largest grant the CAC has received, these funds supported artists in creating a mural in the west side of Downtown Turlock. This came with a free community celebration, mural dedication, and car show. The second phase of the grant-funded project was the design and creation of a second mural inside the CAC's gallery as a collaboration with students from Roselawn High School. The mural was on view through the spring of 2024 as part of the retrospective exhibition of paintings by the muralist, Richard Gomez. And finally, grant funding was received to support the development of the CAC's first strategic plan. A copy of the new plan can be found on the CAC website. We are proud that our strategic objectives and goals center on the key elements of *Engagement, Collaboration, and Stewardship*.

Challenges continue with aging equipment in the facility; fire alarm systems, HVAC systems, lighting systems, and A/V equipment all need upgrades in hardware and software. Our maintenance reserve fund and community donations allow us to set a few priorities each year, but these necessary investments in the City-owned building do strain the non-profit's finances.

Now in our 14th year operating the CAC, the Carnegie Arts Center Foundation remains committed to providing the very best in the arts to our broad and diverse community. With increases in attendance for exhibitions, programs, and classes this year, we are confident that the next season will bring even more community engagement from every corner of our region.



Lisa McDermott, Executive Director

HIGHLIGHTS

- The **Memories & Inspirations** exhibition brought important and innovative works by African American artists to the Ferrari Gallery.
- **Heartland Creative Corps** funding brought an amazing mural to the Downtown and celebrated the muralist with an exhibition at the CAC.
- The third annual **CAC Street Banner Contest** received 166 entries and brought more colorful youth art to the Downtown.
- The third annual **Block Party** in June celebrated the CAC's role in the community with 700+ guests.
- Class enrollment for youth and adults **increased by 49%** over last year.



Memories & Inspirations, Fall 2023

EXHIBITIONS

JULY 2023 - JUNE 2024

John & Jeani Ferrari Gallery

Carnegie Art Showcase, July–August 2023

Memories & Inspirations: African American Art from the Davis Collection, September–December 2023

Turlock's West Side Story Mural Project, January 2024

Valley Focus: Richard Gomez Retrospective, February–May 2024

Ready, Set, Show! Youth Art Exhibition, June 2024

Hilmar Cheese Company Lobby Gallery

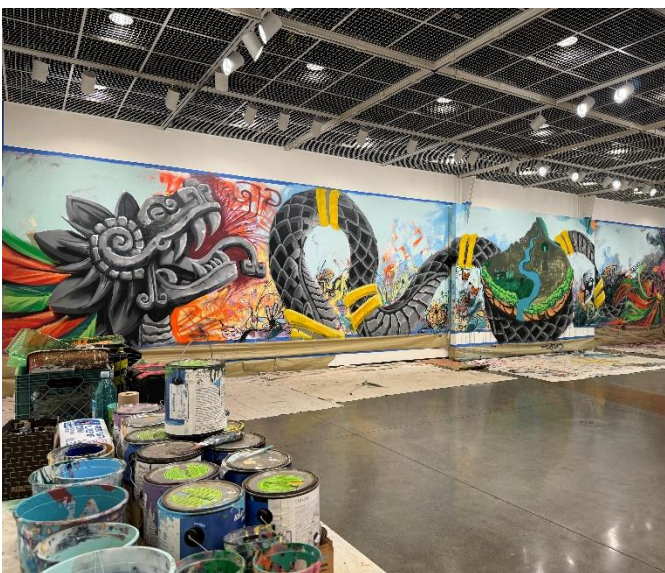
Yosemite Renaissance 38, August–October 2023

Telling Our Stories, October 2023–January 2024

Light Motifs, February–April 2024

Farms & Fields, May–July 2024

Total Number of Exhibitions: 9



Turlock's West Side Story Mural Project, Spring 2024

FIELD TRIPS

The *DiscoverArt* Field Trip program included visits to the *Memories & Inspiration* exhibition in fall 2023 and the *Valley Focus* exhibition in spring 2024. **1,657** students participated in gallery and art studio visits, representing schools from Atwater, Ceres, Denair, Empire, Hilmar, Merced, and Turlock. New materials for teachers have been added to each field trip curriculum package, and an increase in funding for outreach efforts has been received through a grant from the Boyett Foundation's *Make Dreams Real Fund*.



An additional **1,230** students from around the region attended LightBox Theatre Company performances in spring 2024.

Participants: 2,887 students



Ready, Set, Show! Youth Art Exhibition, Spring 2023



Family Friday, Say Yes to the Mess!

PROGRAMS

For Youth & Families

Events with creative activities for the whole family have been a mainstay at the CAC since 2011.

Family Fridays, which are free to the public, often include partnering with regional arts and culture groups, allowing us to present a wide variety of themes and art forms. In



2023-24 we partnered with LightBox Theatre Company, the Great Valley Museum at MJC, and the Modesto-Stanislaus Poetry Center. All 2023-24 events were sponsored by Garton Tractor. **Participants: 406**

Saturday Studio is a drop-in arts & crafts activity held on the fourth Saturday of each month. This new program was introduced last year. Participation has been steadily growing, and families with children of all ages routinely attend. The nominal fee generally covers the cost of supplies. **Participants: 256**



International Music Concert

For Adults

Arts Lectures & Gallery Talks take place during every major exhibition. As often as possible we invite the artists themselves to discuss their work. We also invite speakers on related topics to give lectures, or we host a *Conversation with the Curator* for a “behind the scenes” look at how our exhibits come together. **Participants: 166**

Art Chat Happy Hour was added to the monthly schedule in 2022. This program takes place on the third Tuesday of each month and is a free forum for exploring ideas and topics in the arts. Moderated by CAC staff, recent discussion topics have included public art and murals, portraits and power, when art becomes icon, and more. **Participants: 103**

The International Music Concert is the most recent addition to the programs we offer. Funded by a major gift from the Ralph Shabazian Trust, we can present a concert of international music each year. The inaugural concert in this new series featured a group playing Armenian folk music. The Kef Time Legacy Band, with musicians from Fresno, the Midwest and the east coast, performed an exceptional concert in February. The audience—which clearly had some members with Armenian roots—danced, clapped and even sang along on a few familiar tunes. We also learned about the unique instruments and traditions of Armenian music. **Participants: 52**



2024 Block Party



2023 Downtown Mural dedication



2023 Downtown Banner contest

SPECIAL EVENTS

The variety of special events presented reflects the CAC's interest in broadening the perception of the arts for our audiences.

The annual **Artisan Market** brings in more than 30 vendors with unique, handcrafted items for sale in November— this year welcoming over 250 guests for an evening of artful holiday shopping.

The third annual **Block Party** in June had over 700 visitors of all ages who enjoyed a variety of regional music, craft vendors, free children's activities, and free gallery admission. The 2024 Block Party was sponsored by the City of Turlock Community Events & Activities Fund.



One of the year's highlight events was the dedication of the new Downtown Turlock mural on South First Street. Over 200 attended the event which included a classic car show, performances by traditional dance groups, live music, and art activities. The mural project and event were funded with a grant from the Heartland Creative Corps.



Our third annual **Downtown Street Banner Contest** for youth celebrated Family as the theme. More than 160 entries were received and 20 were selected for reproduction as banners to hang throughout the Downtown. With Community engagement as a focus, the banner contest is an important new addition to our outreach. 2023-24 banners were sponsored by Turlock Lions Club, Robic Refrigeration, and CSU Stanislaus.



Events also include free public receptions celebrating the artists in all the season's exhibitions.

Participants: 2,546



2024 Valley Focus exhibition reception



Mo-St Poetry Center volunteers

COLLABORATIVE GROUPS

The CAC partners with several regional non-profit and cultural groups throughout the year that bring new and varied audiences to the CAC. Partners include LightBox Theatre Company, Modesto-Stanislaus Poetry Center, Sunshine Strummers Ukulele Group, Turlock Garden Club, and Village Dancers of the Valley. Each group works with us to provide programs or activities that enrich our offerings.

This year we added a new partner, the Artistic Repertoire Theater Collaboration—the A.R.T. Co-Lab. This group of inspiring artists work in all genres and is now organizing collaborative performances twice a year at the CAC. These include elements of theater, music, dance, poetry, and art presented on a theme.



Students in toddler class, spring 2024

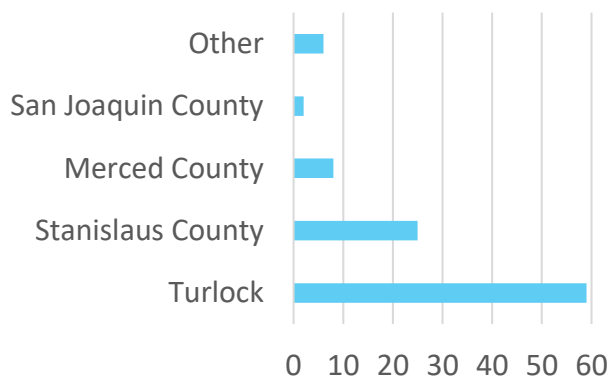
CLASSES

Enrollment in classes for youth increased by 49% this year! The popularity of ceramics and our new weekly toddler art class have been a driving factor in the increase. Many fall and spring semester classes ran at or near capacity, and nine summer art camps ran during June and July. Winter break art camps were added to the schedule for the first time and proved popular. Classes for adults are also gaining enrollment; we've added new pottery classes, many more drawing and painting workshops, and introduced belly dancing to the schedule.



\$2,208 in tuition assistance was granted to qualifying students from the ***Express Yourself! Justin Ferrari Youth Arts Fund***. **Participants: 322 youth, 75 adults.**

Membership Percentage



MEMBERSHIP/SPONSORSHIP

The CAC is fortunate to have broad-based community support. During 2023-24 we had 493 members and 25 sponsors contributing at all levels, from \$40 Senior Memberships to \$1,000 Circle Memberships, and up to \$10,000 at the Platinum Sponsor level.

Notably, 59% of members reside in Turlock; 25% live in other Stanislaus County communities, 8% in Merced County, 2% in San Joaquin County, and 6% in other parts of California and beyond. As we consider future revenue growth, increasing

awareness of the CAC outside of Turlock will be key to expanding membership and sponsorship.

MARKETING

Marketing efforts have been concentrated in the CAC's social media spaces. Under Asst. Director Megan Hennes, our overall social media presence continues to expand.

Platform	Followers/Subscribers as of 6/2023	Growth
Facebook	4551	4.75%
Instagram	2614	16.75%
Email list	4332	-2%



@CarnegieTurlock



@carnegiearts

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

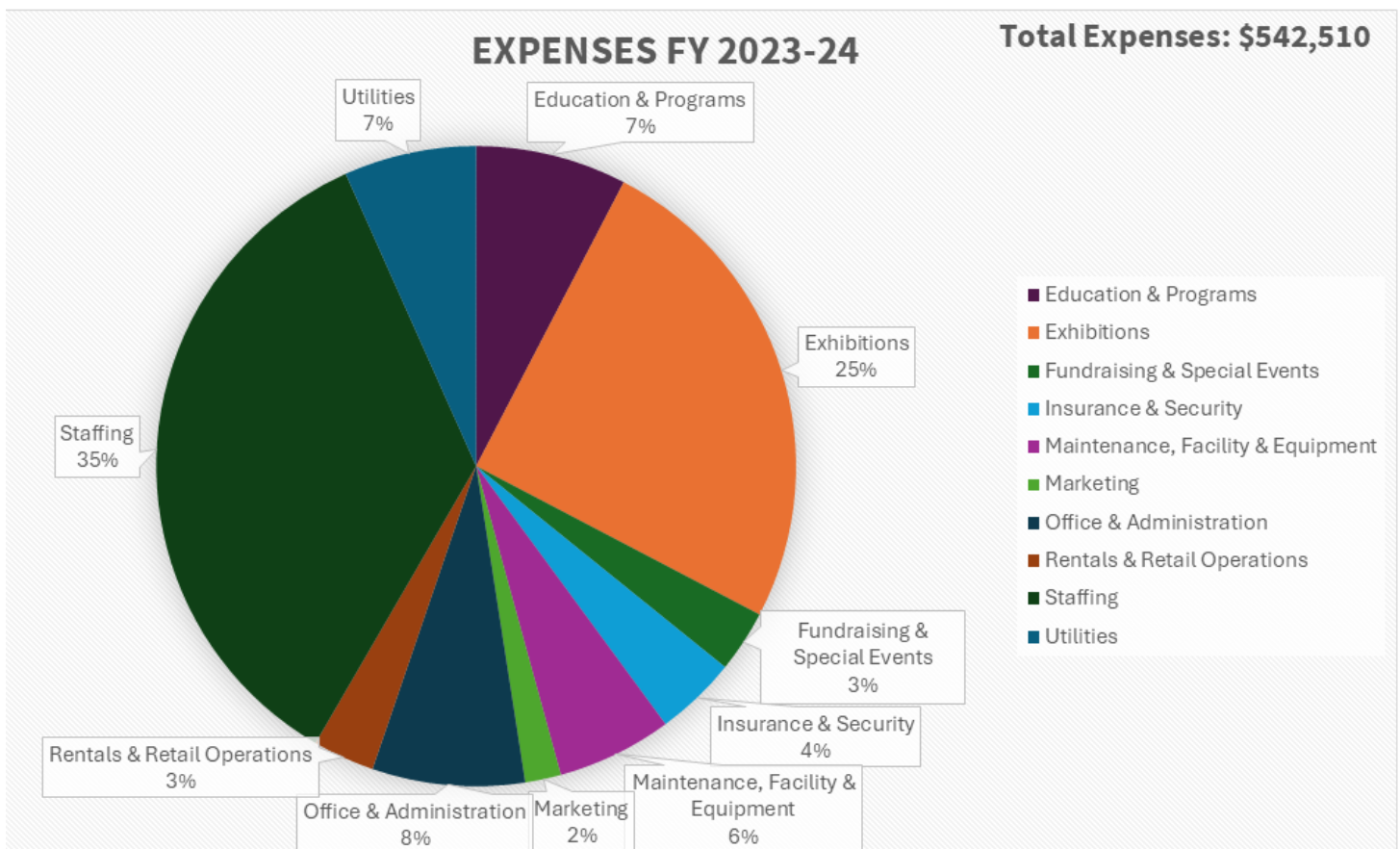
Web: <https://www.carnegieartsturlock.org/>

REVENUE & EXPENSE (FY 2023-24)

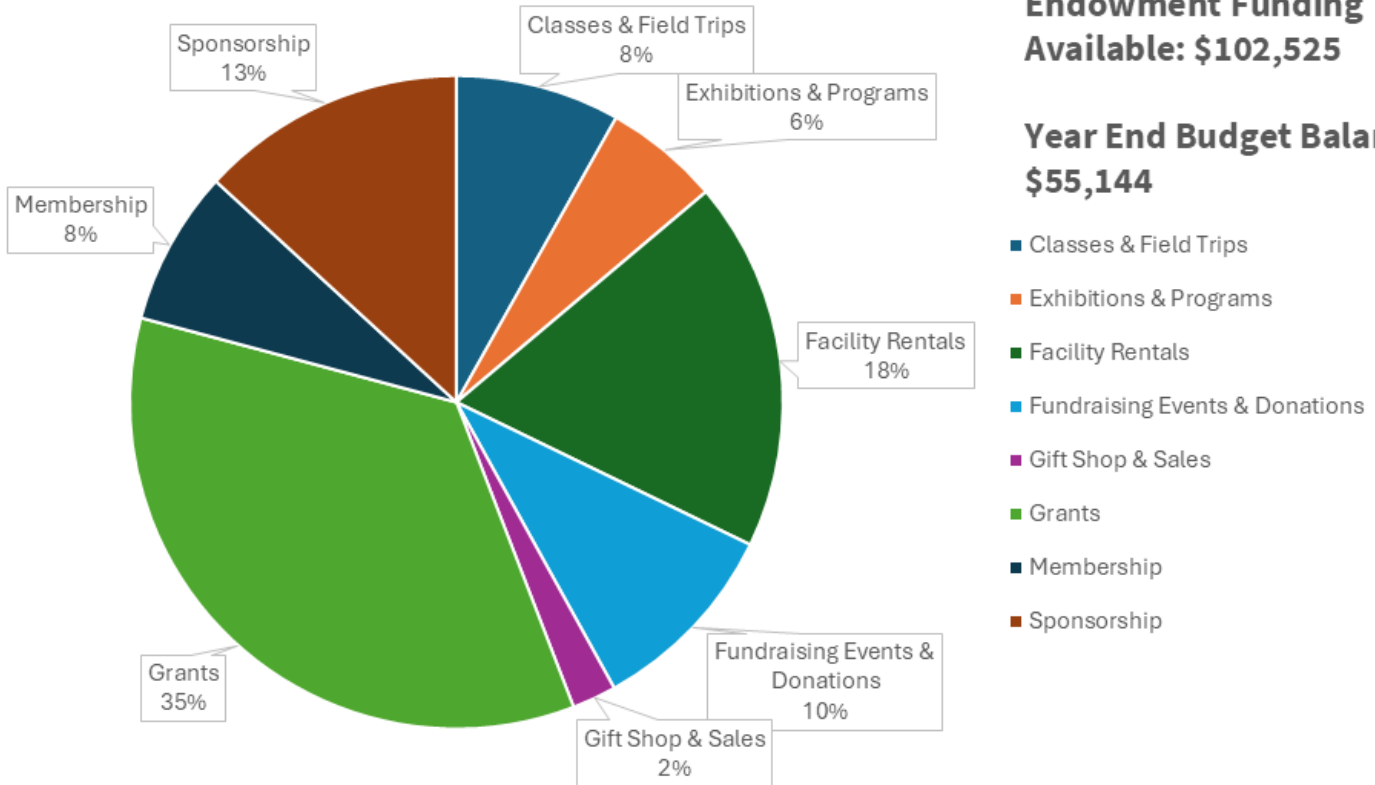
Combined revenues and expenses resulted in a small budget shortfall, but overall finances were much better than the previous fiscal year thanks to increases in facility rentals and class registrations. With a transfer of income earned in the Endowment Fund, we were able to balance the budget at year's end.

EXPENSES FY 2023-24

Total Expenses: \$542,510



INCOME FY 2023-24



Total Unrestricted Income:
\$495,129

Endowment Funding Available: **\$102,525**

Year End Budget Balance:
\$55,144

- Classes & Field Trips
- Exhibitions & Programs
- Facility Rentals
- Fundraising Events & Donations
- Gift Shop & Sales
- Grants
- Membership
- Sponsorship

Permanently Restricted funds include donations made to our two endowments. These funds are placed in investments to generate income. According to the Board's investment policy, a percentage of the endowment (not to exceed endowment growth) may be transferred at fiscal year-end for general operations use.

Endowment Fund value as of June 30, 2024: \$2,741,839

Increase of 12%.

Endowed International Music Fund value as of June 30, 2024: \$193,965

Increase of 1.75% (after expenses for the 2024 concert).

LOOKING AHEAD

The 2024-25 season is already looking great, with a diverse selection of exhibitions, programs, classes and events. Our focus going forward is on meeting the goals of our new Strategic Plan. This means putting renewed energy into fundraising and seeking opportunities for engagement and collaboration with the broad regional community in everything we do.

Our Vision

***Inspiring everyone through
the world of the Arts***

Our Mission

*The Carnegie Arts Center is a regional gathering place for **vibrant engagement** with the arts. We **educate and inspire** through entertaining **programs and exhibitions** contributing to our **community**.*

Our Values



EXCELLENCE

We strive for the highest quality in all that we do, from programs and exhibitions to customer service.



CREATIVITY

We value the diversity of expression found in all art forms, and we challenge our staff, volunteers, and audience to think and act creatively.



DISCOVERY

We foster opportunities for learning and exploration because we believe the arts have the power to change lives.



INCLUSIVITY

We succeed when everyone experiences belonging and feels welcome.



COLLABORATION

We find strength and pursue growth through diverse and meaningful partnerships.



RESPONSIBILITY

We are guided by ethical principles and accountability, making decisions based on professional standards and best practices.

City Council Staff Report

January 14, 2025



From: Reagan M. Wilson, City Manager

Prepared by: Nichole Fiez, City Clerk

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion approving Mayor Bublak's recommendations for City Council appointments to boards, committees and commissions.

CDBG Community Grant Selection Committee - Council Designee

- Councilmember Rebecka Monez, Primary
- Councilmember Erika Phillips, Alternate

City/County Disaster Council

- Mayor Amy Bublak, Primary
- Councilmember Rebecka Monez, Alternate

City/County Liaison Committee

- Mayor Amy Bublak, Primary
- Councilmember Rebecka Monez, Alternate

City of Turlock/Turlock Unified School District/California State University Stanislaus Joint Meeting

- Councilmember Cassandra Abram, Primary
- Councilmember Kevin Bixel, Alternate

East Stanislaus Regional Water Management Partnership (Management Group)

- Councilmember Kevin Bixel, Primary
- Councilmember Cassandra Abram, Alternate

North Valley Regional Recycled Water Program Joint Powers Policy Committee

- Christopher Fisher, Primary
- Councilmember Kevin Bixel, Alternate

San Joaquin Valley Air Pollution Control District Valley-Wide Special City Selection Committee

- Councilmember Cassandra Abram, Primary
- Councilmember Kevin Bixel, Alternate

Stanislaus Economic Development Action Committee (EDAC) *

- Mayor Amy Bublak, Primary
- Councilmember Rebecka Monez, Alternate

Stanislaus Council of Governments (StanCOG) - Executive Committee *

- Councilmember Erika Phillips, Primary
- Mayor Amy Bublak, Alternate

Stanislaus County Grant Review Panel for CARES Emergency Solutions Grant

- Councilmember Erika Phillips, Primary
- Councilmember Rebecka Monez, Alternate
- Councilmember Kevin Bixel, Alternate

Stanislaus Homeless Alliance

- Councilmember Cassandra Abram, Primary
- Councilmember Kevin Bixel, Alternate

Stanislaus LAFCO (City Selection Committee) *

- Mayor Amy Bublak, Primary

Stanislaus Regional Water Authority (SRWA) *

- Mayor Amy Bublak, Primary
- Councilmember Erika Phillips, Primary
- Councilmember Rebecka Monez, Alternate

Turlock Public Library Partnership

- Councilmember Cassandra Abram

West Turlock Sub-basin Groundwater Sustainability Agency (WTSGSA) *

- Councilmember Kevin Bixel, Primary
- Councilmember Cassandra Abram, Alternate

**Requires Statement of Economic Interest (Form 700) Filing*

Agenda Item 5C

Appointment of Vice Mayor

Design-Build Institute of America (DBIA) National Award of Merit Recipient

Regional Surface Water Supply
Project



Design Build Construction Highlights

- Final Contract amount \$197,255,475
 - \$185M State Revolving Fund Low Interest Loan
 - \$38M in Grant Awards
- 55 Change orders
- Construction Change Orders 0.85% of Final Contract Amount
- 640,746 Total Project Construction hours
- 42 Month Construction Duration
- Safety Performance
 - Total Recordable Incident Rate of 0.94 to the Industry Average of 3.9
 - DART rate of 0.31 vs Industry Average of 2.1



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

City of Turlock

Payment Register

From Payment Date: 11/27/2024 - To Payment Date: 12/5/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
146234	11/27/2024	Open			Licensing Refund	LAPHAM WINDOWS INC	\$34.00		
	Licensee Type			Licensee Number	Transaction Date	Transaction Type			
	BUSINESS			29327	11/27/2024	REFUND			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$34.00			
146235	12/03/2024	Open			Utility Management Refund	BAINS, SUKHBINDER	\$268.90		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		636630-007	MOVE-OUT CREDIT	12/03/2024	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$268.90			
146236	12/03/2024	Open			Utility Management Refund	BIDAN, LINDA	\$234.33		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		833169-003	MOVE-OUT CREDIT	12/03/2024	Refund			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1.61			
	420 - WATER			420.11000 (Cash)		\$232.72			
146237	12/03/2024	Open			Utility Management Refund	HONG, JUSTIN	\$288.54		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Multiple Res Metered		904562-003	MOVE-OUT CREDIT	12/03/2024	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$288.54			
146238	12/03/2024	Open			Utility Management Refund	KULLAR & SON INC	\$77.04		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		795305-008	MOVE-OUT CREDIT	12/03/2024	Refund			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$16.87			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$18.61			
	420 - WATER			420.11000 (Cash)		\$41.56			
146239	12/03/2024	Open			Utility Management Refund	LEGRANDE, ANGEL	\$55.44		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		876887-004	MOVE-OUT CREDIT	12/03/2024	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$55.44			
146240	12/03/2024	Open			Utility Management Refund	MEDINA, JESUS	\$150.88		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		T00573-006	MOVE-OUT CREDIT	12/03/2024	Refund			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1.85			
	420 - WATER			420.11000 (Cash)		\$149.03			

Payment Register

From Payment Date: 11/27/2024 - To Payment Date: 12/5/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146241	12/03/2024	Open			Utility Management Refund	MILLER , SCOTT	\$195.15		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Amount</u>		
	Single Family Res Metered		594881-005	MOVE-OUT CREDIT	12/03/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$57.08		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$42.47		
	420 - WATER			420.11000 (Cash)			\$95.60		
146242	12/03/2024	Open			Utility Management Refund	PLACINTAR, MARINELA	\$46.80		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Amount</u>		
	Single Family Res Metered		203831-011	MOVE-OUT CREDIT	12/03/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$46.80		
146243	12/03/2024	Open			Utility Management Refund	RAZWICK, KELLEEE	\$68.64		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Amount</u>		
	Single Family Res Metered		884936-005	MOVE OUT CREDIT	12/03/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$68.64		
146244	12/03/2024	Open			Utility Management Refund	REDWOOD REAL ESTATE GROUP INC	\$72.42		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Amount</u>		
	Single Family Res Metered		000966-004	MOVE-OUT CREDIT	12/03/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$72.42		
146245	12/03/2024	Open			Utility Management Refund	SANGHA, RAJPREET	\$167.58		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Amount</u>		
	Single Family Res Metered		000922-002	MOVE-OUT CREDIT	12/03/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$167.58		
146246	12/05/2024	Open			Accounts Payable	A-Z BUS SALES INC	\$85.60		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	INVSAC27806		11/26/2024	3300456 LAMP-RED CLEARANCE/MARKER 3300457 LAMP-AMBER CLEARANCE/M			\$85.60		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	426 - Transit			426.11000 (Cash)			\$85.60		
146247	12/05/2024	Open			Accounts Payable	ABS DIRECT INC	\$7,500.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	MP-20241126		11/26/2024	POSTAGE ADVANCE FOR DEC 2024/JAN 2025			\$7,500.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$7,500.00		
146248	12/05/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$2,223.77		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	INV4168		10/18/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$157.72		
	INV4523		11/22/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$377.04		

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	INV4524		11/22/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$432.24		
	INV4525		11/22/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$92.33		
	INV4534		11/27/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$290.57		
	INV4531		11/25/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$101.02		
	INV4535		11/27/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$404.09		
	INV4522		11/22/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$368.76		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,223.77		
146249	12/05/2024	Open			Accounts Payable	AMERICAN MESSAGING		\$14.03	
	Invoice		Date		Description		Amount		
	R1061876YL		12/01/2024		Acct #R1-061876 - Fire Department		\$14.03		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$14.03		
146250	12/05/2024	Open			Accounts Payable	Athena Parent, Inc. DBA Accruent, LLC		\$3,248.63	
	Invoice		Date		Description		Amount		
	INVUS122853		10/29/2024		SRWA - MC Professional Cloud Concurrent User Subscription		\$3,248.63		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$3,248.63		
146251	12/05/2024	Open			Accounts Payable	Balanced Books LLP		\$1,750.00	
	Invoice		Date		Description		Amount		
	1st Payment-TBD		11/25/2024		1st Payment - Balanced Books LLP - Bus. Dev. Program		\$1,750.00		
	Paying Fund				Cash Account		Amount		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$1,750.00		
146252	12/05/2024	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.		\$7,960.00	
	Invoice		Date		Description		Amount		
	80340		10/31/2024		SR10, 23-042 Montana Park Phase 2 Improvements-10/31/24		\$7,960.00		
	Paying Fund				Cash Account		Amount		
	269 - Parks & Public Facilities Grants				269.11000 (Cash)		\$7,960.00		
146253	12/05/2024	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC		\$170.00	
	Invoice		Date		Description		Amount		
	281161		11/26/2024		POL19-1336 PROGRAM RACK AND PINION		\$170.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$170.00		
146254	12/05/2024	Open			Accounts Payable	BOVEE ENVIRON MGMT INC		\$1,325.00	
	Invoice		Date		Description		Amount		
	68794		11/20/2024		24-014 Marty Yerby Facility Asbestos Inspection-11/20/24		\$575.00		
	68793		11/20/2024		24-042 Senior Center Asbestos Inspection-11/20/24		\$750.00		
	Paying Fund				Cash Account		Amount		
	258 - Housing Stimulus Funds				258.11000 (Cash)		\$1,325.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146255	12/05/2024	Open			Accounts Payable	CA-NV SECTION AWWA	\$318.00		
	Invoice		Date	Description		Amount			
	Eric Berger		11/21/2024	SRWA AWWA Membership - Eric Berger		\$106.00			
	Kyle Slobom		11/21/2024	SRWA AWWA Membership - Kyle Slobom		\$106.00			
	Robert Reischman		11/21/2024	SRWA AWWA Membership - Robert Reischman		\$106.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$318.00			
146256	12/05/2024	Open			Accounts Payable	CAROLLO ENGINEERS	\$46,517.50		
	Invoice		Date	Description		Amount			
	FB58592		10/31/2024	18-69 Surface Water Distribution System Improv Phase 1-10/31/24		\$46,517.50			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$46,517.50			
146257	12/05/2024	Open			Accounts Payable	CENTRAL SANITARY SUPPLY LLC dba BRADY INDUSTRIES	\$909.20		
	Invoice		Date	Description		Amount			
	9426479		11/06/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$557.38			
	9436434		11/08/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$107.60			
	9450556		11/13/2024	JANITORIAL PAPER & CLEANING SUPPLIES		(\$248.96)			
	9461480		11/15/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$274.85			
	9487292		11/22/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$110.73			
	9487294		11/22/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$107.60			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$909.20			
146258	12/05/2024	Open			Accounts Payable	Central Valley Property Management Inc.	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/22/2024	1st Payment - Central Valley Property Management Inc. - Bus. Dev		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146259	12/05/2024	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$4,214.00		
	Invoice		Date	Description		Amount			
	81576		11/06/2024	SRWA - Champion Monthly PM/Scheduled Maintenance		\$4,214.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$4,214.00			
146260	12/05/2024	Open			Accounts Payable	Chemtrade Chemicals Corp DBA Chemtrade Chemicals	\$3,859.99		
	Invoice		Date	Description		Amount			
	90173762		11/18/2024	SRWA SUPPLY AND DELIVERY OF Aluminum Sulfate 11.18.24		\$3,859.99			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$3,859.99			
146261	12/05/2024	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$18.12		
	Invoice		Date	Description		Amount			
	5240766804		11/20/2024	SRWA Medical Supplies 11.20.2024		\$18.12			

City of Turlock

Payment Register

From Payment Date: 11/27/2024 - To Payment Date: 12/5/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146262	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$18.12		
	12/05/2024	Open			Accounts Payable	Coating Specialists and Inspection Services, Inc.	\$15,180.00		
	Invoice			Date	Description		Amount		
146263	16340R			10/27/2024	SR01, 23-027 Secondary Clarifier No. 4 Recoating-10/27/24		\$15,180.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$15,180.00		
	12/05/2024	Open			Accounts Payable	CULLIGAN INC	\$48.15		
146264	Invoice			Date	Description		Amount		
	Transit-10/31/24			12/02/2024	Water Softener Exchange Service for Transit 11/1/24-11/30/24		\$48.15		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$48.15		
146265	12/05/2024	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$68.44		
	Invoice			Date	Description		Amount		
	W131246			11/12/2024	Keys (10) for Corp Yard		\$38.02		
	W132319			11/21/2024	7 Keys & 1 1/2 split ring - C824185		\$30.42		
146266	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$38.02		
	246 - Landscape Assessment			246.11000 (Cash)			\$30.42		
	12/05/2024	Open			Accounts Payable	DEPARTMENT OF MOTOR VEHICLES	\$27.00		
146267	Invoice			Date	Description		Amount		
	POL21-1360			11/27/2024	LICENSE PLATE REPLACEMENT FOR POL21-1360		\$27.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$27.00		
146268	12/05/2024	Open			Accounts Payable	Erika A Phillips DBA Fit Kitchen Meal Prep LLC	\$1,750.00		
	Invoice			Date	Description		Amount		
	1st Payment-TBD			11/08/2024	1st Payment - Fit Kitchen- Bus. Dev. Program		\$1,750.00		
	Paying Fund			Cash Account			Amount		
146269	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	12/05/2024	Open			Accounts Payable	Erin Parrish dba Ascending Beauty	\$1,750.00		
	Invoice			Date	Description		Amount		
	1st Payment - TB			11/25/2024	1st Payment - Ascending Beauty - Bus. Dev. Program		\$1,750.00		
146270	Paying Fund			Cash Account			Amount		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	12/05/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$904.91		
	Invoice			Date	Description		Amount		
146271	CATUR195165			11/25/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$753.14		
	CATUR195154			11/22/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$151.77		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$904.91		

Payment Register

From Payment Date: 11/27/2024 - To Payment Date: 12/5/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146269	12/05/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$82.74		
	Invoice		Date	Description		Amount			
	8-697-14041		11/29/2024	SHIPPING CHARGES FOR 11/29/24		\$82.74			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$82.74			
146270	12/05/2024	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,922.42		
	Invoice		Date	Description		Amount			
	112324WILSON		11/27/2024	11232024 PAYROLL WITHHOLDING		\$1,922.42			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,922.42			
146271	12/05/2024	Open			Accounts Payable	GARTON TRACTOR INC	\$1,113.57		
	Invoice		Date	Description		Amount			
	P5293101		11/25/2024	UTV PARTS		\$1,113.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,113.57			
146272	12/05/2024	Open			Accounts Payable	Genfare, LLC	\$4,234.28		
	Invoice		Date	Description		Amount			
	90205291		11/21/2024	Generic Unencoded Media for Transit		\$4,234.28			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$4,234.28			
146273	12/05/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$499.00		
	Invoice		Date	Description		Amount			
	K4K1209		11/12/2024	SRWA LABORATORY ANALYSIS SERVICES		\$45.00			
	K4K1306		11/13/2024	SRWA LABORATORY ANALYSIS SERVICES		\$229.00			
	K4K1403		11/14/2024	SRWA LABORATORY ANALYSIS SERVICES		\$180.00			
	K4K1801		11/18/2024	SRWA LABORATORY ANALYSIS SERVICES		\$45.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$499.00			
146274	12/05/2024	Open			Accounts Payable	GILLIG LLC	\$793.62		
	Invoice		Date	Description		Amount			
	41245576		11/22/2024	82-63715-000 1 EA MOTOR ASM, GEAR		\$793.62			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$793.62			
146275	12/05/2024	Open			Accounts Payable	Government Consulting Partners, Inc.	\$6,800.00		
	Invoice		Date	Description		Amount			
	107		12/02/2024	Development of Cost Allocation Plans and Charge Out Rates 24-25		\$6,800.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$6,800.00			
146276	12/05/2024	Open			Accounts Payable	GRAINGER INC, W W	\$182.31		
	Invoice		Date	Description		Amount			
	9311617048		11/11/2024	SRWA Supplies - Leader Hose		\$54.29			
	9317285691		11/14/2024	SRWA Supplies - Sledge Hammers		\$128.02			
	Paying Fund			Cash Account		Amount			

City of Turlock

Payment Register

From Payment Date: 11/27/2024 - To Payment Date: 12/5/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146277	450 - SRWA - Operations			450.11000 (Cash)			\$182.31		
	12/05/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABBLUEBOOK	\$1,338.52		
	Invoice		Date	Description		Amount			
	INV00546164		11/19/2024	SRWA supplies - Alum Powder Pillows		\$149.95			
	INV00546087		11/19/2024	SRWA supplies - Powder Pillows & Ampules		\$1,188.57			
146278	450 - SRWA - Operations			450.11000 (Cash)			\$1,338.52		
	12/05/2024	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$97.18		
	Invoice		Date	Description		Amount			
	36006599		11/15/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$97.18			
	Paying Fund			Cash Account		Amount			
146279	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$97.18		
	12/05/2024	Open			Accounts Payable	INTERSTATE TRUCK CTR	\$3,281.43		
	Invoice		Date	Description		Amount			
	0240S126962.04		11/27/2024	OP19-623 CUSTOMER COMPLAINS OD RIGHT REAR LIGHTS DONT WORK.		\$3,281.43			
	Paying Fund			Cash Account		Amount			
146280	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,281.43		
	12/05/2024	Open			Accounts Payable	James Long Construction Services Inc.	\$1,350.00		
	Invoice		Date	Description		Amount			
	1551		10/18/2024	HVAC Repair - SRWA Maint. Bldg & Finished Water		\$1,350.00			
	Paying Fund			Cash Account		Amount			
146281	950 - SRWA - JPA			950.11000 (Cash)			\$1,350.00		
	12/05/2024	Open			Accounts Payable	Jennifer Zaccheo dba Zaccheo Holistic Medicine	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/25/2024	1st Payment - Zaccheo Holistic - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
146282	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	12/05/2024	Open			Accounts Payable	Kouno, LLC dba Katana	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/01/2024	1st Payment - Katana - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
146283	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	12/05/2024	Open			Accounts Payable	LATIF'S RESTAURANT	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment - TB		11/26/2024	1st Payment - Latif's Restaurant - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
146284	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	12/05/2024	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	\$9,489.48		
	Invoice		Date	Description		Amount			
	1102424612		11/19/2024	SRWA SUPPLY AND DELIVERY OF Hydrated Lime 11.19.24		\$9,489.48			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 11/27/2024 - To Payment Date: 12/5/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146285	450 - SRWA - Operations			450.11000 (Cash)			\$9,489.48		
	12/05/2024	Open			Accounts Payable	Linde Inc.	\$13,581.80		
	Invoice		Date	Description		Amount			
	46426449		11/21/2024	SRWA SUPPLY & DELIVERY OF LIQUID OXYGEN		\$3,766.80			
	46538424		11/22/2024	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 11.22.24		\$9,815.00			
146286	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$13,581.80		
	12/05/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$781.46		
	Invoice		Date	Description		Amount			
	44499162		11/25/2024	ASPHALT		\$308.31			
146287	44499077		11/25/2024	ASPHALT		\$84.04			
	44473874		11/21/2024	ASPHALT		\$389.11			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$781.46		
	12/05/2024	Open			Accounts Payable	MODESTO WINDUSTRIAL	\$502.13		
146288	Invoice		Date	Description		Amount			
	213850 01		11/19/2024	SRWA Supplies - Nipples, Ball Valves, Tees		\$502.13			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)			\$502.13		
	12/05/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$37.72		
146289	Invoice		Date	Description		Amount			
	829222		11/21/2024	COASTAL OIL		\$37.72			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$37.72		
	12/05/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,257.85		
146289	Invoice		Date	Description		Amount			
	8577-436151		11/22/2024	LOADRBX2 LED Load Equalizer		\$159.55			
	8577-436152		11/22/2024	LOADRBX2 EQUALIZER LED BULB		\$132.96			
	8577-436153		11/22/2024	battery-Credit for Orig 436116		(\$23.90)			
	8577-436155		11/22/2024	battery-Credit for Orig 435881		(\$23.90)			
	8577-436154		11/22/2024	battery-Credit for Orig 436051		(\$23.90)			
	8577-436156		11/22/2024	battery-Credit for Orig 435695		(\$23.90)			
	8577-436157		11/22/2024	battery-Credit for Orig 435622		(\$23.90)			
	8577-436162		11/22/2024	ATD365-382 CLEVIS PIN		\$1.96			
	8577-436168		11/22/2024	CLEVIS PIN-Credit for Orig 436162		(\$1.96)			
	8577-436182		11/22/2024	FILTERS		\$55.01			
	8577-436189		11/22/2024	filters		\$27.50			
	8577-436267		11/25/2024	00250 DEF FLUID		\$217.03			
	8577-436290		11/25/2024	FUEL FILTER		\$7.86			
	8577-436308		11/25/2024	filter		\$8.83			
	8577-436309		11/25/2024	filters		\$95.72			
	8577-436317		11/25/2024	glue and tire plug tool		\$39.69			
	8577-436324		11/25/2024	70R8061 #10 EZ-CLIP FITTING		\$107.15			
	8577-436327		11/25/2024	battery-Credit for Orig 434207		(\$23.90)			
	8577-436349		11/26/2024	BATTERY		\$209.29			

Payment Register

From Payment Date: 11/27/2024 - To Payment Date: 12/5/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	8577-436356		11/26/2024	xq22 WIPER BLADES			\$129.92		
	8577-436389		11/26/2024	TRAILER LOCKS			\$44.28		
	8577-436390		11/26/2024	BRAKE BOOSTER-Credit for Orig 435389			(\$70.61)		
	8577-436436		11/26/2024	battery-Credit for Orig			\$237.07		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$746.55		
	205 - Sports Facilities			205.11000 (Cash)			\$95.72		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$68.38		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$249.51		
	420 - WATER			420.11000 (Cash)			\$1.17		
	426 - Transit			426.11000 (Cash)			\$96.52		
146290	12/05/2024	Open			Accounts Payable	NV5 INC.		\$13,732.50	
	Invoice		Date	Description			Amount		
	413849		09/30/2024	SR01, 19-48 Sewer Replacement in Alley 147 S			\$1,721.25		
				Broadway St-9/30/24					
	414124		09/30/2024	SR02, 23-040 Water Line Replacement 2024 Roads			\$12,011.25		
				Prog-9/30/24					
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,721.25		
	420 - WATER			420.11000 (Cash)			\$12,011.25		
146291	12/05/2024	Open			Accounts Payable	O'DELL ENGINEERING, INC		\$10,976.25	
	Invoice		Date	Description			Amount		
	1241102042		10/26/2024	SR012, 23-042 Montana Park Phase 2 Improv-Task			\$3,022.50		
				1&3-10/26/24					
	1241102052		10/26/2024	SR03, 21-043 Northeast Neighborhood Park-10/26/24			\$7,953.75		
	Paying Fund			Cash Account			Amount		
	228 - Park Development Tax			228.11000 (Cash)			\$7,953.75		
	269 - Parks & Public Facilities Grants			269.11000 (Cash)			\$3,022.50		
146292	12/05/2024	Open			Accounts Payable	Operational Technical Services, LLC		\$7,398.00	
	Invoice		Date	Description			Amount		
	4591		11/17/2024	SRWA - Senior Operator MC 11.13.24 - 11.17.24			\$7,398.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$7,398.00		
146293	12/05/2024	Open			Accounts Payable	P G & E		\$44.50	
	Invoice		Date	Description			Amount		
	REC 11/21/24		11/21/2024	2749172768-4 / 144 S Broadway			\$44.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$44.50		
146294	12/05/2024	Open			Accounts Payable	POLYDYNE INC		\$4,879.14	
	Invoice		Date	Description			Amount		
	1880395		11/12/2024	SRWA Supply and Delivery of Cationic Polymer			\$4,879.14		
				11.12.24					
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$4,879.14		

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From Payment Date: 11/27/2024 - To Payment Date: 12/5/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146295	12/05/2024	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP INC	\$12,151.27		
	Invoice		Date	Description		Amount			
	115149		10/31/2024	23-032 Engineering Design Services Task Order 1- 10/31/24		\$4,790.27			
	114657		10/31/2024	SR07, 23-046 Well 29 Chlorination-10/31/24		\$7,361.00			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$4,790.27			
	420 - WATER			420.11000 (Cash)		\$7,361.00			
146296	12/05/2024	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$550.00		
	Invoice		Date	Description		Amount			
	250256		11/22/2024	ST06-7054 TOW BILL		\$550.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$550.00			
146297	12/05/2024	Open			Accounts Payable	Ricoh USA, Inc.	\$144.03		
	Invoice		Date	Description		Amount			
	5070489742		11/15/2024	SRWA - Copy/Printer Machine Maint November 2024		\$144.03			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$144.03			
146298	12/05/2024	Open			Accounts Payable	Sandis Civil Engineers Surveyors Planners	\$940.00		
	Invoice		Date	Description		Amount			
	2410151		10/31/2024	22-035 Intersec Improv Countryside Dr Business Entr- 10/31/24		\$940.00			
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$940.00			
146299	12/05/2024	Open			Accounts Payable	SHARPENING SHOP	\$791.64		
	Invoice		Date	Description		Amount			
	432126		11/15/2024	KNOB FASTENER, FILE HANDLE, ROUND FILE,TIMMER LINE ETC.		\$286.98			
	430344		10/17/2024	SWIVEL PIPE; QT BAR PIL, 12" PICCO CHAIN		\$156.50			
	429793		10/09/2024	HARNESSES, FILTERS, AIR FILTER, TRIMMER LINE		\$348.16			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$348.16			
	246 - Landscape Assessment			246.11000 (Cash)		\$443.48			
146300	12/05/2024	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	\$21,299.07		
	Invoice		Date	Description		Amount			
	48812		10/31/2024	23-069 Design Services for Roads CIP Task Order 2 - 10/31/24		\$17,513.41			
	48872		10/27/2024	23-033 Engineering Design Services Task Order 1- 10/27/24		\$3,785.66			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$21,299.07			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146301	12/05/2024	Open			Accounts Payable	SITEONE LANDSCAPE SUPPLY HOLDING LLC	\$581.39		
	Invoice		Date	Description		Amount			
	146842833-001		11/20/2024	SERVICE OF DX2 MAIN BOARD (NO SENSOR BOARD)		\$581.39			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$581.39			
146302	12/05/2024	Open			Accounts Payable	SOUTHERN TIRE MART	\$2,189.70		
	Invoice		Date	Description		Amount			
	7320014974		11/25/2024	WT18-528 TIRE INSTALL		\$2,189.70			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$2,189.70			
146303	12/05/2024	Open			Accounts Payable	STILES TRUCK BODY INC	\$36,660.40		
	Invoice		Date	Description		Amount			
	71238		11/27/2024	WT24-897 2024 F350 1FDRF3EN0REE86543 #6108F40 Knapheide Service		\$18,330.20			
	71236		11/27/2024	CL24-881 2024 F350 1FDRF3EN9REE86475 #6108F40 Knapheide Service		\$18,330.20			
	Paying Fund			Cash Account		Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$36,660.40			
146304	12/05/2024	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$372,893.73		
	Invoice		Date	Description		Amount			
	9843T		10/31/2024	Management and Operation of Turlock Transit Services Oct 2024		\$372,893.73			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$372,893.73			
146305	12/05/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description		Amount			
	11234BECCHETTI		11/27/2024	11232024 PAYROLL WITHHOLDING		\$405.35			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$405.35			
146306	12/05/2024	Open			Accounts Payable	T I D	\$48,306.37		
	Invoice		Date	Description		Amount			
	624170 - Nov 202		11/11/2024	ACC#6241700000 - November 2024		\$48,306.37			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$48,306.37			
146307	12/05/2024	Open			Accounts Payable	TURF STAR	\$64.16		
	Invoice		Date	Description		Amount			
	INV059061		11/25/2024	134-0564: 134-0564-TAIL LIGHT, 134		\$64.16			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$64.16			
146308	12/05/2024	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$1,000,000.00		
	Invoice		Date	Description		Amount			
	NOV 2024 PAYMENT		11/01/2024	NOV 2024 PAYMENT		\$1,000,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000,000.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146309	12/05/2024	Open			Accounts Payable	TURLOCK SMOG LLC	\$196.00		
	Invoice		Date	Description		Amount			
	Invoice #10399		11/25/2024	ENG04-335 SMOG		\$28.00			
	Invoice #10372		11/22/2024	PK12-4408 smog		\$28.00			
	Invoice #10407		11/26/2024	IT08-341 SMOG		\$28.00			
	Invoice #10411		11/27/2024	BLD06-352 smog		\$28.00			
	Invoice #10410		11/27/2024	REC99-1163 smog		\$28.00			
	Invoice #10413		11/27/2024	PLN07-355 SMOG		\$28.00			
	Invoice #10421		11/27/2024	WT03-521 SMOG		\$28.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$140.00			
	420 - WATER			420.11000 (Cash)		\$28.00			
	501 - Information Technology			501.11000 (Cash)		\$28.00			
146310	12/05/2024	Open			Accounts Payable	UNITED RENTAL INC	\$865.72		
	Invoice		Date	Description		Amount			
	241012168-001		11/05/2024	SRWA - Equipment rental DitchWitch Vacuum Trailer		\$735.39			
	241427732-001		11/14/2024	MAINTENANCE - MISC EQUIPMENT; RED GAS CANS (2)		\$130.33			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$130.33			
	450 - SRWA - Operations			450.11000 (Cash)		\$735.39			
146311	12/05/2024	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$805.52		
	Invoice		Date	Description		Amount			
	0128444241101		11/01/2024	Acct #128444 - Public Safety internet service		\$805.52			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$805.52			
146312	12/05/2024	Open			Accounts Payable	VERIZON WIRELESS	\$444.79		
	Invoice		Date	Description		Amount			
	9977900620		11/03/2024	972530635-00038 - SRWA SURFACE PROS (10/4 TO 11/3)		\$444.79			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$444.79			
146313	12/05/2024	Open			Accounts Payable	Western Truck Center	\$250.41		
	Invoice		Date	Description		Amount			
	087P72758		11/22/2024	21037646 HOSE		\$250.41			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$250.41			
146314	12/05/2024	Open			Accounts Payable	WMB ARCHITECTS INC	\$2,512.00		
	Invoice		Date	Description		Amount			
	25993		11/20/2024	SR01, 24-010 Fire Station 31 SCBA Compressor Room-11/20/24		\$2,512.00			
	Paying Fund			Cash Account		Amount			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$2,512.00			
146315	12/05/2024	Open			Accounts Payable	LEON , SERGIO	\$140.00		
	Invoice		Date	Description		Amount			
	90134		09/13/2024	PESTICIDE RE-CERT/TRAINING REIMBURSEMENT		\$140.00			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$140.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146316	12/05/2024	Open			Accounts Payable	SEQUEIRA, FRANK	\$7,810.00		
	Invoice		Date	Description			Amount		
	EP24-072E		12/03/2024	EP 24-072E 1150 ANGELUS ST			\$7,810.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$7,810.00		

Type Check Totals:

AP - Accounts Payable Totals

83 Transactions

\$1,702,879.51

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,702,879.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,702,879.51	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,702,879.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,702,879.51	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,702,879.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,702,879.51	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,702,879.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,702,879.51	\$0.00

City of Turlock

Payment Register

From Payment Date: 12/6/2024 - To Payment Date: 12/12/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
146317	12/09/2024	Open			Accounts Payable	BELLA FORTE BOUTIQUE	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment - TB		12/06/2024	1st Payment - Bella Forte Boutique - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146318	12/09/2024	Open			Accounts Payable	dba SAVVAGE FITNESS, SAVANNAH BANUELOS	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		12/03/2024	1st Payment - Savage Fitness - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146319	12/09/2024	Open			Accounts Payable	MARY ANN'S BAKERY	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		12/05/2024	1st Payment - Marry Ann's Bakery - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146320	12/09/2024	Open			Accounts Payable	Offline Turlock, LLC	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment - TB		12/06/2024	1st Payment - Offline Comedy - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146321	12/10/2024	Open			Accounts Payable	JOAQUIN ROSE, INC dba B&B MFG CO/B&B FLUID POWER	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		12/09/2024	1st Payment - B&B MFG/ B7B Power Fluid - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146322	12/10/2024	Open			Accounts Payable	Lisa M Wilson dba Main St Footers	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		12/09/2024	1st Payment - Main St. Footers - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146323	12/10/2024	Open			Accounts Payable	Minchun Yang dba Happy Feet Massage	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		12/09/2024	1st Payment - Happy Feet Massage - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146324	12/10/2024	Open			Accounts Payable	Nardin B. Ovrahim dba Master Barber	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		12/09/2024	1st Payment - Master Barber - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			

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146325	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	12/10/2024	Open			Accounts Payable	THEIS REALTY GROUP INC DBA THEIS REALTY GROUP	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD Paying Fund		12/09/2024	1st Payment - Theis Realty - Bus. Dev. Program Cash Account		\$1,750.00 Amount			
146326	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	12/10/2024	Open			Accounts Payable	WARRIOR YOGA LLC	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD Paying Fund		12/06/2024	1st Payment - Warrior Yoga - Bus. Dev. Program Cash Account		\$1,750.00 Amount			
146327	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	12/11/2024	Open			Accounts Payable	HOUSE OF RANDOM	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD Paying Fund		11/01/2024	1st Payment - House of Random - Bus. Dev. Program Cash Account		\$1,750.00 Amount			
146328	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	12/11/2024	Open			Accounts Payable	Mikayla Mendes dba Bijou Turlock LLC	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment - TB Paying Fund		12/11/2024	1st Payment - Bijou Turlock LLC - Bus. Dev. Program Cash Account		\$1,750.00 Amount			
146329	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	12/11/2024	Open			Accounts Payable	WOODS FURNITURE	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD Paying Fund		12/11/2024	1st Payment - Woods Furniture - Bus. Dev. Program Cash Account		\$1,750.00 Amount			
146330	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	12/12/2024	Open			Accounts Payable	ABS DIRECT INC	\$30,081.99		
	Invoice		Date	Description		Amount			
	137392		10/17/2024	UT STATEMENT - 10/10/24		\$14,411.52			
	137696		11/14/2024	UT STATEMENT - 11/10/24		\$15,185.84			
	137700		11/14/2024	UT DELINQ - NOV 2024		\$484.63			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$10,027.35			
146331	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$10,027.31		
	420 - WATER			420.11000 (Cash)			\$10,027.33		
	12/12/2024	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$208.16		
	Invoice		Date	Description		Amount			
146332	00005555		12/03/2024	DD 11866 GTY F/L (Slr, LAMINATED) NEW DRIVERS SIDE DOOR GLASS		\$208.16			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$208.16			
	12/12/2024	Open			Accounts Payable	AMERICAN SEALS WEST INC	\$1,806.12		
	Invoice		Date	Description		Amount			
	760739		11/21/2024	SEAL FOR ACID PHASE HEAT EXCHANGER PUMP		\$1,806.12			
	Paying Fund			Cash Account		Amount			

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	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,806.12		
146333	12/12/2024	Open			Accounts Payable	AMERINATN'L COMM SERVICE	\$336.26		
	Invoice		Date	Description		Amount			
	LPM-24-001887		10/07/2024	Loan Service Provider FY 2024-25 September 2024		\$336.26			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$336.26			
146334	12/12/2024	Open			Accounts Payable	AMERINATN'L COMM SERVICE	\$92.25		
	Invoice		Date	Description		Amount			
	LPM-24-002096		11/08/2024	Loan Service Provider FY 2024-25 October 2024		\$92.25			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$92.25			
146335	12/12/2024	Open			Accounts Payable	AMERINATN'L COMM SERVICE	\$13.68		
	Invoice		Date	Description		Amount			
	LPM-24-001679		09/05/2024	Loan Service Provider FY 2024-25 August 2024		\$13.68			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$13.68			
146336	12/12/2024	Open			Accounts Payable	AT&T Corp	\$584.84		
	Invoice		Date	Description		Amount			
	6454236902		11/11/2024	SRWA - JPA, Surface Water, Operations - Internet Access Nov 2024		\$584.84			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$584.84			
146337	12/12/2024	Open			Accounts Payable	AT&T MOBILITY	\$3,633.08		
	Invoice		Date	Description		Amount			
	7897X11272024		11/19/2024	WIRELESS CHARGES FOR FIRE IPADS - NOV 2024		\$292.37			
	4412X11272024		11/19/2024	FIRE AIR CARDS - NOV 2024		\$563.59			
	6865X11272024		11/19/2024	POLICE OCT 20 - NOV 19 2024		\$2,777.12			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,633.08			
146338	12/12/2024	Open			Accounts Payable	AT&T/SBC	\$66.60		
	Invoice		Date	Description		Amount			
	RELAY 12/1/24		12/01/2024	Acct# 248 134-2929 655 9/ California Relay Srvs TDD		\$4.30			
	FIRE 12/1/24		12/01/2024	Acct# 233 841-5391 333 1/ Fire Dept		\$62.30			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$66.60			
146339	12/12/2024	Open			Accounts Payable	B & V Commercial Cleaning, Inc	\$3,133.62		
	Invoice		Date	Description		Amount			
	3261		12/02/2024	SRWA - Janitorial Cleaning Service November 2024		\$2,387.62			
	3239		11/26/2024	SRWA - Janitorial Cleaning Service Window Cleaning November 2024		\$746.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$3,133.62			
146340	12/12/2024	Open			Accounts Payable	BALSWICK'S TIRE SHOP INC	\$166.32		
	Invoice		Date	Description		Amount			
	01-219977		07/18/2024	24X10.50-10 CARLISLE ALL TRAIL II 4		\$329.26			
	01-219091		12/02/2024	18X6.50-8 DURO HF273 6PLY TL-CREDIT- INVC 218853		(\$497.29)			

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146341	01-219149		12/02/2024		18X6.50-8 DESTONE TURF 4-PLY TL		\$334.35		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$663.61		
	205 - Sports Facilities				205.11000 (Cash)		(\$497.29)		
	12/12/2024	Open			Accounts Payable	BICSEC SECURITY INC	\$266.25		
146342	Invoice		Date		Description		Amount		
	222051		12/01/2024		SRWA BICSEC - SECURITY AND FIRE ALARM MONITORING January 2025		\$266.25		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$266.25		
	12/12/2024	Open			Accounts Payable	BKS Law Firm, A Professional Corporation	\$1,925.00		
146343	Invoice		Date		Description		Amount		
	October 2024		11/11/2024		SRWA - Legal Services for 2024-25 October 2024		\$1,925.00		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$1,925.00		
	12/12/2024	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$5.26		
146344	Invoice		Date		Description		Amount		
	276539		11/07/2024		GASKET		\$5.26		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$5.26		
	12/12/2024	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	\$39,440.50		
146345	Invoice		Date		Description		Amount		
	RI 24041502		09/23/2024		PLAN CHECK SERVICES FOR BP#24-0616		\$1,612.50		
	RI 24044759		10/02/2024		PLAN CHECK SERVICES FOR BP#22-1557		\$270.00		
	RI 24044760		10/02/2024		PLAN CHECK SERVICES FOR BP#22-1556		\$270.00		
	RI 24044875		10/03/2024		PLAN CHECK SERVICES FOR BP#24-0128		\$120.00		
	RI 24044876		10/03/2024		PLAN CHECK SERVICES FOR BP#24-0953		\$339.50		
	RI 1104529		10/30/2024		PLAN CHECK SERVICES FOR BP#23-1169		\$780.00		
	RI 1104531		10/30/2024		PLAN CHECK SERVICES FOR BP#22-0811		\$390.00		
	RI 1104530		10/30/2024		PLAN CHECK SERVICES FOR BP#22-1555		\$390.00		
	RI 24049890		11/12/2024		PLAN CHECK SERVICES FOR BP#24-1125		\$336.00		
	RI 24041263		09/20/2024		CBO SERVICES AUG 2024		\$9,812.50		
	RI 24045101		10/07/2024		CBO SERVICES SEPT 2024		\$11,304.00		
	RI 24049895		11/12/2024		CBO SERVICES OCT 2024		\$13,816.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$39,440.50		
	12/12/2024	Open			Accounts Payable	CALACT	\$840.00		
	Invoice		Date		Description		Amount		
	2025-274		12/09/2024		2025 Membership		\$840.00		
146346	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$840.00		
	12/12/2024	Open			Accounts Payable	CALIFORNIA ASSOCIATION OF TACTICAL OFFICERS	\$1,229.00		
	Invoice		Date		Description		Amount		
	3000748		10/20/2024		LESS LETHAL COURSE & MEMBERSHIP - SDELACRUZ		\$418.00		

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	3000768		10/26/2024		LESS LETHAL COURSE & MEMBERSHIP - DRUSH		\$418.00		
	3000747		10/19/2024		LESS LETHAL INSTRUCTOR COURSE - ALEX JIMENEZ		\$393.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,229.00		
146347	12/12/2024	Open			Accounts Payable	CAS CONSTRUCTION	\$28,305.00		
	Invoice		Date		Description		Amount		
	15203		11/15/2024		506 N Thor St (Rehab)-CAS Construction		\$28,305.00		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$28,305.00		
146348	12/12/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$1,293.67		
	Invoice		Date		Description		Amount		
	170078401120124		12/01/2024		170078401 / D. LEWIS 2014 Independence Dr. Admin Internet		\$84.98		
	170074001120124		12/01/2024		170074001 / WQC 901 S Walnut Rd		\$99.98		
	170078701120124		12/01/2024		170078701 / L. MACHADO 4304 Arcadian Dr IT Internet		\$89.99		
	170075001120124		12/01/2024		170075001 / CITY HALL 156 S Broadway #116 City Wide Internet		\$399.00		
	170073601120124		12/01/2024		170073601 / PSF TV & INTERNET 244 N Broadway		\$619.72		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$704.70		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$49.99		
	420 - WATER				420.11000 (Cash)		\$49.99		
	501 - Information Technology				501.11000 (Cash)		\$488.99		
146349	12/12/2024	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$4,475.00		
	Invoice		Date		Description		Amount		
	SRWA-M-11-24		11/30/2024		SRWA Pest/Weed Control Services Monthly FY 24/25		\$2,690.00		
	MP-11-24		11/30/2024		MONTHLY PEST CONTROL SERVICES - NOV 2024		\$1,785.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$430.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$280.00		
	420 - WATER				420.11000 (Cash)		\$870.00		
	426 - Transit				426.11000 (Cash)		\$60.00		
	505 - Fleet				505.11000 (Cash)		\$145.00		
	950 - SRWA - JPA				950.11000 (Cash)		\$2,690.00		
146350	12/12/2024	Open			Accounts Payable	Cloudburst Consulting Group, Inc.	\$77.50		
	Invoice		Date		Description		Amount		
	15998		12/03/2024		On Demand Consulting - Housing FY 2024-25, October 2024		\$77.50		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$77.50		
146351	12/12/2024	Open			Accounts Payable	COKER PUMP & EQUIP CO INC	\$8,063.40		
	Invoice		Date		Description		Amount		
	0098141		11/27/2024		GAS MIXER #2		\$8,063.40		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$8,063.40		

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146352	12/12/2024	Open			Accounts Payable	CRESCENT SURPLUS INC	\$126.22		
	Invoice		Date	Description		Amount			
	436289		11/25/2024	UNIFORM - NATE BENNER DELTA		\$126.22			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$126.22			
146353	12/12/2024	Open			Accounts Payable	CRIVELLI PROMOTIONAL ITEMS INC	\$3,959.38		
	Invoice		Date	Description		Amount			
	59416		12/02/2024	Turkey Trot Shirts 50th Annual 2024		\$3,959.38			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,959.38			
146354	12/12/2024	Open			Accounts Payable	CURTIS & SONS INC, L N	\$2,357.16		
	Invoice		Date	Description		Amount			
	INV889542		11/22/2024	40MM LAUNCHERS		\$2,357.16			
	Paying Fund			Cash Account		Amount			
	266 - Police Services Grants			266.11000 (Cash)		\$2,357.16			
146355	12/12/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$364.53		
	Invoice		Date	Description		Amount			
	S6306256.002		11/20/2024	STREETLIGHT MATERIALS MOGUL REPLACEMENT SOCKETS FOR RESTOCK		\$121.29			
	S6306266.001		11/18/2024	HAND GLOVES FOR SAFETY RESTOCK		\$238.24			
	S6316035.001		11/30/2024	SERVICE CHARGES		\$5.00			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$121.29			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$243.24			
146356	12/12/2024	Open			Accounts Payable	EDWARDS, TROY J	\$3,496.80		
	Invoice		Date	Description		Amount			
	Winter 2024		12/02/2024	Winter 2024		\$3,496.80			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,496.80			
146357	12/12/2024	Open			Accounts Payable	ENGINEERED FIRE SYST INC	\$812.50		
	Invoice		Date	Description		Amount			
	21931		12/01/2024	PLAN CHECKING SERVICE - NOV 2024		\$812.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$812.50			
146358	12/12/2024	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC	\$2,254.28		
	Invoice		Date	Description		Amount			
	37615642		11/30/2024	SIU RENTAL FOR NOVEMBER 2024		\$2,254.28			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,254.28			
146359	12/12/2024	Open			Accounts Payable	EQUIFAX	\$10.00		
	Invoice		Date	Description		Amount			
	2063356615		11/30/2024	EQUIFAX-CREDIT CHECK SERVICES FY 24/25		\$10.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$10.00			

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146360	12/12/2024	Open			Accounts Payable	FasTrak SoftWorks, Inc.	\$1,480.00		
	Invoice		Date	Description		Amount			
	30046		12/03/2024	SINGLE USER ANNUAL MAINTENANCE AGREEMENT		\$1,480.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,480.00			
146361	12/12/2024	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$31,248.00		
	Invoice		Date	Description		Amount			
	5672		11/30/2024	SRWA - Unarmed Security Services November 2024		\$10,416.00			
	5673		12/09/2024	Unarmed Security Services for Transit Center 11/1/24-11/30/24		\$20,832.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$20,832.00			
	950 - SRWA - JPA			950.11000 (Cash)		\$10,416.00			
146362	12/12/2024	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$253.78		
	Invoice		Date	Description		Amount			
	7126247		11/22/2024	LAB SUPPLIES		\$253.78			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$253.78			
146363	12/12/2024	Open			Accounts Payable	Geer Rd Ranch LLC	\$5,000.00		
	Invoice		Date	Description		Amount			
	2025-909		07/01/2024	SRWA - Right of Way Contract Legal Fee Reimbursement		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$5,000.00			
146364	12/12/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$10,289.10		
	Invoice		Date	Description		Amount			
	K4K2605		11/26/2024	DRINKING WATER WELL ANALYSIS - 123 TCP		\$492.00			
	K4K1918		11/19/2024	DRINKING WATER WELL ANALYSIS - 123 TCP		\$328.00			
	K4K0517		11/05/2024	DRINKING WATER WELL ANALYSIS		\$992.25			
	K4K0516		11/05/2024	DRINKING WATER WELL ANALYSIS		\$110.25			
	K4K2506		11/25/2024	WEEKLY WASTEWATER SAMPLING - AMMONIA		\$40.70			
	K4K0608		11/06/2024	DW-WELL 38 MONTHLY ANALYSIS		\$383.10			
	K4K2003		11/20/2024	CORROSION CONTROL WQP MON. - WELL 38		\$37.00			
				FINAL EFFLUENT					
	K4K1907		11/19/2024	BIMONTHLY WASTEWATER ANALYSIS - NITRATE + NITRITE AS N		\$66.00			
	K4K1206		11/12/2024	WEEKLY WASTEWATER SAMPLING - AMMONIA		\$40.70			
	K4J2207		10/22/2024	WATER CHARACTERIZATION MONITORING		\$2,571.70			
	K4J2206		10/22/2024	WATER CHARACTERIZATION MONITORING		\$1,955.80			
	K4K0515		11/09/2024	DRINKING WATER WELL ANALYSIS		\$661.50			
	K4K1804		11/18/2024	ANNUAL WATER SUITABILITY		\$425.00			
	K4K0617		11/06/2024	DBP QUARTERLY SITES		\$168.00			
	K4K0711		11/07/2024	MONTHLY WASTEWATER ANALYSIS - THMS		\$176.00			
	K4K1402		11/14/2024	PCE REMEDIATION PROJECT POTW CHECK		\$315.00			
	K4K0403		11/04/2024	SRWA LABORATORY ANALYSIS SERVICES		\$843.10			
				11.04.24					

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	K4K1909		11/19/2024		SRWA LABORATORY ANALYSIS SERVICES		\$45.00		
	K4K2007		11/20/2024		SRWA LABORATORY ANALYSIS SERVICES		\$229.00		
	K4K2508		11/25/2024		SRWA LABORATORY ANALYSIS SERVICES		\$90.00		
	K4K2607		11/26/2024		SRWA LABORATORY ANALYSIS SERVICES		\$319.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,850.90		
	420 - WATER				420.11000 (Cash)		\$3,912.10		
	950 - SRWA - JPA				950.11000 (Cash)		\$1,526.10		
146365	12/12/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$20,719.79		
	Invoice		Date		Description		Amount		
	85878		11/30/2024		CUST #24090 - Fuel Expense for 11/16/24 - 11/30/24		\$19,152.77		
	85723		11/21/2024		Fuel for Fire #3		\$1,567.02		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$11,204.07		
	205 - Sports Facilities				205.11000 (Cash)		\$223.58		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$775.04		
	246 - Landscape Assessment				246.11000 (Cash)		(\$254.68)		
	255 - CDBG				255.11000 (Cash)		\$35.95		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,906.86		
	420 - WATER				420.11000 (Cash)		\$1,932.65		
	426 - Transit				426.11000 (Cash)		\$2,405.05		
	450 - SRWA - Operations				450.11000 (Cash)		\$409.25		
	505 - Fleet				505.11000 (Cash)		\$82.02		
146366	12/12/2024	Open			Accounts Payable	GRAINGER INC, W W	\$641.84		
	Invoice		Date		Description		Amount		
	9320047542		11/19/2024		SLUDGE PUMP		\$138.56		
	9327676491		11/25/2024		SRWA Supplies - Clamps		\$71.93		
	9328524484		11/26/2024		SRWA Supplies - Industrial Spray Nozzles		\$311.80		
	9331440371		12/02/2024		SRWA Supplies - Sensor Reflectors		\$119.55		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$138.56		
	450 - SRWA - Operations				450.11000 (Cash)		\$503.28		
146367	12/12/2024	Open			Accounts Payable	GREEN HORIZON INC	\$690.00		
	Invoice		Date		Description		Amount		
	44595		12/01/2024		Landscape Services-901 High St. November 2024		\$165.00		
	44592		12/01/2024		Landscape Services-570 Jason Dr., November 2024		\$100.00		
	44591		12/01/2024		Landscape Services-829-831 Vermont Ave, November 2024		\$130.00		
	44593		12/01/2024		Landscape Services-1827 Shadow Park Dr., November 2024		\$130.00		
	44594		12/01/2024		Landscape Services-2065 Cody Ct., November 2024		\$165.00		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$690.00		

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146368	12/12/2024	Open			Accounts Payable	Guarantee Janitorial Service	\$6,441.56		
	Invoice		Date	Description		Amount			
	3075		12/01/2024	Bus Stop Cleaning and Waste Removal 11/1/2024-11/30/24		\$6,441.56			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$6,441.56			
146369	12/12/2024	Open			Accounts Payable	HACH COMPANY	\$8,581.42		
	Invoice		Date	Description		Amount			
	14254167		11/07/2024	COLORIMETER ASSY, KIT, CL17 PRE ASSY		\$1,679.65			
	14244609		10/31/2024	MC ASSY PUMP REPLACEMENT SD900		\$4,656.50			
	14247564		11/04/2024	KTO: DIG ELECLESS COND SENS, CONV, PEEK D3727E2T		\$2,245.27			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$8,581.42			
146370	12/12/2024	Open			Accounts Payable	HARD DRIVE GRAPHICS	\$1,858.63		
	Invoice		Date	Description		Amount			
	38487		10/14/2024	EMBROIDERED SHOULDER PATCHES LARGE & SMALL		\$1,858.63			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,858.63			
146371	12/12/2024	Open			Accounts Payable	HARDERS PRINT SHOP INC	\$347.60		
	Invoice		Date	Description		Amount			
	77495		11/12/2024	BUSINESS CARDS - 2,000 CARDS, 7 NAMES		\$347.60			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$347.60			
146372	12/12/2024	Open			Accounts Payable	HAWORTH INC	\$636.28		
	Invoice		Date	Description		Amount			
	3001983068		11/21/2024	Finance - Office Workspace - Furniture		\$636.28			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$636.28			
146373	12/12/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$154.02		
	Invoice		Date	Description		Amount			
	INV00552522		11/25/2024	SRWA supplies - Pen light		\$154.02			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$154.02			
146374	12/12/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$817.29		
	Invoice		Date	Description		Amount			
	695965		11/21/2024	HAND VALVES, FITTINGS FOR WELLS		\$443.15			
	695967		11/21/2024	SARAN WRAP FOR FLOW METERS		\$4.95			
	678481		07/26/2024	WQC SUPPLIES		\$82.83			
	694093		11/08/2024	WQC SUPPLIES		\$43.09			
	694769		11/13/2024	TOOLS		\$36.80			
	695036		11/15/2024	WQC SUPPLIES		\$206.47			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$374.14			
	420 - WATER			420.11000 (Cash)		\$443.15			

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146375	12/12/2024	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$3,477.03		
	Invoice		Date	Description		Amount			
	35786324		10/24/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$447.29			
	35853856		10/31/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$546.15			
	35908266		11/06/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$32.60			
	35908267		11/06/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$614.94			
	35932379		11/06/2024	JANITORIAL PAPER & CLEANING SUPPLIES		(\$80.64)			
	35946639		11/11/2024	JANITORIAL PAPER & CLEANING SUPPLIES		(\$55.44)			
	35946642		11/11/2024	JANITORIAL PAPER & CLEANING SUPPLIES		(\$17.81)			
	36006597		11/15/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$719.64			
	36043180		11/20/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$94.21			
	36043181		11/20/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$449.57			
	36090008		11/25/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$55.61			
	36114561		11/27/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$670.91			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,477.03			
146376	12/12/2024	Open			Accounts Payable	Infrerra Construction Mgmt Group, Inc	\$6,968.90		
	Invoice		Date	Description		Amount			
	24129		11/29/2024	SRWA - Construction Management 2024-25 October 202444		\$6,968.90			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$6,968.90			
146377	12/12/2024	Open			Accounts Payable	JCS PROPERTIES INC.	\$446.70		
	Invoice		Date	Description		Amount			
	January 2025		12/06/2024	Mobile Rent Subsidy Program FY 2024-25- Sun Garden		\$446.70			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$446.70			
146378	12/12/2024	Open			Accounts Payable	KELSO'S AUTO WRECK & TOW	\$246.23		
	Invoice		Date	Description		Amount			
	0012		12/02/2024	ABS CONTROL MODULE		\$246.23			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$246.23			
146379	12/12/2024	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$70.00		
	Invoice		Date	Description		Amount			
	SIP-E205748		11/21/2024	NOVEMBER 2024 CELL DATA SERVICES		\$70.00			
	Paying Fund			Cash Account		Amount			
	416 - Recycled Water Sales			416.11000 (Cash)		\$70.00			
146380	12/12/2024	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$16,051.93		
	Invoice		Date	Description		Amount			
	53416		10/27/2024	23-067 Design Services for Roads CIP Task Order 3- 10/27/24		\$16,051.93			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$16,051.93			

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146381	12/12/2024	Open			Accounts Payable	MEDWASTE MANAGEMENT, LLC.	\$175.00		
	Invoice		Date	Description		Amount			
	36261		11/30/2024	QUARTERLY SERVICE		\$175.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$175.00			
146382	12/12/2024	Open			Accounts Payable	Montrose Environmental Solutions, Inc.	\$397.75		
	Invoice		Date	Description		Amount			
	CINV-338281		11/27/2024	SRWA - Phase III Environmental Work for 2024-25 October 2024		\$397.75			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$397.75			
146383	12/12/2024	Open			Accounts Payable	MUNISERVICES LLC	\$4,767.66		
	Invoice		Date	Description		Amount			
	INV06-019967		11/15/2024	SUTA Services for Tax Qtr ending 6/30/24 (District Tax)		\$3,927.43			
	INV06-019966		11/15/2024	SUTA Services for Tax Qtr ending 6/30/24		\$840.23			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$840.23			
	118 - Measure A			118.11000 (Cash)		\$3,927.43			
146384	12/12/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$866.07		
	Invoice		Date	Description		Amount			
	8577-436534		12/02/2024	5080515 BELT		\$140.40			
	8577-436535		12/02/2024	BATTERY		\$189.20			
	8577-436576		12/02/2024	PXD1602H BRAKE PADS		\$48.87			
	8577-436579		12/02/2024	BATTERIES		\$378.41			
	8577-436630		12/03/2024	FRONT AND REAR BRAKE PADS		\$100.80			
	8577-436711		12/04/2024	FILTERS		\$8.39			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$435.67			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$189.20			
	420 - WATER			420.11000 (Cash)		\$100.80			
	426 - Transit			426.11000 (Cash)		\$140.40			
146385	12/12/2024	Open			Accounts Payable	NHA Advisors, LLC	\$1,150.00		
	Invoice		Date	Description		Amount			
	01482		09/13/2024	Continuing Disclosure Compliance & CDIAC Reports - FY 23/24		\$800.00			
	01507		10/22/2024	Municipal Advisor 3/1/24 - 9/30/24		\$350.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$350.00			
	420 - WATER			420.11000 (Cash)		\$800.00			
146386	12/12/2024	Open			Accounts Payable	NV5 INC.	\$197,463.69		
	Invoice		Date	Description		Amount			
	418091		10/31/2024	23-031 CM for Roads Task Order No.1 Bid Package 2-10/31/24		\$109,579.60			
	418095		10/31/2024	23-033 CM for Roads Task Order No. 2-10/31/24		\$87,884.09			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$197,463.69			

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146387	12/12/2024	Open			Accounts Payable	ODP Business Solutions, LLC	\$1,107.17		
	Invoice		Date	Description		Amount			
	355302117001		12/05/2024	desks for shipping		\$1,107.17			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$1,107.17			
146388	12/12/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$12,330.00		
	Invoice		Date	Description		Amount			
	4604		11/20/2024	SRWA - Senior Operator MC 11.18.24 - 11.20.24		\$4,110.00			
	4618		12/01/2024	SRWA - Senior Operator MC 11.27.24 - 12.01.24		\$8,220.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$12,330.00			
146389	12/12/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$512.25		
	Invoice		Date	Description		Amount			
	2800-476654		10/09/2024	FEL 61420 TBI GASKET		\$512.25			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$512.25			
146390	12/12/2024	Open			Accounts Payable	P G & E	\$502.00		
	Invoice		Date	Description		Amount			
	COLUMBIA 12/1/24		12/01/2024	6180280303-3 / 600 Columbia St		\$7.84			
	HIGH 12/1/24		12/01/2024	0221941093-9 / 595 High St		\$7.84			
	R. BOESCH12/1/24		12/01/2024	4388605407-1 / 275 N Orange		\$37.92			
	FIRE#3 12/4/24		12/04/2024	2087893140-9 / 501 E Monte Vista Ave		\$448.40			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$502.00			
146391	12/12/2024	Open			Accounts Payable	Platt Electric Supply	\$649.91		
	Invoice		Date	Description		Amount			
	5S88123		11/22/2024	BATTERY FOR TOOLS		\$540.95			
	5S90966		11/22/2024	STREETLIGHT BUCKET TRUCK MATERIAL		\$108.96			
	RESTOCK								
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$108.96			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$540.95			
146392	12/12/2024	Open			Accounts Payable	POINT EMBLEMS	\$1,912.57		
	Invoice		Date	Description		Amount			
	17524		10/31/2024	CHALLENGE COINS		\$1,912.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,912.57			
146393	12/12/2024	Open			Accounts Payable	REED INC, GEORGE	\$351,936.60		
	Invoice		Date	Description		Amount			
	PP4/CP 23-031		10/20/2024	23-031 Roads Program CIP Plan Package 2-10/20/24		\$351,936.60			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$351,936.60			
146394	12/12/2024	Open			Accounts Payable	RIVERSIDE CO DBA RIVERSIDE CO SHERIFF'S DEPARTMENT	\$1,560.00		
	Invoice		Date	Description		Amount			
	BCTC0080826		11/14/2024	INFORMANT DEVELOPMENT & MAINTENANCE, 01/27/25-01/31/25-MMARQUEZ		\$390.00			

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	BCTC0080822		11/14/2024		INFORMANT DEVELOPMENT & MAINT., 01/27/25-01/31/25 - TARGUETA		\$390.00		
	BCTC0080823		11/14/2024		INFORMANT DEVELOPMENT & MAINT., 01/27/25-01/31/25 - SDELACRUZ		\$390.00		
	BCTC0080824		11/14/2024		INFORMANT DEVELOPMENT & MAINT., 01/27/25-01/31/25 - ZSCHELL		\$390.00		
	Paying Fund				Cash Account		Amount		
	201 - Asset Forfeiture				201.11000 (Cash)		\$1,560.00		
146395	12/12/2024	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$11,861.50		
	Invoice		Date		Description		Amount		
	16567.1		10/31/2024		NPDES PERMIT COMPLIANCE SERVICES THROUGH 10.15.24		\$6,527.25		
	16567.2		10/31/2024		NPDES PERMIT COMPLIANCE SERVICES THROUGH 10.15.24		\$5,334.25		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$11,861.50		
146396	12/12/2024	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$500.00		
	Invoice		Date		Description		Amount		
	23455		11/22/2024		PRE-EMPLOYMENT PSYCH SCREENING		\$500.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$500.00		
146397	12/12/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$88.96		
	Invoice		Date		Description		Amount		
	3039734122		12/02/2024		3391048:CT KIT		\$88.96		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$88.96		
146398	12/12/2024	Open			Accounts Payable	SEEGERS PRINTING INC	\$1,207.91		
	Invoice		Date		Description		Amount		
	0144798-IN		11/22/2024		REGULAR ENVELOPES PD 5000		\$460.57		
	0144624-IN		12/04/2024		48 HOUR BACKFLOW NOTICES		\$207.47		
	0144839-IN		12/09/2024		Christmas Parade Carpool Passes		\$539.87		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$460.57		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$103.73		
	420 - WATER				420.11000 (Cash)		\$103.74		
	426 - Transit				426.11000 (Cash)		\$539.87		
146399	12/12/2024	Open			Accounts Payable	Sloan Sakai Yeung & Wong LLP	\$5,071.50		
	Invoice		Date		Description		Amount		
	56646		10/31/2024		Sloan Sakai Services for October 2024		\$5,071.50		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$5,071.50		
146400	12/12/2024	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,876.98		
	Invoice		Date		Description		Amount		
	779497		11/19/2024		QUARTERLY CLETS BILLING JULY - SEPTEMBER 2024		\$1,876.98		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,876.98		

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146401	12/12/2024	Open			Accounts Payable	STERICYCLE INC	\$1,414.24		
	Invoice		Date	Description		Amount			
	8009084371		11/25/2024	ST#4 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8009084377		11/25/2024	ST#1 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8009084373		11/25/2024	ST#2 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8009084375		11/25/2024	ST#3 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8009184625		11/30/2024	Shred it event		\$1,304.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$110.24			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$1,304.00			
146402	12/12/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description		Amount			
	120724BECCHETTI		12/09/2024	12072024 PAYROLL WITHHOLDING		\$405.35			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$405.35			
146403	12/12/2024	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$8,542.42		
	Invoice		Date	Description		Amount			
	2024250106655		11/26/2024	SODIUM BISULFITE		\$8,542.42			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$8,542.42			
146404	12/12/2024	Open			Accounts Payable	The Honey Do Guy	\$2,433.65		
	Invoice		Date	Description		Amount			
	498		11/22/2024	Repairs: 829 Vermont		\$887.44			
	499		11/22/2024	Repairs: 831 Vermont		\$287.24			
	495		11/18/2024	Repairs: 901 High St. #2		\$1,258.97			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$2,433.65			
146405	12/12/2024	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	\$2,578.07		
	Invoice		Date	Description		Amount			
	609159		11/27/2024	McClatchy Invoice 11.27.2024-12.15.2024		\$1,081.00			
	2168292		11/30/2024	FY 2025-2026 NOFO for Public Service Grant		\$1,497.07			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,081.00			
	255 - CDBG			255.11000 (Cash)		\$1,497.07			
146406	12/12/2024	Open			Accounts Payable	TID	\$1,007.79		
	Invoice		Date	Description		Amount			
	044010039 2024.1		12/03/2024	STATEMENT OF ASSESSMENT 044010039 FIRST		\$277.80			
				INSTALLMENT					
	050009002 2024.1		12/03/2024	STATEMENT OF ASSESSMENT 050009002 FIRST		\$68.90			
				INSTALLMENT					
	044010040 2024.1		12/03/2024	STATEMENT OF ASSESSMENT 044010040 FIRST		\$55.56			
				INSTALLMENT					
	043038024 2024-1		12/03/2024	STATEMENT OF ASSESSMENT 043038024 FIRST		\$102.20			
				INSTALLMENT					
	089013001 2024.1		12/03/2024	STATEMENT OF ASSESSMENT 089013001 FIRST		\$11.17			
				INSTALLMENT					
	073009014 2024.1		12/03/2024	STATEMENT OF ASSESSMENT 073009014 FIRST		\$144.13			
				INSTALLMENT					

City of Turlock

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	087001059	2024.1	12/03/2024		STATEMENT OF ASSESSMENT 087001059 FIRST		\$8.06		
	044015008	2024.1	12/03/2024		INSTALLMENT STATEMENT OF ASSESSMENT 044015008 FIRST		\$157.52		
	044010039-2024.1		12/03/2024		INSTALLMENT IRRIGATION WATER USE STATEMENT 044010039		\$182.45		
					2024				
					Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,007.79		
146407	12/12/2024	Open			Accounts Payable	TOM PONTON INDUSTRIES, INC	\$1,350.00		
	Invoice		Date		Description		Amount		
	30649		09/17/2024		VERIFICATION OF SIX SIEMENS 5100W		\$1,350.00		
					MAGMETERS				
					Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,350.00		
146408	12/12/2024	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00		
	Invoice		Date		Description		Amount		
	22538		11/30/2024		Consulting Services for November 2024		\$5,000.00		
					Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,500.00		
	420 - WATER				420.11000 (Cash)		\$2,500.00		
146409	12/12/2024	Open			Accounts Payable	TURLOCK COMMUNITY THEATRE	\$4,381.00		
	Invoice		Date		Description		Amount		
	202418		12/02/2024		2024 Fall Dance and Recital		\$4,381.00		
					Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,381.00		
146410	12/12/2024	Voided	INCORRECT VENDOR	12/12/2024	Accounts Payable	TURLOCK SCAVENGER CO INC	\$21,478.75		
	Invoice		Date		Description		Amount		
	030386		11/01/2024		Free Dump Day Event - October		\$21,478.75		
					Cash Account		Amount		
	204 - SolidWaste/Recycle/PublicEducati				204.11000 (Cash)		\$21,478.75		
146411	12/12/2024	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$25,868.50		
	Invoice		Date		Description		Amount		
	10-2024		10/31/2024		Street Sweeping - October		\$25,868.50		
					Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$3,104.22		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$22,764.28		
146412	12/12/2024	Open			Accounts Payable	TURLOCK SMOG LLC	\$28.00		
	Invoice		Date		Description		Amount		
	Invoice #10429		12/02/2024		ENG05-338 smog		\$28.00		
					Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$28.00		
146413	12/12/2024	Open			Accounts Payable	TURLOCK UMPIRE GROUP	\$3,090.00		
	Invoice		Date		Description		Amount		
	2024-10		12/02/2024		Adult Softball Fall League - November Umpires 2024		\$3,090.00		
					Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,090.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146414	12/12/2024	Open			Accounts Payable	TYLER TECHNOLOGIES INC.	\$2,127.00		
	Invoice		Date	Description		Amount			
	045-491088		10/28/2024	TERMINAL PURCHASE 3 DEVICES		\$2,127.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$709.14			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$708.93			
	420 - WATER			420.11000 (Cash)		\$708.93			
146415	12/12/2024	Open			Accounts Payable	UNITED RENTAL INC	\$1,316.35		
	Invoice		Date	Description		Amount			
	241467533-001		11/20/2024	SRWA - Equipment rental Telescopic Boom Lift		\$1,316.35			
				11.20.24					
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$1,316.35			
146416	12/12/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$21,029.77		
	Invoice		Date	Description		Amount			
	52593840		11/22/2024	SODIUM HYPOCHLORITE		\$16,664.56			
	52615485		12/03/2024	SRWA Supply & Del. Of Sodium Hydroxide 12.03.24		\$4,365.21			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$16,664.56			
	450 - SRWA - Operations			450.11000 (Cash)		\$4,365.21			
146417	12/12/2024	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,659.94		
	Invoice		Date	Description		Amount			
	0128444241201		12/01/2024	Acct #128444 - Public Safety internet service		\$1,301.24			
	0131803241201		12/01/2024	Acct #131803 - Transit Center telephone		\$358.70			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,301.24			
	426 - Transit			426.11000 (Cash)		\$358.70			
146418	12/12/2024	Open			Accounts Payable	Viking Shred, LLC	\$254.70		
	Invoice		Date	Description		Amount			
	51148962		12/03/2024	CITY WIDE SHREDDING - DECEMBER 2024		\$254.70			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$240.70			
	450 - SRWA - Operations			450.11000 (Cash)		\$14.00			
146419	12/12/2024	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$11,213.00		
	Invoice		Date	Description		Amount			
	00359.12-27		11/15/2024	NPDES Permit Compliance Services through 10.31.24		\$11,213.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$11,213.00			
146420	12/12/2024	Open			Accounts Payable	WARDEN'S OFFICE INC	\$85.81		
	Invoice		Date	Description		Amount			
	404365-00		10/03/2024	OFFICE CHAIR FOR JENNIFER FIGUEROA- DELIVERY		\$85.81			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$85.81			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146421	12/12/2024	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$279.08		
	Invoice		Date	Description		Amount			
	851133385		12/01/2024	ONLINE SOFTWARE SUBSCRIPTION FOR 11/01/24 - 11/30/24		\$279.08			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$279.08			
146422	12/12/2024	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$639.26		
	Invoice		Date	Description		Amount			
	January 2025		12/09/2024	WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM		\$639.26			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$639.26			
146423	12/12/2024	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$10,329.14		
	Invoice		Date	Description		Amount			
	S2218073.001		11/19/2024	PART FOR AERATION BLOWER MOTOR 400 HP		\$10,329.14			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$10,329.14			
146424	12/12/2024	Open			Accounts Payable	WMB ARCHITECTS INC	\$250.00		
	Invoice		Date	Description		Amount			
	25982		11/20/2024	20-010 Corporation Yard Security and Lighting- 11/20/24		\$250.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$250.00			
146425	12/12/2024	Open			Accounts Payable	WOOD CONSTRUCTION INC, DA	\$511,864.75		
	Invoice		Date	Description		Amount			
	PP4/CP 23-030		11/30/2024	23-030 RWQCF In-Plant Waste Line Repair-11/30/24		\$511,864.75			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$511,864.75			
146426	12/12/2024	Open			Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$1,600.00		
	Invoice		Date	Description		Amount			
	INV00189738		12/02/2024	HOSTED FIRE RMS - JAN 2025		\$1,600.00			
	Paying Fund			Cash Account		Amount			
	116 - Special Public Safety			116.11000 (Cash)		\$1,600.00			
146427	12/12/2024	Open			Accounts Payable	ALBERTI, MARK	\$150.00		
	Invoice		Date	Description		Amount			
	TR5064 PER DIEM		11/21/2024	RADAR OPERATOR, 12/3/24-12/5/24, DUBLIN		\$150.00			
	Paying Fund			Cash Account		Amount			
	206 - Traffic Safety			206.11000 (Cash)		\$150.00			
146428	12/12/2024	Open			Accounts Payable	ARGUETA, TONY	\$404.00		
	Invoice		Date	Description		Amount			
	TR 5066 PER DIEM		12/05/2024	NARCOTIC & SPECIALIZED UNIT SUP, 01/13/25- 01/18/25, SAN DIEGO		\$404.00			
	Paying Fund			Cash Account		Amount			
	201 - Asset Forfeiture			201.11000 (Cash)		\$404.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146429	12/12/2024	Open			Accounts Payable	HERNANDEZ, DOMINIC	\$100.00		
	Invoice		Date	Description		Amount			
	TR 5069 PER DIEM		12/05/2024	EVIDENCE MANAGEMENT, 01/15/25 - 01/16/25, ANAHEIM		\$100.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$100.00			
146430	12/12/2024	Open			Accounts Payable	LEWIS, CLIFF	\$178.00		
	Invoice		Date	Description		Amount			
	TR 5067 PER DIEM		12/05/2024	HOSTAGE NEGOTIATIONS TEAM LEADER, 01/06/25-01/08/25, HAWTHORNE		\$178.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$178.00			
146431	12/12/2024	Open			Accounts Payable	LEWIS, CLIFF	\$350.00		
	Invoice		Date	Description		Amount			
	TR 5068 PER DIEM		12/05/2024	HOSTAGE NEGOTIATIONS, 01/12/25-01/17/25, SAN PABLO		\$350.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$350.00			
146432	12/12/2024	Open			Accounts Payable	Morrison, Louis	\$175.68		
	Invoice		Date	Description		Amount			
	TR 5056		12/12/2024	Mileage, Parking, and Taxi Reimbursement for TR 5056		\$175.68			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$43.93			
	426 - Transit			426.11000 (Cash)		\$131.75			
146433	12/12/2024	Open			Accounts Payable	PERRY, TARYN, GOEHRING	\$121.27		
	Invoice		Date	Description		Amount			
	120724PERRY		12/09/2024	MILEAGE REIMBURSEMENT		\$121.27			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$121.27			
146434	12/12/2024	Open			Accounts Payable	Samol, Jeff	\$100.00		
	Invoice		Date	Description		Amount			
	TR5022 Demand		11/21/2024	Jeff Samol TR5022 Conference Parking Reimbursement		\$100.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$100.00			
146435	12/12/2024	Open			Accounts Payable	URBAN, NATE	\$350.00		
	Invoice		Date	Description		Amount			
	TR 5065 PER DIEM		12/05/2024	ICI ROBBERY INVESTIGATION, 01/05/25 - 01/10/25, SANTA CLARA		\$350.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$350.00			

Type Check Totals:

AP - Accounts Payable Totals

119 Transactions

\$1,516,687.51

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	118	\$1,495,208.76	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	1	\$21,478.75	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	119	\$1,516,687.51	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	118	\$1,495,208.76	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	1	\$21,478.75	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	119	\$1,516,687.51	\$0.00
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	118	\$1,495,208.76	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	1	\$21,478.75	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	119	\$1,516,687.51	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	118	\$1,495,208.76	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	1	\$21,478.75	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	119	\$1,516,687.51	\$0.00

Grand Totals:

City of Turlock

Payment Register

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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>									
146436	12/18/2024	Open			Miscellaneous Billing Refund	TYLER, KEVIN	\$100.00		
	<u>Customer Type</u>		<u>Customer Number</u>		<u>Transaction Date</u>		<u>Transaction Type</u>		
	Animal Control				6767 12/18/2024		Overpayment Adjustment		
	<u>Paying Fund</u>		<u>Cash Account</u>				<u>Amount</u>		
	998 - Due to/from Cash Clearing		998.11000 (Cash)				\$100.00		
146437	12/19/2024	Open			Utility Management Refund	BOYINGTON, VICTORIA	\$6.27		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>		<u>Transaction Type</u>
	Single Family Res Metered		170704-003		MOVE-OUT CREDIT		12/17/2024		Refund
	<u>Paying Fund</u>		<u>Cash Account</u>						<u>Amount</u>
	420 - WATER		420.11000 (Cash)						\$6.27
146438	12/19/2024	Open			Utility Management Refund	KNAPP, LARRY	\$49.75		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>		<u>Transaction Type</u>
	Single Family Res Metered		216666-006		MOVE-OUT CREDIT		12/17/2024		Refund
	<u>Paying Fund</u>		<u>Cash Account</u>						<u>Amount</u>
	420 - WATER		420.11000 (Cash)						\$49.75
146439	12/19/2024	Open			Utility Management Refund	NEESAN, EDDIE	\$39.38		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>		<u>Transaction Type</u>
	Single Family Res Metered		706329-002		MOVE-OUT CREDIT		12/17/2024		Refund
	<u>Paying Fund</u>		<u>Cash Account</u>						<u>Amount</u>
	420 - WATER		420.11000 (Cash)						\$39.38
146440	12/19/2024	Open			Utility Management Refund	VASQUEZ, KENDRA	\$84.59		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>		<u>Transaction Type</u>
	Single Family Res Metered		120480-008		MOVE-OUT CREDIT		12/17/2024		Refund
	<u>Paying Fund</u>		<u>Cash Account</u>						<u>Amount</u>
	420 - WATER		420.11000 (Cash)						\$84.59
146441	12/19/2024	Open			Accounts Payable	9280-0366 Quebec Inc., DBA Transit	\$2,400.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2073		12/12/2024		Transit Royale Subscription Q4 Year 1 Sept, Oct, Nov 2024		\$2,400.00		
	<u>Paying Fund</u>		<u>Cash Account</u>				<u>Amount</u>		
	426 - Transit		426.11000 (Cash)				\$2,400.00		
146442	12/19/2024	Open			Accounts Payable	AIRGAS NCN	\$1,541.88		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5512814307		11/30/2024		CYLINDER RENTAL		\$1,475.96		
	5512814518		11/30/2024		CYLINDER RENTAL LARGE HELIUM		\$65.92		
	<u>Paying Fund</u>		<u>Cash Account</u>				<u>Amount</u>		
	110 - General Fund		110.11000 (Cash)				\$491.99		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)				\$557.91		
	420 - WATER		420.11000 (Cash)				\$491.98		

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146443	12/19/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$3,446.32		
	Invoice		Date	Description		Amount			
	INV4627		12/03/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$179.23			
	INV4630		12/05/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$515.97			
	INV4628		12/02/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$32.52			
	INV4325		11/05/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$71.30			
	inv3952		09/30/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$608.30			
	INV4629		12/05/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$384.57			
	INV4680		12/13/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$272.74			
	INV4677		12/13/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$301.43			
	INV4678		12/13/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$120.57			
	INV4679		12/13/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$268.85			
	INV4324		11/05/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$506.18			
	INV4262		10/29/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$184.66			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,446.32			
146444	12/19/2024	Open			Accounts Payable	AMERICAN VALLEY WASTE OIL INC	\$510.00		
	Invoice		Date	Description		Amount			
	217409		12/11/2024	waster disposal		\$510.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$102.00			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$102.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$204.00			
	420 - WATER			420.11000 (Cash)		\$102.00			
146445	12/19/2024	Open			Accounts Payable	Animal Damage Management, Inc	\$3,577.50		
	Invoice		Date	Description		Amount			
	374566		11/15/2024	GOPHER CONTROL - November (pt. 2)		\$3,577.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,350.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$2,227.50			
146446	12/19/2024	Open			Accounts Payable	AssetWorks Inc	\$5,830.00		
	Invoice		Date	Description		Amount			
	SIN012300		10/31/2024	Pohli - October 2024		\$2,640.00			
	SIN012301		11/30/2024	Pohli/Drewelow - November 2024		\$3,190.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$2,215.40			
	505 - Fleet			505.11000 (Cash)		\$3,614.60			
146447	12/19/2024	Open			Accounts Payable	AT&T MOBILITY	\$2,835.87		
	Invoice		Date	Description		Amount			
	5470X12102024		12/02/2024	ADMIN/ENGINE PHONES NOV 03-DEC 02, 2024		\$501.03			
	5677X11272024		11/19/2024	287262975677 / WQC/Utilities Phones/Data (11/19/24)		\$1,096.95			
	4173X11272024		11/19/2024	287310834173 / SIM CARDS FOR WQC-SRWA-PARKS		\$1,147.91			
	X12042024		11/26/2024	UT - MIFI AND IPADS		\$89.98			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$501.03			
	205 - Sports Facilities			205.11000 (Cash)		\$93.86			

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146448	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,547.80		
	420 - WATER			420.11000 (Cash)			\$581.51		
	450 - SRWA - Operations			450.11000 (Cash)			\$111.67		
	12/19/2024	Open			Accounts Payable	AT&T/SBC	\$31.57		
	Invoice		Date	Description			Amount		
146449	PD 12/7/24		12/07/2024	Acct# 234 371-3447 543 0/ Police Dept			\$31.57		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$31.57		
	12/19/2024	Voided	INCORRECT ENTRY	12/20/2024	Accounts Payable	Atlas Copco North America Inc.	\$2,744.40		
	Invoice		Date	Description			Amount		
146450	1124113741		12/03/2024	SRWA - Quincy Compressor 12000 hour service kit - Partial			\$2,744.40		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$2,744.40		
	12/19/2024	Open			Accounts Payable	BACKFLOW DISTRIBUTORS, INC	\$178.16		
	Invoice		Date	Description			Amount		
146451	76330		12/06/2024	RELIEF VALVE RUBBER			\$178.16		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$178.16		
	12/19/2024	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	\$60.00		
	Invoice		Date	Description			Amount		
146452	80179159		11/28/2024	ORION CELLULAR NOV 2024			\$60.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$60.00		
	12/19/2024	Open			Accounts Payable	BARNES WELDING SUPPLY	\$102.13		
	Invoice		Date	Description			Amount		
146453	0091677528		11/30/2024	WELDING SUPPLIES FOR WQC			\$32.29		
	0063483990		11/21/2024	WELDING SUPPLIES FOR WQC			\$69.84		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$102.13		
	12/19/2024	Open			Accounts Payable	BICSEC SECURITY INC	\$1,879.41		
146453	Invoice		Date	Description			Amount		
	222116		12/01/2024	CITY HALL MONITORING: 1/01 - 1/31/2025			\$140.00		
	222115		12/01/2024	CHLORINE BLDG- MONITORING; 1/01 - 1/31/2025			\$161.25		
	222300		12/01/2024	ASSESSMENT BLDG MONITORING: 1/01-1/31/2025			\$263.00		
	222113		12/01/2024	TRANSIT CENTER; COMMERCIAL MONITORING; 1/01 - 1/31/2025			\$20.00		
	222117		12/01/2024	SWITCH GEAR MONITORING: 1/01 - 1/31/2025			\$120.00		
	222064		12/01/2024	TRANSIT CENTER MONITORING; 1/01 - 1/31/2025			\$186.25		
	222107		12/01/2024	CNG BLDG MONITORING: 12/01 - 12/31/2024			\$138.25		
	222111		12/01/2024	FIRE STATION MONITORING: 1/01 - 1/31/2025			\$121.25		
	222982		12/01/2024	PSF BLDG- MONITORING; 1/01-1/31/2025			\$186.66		
	222691		12/01/2024	TRAINING FACILITY - MISC. MONITORING 1/1-1/31/2025			\$542.75		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$990.66		

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146454	246 - Landscape Assessment			246.11000 (Cash)			\$263.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$281.25		
	426 - Transit			426.11000 (Cash)			\$344.50		
	12/19/2024	Open			Accounts Payable	BKS Law Firm, A Professional Corporation	\$1,662.50		
	Invoice			Date	Description	Amount			
146455	November 2024			11/30/2024	SRWA - Legal Services for 2024-25	November 2024	\$1,662.50		
	Paying Fund				Cash Account	Amount			
	950 - SRWA - JPA			950.11000 (Cash)			\$1,662.50		
	12/19/2024	Open			Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$450.00		
	Invoice			Date	Description	Amount			
146456	TP24005990-2			10/08/2024	CONFIDENTIAL VICTIM EXPENSE E6600106786601		\$150.00		
	TP24005338			09/08/2024	CONFIDENTIAL VICTIM EXPENSE E6600106040401		\$150.00		
	TP24004577			08/05/2024	CONFIDENTIAL VICTIM EXPENSE E6600105206201		\$150.00		
	Paying Fund				Cash Account	Amount			
	110 - General Fund			110.11000 (Cash)			\$450.00		
146457	12/19/2024	Open			Accounts Payable	CENTRAL SANITARY SUPPLY LLC dba BRADY INDUSTRIES	\$467.75		
	Invoice			Date	Description	Amount			
	9557271			12/13/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$467.75		
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$467.75		
146458	12/19/2024	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$5,987.98		
	Invoice			Date	Description	Amount			
	81719			11/21/2024	SERVICE CALL- CITY HALL- FIRST FLOOR- 10/28/2024		\$2,946.27		
	81741			11/22/2024	SERVICE CALL - CITY HALL-AC #8 - 10/4/2024		\$434.58		
	81718			11/21/2024	SERVICE CALL - CORP YARD - FLEET- REPAIR 12 HEATERS - 9/13/2024		\$2,313.41		
	81812			12/06/2024	SERVICE CALL - HOUSING - NO AC @ 829 VERMONT - 9/17/2024		\$293.72		
	Paying Fund				Cash Account	Amount			
	110 - General Fund			110.11000 (Cash)			\$3,380.85		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$293.72		
	505 - Fleet			505.11000 (Cash)			\$2,313.41		
146459	12/19/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$313.72		
	Invoice			Date	Description	Amount			
	0006514121524			12/15/2024	INTERNET AT CITY BLDGS; SENIOR CENTER; MARTY YERBY & RUBE BOESCH		\$313.72		
	Paying Fund				Cash Account	Amount			
	110 - General Fund			110.11000 (Cash)			\$313.72		
146459	12/19/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$298.86		
	Invoice			Date	Description	Amount			
	170075101120724			12/07/2024	170075101 / CITY HALL (TV Service) 156 S Broadway #112		\$298.86		
	Paying Fund				Cash Account	Amount			
	110 - General Fund			110.11000 (Cash)			\$58.87		

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146460	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$38.19		
	420 - WATER			420.11000 (Cash)			\$38.19		
	501 - Information Technology			501.11000 (Cash)			\$163.61		
	12/19/2024	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$642.88		
	Invoice		Date	Description		Amount			
146461	4009845376			12/13/2024	NOVEMBER 2024 PREMIUMS		\$642.88		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$642.88		
	12/19/2024	Open			Accounts Payable	CITY OF MODESTO	\$23,217.20		
	Invoice		Date	Description		Amount			
146462	153012			12/06/2024	FLEET MAINTENANCE OCT 2024		\$23,217.20		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$23,217.20		
	12/19/2024	Open			Accounts Payable	CivicPlus LLC	\$7,403.64		
	Invoice		Date	Description		Amount			
146463	317207			09/12/2024	ArchiveSocial Standard Renewal 7/1/24 - 6/30/25		\$7,403.64		
	Paying Fund				Cash Account		Amount		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$7,403.64		
	12/19/2024	Open			Accounts Payable	CODE PUBLISHING COMPANY	\$1,068.50		
	Invoice		Date	Description		Amount			
146464	GCI0016086			11/27/2024	Municipal Code Web Update		\$974.50		
	GCI0016256			12/13/2024	Municipal Code Web Update		\$94.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,068.50		
	12/19/2024	Open			Accounts Payable	Crane & Hoist Services, Ltd	\$216.45		
146465	11044			09/19/2024	CRANE & HOIST PREVENTATIVE MAINTENANCE, REPAIRS AND REPLACEMENT		\$216.45		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$72.15		
	420 - WATER				420.11000 (Cash)		\$72.15		
	505 - Fleet				505.11000 (Cash)		\$72.15		
146466	12/19/2024	Open			Accounts Payable	CRIME GUARD INC	\$6,120.00		
	Invoice		Date	Description		Amount			
	27391			12/06/2024	LIVE MONITORING; CENTRAL PARK; 11/01-11/30/2024		\$1,680.00		
	27392			12/06/2024	LIVE MONITORING; CORP YARD; 11/01-11/30/2024		\$1,080.00		
	27394			12/06/2024	LIVE MONITORING; DONNELLY PARK; 11/01-11/30/2024		\$840.00		
	27393			12/06/2024	LIVE MONITORING; DENAIR PARK; 11/01-11/30/2024		\$840.00		
	27390			12/06/2024	LIVE MONITORING; BROADWAY PARK; 11/01-11/30/2024		\$1,680.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$6,120.00		
	12/19/2024	Open			Accounts Payable	CRITICAL REACH INC	\$1,135.00		
146466	4266			12/09/2024	2025 APBNET ANNUAL SUPPORT FEE		\$1,135.00		
	Invoice		Date	Description		Amount			

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146467	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,135.00		
	12/19/2024	Open			Accounts Payable	DAVID M. COREY, PH.D., P.C. DBA Corey & Stewart	\$5,625.00		
146468	Invoice			Date	Description		Amount		
	5597			08/27/2024	Professional Services August 2024		\$5,625.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,625.00		
	12/19/2024	Open			Accounts Payable	DELL MARKETING LP	\$30,116.38		
	Invoice			Date	Description		Amount		
	10779416714			10/29/2024	Utilities - 2 Workstations		\$2,401.12		
	10780132090			11/01/2024	Monitors for Transit		\$991.40		
	10781213038			11/08/2024	Replacement Order no.2 2024/2025		\$20,419.97		
	10781757808			11/12/2024	Dispatch - Computer and Monitors		\$1,680.24		
	10781728118			11/12/2024	Recreation Laptop		\$897.94		
	10781728100			11/12/2024	Six Monitors - HR		\$1,077.42		
	10777316903			10/16/2024	CM/CA Video Conferencing - City Attorney's Office		\$2,648.29		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,662.47		
146469	205 - Sports Facilities			205.11000 (Cash)			\$256.53		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$128.27		
	242 - Computer Replacement			242.11000 (Cash)			\$20,419.97		
	246 - Landscape Assessment			246.11000 (Cash)			\$128.29		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$128.33		
	420 - WATER			420.11000 (Cash)			\$2,401.12		
	426 - Transit			426.11000 (Cash)			\$991.40		
	12/19/2024	Open			Accounts Payable	DF ENGINEERING INC	\$4,050.00		
	Invoice			Date	Description		Amount		
	24252			11/30/2024	SR03, 21-003 Fulkerth Rd Widening-11/30/24		\$4,050.00		
146470	Paying Fund			Cash Account			Amount		
	305 - Capital Facility Fees			305.11000 (Cash)			\$4,050.00		
	12/19/2024	Open			Accounts Payable	DOCUSCRIPT, LLC	\$779.82		
146471	Invoice			Date	Description		Amount		
	2742			12/01/2024	TRANSCRIPTION SERVICES FOR NOVEMBER 2024		\$779.82		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$779.82		
	12/19/2024	Open			Accounts Payable	DOWNTOWN FORD SALES INC	\$170,899.78		
146472	Invoice			Date	Description		Amount		
	10685			12/13/2024	POL24-1396 2025 FORD EXPLORER 4X4		\$45,519.69		
	10688			12/13/2024	POL24-1397 2025 FORD EXPLORER 4X4		\$63,794.76		
	10687			12/13/2024	POL24-1398 024 FORD F150 CREW CAB PICKUP 4X4		\$61,585.33		
	Paying Fund			Cash Account			Amount		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$170,899.78		
	12/19/2024	Open			Accounts Payable	DYETT & BHATIA URBAN	\$127,455.00		
	Invoice			Date	Description		Amount		
	21-580-26			11/27/2024	Professional Service for October 1 - November 15, 2024		\$127,455.00		

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146473	Paying Fund			Cash Account		Amount			
	241 - Asset Replacement			241.11000 (Cash)		\$54,053.00			
	271 - Development Services Grants			271.11000 (Cash)		\$73,402.00			
	12/19/2024	Open			Accounts Payable	EMMANUEL VALDOVINOS PEREZ DBA LIMITLESS GRAPHICS	\$5,427.85		
	Invoice			Date	Description	Amount			
	INV-000754			11/11/2024	VEHICLE 520 - SPOT GRAPHICS	\$1,085.57			
	INV-000752			11/11/2024	VEHICLE 505 SPOT GRAPHICS	\$1,085.57			
	INV-000753			11/11/2024	VEHICLE 511 - SPOT GRAPHICS	\$1,085.57			
	INV-000756			11/11/2024	VEHICLE 532 - SPOT GRAPHICS	\$1,085.57			
	INV-000755			11/11/2024	VEHICLE 528 - SPOT GRAPHICS	\$1,085.57			
146474	Paying Fund			Cash Account		Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$5,427.85			
	12/19/2024	Open			Accounts Payable	ENDRESS & HAUSER INC	\$1,818.36		
	Invoice			Date	Description	Amount			
	6002638129			12/03/2024	WQC SUPPLIES	\$1,818.36			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,818.36			
	12/19/2024	Open			Accounts Payable	ENTERPRISE FM TRUST	\$4,804.22		
	Invoice			Date	Description	Amount			
	FBN5206176			12/05/2024	SRWA Enterprise Leased Vehicles - December 2024	\$4,804.22			
146475	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$4,804.22			
	12/19/2024	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$448.00		
	Invoice			Date	Description	Amount			
	29222			11/30/2024	CAR WASH SERVICES - NOVEMBER 2024	\$448.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$427.00			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$3.50			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$17.50			
	12/19/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$156.49		
146477	Invoice			Date	Description	Amount			
	8-710-42714			12/16/2024	SHIPPING CHARGES FOR 12/13/24	\$156.49			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$156.49			
	12/19/2024	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$5,859.00		
	Invoice			Date	Description	Amount			
	5674			11/30/2024	City Hall - November 2024	\$5,733.00			
	5675			11/12/2024	Special Meetings - November 2024	\$126.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,859.00			
146479	12/19/2024	Open			Accounts Payable	Fisher Rosemount Systems Inc., DBA Emerson LLLP	\$3,339.03		
	Invoice			Date	Description	Amount			
	30863739			11/28/2024	SRWA - Rosemont Ozone Sensor	\$3,339.03			
	Paying Fund			Cash Account		Amount			

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146480	450 - SRWA - Operations			450.11000 (Cash)			\$3,339.03		
	12/19/2024	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$42.05		
	Invoice		Date	Description		Amount			
	7228349		11/27/2024	POTASSIUM IODIDE STARCH TEST		\$42.05			
146481	420 - WATER			420.11000 (Cash)			\$42.05		
	12/19/2024	Open			Accounts Payable	FRANCHISE TAX BOARD	\$160.94		
	Invoice		Date	Description		Amount			
	120724ZAPIEN		12/13/2024	12072024 PAYROLL WITHHOLDING		\$160.94			
146482	104 - Payroll Clearing Fund			104.11000 (Cash)			\$160.94		
	12/19/2024	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,976.63		
	Invoice		Date	Description		Amount			
	120724WILSON		12/13/2024	12072024 PAYROLL WITHHOLDING		\$1,976.63			
146483	104 - Payroll Clearing Fund			104.11000 (Cash)			\$1,976.63		
	12/19/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$256.10		
	Invoice		Date	Description		Amount			
	K4L0308		12/03/2024	DRINKING WATER WELL ANALYSIS - NITRATE		\$59.00			
146484	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$133.10		
	420 - WATER			420.11000 (Cash)			\$123.00		
	12/19/2024	Open			Accounts Payable	GHD INC	\$2,000.00		
	Invoice		Date	Description		Amount			
146485	305 - Capital Facility Fees			305.11000 (Cash)			\$2,000.00		
	12/19/2024	Open			Accounts Payable	GILLIG LLC	\$758.12		
	Invoice		Date	Description		Amount			
	41248596		12/05/2024	53-02231-021 6 EA SPRING ASM,GAS W/O		\$108.51			
146486	426 - Transit			426.11000 (Cash)			\$758.12		
	12/19/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$26,189.88		
	Invoice		Date	Description		Amount			
	86358		12/15/2024	CUST #24090 - Fuel Expense for 12/1/24 - 12/15/24		\$24,919.15			
	86167		12/02/2024	Fuel for Fire #3		\$1,270.73			
Paying Fund						Cash Account	Amount		

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146491	110 - General Fund			110.11000 (Cash)			\$2,500.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$950.00		
	426 - Transit			426.11000 (Cash)			\$450.00		
	501 - Information Technology			501.11000 (Cash)			\$800.00		
	12/19/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$748.74		
146492	Invoice			Date	Description		Amount		
	INV00556609			12/03/2024	SRWA supplies - Buffer Packs		\$351.83		
	INV00562622			12/09/2024	TUBE KYNAR UNION CONNECOOR		\$396.91		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$396.91		
146493	450 - SRWA - Operations			450.11000 (Cash)			\$351.83		
	12/19/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$357.69		
	Invoice			Date	Description		Amount		
	697964			12/05/2024	MATERIALS FOR THE SECURITY COVERS		\$301.68		
	697960			12/05/2024	GFCI PLUGS FOR MAIN ST AND CENTRAL PARK		\$56.01		
146494	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$357.69		
	12/19/2024	Open			Accounts Payable	HILMAR READY MIX	\$146.17		
	Invoice			Date	Description		Amount		
	12972			12/04/2024	CALCIUM ADDITIVE - 2098 JOETT		\$75.78		
146495	12947			11/12/2024	CANAL & GOLDEN ST - BACKFLOW		\$70.39		
	Paying Fund				Cash Account		Amount		
	420 - WATER			420.11000 (Cash)			\$146.17		
	12/19/2024	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$1,896.79		
	Invoice			Date	Description		Amount		
146496	SW000192491			12/05/2024	ST12-4385A REPAIR		\$1,896.79		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$1,896.79		
	12/19/2024	Open			Accounts Payable	IDEXX LABORATORIES INC	\$2,235.49		
	Invoice			Date	Description		Amount		
146497	3164782374			11/27/2024	LAB SUPPLIES		\$2,235.49		
	Paying Fund				Cash Account		Amount		
	420 - WATER			420.11000 (Cash)			\$2,235.49		
	12/19/2024	Open			Accounts Payable	INTERSTATE TRUCK CTR	\$316.45		
	Invoice			Date	Description		Amount		
146498	02P549298			12/16/2024	filters		\$316.45		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$316.45		
	12/19/2024	Open			Accounts Payable	ITRON INC	\$3,710.79		
	Invoice			Date	Description		Amount		
146499	695665			12/12/2024	HOSTING SERVICE 1/1 - 1/31/25		\$3,710.79		
	Paying Fund				Cash Account		Amount		
	420 - WATER			420.11000 (Cash)			\$3,710.79		

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146498	12/19/2024	Open			Accounts Payable	Jacobs Engineering Group Inc.	\$23,482.59		
	Invoice		Date	Description		Amount			
	W8Y33800-01		11/22/2024	SRWA - OT Support, SCADA, Process Support, and Training Sept 24		\$23,482.59			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$23,482.59			
146499	12/19/2024	Open			Accounts Payable	JM SQUARED	\$8,328.18		
	Invoice		Date	Description		Amount			
	124-7904		12/05/2024	FAIRBANKS MORSE PUMP PARTS		\$8,328.18			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$8,328.18			
146500	12/19/2024	Open			Accounts Payable	JORGENSEN & CO INC	\$881.95		
	Invoice		Date	Description		Amount			
	6163813		11/22/2024	FLEET MAINT- FIRE EXT ANNUAL MAINT (8) QTY		\$881.95			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$220.50			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$110.25			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$220.48			
	420 - WATER			420.11000 (Cash)		\$110.24			
	426 - Transit			426.11000 (Cash)		\$220.48			
146501	12/19/2024	Open			Accounts Payable	KEENAN & ASSOCIATES	\$29,339.25		
	Invoice		Date	Description		Amount			
	314924		12/02/2024	2024/2025 Annual Workers Comp Fee - 3rd Qtr		\$29,339.25			
	Paying Fund			Cash Account		Amount			
	510 - Workers Compensation Ins			510.11000 (Cash)		\$29,339.25			
146502	12/19/2024	Voided	INCORRECT ENTRY	12/20/2024	Accounts Payable	Kosmont & Associates, Inc. dba Kosmont Companies	\$38,858.80		
	Invoice		Date	Description		Amount			
	2409.6-003		11/30/2024	Economic Development Strategic Plan - FY 24/25		\$11,528.40			
	2409.6-001		09/30/2024	Economic Development Strategic Plan - FY 24/25		\$7,471.10			
	2409.6-002		10/31/2024	Economic Development Strategic Plan - FY 24/25		\$19,859.30			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$38,858.80			
146503	12/19/2024	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$9.00		
	Invoice		Date	Description		Amount			
	11474107		11/30/2024	Acct #9020101104 - Translation services for Police Department		\$9.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$9.00			
146504	12/19/2024	Open			Accounts Payable	LEADSONLINE PARENT LLC	\$3,239.00		
	Invoice		Date	Description		Amount			
	415661		11/15/2024	ANNUAL SUBSCRIPTION 02/15/2025-02/14/2026		\$3,239.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,239.00			
146505	12/19/2024	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	\$10,015.48		
	Invoice		Date	Description		Amount			
	1102425746		12/07/2024	SRWA SUPPLY AND DELIVERY OF Hydrated Lime 12.05.24		\$9,489.48			

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	1102425750		12/09/2024	SRWA SUPPLY AND DELIVERY OF Hydrated Lime			\$526.00		
				10.24.24					
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$10,015.48		
146506	12/19/2024	Open			Accounts Payable	Linde Inc.	\$9,766.00		
	Invoice		Date	Description			Amount		
	46791286		12/05/2024	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE			\$9,766.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$9,766.00		
146507	12/19/2024	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$1,479.70		
	Invoice		Date	Description			Amount		
	53659		11/30/2024	23-031 Engineering Design Services Task Order 1 - 11/30/24			\$1,479.70		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$1,479.70		
146508	12/19/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$433.03		
	Invoice		Date	Description			Amount		
	44548290		11/30/2024	ASPHALT			\$91.59		
	44575605		12/05/2024	ASPHALT			\$85.55		
	44559804		12/04/2024	ASPHALT			\$88.57		
	44529347		11/27/2024	ASPHALT			\$87.06		
	44598687		12/09/2024	ASPHALT			\$80.26		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$433.03		
146509	12/19/2024	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$9,824.21		
	Invoice		Date	Description			Amount		
	75190		11/26/2024	Card Readers - Council Chamber doors			\$9,824.21		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$9,824.21		
146510	12/19/2024	Open			Accounts Payable	MODESTO MACHINE WORKS INC	\$280.00		
	Invoice		Date	Description			Amount		
	58267		11/26/2024	ACID PHASE HEAT EXCHANGE REPAIR			\$280.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$280.00		
146511	12/19/2024	Open			Accounts Payable	MOTION INDUSTRIES INC - CA82	\$78.61		
	Invoice		Date	Description			Amount		
	CA15-00966197		11/20/2024	ROTOR BEARINGS			\$78.61		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$78.61		
146512	12/19/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$65.16		
	Invoice		Date	Description			Amount		
	829989		12/12/2024	2011R MIL LIGHT (M01)			\$65.16		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$65.16		

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146513	12/19/2024	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$1,224.46		
	Invoice		Date	Description		Amount			
	14L0033258518		12/10/2024	5 GALLON NESTLE DRINKING WATER RESOURCE BUILDING11.7.24 -12.6.24		\$175.59			
	14L0033242363		10/12/2024	5 GALLON NESTLE DRINKING WATER UTILITIES 11.7.24-12.6.24		\$349.17			
	14L0033242389		12/10/2024	5 GALLON NESTLE DRINKINGWASTEMGMT WATER TREATMENT11.7.24-12.6.24		\$373.03			
	14L0033242330		12/10/2024	5 GALLON DRINKING WATER AND CUPS FOR FLEET & PFM		\$326.67			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$326.67			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$448.88			
	420 - WATER			420.11000 (Cash)		\$448.91			
146514	12/19/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,184.21		
	Invoice		Date	Description		Amount			
	8577-436763		12/05/2024	40940, Endurance Ford / GM 7 Blade Towin		\$22.19			
	8577-436802		12/05/2024	71432 Triangle Warning Kit		\$25.66			
	8577-436803		12/05/2024	71432 Triangle Warning Kit		\$25.66			
	8577-436933		12/09/2024	BATTERIES		\$347.23			
	8577-436953		12/09/2024	BATTERY-Credit for Orig 436535,435027		(\$82.56)			
	8577-436955		12/09/2024	BATTERY-Credit for Orig 436933		(\$23.90)			
	8577-436952		12/09/2024	BATTERY-Credit for Orig		(\$23.90)			
	8577-436995		12/09/2024	OS30850R Oil Pan Gasket Set: Molded Rubber With Rigid Carrier		\$16.09			
	8577-436996		12/09/2024	610-280 WHEEL STUD 1/2-20		\$4.98			
	8577-437043		12/10/2024	rad cap		\$39.07			
	8577-437045		12/10/2024	RAD CAP-Credit for Orig 437043		(\$26.05)			
	8577-437076		12/10/2024	NS-M1200C NOZZLE (2PK)		\$30.58			
	8577-437147		12/11/2024	FILTER		\$3.82			
	8577-437182		12/11/2024	562.K1011SS LICENSE PLATE HOLDER		\$50.16			
	8577-437187		12/11/2024	48505 7 Blade Trailer End (Plastic)		\$14.11			
	8577-437189		12/11/2024	brake lines		\$12.04			
	8577-437191		12/11/2024	K700537 Stabilizer Bar Link Kit		\$20.63			
	8577-437210		12/12/2024	battery-Credit for Orig 436933		(\$23.90)			
	8577-437211		12/12/2024	battery-Credit for Orig 351127		(\$71.69)			
	8577-437212		12/12/2024	battery-Credit for Orig 436579		(\$23.90)			
	8577-437278		12/13/2024	PXD1056AH Brake Pads: Ceramic,		\$48.87			
	8577-437281		12/13/2024	5060990 Poly Rib Belt Serpentine Belt;		\$43.55			
	8577-437315		12/13/2024	BATTERY		\$189.20			
	8577-437318		12/13/2024	741-605 WINDOW MOTOR W/REG 1		\$47.56			
	8577-437346		12/16/2024	62271 Back-Up 4" Lamp -		\$21.88			
	8577-437365		12/16/2024	FILTERS		\$87.62			
	8577-437378		12/16/2024	PMD1330H REAR BRAKE PADS		\$59.30			
	8577-437366		12/16/2024	motor mounts		\$103.35			
	8577-437379		12/16/2024	PMD1330H REAR BRAKE PADS		\$59.30			
	8577-437405		12/16/2024	CLP 18-B5110 BRAKE CALIPER		\$136.17			
	8577-437412		12/16/2024	ABS SPEED SENSOR		\$51.09			
	Paying Fund			Cash Account		Amount			

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146515	110 - General Fund			110.11000 (Cash)			\$385.14		
	205 - Sports Facilities			205.11000 (Cash)			\$4.98		
	217 - Streets - Gas Tax			217.11000 (Cash)			(\$39.01)		
	246 - Landscape Assessment			246.11000 (Cash)			\$34.90		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$113.28		
	420 - WATER			420.11000 (Cash)			\$25.66		
	426 - Transit			426.11000 (Cash)			\$659.26		
146515	12/19/2024	Open			Accounts Payable	Northstar Chemical	\$9,524.70		
	Invoice		Date	Description			Amount		
	298198		11/25/2024	SODIUM HYDROXIDE FOR WELL 38			\$2,893.46		
	298165		11/27/2024	FERRIC CHLORIDE FOR WATER WELL #38			\$6,631.24		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$9,524.70		
146516	12/19/2024	Open			Accounts Payable	OFFICIA IMAGING INC DBA MO-CAL OFFICE SOLUTIONS	\$639.80		
	Invoice		Date	Description			Amount		
	AR123115		12/10/2024	Engineering-Ink Cartridges for Canon TX 3000MFP			\$639.80		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$639.80		
146517	12/19/2024	Open			Accounts Payable	ONESOURCE DISTRIBUTORS, LLC	\$163.38		
	Invoice		Date	Description			Amount		
	S007732427.001		12/06/2024	NEW WIRE FOR PLC IN THE PLANT			\$163.38		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$163.38		
146518	12/19/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$4,110.00		
	Invoice		Date	Description			Amount		
	4614		12/04/2024	SRWA - Senior Operator MC 12.02.24 - 12.04.24			\$4,110.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$4,110.00		
146519	12/19/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$281.05		
	Invoice		Date	Description			Amount		
	2800-494135		12/06/2024	FIRST AID KITS			\$97.65		
	2800-495065		12/09/2024	DOR 912-770 Dorman OE Solutions Door Release			\$76.57		
				Cable Assembly					
	2800-495548		12/11/2024	K200520 SWAY BAR BSH			\$106.83		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$225.25		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$13.95		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$27.90		
	420 - WATER			420.11000 (Cash)			\$13.95		
146520	12/19/2024	Open			Accounts Payable	OVIVO USA LLC	\$1,136.72		
	Invoice		Date	Description			Amount		
	8488647		11/14/2024	SUPPLIES			\$1,136.72		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,136.72		

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146521	12/19/2024	Open			Accounts Payable	P G & E	\$33,924.60		
	Invoice		Date	Description		Amount			
	0008349707-3		11/11/2024	19-51B Columbia Pool Improvements - GP 600 Columbia St-11/11/24		\$5,000.00			
	121024 1827 Shad		12/10/2024	Acct # 6163835639-6 1827 Shadow Park Dr.		\$76.26			
	CITY HALL12/6/24		12/06/2024	3254375586-5 / 156 S Broadway		\$242.90			
	FIRE#1 12/6/24		12/06/2024	3159594551-5 / 540 Marshall St		\$778.01			
	SENIOR 12/6/24		12/06/2024	2890831960-2 / 1191 Cahill St		\$487.68			
	701 WLNT12/10/24		12/10/2024	6224543828-8 / 701 S Walnut Rd		\$1,859.60			
	FIRE#2 12/7/24		12/07/2024	6182877164-4 / 791 S Walnut Rd		\$43.35			
	AC 12/9/24		12/09/2024	6266210492-6 / 801 S Walnut Rd		\$210.51			
	WLNT#E 12/7/24		12/07/2024	6141210500-1 / 701 S Walnut Rd E		\$8.38			
	CNG 12/10/24		12/10/2024	8466606707-3 / 901 S Walnut Rd CNG		\$1,477.94			
	WQC 12/7/24		12/07/2024	6349543820-0 / 901 S Walnut Rd		\$126.80			
	WLNT#A 12/10/24		12/10/2024	3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$11,969.35			
	WQC 12/07/24		12/07/2024	6307877156-3 / 901 S Walnut Rd		\$1,283.30			
	PSF 12/10/24		12/10/2024	8391988340-1 / 244 N Broadway-PSF		\$9,633.16			
	TRANSIT12/10/24		12/10/2024	9448303839-7 / 1418 N Golden State Blvd Ste 2		\$364.87			
	TRANSIT112/10/24		12/10/2024	0913752739-7 / 1418 N Golden State Blvd Ste 1		\$178.64			
	FIRE#4 12/13/24		12/13/2024	7556584382-0 / 2820 N Walnut-Fire #4		\$183.85			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$11,579.46			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$8.38			
	255 - CDBG			255.11000 (Cash)		\$76.26			
	301 - Capital Improvements			301.11000 (Cash)		\$5,000.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,410.10			
	426 - Transit			426.11000 (Cash)		\$12,512.86			
	505 - Fleet			505.11000 (Cash)		\$3,337.54			
146522	12/19/2024	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$7,029.45		
	Invoice		Date	Description		Amount			
	0510000357		11/21/2024	FIRE HYDRANT		\$4,675.22			
	059978586-2		11/25/2024	FORD BALL STOP		\$2,354.23			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$6,184.35			
	420 - WATER			420.11000 (Cash)		\$845.10			
146523	12/19/2024	Open			Accounts Payable	PAUL'S GLASS CO	\$65.73		
	Invoice		Date	Description		Amount			
	37059		11/21/2024	ST #34 - SCREEN REPLACE		\$65.73			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$65.73			
146524	12/19/2024	Open			Accounts Payable	PAUL'S PAINT COMPANY	\$359.55		
	Invoice		Date	Description		Amount			
	7106		12/09/2024	Misc. Painting Supplies		\$359.55			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$359.55			
146525	12/19/2024	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	\$148,059.00		
	Invoice		Date	Description		Amount			
	2941		12/16/2024	Meetings - City Council 12/16/24		\$600.00			

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	2936		07/31/2024		Assessment Districts Recalibration 7-31-24		\$4,170.00		
	2937		07/31/2024		Meetings - Other Reoccurring 7-31-24		\$720.00		
	2938		07/31/2024		Homelessness Policy 7-31-24		\$750.00		
	2939		07/31/2024		General Municipal 7-31-24		\$24,780.00		
	2940		07/31/2024		Cemetery Land Use 7-31-24		\$1,447.00		
	2942		08/30/2024		General Municipal 8/30/24		\$33,009.50		
	2943		08/30/2024		Meetings - Other 8/30/24		\$1,050.00		
	2944		09/30/2024		Meetings - Other Reoccurring 9/30/24		\$480.00		
	2945		09/30/2024		Development Services 9/30/24		\$2,760.00		
	2946		09/30/2024		General Municipal 9/30/24		\$19,691.00		
	2947		09/30/2024		Cannabis Regulation 9/30/24		\$1,980.00		
	2948		10/31/2024		General Municipal 10/31/2024		\$34,221.50		
	2949		10/31/2024		Meetings - Other Reoccurring 10/31/24		\$1,770.00		
	2950		11/30/2024		Meetings - Other Reoccurring 11/30/24		\$750.00		
	2952		11/30/2024		General Municipal 11/30/24		\$19,880.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$143,889.00		
	246 - Landscape Assessment				246.11000 (Cash)		\$4,170.00		
146526	12/19/2024	Open			Accounts Payable	PIRES, LIPOMI & BURKETT ARCHITECTURAL CORP	\$12,220.00		
	Invoice		Date	Description		Amount			
	6837		09/30/2024	SR03, 24-033 Transit Center EV Chargers-9/30/24		\$5,040.00			
	6888		10/31/2024	SR03, 24-033 Transit Center EV Chargers-10/31/24		\$3,780.00			
	6841		09/30/2024	23042 Feasibility Study- FS City of Turlock Transitional Housing		\$3,400.00			
	Paying Fund				Cash Account	Amount			
	426 - Transit				426.11000 (Cash)	\$8,820.00			
	625 - Successor Agency - LMI				625.11000 (Cash)	\$3,400.00			
146527	12/19/2024	Open			Accounts Payable	PODS ENTERPRISES, LLC	\$410.58		
	Invoice		Date	Description		Amount			
	PODS008550145		12/03/2024	RENTAL PICKUP FEE FOR 2 CONTAINERS		\$410.58			
	Paying Fund				Cash Account	Amount			
	246 - Landscape Assessment				246.11000 (Cash)	\$410.58			
146528	12/19/2024	Open			Accounts Payable	PRESSERT MARKETING INC	\$40,000.00		
	Invoice		Date	Description		Amount			
	1487		10/21/2024	Business Development Program - Contract Fees - FY24/25		\$20,000.00			
	1488		10/21/2024	2nd Invoice - Business Dev Program Contract Fees - FY24/24		\$20,000.00			
	Paying Fund				Cash Account	Amount			
	119 - American Rescue Plan Act				119.11000 (Cash)	\$40,000.00			
146529	12/19/2024	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	\$1,391.19		
	Invoice		Date	Description		Amount			
	1966		12/13/2024	OP17-616 REPAIR		\$1,391.19			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$1,391.19			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146530	12/19/2024	Open			Accounts Payable	PUMP PROS INC	\$33.46		
	Invoice		Date	Description		Amount			
	1477		12/05/2024	PARTS FOR PUMP IN CHLORINE BUILDING		\$33.46			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$33.46			
146531	12/19/2024	Open			Accounts Payable	REED INC, GEORGE	\$515.82		
	Invoice		Date	Description		Amount			
	100351951		11/22/2024	ASPHALT		\$149.50			
	100352612		12/04/2024	ASPHALT		\$157.45			
	100352747		12/05/2024	ASPHALT		\$110.62			
	100353036		12/09/2024	ASPHALT		\$98.25			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$515.82			
146532	12/19/2024	Open			Accounts Payable	ROBBINS, BROWNING, GODWIN & MARCHINI LLP	\$1,650.00		
	Invoice		Date	Description		Amount			
	72261		11/30/2024	Special Counsel - Conflict Attorney 11-30-24		\$1,650.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,650.00			
146533	12/19/2024	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$2,000.00		
	Invoice		Date	Description		Amount			
	23489		12/05/2024	PRE-EMP PSYCH		\$500.00			
	23468		11/27/2024	PRE-EMP PSYCH SCREENING		\$500.00			
	23465		11/27/2024	CONTRACT DECEMBER 2024		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,000.00			
146534	12/19/2024	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$3,361.00		
	Invoice		Date	Description		Amount			
	November 2024		11/27/2024	Romeo Medical Service November 2024		\$3,361.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,766.00			
	205 - Sports Facilities			205.11000 (Cash)		\$120.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$415.00			
	420 - WATER			420.11000 (Cash)		\$60.00			
146535	12/19/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$819.76		
	Invoice		Date	Description		Amount			
	3039838053		12/11/2024	EB5Z78060T10AA:FRD BOX ASY - GLOVE COMPARTMENT		\$377.89			
	3039853741		12/12/2024	BB5Z7820554AC:FRD MOULDING - DOOR WINDOW		\$140.06			
	3039858838		12/12/2024	2 164-R8129:FRD KEY PRE-CUT IPATS 90 DEG		\$301.81			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$819.76			
146536	12/19/2024	Open			Accounts Payable	SEEGERS PRINTING INC	\$3,543.37		
	Invoice		Date	Description		Amount			
	0144819-IN		12/04/2024	123 TCP PN		\$1,053.67			
	0144789-IN		12/04/2024	Rate Increase Reminder		\$1,240.50			
	0144788-IN		12/04/2024	Lead Service Line PN		\$1,053.67			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	0144639-IN		11/29/2024		PFM Business Cards (Padilla,Williams,Taylor)		\$195.53		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$65.17		
	204 - SolidWaste/Recycle/PublicEducati				204.11000 (Cash)		\$1,240.50		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$65.17		
	246 - Landscape Assessment				246.11000 (Cash)		\$65.19		
	420 - WATER				420.11000 (Cash)		\$2,107.34		
146537	12/19/2024	Open			Accounts Payable	SHARPENING SHOP	\$96.17		
	Invoice		Date		Description		Amount		
	432543		11/21/2024		COLLAR MAIN PIPE, AIR FILTER (4)		\$96.17		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$96.17		
146538	12/19/2024	Open			Accounts Payable	SOUTHERN TIRE MART	\$7,772.52		
	Invoice		Date		Description		Amount		
	7320015109		12/05/2024		tires		\$1,123.08		
	7320015140		12/05/2024		CL24-880 TIRE REPAIR		\$52.72		
	7320015266		12/13/2024		tires		\$2,206.18		
	7320015268		12/13/2024		TIRES		\$1,444.10		
	7320015264		12/13/2024		TIRES		\$1,298.64		
	7320015265		12/13/2024		TIRES		\$1,647.80		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$6,072.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,700.52		
146539	12/19/2024	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$20,087.14		
	Invoice		Date		Description		Amount		
	23044555		11/30/2024		NOVEMBER QUARTELY ROUTINE		\$6,410.00		
	23044556		11/30/2024		NOVEMBER RESPONSE		\$13,677.14		
	Paying Fund				Cash Account		Amount		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$20,087.14		
146540	12/19/2024	Open			Accounts Payable	STANISLAUS CO AUDITOR/CON	\$625.50		
	Invoice		Date		Description		Amount		
	7528		11/20/2024		ENCROACHMENT PERMIT FOR WATER JOB IN COUNTY POCKET		\$625.50		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$625.50		
146541	12/19/2024	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,359.00		
	Invoice		Date		Description		Amount		
	779825		12/04/2024		NOVEMBER 2024 FINGERPRINTING		\$1,359.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,359.00		
146542	12/19/2024	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$6,464,237.14		
	Invoice		Date		Description		Amount		
	SW-0299191		11/20/2024		Annual Permit Fees		\$27,293.00		
	D2002047-4		12/17/2024		Contract#D2002047; Project#5010043-001C SRWA		\$6,436,944.14		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$27,293.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146543	950 - SRWA - JPA			950.11000 (Cash)			\$6,436,944.14		
	12/19/2024	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$11,994.00		
	Invoice		Date	Description		Amount			
	WD-0281883		12/04/2024	SWRCB Annual Permit Fee for SRWA Facility ID 4DW0852		\$650.00			
	WD-0281384		12/04/2024	Annual Permit Fees - Facility ID: 5B50NC00455 7/1/24 -6/30/25		\$11,344.00			
	Paying Fund			Cash Account		Amount			
146544	950 - SRWA - JPA			950.11000 (Cash)			\$11,994.00		
	12/19/2024	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$172.40		
	Invoice		Date	Description		Amount			
	SI112937		12/11/2024	2024 CHEVROLET TAHOE UNIT 1395 - RADIO/VISOR MICROPHONE		\$86.20			
	SI112938		12/11/2024	2024 CHEVROLET TAHOE UNIT 1389 - RADIO/VISOR MICROPHONE		\$86.20			
	Paying Fund			Cash Account		Amount			
146545	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$172.40		
	12/19/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description		Amount			
	122124BECCHETTI		12/13/2024	12212024 PAYROLL WITHHOLDING		\$405.35			
146546	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$405.35		
	12/19/2024	Open			Accounts Payable	T I D	\$272,118.74		
	Invoice		Date	Description		Amount			
	083201 - DEC 24		12/10/2024	ACC#0832010000 - DEC 2024		\$9,970.55			
	183201 - DEC 24		12/10/2024	ACC#1832010000 - DEC 2024		\$11,223.07			
	283201 - DEC 24		12/09/2024	ACC#2832010000 - DEC 2024		\$12,406.00			
	383201 - DEC 24		12/10/2024	ACC#3832010000 - DEC 2024		\$4,078.34			
	483201 - DEC 24		12/13/2024	ACC#4832010000 - DEC 2024		\$153,568.68			
	683201 - DEC 24		12/09/2024	ACC#6832010000 - DEC 2024		\$5,763.51			
	773201 - DEC 24		12/09/2024	ACC#7732010000 - DEC 2024		\$11,566.77			
	873201 - DEC 24		12/09/2024	ACC#8732010000 - DEC 2024		\$9,569.39			
	973201 - DEC 24		12/10/2024	ACC#9732010000 - DEC 2024		\$53,972.43			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$18,978.85		
	205 - Sports Facilities			205.11000 (Cash)			\$2,143.76		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$26,397.45		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$131.40		
	246 - Landscape Assessment			246.11000 (Cash)			\$13,567.41		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$143,079.63		
	416 - Recycled Water Sales			416.11000 (Cash)			\$4,916.13		
420 - WATER			420.11000 (Cash)			\$59,646.54			
426 - Transit			426.11000 (Cash)			\$1,604.20			
505 - Fleet			505.11000 (Cash)			\$1,653.37			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146547	12/19/2024	Open			Accounts Payable	TARGETSOLUTIONS LEARNING LLC DBA VECTOR SOLUTIONS	\$17,061.00		
	Invoice		Date	Description		Amount			
	107749		12/01/2024	Membership & Maint Fee 12/31/24 - 12/31/25		\$17,061.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$17,061.00			
146548	12/19/2024	Open			Accounts Payable	TID	\$132.49		
	Invoice		Date	Description		Amount			
	044010040.2024		12/11/2024	2024 IRRIGATION WATER USE STATEMENT PARCEL 044010040		\$2.48			
	044015008.2024		12/11/2024	2024 IRRIGATION WATER USE STATEMENT PARCEL 044015008		\$130.01			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$132.49			
146549	12/19/2024	Open			Accounts Payable	TURLOCK CITY TOW INC	\$507.87		
	Invoice		Date	Description		Amount			
	140214		11/19/2024	TOWING SERVICE FOR PD ON 11/19/24		\$41.04			
	140314		11/22/2024	TOWING SERVICE FOR PD ON 11/22/24		\$46.17			
	140633		10/26/2024	TOWING SERVICE FOR EVIDENCE ON 10/26/24		\$82.08			
	140303		11/12/2024	TOWING SERVICE FOR EVIDENCE ON 11/12/24		\$133.38			
	140645		11/15/2024	TOWING SERVICE FOR EVIDENCE ON 11/15/24		\$41.04			
	137731		11/01/2024	TOWING SERVICE FOR TRANSIT ON 11/1/24		\$164.16			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$343.71			
	426 - Transit			426.11000 (Cash)		\$164.16			
146550	12/19/2024	Open			Accounts Payable	TURLOCK DOWNTOWN &	\$70,000.00		
	Invoice		Date	Description		Amount			
	FY24/25 Maint SE		10/17/2024	2024 - 10k annual maintenance contribution - PBID Agreement		\$10,000.00			
	FY-24/25 LP Main		11/14/2024	2024 PBID one time \$30k for light pole repairs		\$30,000.00			
	FY-24/25 QOA		10/17/2024	2024 Clean And Safe Program - PBID Agreement		\$30,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$70,000.00			
146551	12/19/2024	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	\$51,661.95		
	Invoice		Date	Description		Amount			
	30729		11/30/2024	SRWA - TID Commissioning Procedures & Normal Operations Nov 2024		\$51,661.95			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$51,661.95			
146552	12/19/2024	Open			Accounts Payable	TURLOCK JOURNAL	\$557.00		
	Invoice		Date	Description		Amount			
	381185		10/31/2024	Community Conversation Ad		\$350.00			
	382554		11/24/2024	Public Notice for 12/5/24 PC Meeting		\$207.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$557.00			
146553	12/19/2024	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$126.54		
	Invoice		Date	Description		Amount			
	0002969017		11/30/2024	SRWA - 6 yard Bin Service 12/01/24 - 12/31/24		\$126.54			

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146554	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$126.54		
	12/19/2024	Open			Accounts Payable	UMR	\$968.81		
	Invoice			Date	Description		Amount		
146555	TOSTA JAN 2025			12/01/2024	Retiree Health Premiums January 2025		\$968.81		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$968.81		
	12/19/2024	Open			Accounts Payable	UNITED RENTAL INC	\$9,442.11		
	Invoice			Date	Description		Amount		
	236495979-002			08/31/2024	EQUIPMENT RENTAL		\$3,688.91		
	236495979-001			08/03/2024	EQUIPMENT RENTAL		\$4,027.20		
	229163882-012			12/03/2024	SRWA - Equipment rental Skid Steer Loader 11/18/24		\$1,726.00		
146556	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$7,716.11		
	450 - SRWA - Operations			450.11000 (Cash)			\$1,726.00		
	12/19/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$17,285.90		
146557	Invoice			Date	Description		Amount		
	52618927			12/04/2024	SODIUM HYPOCHLORITE		\$17,285.90		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$17,285.90		
	12/19/2024	Open			Accounts Payable	VERIZON WIRELESS	\$10,889.10		
	Invoice			Date	Description		Amount		
	9975461699			09/04/2024	972530635-00024 BUILDING & PLANNING (9/4-10/3)		\$940.87		
	9977900611			10/04/2024	972530635-00024 BUILDING & PLANNING (10/4-11/3)		\$291.83		
	9979044042			11/18/2024	642482150-00001 UTILITY WELL SITES-SIM CARD USAGE 10/19-11/18		\$523.57		
	9977900614			11/03/2024	972530635-00029 UTILITIES (10/4-11/3)		\$1,397.92		
	9977900615			11/03/2024	972530635-00030 WQC (10/4-11/3)		\$494.13		
	9977900616			11/03/2024	972530635-00032 ELECTRICAL (10/4-11/3)		\$59.27		
	9977900619			11/03/2024	972530635-00037-UTILITY METER WELL SITES - MASTER RADIO(10/4-11/3		\$42.55		
	6100307822			12/03/2024	FIRE IPAD CHARGES NOV 04-DEC 03, 2024		\$228.06		
	6100307820			12/03/2024	Human Relations Verizon 11/4/24-12/3/24		\$41.57		
	6100307830			12/03/2024	TRANSIT 00033 NOVEMBER - DECEMBER 2024		\$297.66		
	6100307821			12/03/2024	POLICE NOV 04 - DEC 03		\$3,918.75		
	6100307831			12/03/2024	MAINTENANCE 0036 NOVEMBER - DECEMBER 2024		\$830.59		
	6100307823			12/03/2024	ENGINEERING 00023 NOVEMBER - DECEMBER 2024		\$432.17		
	6100307826			12/03/2024	RECREATION 00028 NOVEMBER - DECEMBER 2024		\$1,390.16		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$6,795.25		
	205 - Sports Facilities			205.11000 (Cash)			\$38.01		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$218.81		
	246 - Landscape Assessment			246.11000 (Cash)			\$536.14		

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146558	270 - Recreation Grants			270.11000 (Cash)			\$455.41		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,116.14		
	420 - WATER			420.11000 (Cash)			\$1,332.41		
	426 - Transit			426.11000 (Cash)			\$297.66		
	450 - SRWA - Operations			450.11000 (Cash)			\$66.89		
	505 - Fleet			505.11000 (Cash)			\$32.38		
	12/19/2024	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	\$4,199.22		
	Invoice		Date	Description		Amount			
	11/30/24		11/30/2024	UNIFORM RENTAL & LAUNDRY SERVICES - NOVEMBER 2024		\$4,199.22			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,272.86			
	205 - Sports Facilities			205.11000 (Cash)		\$136.76			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$172.12			
	246 - Landscape Assessment			246.11000 (Cash)		\$258.78			
146559	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,176.42		
	420 - WATER			420.11000 (Cash)			\$287.58		
	426 - Transit			426.11000 (Cash)			\$97.28		
	450 - SRWA - Operations			450.11000 (Cash)			\$565.13		
	505 - Fleet			505.11000 (Cash)			\$232.29		
	12/19/2024	Open			Accounts Payable	VWR INTERNATIONAL INC	\$574.20		
	Invoice		Date	Description		Amount			
	8817738012		12/02/2024	GLOVE EXAM NITRILE 9.5 IN M BX100		\$79.73			
	8817727615		11/27/2024	VWR CONTAINER SPECMN NO LID ST 5OZ CS500		\$53.01			
	8817746967		12/03/2024	VWR CONTAINER SPECMN IW ST 5OZ CS100		\$74.58			
	8817637466		11/18/2024	HYDROCHLORIC ACID 50%		\$165.72			
	8817626624		11/15/2024	MEDIUM GRNLT LAURYL SULPHATE BROTH 500G		\$82.15			
	8817648956		11/19/2024	POTASSIUM CHLORIDE 3 MOLAR		\$119.01			
	Paying Fund			Cash Account		Amount			
146560	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$521.19		
	420 - WATER			420.11000 (Cash)			\$53.01		
	12/19/2024	Open			Accounts Payable	WARDEN'S OFFICE INC	\$24.85		
	Invoice		Date	Description		Amount			
146561	206531-00		12/05/2024	Nameplate		\$24.85			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$24.85			
146562	12/19/2024	Open			Accounts Payable	WE CARE PROGRAM	\$1,500.00		
	Invoice		Date	Description		Amount			
	Draw 2nd Quarter		12/10/2024	Public Service-We Care Program-Emergency Shelter FY 2024-25		\$1,500.00			
	Paying Fund			Cash Account		Amount			
146562	255 - CDBG			255.11000 (Cash)		\$1,500.00			
	12/19/2024	Open			Accounts Payable	WECO INDUSTRIES INC	\$503.24		
	Invoice		Date	Description		Amount			
	0054696-IN		11/18/2024	FRO-103-2-50 GREASE, NLGI #2, SILVER 70		\$503.24			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$503.24			

Payment Register

From Payment Date: 12/13/2024 - To Payment Date: 12/19/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146563	12/19/2024	Open			Accounts Payable	West Turlock Subbasin Groundwater Sustainability	\$245,244.13		
	Invoice		Date	Description		Amount			
	2024-GSP		11/01/2024	GRANT COST SHARING CONTRIB. & DUES		\$245,244.13			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$245,244.13			
146564	12/19/2024	Open			Accounts Payable	WEST YOST ASSOCIATES	\$75,579.72		
	Invoice		Date	Description		Amount			
	2060833		10/31/2024	SRWA - Program Mgmt Services for 2024-25 October 2024		\$75,579.72			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$75,579.72			
146565	12/19/2024	Open			Accounts Payable	Western Extrication Specialists, Inc.	\$6,554.67		
	Invoice		Date	Description		Amount			
	2882		12/06/2024	EXTRICATION TOOLS ESTIMATE 3057		\$6,554.67			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,554.67			
146566	12/19/2024	Open			Accounts Payable	WEXBANK	\$66.77		
	Invoice		Date	Description		Amount			
	101575487		12/15/2024	SHELL FUEL 12-15-24		\$66.77			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$66.77			
146567	12/19/2024	Open			Accounts Payable	WILLDAN FINANCIAL SVCS	\$1,005.00		
	Invoice		Date	Description		Amount			
	010-60677		12/16/2024	CFD Formation Services through 11/22/24		\$1,005.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,005.00			
146568	12/19/2024	Open			Accounts Payable	Calvario, Charlotte	\$2,387.66		
	Invoice		Date	Description		Amount			
	Comp Loan-FY2425		12/16/2024	TCEA - Computer Loan FY 24/25		\$2,387.66			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,387.66			
146569	12/19/2024	Open			Accounts Payable	CASTRO, VALERIE	\$154.00		
	Invoice		Date	Description		Amount			
	TR5011 Per Diem		12/10/2024	2025 CAPPO Conference - Sacramento, CA 1/11/25-1/15/25		\$154.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$154.00			
146570	12/19/2024	Open			Accounts Payable	Contreras, Ismael	\$60.00		
	Invoice		Date	Description		Amount			
	OP 42711 T2		12/09/2024	SRWA - Drinking Water Cert Renewal T2		\$60.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$60.00			
146571	12/19/2024	Open			Accounts Payable	Contreras, Ismael	\$60.00		
	Invoice		Date	Description		Amount			
	OP 50002 D2		12/09/2024	SRWA - Drinking Water Cert Renewal D2		\$60.00			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 12/13/2024 - To Payment Date: 12/19/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146572	450 - SRWA - Operations			450.11000 (Cash)			\$60.00		
	12/19/2024	Open			Accounts Payable	Dhanota, Tiffini	\$80.00		
	Invoice		Date	Description		Amount			
	TR 5040 Per Diem		10/03/2024	NeoGov Ignite Conference 9.30.24-10.3.24 NV		\$80.00			
146573	110 - General Fund			110.11000 (Cash)			\$80.00		
	12/19/2024	Open			Accounts Payable	DUSEL, JOSEPH	\$94.71		
	Invoice		Date	Description		Amount			
	DEMAND - JDUSEL		12/12/2024	FBI LEEDA, 12/2/24-12/6/24, CERES - LUNCH REIMBURSEMENT		\$94.71			
146574	110 - General Fund			110.11000 (Cash)			\$94.71		
	12/19/2024	Open			Accounts Payable	Francisco-Torres, Veronica	\$363.53		
	Invoice		Date	Description		Amount			
	Prof Dev 24/25		11/27/2024	Professional Development 24/24		\$363.53			
146575	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$181.76		
	420 - WATER			420.11000 (Cash)			\$181.77		
	12/19/2024	Open			Accounts Payable	GARCIA, CARINA	\$280.00		
	Invoice		Date	Description		Amount			
146576	110 - General Fund			110.11000 (Cash)			\$280.00		
	12/19/2024	Open			Accounts Payable	Godinez, Alejandra	\$80.00		
	Invoice		Date	Description		Amount			
	TR 5040 Per Diem		10/03/2024	NeoGov Ignite Conference 9.30.24-10.3.24 NV		\$80.00			
146577	110 - General Fund			110.11000 (Cash)			\$80.00		
	12/19/2024	Open			Accounts Payable	GONZALES, RAYMOND	\$100.00		
	Invoice		Date	Description		Amount			
	GONZALES - D3		12/16/2024	REIMBURSEMENT FOR WATER D3 EXAM		\$100.00			
146578	420 - WATER			420.11000 (Cash)			\$100.00		
	12/19/2024	Open			Accounts Payable	HAGGSTROM , SCOTT	\$187.00		
	Invoice		Date	Description		Amount			
	12022024		12/02/2024	PESTICIDE RE-CERT/TRAINING REIMBURSEMENT		\$187.00			
146579	246 - Landscape Assessment			246.11000 (Cash)			\$187.00		
	12/19/2024	Open			Accounts Payable	HOUSTON, CLARK & SHIRLEY	\$38.00		
	Invoice		Date	Description		Amount			
	R24-007306		12/11/2024	A/C REFUND		\$38.00			
	110 - General Fund			110.11000 (Cash)			\$18.00		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$20.00		

Payment Register

From Payment Date: 12/13/2024 - To Payment Date: 12/19/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146580	12/19/2024	Open			Accounts Payable	HOUSTON, CLARK & SHIRLEY	\$100.00		
	Invoice		Date	Description		Amount			
	R24-007306		12/11/2024	A/C REFUND		\$100.00			
	Paying Fund			Cash Account		Amount			
	203 - Animal Fee Forfeiture			203.11000 (Cash)		\$100.00			
146581	12/19/2024	Open			Accounts Payable	INGERSOLL, DARLENE	\$218.02		
	Invoice		Date	Description		Amount			
	TR5040 Diem/Reim		10/03/2024	NeoGov Ignite Conference 9.30.24-10.3.24 NV		\$218.02			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$218.02			
146582	12/19/2024	Open			Accounts Payable	JKB LIVING	\$2,296.61		
	Invoice		Date	Description		Amount			
	Sept2022-Dec2024		12/01/2024	Reimbursement- Lights in Legends North 3 (Summerfield Assmt Dist		\$2,296.61			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$2,296.61			
146583	12/19/2024	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$3,200.42		
	Invoice		Date	Description		Amount			
	METER #13614311		12/11/2024	HYDRANT METER #13614311		\$3,200.42			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,495.00			
	420 - WATER			420.11000 (Cash)		(\$294.58)			
146584	12/19/2024	Open			Accounts Payable	PONCE, MARISELA	\$1,000.00		
	Invoice		Date	Description		Amount			
	16717669		12/03/2024	PLAY PROGRAM FAMILY CREDIT		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000.00			
146585	12/19/2024	Open			Accounts Payable	QUIROGA, ELIZABETH	\$154.00		
	Invoice		Date	Description		Amount			
	TR5010 Per Diem		12/10/2024	2025 CAPPO Conference - Sacramento, CA 1/11/25- 1/15/25		\$154.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$154.00			
146586	12/19/2024	Open			Accounts Payable	STOW, CONNYSUE	\$154.00		
	Invoice		Date	Description		Amount			
	TR5062 Per Diem		12/10/2024	2025 CAPPO Conference - Sacramento, CA - 1/11/25- 1/15/25		\$154.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$154.00			
146587	12/19/2024	Open			Accounts Payable	Vue, Jerry	\$80.00		
	Invoice		Date	Description		Amount			
	TR 5040 Per Diem		10/03/2024	NeoGov Ignite Conference 9.30.24-10.3.24 NV		\$80.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$80.00			

Type Check Totals:

152 Transactions

\$8,196,986.78

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
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Payment Register

From Payment Date: 12/13/2024 - To Payment Date: 12/19/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	150	\$8,155,383.58	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$41,603.20	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	152	\$8,196,986.78	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	150	\$8,155,383.58	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$41,603.20	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	152	\$8,196,986.78	\$0.00	
Grand Totals:					Checks	Status	Count	Transaction Amount	Reconciled Amount
					Open	150	\$8,155,383.58	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$41,603.20	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	152	\$8,196,986.78	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	150	\$8,155,383.58	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$41,603.20	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	152	\$8,196,986.78	\$0.00	

Payment Register

From Payment Date: 12/20/2024 - To Payment Date: 1/2/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
146588	12/20/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$149.54		
	Invoice		Date	Description		Amount			
	8-717-89532		12/20/2024	SHIPPING CHARGES FOR 12/20/24		\$149.54			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$85.80			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$12.41			
	420 - WATER			420.11000 (Cash)		\$51.33			
146589	12/20/2024	Open			Accounts Payable	Kosmont & Associates, Inc. dba Kosmont Companies	\$38,859.80		
	Invoice		Date	Description		Amount			
	2409.6-001-1		12/20/2024	Economic Development Strategic Plan - FY 24/25		\$7,471.10			
	2409.6-002-2		12/20/2024	Economic Development Strategic Plan - FY 24/25		\$19,860.30			
	2409.6-003-3		12/20/2024	Economic Development Strategic Plan - FY 24/25		\$11,528.40			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$38,859.80			
146590	12/20/2024	Open			Accounts Payable	Atlas Copco North America Inc.	\$2,744.40		
	Invoice		Date	Description		Amount			
	1124113741		12/03/2024	SRWA - Quincy Compressor 12000 hour service kit - Partial		\$2,744.40			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$2,744.40			
146591	12/20/2024	Open			Accounts Payable	B.A.Y Industries, LLC DBA The Brick	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program Reimbursement - FY 24/25		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146592	12/20/2024	Open			Accounts Payable	Bauhinia ACN LLC dba Terracotta Poke Restaurant	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program Reimbursement - FY 24/25		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146593	12/20/2024	Open			Accounts Payable	Bistro 234 LLC	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program Reimbursement - FY 24/25		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146594	12/20/2024	Open			Accounts Payable	Boutique Portraits Studios LLC	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program Reimbursement - FY 24/25		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			

Payment Register

From Payment Date: 12/20/2024 - To Payment Date: 1/2/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146595	12/20/2024	Open			Accounts Payable	Club Barber LLC dba Barber Club Turlock	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program Reimbursement - FY 24/25		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146596	12/20/2024	Open			Accounts Payable	Heritage Home Furnishing LLC dba Minervas Furnitur	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program Reimbursement - FY 24/25		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146597	12/20/2024	Open			Accounts Payable	INTRO	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program Reimbursement - FY 24/25		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146598	12/20/2024	Open			Accounts Payable	Lisa M. Fernandes dba Lisa's Cookie Jar	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program Reimbursement - FY 24/25		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146599	12/20/2024	Open			Accounts Payable	Little Red Door	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program Reimbursement - FY 24/25		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146600	12/20/2024	Open			Accounts Payable	Reliable Property Management LLC	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program Reimbursement - FY 24/25		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146601	12/20/2024	Open			Accounts Payable	Scientific Air Solutions	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program Reimbursement - FY 24/25		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			

Payment Register

From Payment Date: 12/20/2024 - To Payment Date: 1/2/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146602	12/20/2024	Open			Accounts Payable	TURLOCK TRUCK STUFF LLC	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment -TBD		12/20/2024	1st Payment for Business Dev. Program		\$1,750.00			
				Reimbursement - FY 24/25					
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146603	01/02/2025	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$214.00		
	Invoice		Date	Description		Amount			
	12/18/24		12/18/2024	Monthly Internet Service - 12/19/24-1/18/25		\$214.00			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$214.00			
146604	01/02/2025	Open			Accounts Payable	FEDERAL EXPRESS	\$54.36		
	Invoice		Date	Description		Amount			
	8-724-80597		12/27/2024	SHIPPING CHARGES FOR 12/27/24		\$54.36			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$41.95			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$12.41			
Type Check Totals:							\$63,022.10		
AP - Accounts Payable Totals									

17 Transactions

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	17	\$63,022.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	17	\$63,022.10	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	17	\$63,022.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	17	\$63,022.10	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	17	\$63,022.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	17	\$63,022.10	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	17	\$63,022.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	17	\$63,022.10	\$0.00

Payment Register

From Payment Date: 9/1/2024 - To Payment Date: 9/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PR - Payroll Account									
<u>EFT</u>									
147512	09/09/2024	Open			Accounts Payable	CalPERS	\$327,075.68		
	Invoice		Date	Description		Amount			
	8/31/24PR		09/09/2024	8/31/24PR-CALPERS		\$327,075.68			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$327,075.68			
147513	09/27/2024	Open			Accounts Payable	CalPERS	\$330,529.45		
	Invoice		Date	Description		Amount			
	9/14/24PR		09/27/2024	9/14/24PR-CALPERS		\$330,529.45			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$330,529.45			
147514	09/05/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$11,639.90		
	Invoice		Date	Description		Amount			
	BE006231017		09/05/2024	DELTA DENTAL CLAIMS FOR 8/23/24-8/29/24		\$11,639.90			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$11,639.90			
147515	09/05/2024	Open			Accounts Payable	UMR	\$407.50		
	Invoice		Date	Description		Amount			
	SEP 24 CUSTODIAL		09/05/2024	UMR SEPTEMBER 2024 CUSTODIAL AND BANKING FEE		\$407.50			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$407.50			
147516	09/05/2024	Open			Accounts Payable	UMR	\$529.27		
	Invoice		Date	Description		Amount			
	8/27-9/3-FY23/24		09/05/2024	UMR CLAIMS FOR 8/27/24-9/3/24-FY 23/24		\$529.27			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$529.27			
147517	09/05/2024	Open			Accounts Payable	UMR	\$21,246.28		
	Invoice		Date	Description		Amount			
	8/27-9/3-FY24/25		09/05/2024	UMR CLAIMS FOR 8/27/24-9/3/24-FY 24/25		\$21,246.28			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$21,246.28			
147518	09/05/2024	Open			Accounts Payable	UMR	\$153,121.46		
	Invoice		Date	Description		Amount			
	SEP 24 PREM		09/05/2024	UMR SEPTEMBER 2024 HEALTH PREMIUMS		\$153,121.46			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$153,121.46			
147519	09/06/2024	Open			Accounts Payable	CA SDU	\$2,501.40		
	Invoice		Date	Description		Amount			
	8/31/24PR		09/06/2024	8/31/24PR-CHILD SUPPORT PAYMENT		\$2,501.40			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$2,501.40			
147520	09/06/2024	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description		Amount			
	8/31/24PR		09/06/2024	8/31/24PR-GOLDEN 1 CU		\$3,947.00			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 9/1/2024 - To Payment Date: 9/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
147521	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,947.00		
	09/06/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$206,920.17		
	Invoice		Date	Description		Amount			
	8/31/24PR		09/06/2024	8/31/24PR-FEDERAL TAXES		\$206,920.17			
147522	104 - Payroll Clearing Fund			104.11000 (Cash)			\$206,920.17		
	09/06/2024	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$62,949.15		
	Invoice		Date	Description		Amount			
	8/31/24PR		09/06/2024	8/31/24PR-STATE TAXES		\$62,949.15			
147523	104 - Payroll Clearing Fund			104.11000 (Cash)			\$62,949.15		
	09/06/2024	Open			Accounts Payable	T A P O	\$6,058.43		
	Invoice		Date	Description		Amount			
	8/31/24PR		09/06/2024	8/31/24PR-TAPO DUES		\$6,058.43			
147524	104 - Payroll Clearing Fund			104.11000 (Cash)			\$6,058.43		
	09/06/2024	Open			Accounts Payable	T C E A	\$2,895.75		
	Invoice		Date	Description		Amount			
	8/31/24PR		09/06/2024	8/31/24PR-TCEA DUES		\$2,895.75			
147525	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,895.75		
	09/09/2024	Open			Accounts Payable	TFRA	\$9,506.20		
	Invoice		Date	Description		Amount			
	8/31/24PR-RHS		09/09/2024	8/31/24PR-TFRA RHS DUES		\$9,506.20			
147526	104 - Payroll Clearing Fund			104.11000 (Cash)			\$9,506.20		
	09/06/2024	Open			Accounts Payable	TMAPS	\$200.00		
	Invoice		Date	Description		Amount			
	8/31/24PR		09/06/2024	8/31/24PR-TMAPS DUES		\$200.00			
147527	104 - Payroll Clearing Fund			104.11000 (Cash)			\$200.00		
	09/09/2024	Open			Accounts Payable	T A P O	\$16,068.99		
	Invoice		Date	Description		Amount			
	8/31/24PR-RHS		09/09/2024	8/31/24PR-TAPO RHS DUES		\$16,068.99			
147528	104 - Payroll Clearing Fund			104.11000 (Cash)			\$16,068.99		
	09/06/2024	Open			Accounts Payable	T C E A	\$71.50		
	Invoice		Date	Description		Amount			
	8/31/24PR-BENEVO		09/06/2024	8/31/24PR-TCEA BENEVOLENCE DUES		\$71.50			
147529	104 - Payroll Clearing Fund			104.11000 (Cash)			\$71.50		
	09/09/2024	Open			Accounts Payable	ICMA-RC	\$98,383.55		
	Invoice		Date	Description		Amount			
	8/31/24PR		09/09/2024	8/31/24PR-ICMA		\$98,383.55			
147529	104 - Payroll Clearing Fund			104.11000 (Cash)			\$98,383.55		
	Paying Fund			Cash Account		Amount			

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From Payment Date: 9/1/2024 - To Payment Date: 9/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
147530	09/11/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,875.05		
	Invoice		Date	Description		Amount			
	BE006240532		09/11/2024	DELTA DENTAL CLAIMS FOR 8/30/24-9/5/24		\$5,875.05			
	Paying Fund			Cash Account		Amount			
147531	09/11/2024	Open			Accounts Payable	UMR	\$11,508.90		
	Invoice		Date	Description		Amount			
	9/4-9/9-FY23/24		09/11/2024	UMR CLAIMS FOR 9/4/24-9/9/24-FY 23/24		\$11,508.90			
	Paying Fund			Cash Account		Amount			
147532	09/11/2024	Open			Accounts Payable	UMR	\$109,341.05		
	Invoice		Date	Description		Amount			
	9/4-9/9-FY24/25		09/11/2024	UMR CLAIMS FOR 9/4/24-9/9/24-FY 24/25		\$109,341.05			
	Paying Fund			Cash Account		Amount			
147533	09/19/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,469.69		
	Invoice		Date	Description		Amount			
	BE006243543		09/19/2024	DELTA DENTAL CLAIMS FOR 9/6/24-9/12/24		\$5,469.69			
	Paying Fund			Cash Account		Amount			
147534	09/19/2024	Open			Accounts Payable	UMR	\$1,250.56		
	Invoice		Date	Description		Amount			
	9/10-9/16-FY2024		09/19/2024	UMR CLAIMS FOR 9/10/24-9/16/24-FY23/24		\$1,250.56			
	Paying Fund			Cash Account		Amount			
147535	09/19/2024	Open			Accounts Payable	UMR	\$65,023.62		
	Invoice		Date	Description		Amount			
	9/10-9/16-FY2025		09/19/2024	UMR CLAIMS FOR 9/10/24-9/16/24-FY24/25		\$65,023.62			
	Paying Fund			Cash Account		Amount			
147536	09/20/2024	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description		Amount			
	9/14/24PR		09/20/2024	9/14/24PR-GOLDEN 1 CU		\$3,947.00			
	Paying Fund			Cash Account		Amount			
147537	09/20/2024	Open			Accounts Payable	T A P O	\$5,933.14		
	Invoice		Date	Description		Amount			
	9/14/24PR		09/20/2024	9/14/24PR-TAPO DUES		\$5,933.14			
	Paying Fund			Cash Account		Amount			
147538	09/20/2024	Open			Accounts Payable	T C E A	\$2,997.00		
	Invoice		Date	Description		Amount			
	9/14/24PR		09/20/2024	9/14/24PR-TCEA DUES		\$2,997.00			
	Paying Fund			Cash Account		Amount			

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From Payment Date: 9/1/2024 - To Payment Date: 9/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
147539	09/20/2024	Open			Accounts Payable	TFRA	\$6,158.24		
	Invoice		Date	Description		Amount			
	9/14/24PR		09/20/2024	9/14/24PR-TFRA DUES		\$6,158.24			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$6,158.24			
147540	09/20/2024	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$345.00		
	Invoice		Date	Description		Amount			
	9/14/24PR		09/20/2024	9/14/24PR-FIRE INC DUES		\$345.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$345.00			
147541	09/20/2024	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$130.00		
	Invoice		Date	Description		Amount			
	9/14/24PR		09/20/2024	9/14/24PR-TURLOCK HEALTH CLUB		\$130.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$130.00			
147542	09/20/2024	Open			Accounts Payable	CA SDU	\$1,982.28		
	Invoice		Date	Description		Amount			
	9/14/24PR		09/20/2024	9/14/24PR-CHILD SUPPORT PAYMENT		\$1,982.28			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,982.28			
147543	09/23/2024	Open			Accounts Payable	ICMA-RC	\$100,447.11		
	Invoice		Date	Description		Amount			
	9/14/24PR		09/23/2024	9/14/24PR-ICMA		\$100,447.11			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$100,447.11			
147544	09/20/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$215,552.92		
	Invoice		Date	Description		Amount			
	9/14/24PR		09/20/2024	9/14/24PR-FEDERAL TAXES		\$215,552.92			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$215,552.92			
147545	09/20/2024	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$66,547.39		
	Invoice		Date	Description		Amount			
	9/14/24PR		09/20/2024	9/14/24PR-STATE TAXES		\$66,547.39			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$66,547.39			
147546	09/23/2024	Open			Accounts Payable	T A P O	\$16,135.38		
	Invoice		Date	Description		Amount			
	9/14/24PR-RHS		09/23/2024	9/14/24PR-TAPO RHS DUES		\$16,135.38			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$16,135.38			
147547	09/20/2024	Open			Accounts Payable	T C E A	\$74.00		
	Invoice		Date	Description		Amount			
	9/14/24PR-BENEVO		09/20/2024	9/14/24PR-TCEA BENEVOLENCE DUES		\$74.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$74.00			

City of Turlock

Payment Register

From Payment Date: 9/1/2024 - To Payment Date: 9/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
147548	09/23/2024	Open			Accounts Payable	TFRA	\$9,285.56		
	Invoice		Date	Description		Amount			
	9/14/24PR-RHS		09/23/2024	9/14/24PR-TFRA RHS DUES		\$9,285.56			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$9,285.56			
147549	09/23/2024	Open			Accounts Payable	UMR	(\$1,245.14)		
	Invoice		Date	Description		Amount			
	AUG24 OSR REFUND		09/23/2024	AUGUST 2024 OSR REFUND		(\$1,245.14)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		(\$1,245.14)			
147550	09/23/2024	Open			Accounts Payable	UMR	(\$1,992.00)		
	Invoice		Date	Description		Amount			
	AUG24 COBRA REF		09/23/2024	UMR AUGUST COBRA REFUND		(\$1,992.00)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		(\$1,992.00)			
147551	09/23/2024	Open			Accounts Payable	UMR	(\$22,439.72)		
	Invoice		Date	Description		Amount			
	AUG24 RET REF		09/23/2024	UMR AUGUST 2024 RETIREE REFUND		(\$22,439.72)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		(\$22,439.72)			
147552	09/25/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$7,212.48		
	Invoice		Date	Description		Amount			
	BE006261906		09/25/2024	DELTA DENTAL CLAIMS FOR 9/13/24-9/19/24		\$7,212.48			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$7,212.48			
147553	09/26/2024	Open			Accounts Payable	SUN LIFE ASSURANCE COMPANY OF CANADA	\$17,995.71		
	Invoice		Date	Description		Amount			
	OCT 2024		09/26/2024	LTD AND LIFE INSURANCE - OCTOBER 2024		\$17,995.71			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$17,995.71			
147554	09/25/2024	Open			Accounts Payable	UMR	\$25,179.68		
	Invoice		Date	Description		Amount			
	9/17-9/23-FY2024		09/25/2024	UMR CLAIMS FOR 9/17/24-9/23/24-FY 23/24		\$25,179.68			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$25,179.68			
147555	09/25/2024	Open			Accounts Payable	UMR	\$59,216.57		
	Invoice		Date	Description		Amount			
	9/17-9/23-FY2025		09/25/2024	UMR CLAIMS FOR 9/17/24-9/23/24-FY 24/25		\$59,216.57			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$59,216.57			
147556	09/23/2024	Open			Accounts Payable	CalPERS	\$11,256.66		
	Invoice		Date	Description		Amount			
	4/27/24PR-ARROYO		09/23/2024	4/27/24PR-CALPERS-ARROYO		\$11,256.66			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$11,213.59			
	266 - Police Services Grants			266.11000 (Cash)		\$43.07			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
147557	09/30/2024	Open			Accounts Payable	Optum Bank, Inc.	\$23,580.60		
	Invoice		Date	Description			Amount		
	8/31/24PR		09/06/2024	8/31/24PR-HSA EE & ER			\$11,698.63		
	9/14/24PR		09/19/2024	9/14/24PR-HSA EE & ER			\$11,844.47		
	8/31/24PR-VUE		09/09/2024	8/31/24PR-ICMA-VUE			\$37.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$23,580.60		

Type EFT Totals:

PR - Payroll Account Totals

46 Transactions

\$2,000,820.41

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	\$2,000,820.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	46	\$2,000,820.41	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	\$2,000,820.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	46	\$2,000,820.41	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	\$2,000,820.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	46	\$2,000,820.41	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	\$2,000,820.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	46	\$2,000,820.41	\$0.00

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From Payment Date: 10/1/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>EFT</u>									
5804	10/03/2024	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$275,470.63		
	Invoice		Date	Description		Amount			
	048-REV001		07/31/2024	SRWA - Design Build Contract 2024-25 July 2024		\$275,470.63			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$275,470.63			
5805	10/22/2024	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$36,609.93		
	Invoice		Date	Description		Amount			
	049-REV001		08/31/2024	SRWA - Design Build Contract 2024-25 August 2024		\$36,609.93			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$36,609.93			
5809	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$76.65		
	Invoice		Date	Description		Amount			
	821322956		10/18/2024	PREMIUMS OCTOBER 2024 - RETIREES		\$76.65			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$76.65			
5810	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$10.22		
	Invoice		Date	Description		Amount			
	821312461		10/18/2024	PREMIUMS OCTOBER 2024 - CITY OF TURLOCK		\$10.22			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$10.22			
5811	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description		Amount			
	821322955		10/18/2024	PREMIUMS OCTOBER 2024 - COBRA		\$15.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$15.33			
5812	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description		Amount			
	821322957		10/18/2024	PREMIUMS OCTOBER 2024 - TMAPS		\$30.66			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$30.66			
5813	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$199.29		
	Invoice		Date	Description		Amount			
	821322959		10/18/2024	PREMIUMS OCTOBER 2024 - FIRE		\$199.29			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$199.29			
5814	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$76.65		
	Invoice		Date	Description		Amount			
	821322960		10/18/2024	PREMIUMS OCTOBER 2024 - CONFIDENTIAL		\$76.65			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$76.65			
5815	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$97.09		
	Invoice		Date	Description		Amount			
	821322961		10/18/2024	PREMIUMS OCTOBER 2024 - MANAGEMENT		\$97.09			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$97.09			

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From Payment Date: 10/1/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5816	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description		Amount			
	821322963		10/18/2024	PREMIUMS OCTOBER 2024 - EXECUTIVE TEAM		\$30.66			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$30.66			
5817	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$868.70		
	Invoice		Date	Description		Amount			
	821322962		10/18/2024	PREMIUMS OCTOBER 2024 - TCEA		\$868.70			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$868.70			
5818	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$393.47		
	Invoice		Date	Description		Amount			
	821322958		10/18/2024	PREMIUMS OCTOBER 2024 - TAPO		\$393.47			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$393.47			
5819	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$2,971.12		
	Invoice		Date	Description		Amount			
	821329063		10/18/2024	CLAIMS SEPTEMBER 2024 - TCEA		\$2,971.12			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$2,971.12			
5820	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$401.26		
	Invoice		Date	Description		Amount			
	821329084		10/18/2024	CLAIMS SEPTEMBER 2024 - RETIREE		\$401.26			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$401.26			
5821	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$95.13		
	Invoice		Date	Description		Amount			
	821329081		10/18/2024	CLAIMS SEPTEMBER 2024 - TMAPS		\$95.13			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$95.13			
5822	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,864.45		
	Invoice		Date	Description		Amount			
	821329077		10/18/2024	CLAIMS SEPTEMBER 2024 - TAPO		\$1,864.45			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$1,864.45			
5823	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$363.25		
	Invoice		Date	Description		Amount			
	821329072		10/18/2024	CLAIMS SEPTEMBER 2024 - FIRE		\$363.25			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$363.25			
5824	10/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$512.10		
	Invoice		Date	Description		Amount			
	821329069		10/18/2024	CLAIMS SEPTEMBER 2024 - CONFIDENTIAL		\$512.10			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$512.10			

Payment Register

From Payment Date: 10/1/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5825	10/24/2024	Open			Accounts Payable	US BANK-VISA	\$156,427.29		
	Invoice		Date	Description		Amount			
	10/22/2024X9452		10/24/2024	Procurement Card Charges - 10/22/24 Statement		\$156,427.29			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$156,427.29			
Type EFT Totals:							\$476,513.88		
AP - Accounts Payable Totals									
19 Transactions									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$476,513.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	19	\$476,513.88	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$476,513.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	19	\$476,513.88	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$476,513.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	19	\$476,513.88	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$476,513.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	19	\$476,513.88	\$0.00



INVESTMENT AND CASH REPORT FOR NOVEMBER 30, 2024

CURRENT INVESTMENT AND CASH BALANCE

The City's cash and investments as of NOVEMBER 30, 2024 totaled the following:

Invested Cash	\$ 262,440,807.20
Demand Deposits (excludes outstanding items)	\$ 13,375,227.80
Total Cash and Investments	<u>\$ 275,816,035.00</u>

See the attached *Schedule of Investments* for detail regarding individual investments.

In compliance with the California Government Code, The City of Turlock has adequate resources to meet its expenditure requirements for the next six months.

COMPLIANCE WITH INVESTMENT POLICY

As of NOVEMBER 30, 2024, the investment portfolio was in compliance with all elements of the City's Investment Policy.

Prepared by: Jamie Gomes, Accountant II

Jamie Gomes
Signature

12/20/2024
Date Signed

Reviewed and approved as to accuracy by: Michael Abram, City Treasurer

Michael Abram
Signature

01/07/2025
Date Signed

Updated: December 20, 2024

CITY OF TURLOCK

Schedule of Investments - As of November 30, 2024

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Local Agency Investment Fund (LAIF)	\$ 9,711,142.43	\$ 9,711,142.43	n/a	4.477%	n/a	n/a	\$ 9,711,142.43	Quarterly
Total LAIF	9,711,142.43	9,711,142.43					9,711,142.43	
California Asset Management Program (CAMP)	68,927,334.09	68,927,334.09	n/a	4.870%	n/a	n/a	\$ 68,927,334.09	Monthly
Total CAMP	68,927,334.09	68,927,334.09					68,927,334.09	
DEMAND DEPOSITS:								
West America Bank Daily Receipts (unreconciled)	13,365,307.80	13,365,307.80	n/a	n/a	n/a	n/a	13,365,307.80	monthly
Petty Cash	9,920.00	9,920.00	n/a	n/a	n/a	n/a	9,920.00	n/a
Total Demand Deposits	13,375,227.80	13,375,227.80					13,375,227.80	
CERTIFICATES OF DEPOSIT:								
Raymond James Bank NA	MATURED	MATURED	n/a	1.850%	11/26/19	11/26/24	MATURED	May & Nov
State Bank of India	MATURED	MATURED	n/a	2.050%	11/27/19	11/27/24	MATURED	May & Nov
Merrick Bank	MATURED	MATURED	n/a	1.800%	11/29/19	11/29/24	MATURED	Monthly
Bank of Stockton	1,216,107.33	1,216,107.33	n/a	4.300%	10/25/24	1/25/25	1,216,107.33	Maturity
Bank of Stockton	2,268,580.78	2,268,580.78	n/a	4.300%	10/25/24	1/25/25	2,268,580.78	Maturity
Bank of Stockton	1,250,131.13	1,250,131.13	n/a	4.300%	10/25/24	1/25/25	1,250,131.13	Maturity
Farmers & Merchants Bank	2,420,244.09	2,420,244.09	n/a	4.000%	2/2/24	2/2/25	2,420,244.09	Maturity
Farmers & Merchants Bank	1,219,123.51	1,219,123.51	n/a	4.000%	2/4/24	2/4/25	1,219,123.51	Maturity
East Boston Savings Bank	249,000.00	249,000.00	n/a	0.500%	8/14/20	8/14/25	242,232.78	Monthly
Enterprise Bank/PA	249,000.00	249,000.00	n/a	0.500%	8/14/20	8/14/25	242,232.78	Monthly
Pony Express Bank	249,000.00	249,000.00	n/a	0.450%	8/14/20	8/14/25	242,146.12	Monthly
First Carolina Bank	249,000.00	249,000.00	n/a	0.450%	8/20/20	8/20/25	241,990.90	Monthly
Oak Valley Community Bank	2,138,739.78	2,138,739.78	n/a	3.560%	9/2/24	9/2/25	2,138,739.78	Maturity
Oak Valley Community Bank	3,172,918.77	3,172,918.77	n/a	3.560%	9/2/24	9/2/25	3,172,918.77	Maturity
Valley Natl Bk Wayne	245,000.00	245,000.00	n/a	4.600%	4/2/24	4/2/27	247,276.55	Monthly
Owen County St Bk Spencer Ind	248,000.00	248,000.00	n/a	5.100%	10/31/23	10/29/27	254,771.53	Monthly
Total Certificates of Deposit	15,174,845.39	15,174,845.39					15,156,496.05	
MONEY MARKET AND MUTUAL FUNDS								
Oak Valley Community Bank-MM	5,235,982.15	5,235,982.15	n/a	2.360%	9/2/15	open	5,235,982.15	monthly
WestAmerica Bank-MM	10,449,611.79	10,449,611.79	n/a	3.660%	10/23/23	open	10,449,611.79	monthly
	15,685,593.94	15,685,593.94					15,685,593.94	
U.S. TREASURIES:								
US Treasury Note	1,980,000.00	2,000,000.00	4.500%	5.396%	10/3/23	11/30/24	2,000,000.00	May & Nov
US Treasury Note	1,973,750.00	2,000,000.00	4.250%	5.390%	10/19/23	12/31/24	1,999,276.92	Jun & Dec
US Treasury Note	2,036,875.00	2,000,000.00	2.000%	1.377%	2/3/22	2/15/25	1,989,203.12	Feb & Aug
US Treasury Note	1,980,000.00	2,000,000.00	0.500%	0.800%	11/10/21	3/31/25	1,974,609.38	March & Sept
US Treasury Note	1,955,625.00	2,000,000.00	2.750%	3.558%	6/16/22	5/15/25	1,985,039.06	May & Nov
US Treasury Note	1,935,625.00	2,000,000.00	2.875%	5.008%	11/13/23	6/15/25	1,984,281.24	Jun & Dec
US Treasury Note	1,965,703.13	2,000,000.00	0.250%	0.685%	6/30/21	6/30/25	1,953,164.06	Jun & Dec
US Treasury Note	1,963,750.00	2,000,000.00	0.250%	0.701%	6/30/21	7/31/25	1,946,015.62	Jan & July
US Treasury Note	1,961,171.88	2,000,000.00	0.250%	0.724%	6/30/21	8/31/25	1,939,062.50	Feb & Aug
US Treasury Note	1,969,531.25	2,000,000.00	4.250%	5.047%	10/3/23	10/15/25	1,998,007.82	Apr & Oct
US Treasury Note	1,955,000.00	2,000,000.00	0.375%	0.942%	11/10/21	11/30/25	1,922,703.12	May & Nov
US Treasury Note	1,898,750.00	2,000,000.00	2.625%	5.086%	10/19/23	12/31/25	1,964,140.62	Jun & Dec
US Treasury Note	1,977,734.38	2,000,000.00	0.750%	1.010%	11/10/21	3/31/26	1,909,804.68	March & Sept
US Treasury Note	1,791,406.25	2,000,000.00	0.750%	3.602%	6/16/22	5/31/26	1,898,828.12	May & Nov
US Treasury Note	978,398.44	1,000,000.00	4.125%	5.001%	10/19/23	6/15/26	2,994,140.64	Jun & Dec
US Treasury Note	1,997,656.25	2,000,000.00	4.125%	4.176%	2/6/24	6/15/26		Jun & Dec
US Treasury Note	970,781.25	1,000,000.00	0.875%	1.564%	2/3/22	6/30/26	948,828.12	Jun & Dec
US Treasury Note	1,982,187.50	2,000,000.00	4.500%	4.843%	10/3/23	7/15/26	2,007,890.62	Jan & July
US Treasury Note	1,918,750.00	2,000,000.00	0.625%	1.565%	2/3/22	7/31/26	1,885,703.12	Jan & July

CITY OF TURLOCK

Schedule of Investments - As of November 30, 2024

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
US Treasury Note	1,845,000.00	2,000,000.00	1.625%	3.590%	6/16/22	9/30/26	1,910,156.24	March & Sept
US Treasury Note	1,788,671.88	2,000,000.00	1.125%	4.068%	11/29/22	10/31/26	1,887,734.38	Apr & Oct
US Treasury Note	897,343.75	1,000,000.00	1.500%	4.924%	10/19/23	1/31/27	945,078.12	Jan & July
US Treasury Note	1,858,750.00	2,000,000.00	2.500%	4.717%	10/3/23	3/31/27	1,927,656.24	March & Sept
US Treasury Note	1,859,687.50	2,000,000.00	2.625%	4.735%	10/3/23	5/31/27	1,928,437.50	May & Nov
US Treasury Note	1,964,375.00	2,000,000.00	3.250%	3.691%	2/3/23	6/30/27	1,958,203.12	Jun & Dec
US Treasury Note	962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	965,742.19	Jan & July
US Treasury Bond	2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,116,640.62	Feb & Aug
US Treasury Note	2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	2,000,234.38	March & Sept
US Treasury Note	2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	2,000,781.24	Apr & Oct
US Treasury Note	954,531.25	1,000,000.00	3.500%	4.672%	10/3/23	1/31/28	981,601.56	Jan & July
US Treasury Note	1,947,500.00	2,000,000.00	4.000%	4.665%	10/3/23	2/29/28	1,992,343.76	Feb & Aug
US Treasury Note	1,714,062.50	2,000,000.00	1.250%	4.863%	10/19/23	3/31/28	1,822,265.62	March & Sept
US Treasury Note	1,959,375.00	2,000,000.00	3.500%	4.026%	2/6/24	4/30/28	1,960,703.12	Apr & Oct
US Treasury Note	1,704,687.50	2,000,000.00	1.250%	4.860%	10/19/23	5/31/28	1,814,531.24	May & Nov
US Treasury Note	1,968,906.25	2,000,000.00	3.625%	4.020%	2/6/24	5/31/28	1,967,968.76	May & Nov
US Treasury Note	1,703,437.50	2,000,000.00	1.000%	4.528%	11/13/23	7/31/28	3,579,062.48	Jan & July
US Treasury Note	1,755,078.13	2,000,000.00	1.000%	4.012%	2/6/24	7/31/28		Jan & July
US Treasury Note	1,761,250.00	2,000,000.00	1.125%	4.014%	2/6/24	8/31/28	1,793,593.76	Feb & Aug
US Treasury Note	2,008,125.00	2,000,000.00	4.375%	4.272%	3/28/24	8/31/28	2,016,875.00	Feb & Aug
US Treasury Note	2,014,375.00	2,000,000.00	4.625%	4.440%	5/28/24	9/30/28	2,037,421.88	March & Sept
US Treasury Note	2,050,000.00	2,000,000.00	4.875%	4.269%	3/28/24	10/31/28	2,056,015.62	Apr & Oct
US Treasury Note	1,905,625.00	2,000,000.00	3.125%	4.258%	3/28/24	11/15/28	1,928,750.00	May & Nov
US Treasury Note	1,754,062.50	2,000,000.00	1.375%	4.257%	3/28/24	12/31/28	1,796,328.12	Jun & Dec
US Treasury Note	1,965,000.00	2,000,000.00	4.000%	4.417%	5/28/24	1/31/29	1,991,093.76	Jan & July
US Treasury Note	1,848,437.50	2,000,000.00	2.625%	4.422%	5/28/24	2/15/29	3,772,812.48	Feb & Aug
US Treasury Note	1,863,984.38	2,000,000.00	2.625%	4.250%	6/20/24	2/15/29		Feb & Aug
US Treasury Note	1,834,687.50	2,000,000.00	2.375%	4.320%	7/3/24	3/31/29	1,863,125.00	March & Sept
US Treasury Note	1,975,000.00	2,000,000.00	4.125%	4.413%	5/28/24	3/31/29	2,000,781.24	March & Sept
US Treasury Note	1,997,343.75	2,000,000.00	4.250%	4.280%	7/3/24	6/30/29	2,013,828.12	Jun & Dec
Total U.S. Treasuries	89,287,304.72	93,000,000.00					90,330,464.31	
U.S. AGENCY SECURITIES:								
FFCB (Federal Farm Credit Bank)	2,013,840.00	2,000,000.00	4.875%	4.529%	11/30/22	1/10/25	2,000,126.42	Jan & July
FNMA (Fannie Mae)	933,000.00	1,000,000.00	0.625%	5.306%	10/19/23	4/22/25	985,290.11	Apr & Oct
FNMA (Fannie Mae)	1,837,800.00	2,000,000.00	0.500%	4.124%	2/3/23	6/17/25	1,957,193.92	June & Dec
FFCB (Federal Farm Credit Bank)	1,994,838.20	2,000,000.00	4.875%	5.030%	11/13/23	7/28/25	2,005,555.96	Jan & July
FNMA (Fannie Mae)	1,895,214.00	2,000,000.00	37.500%	5.000%	6/20/24	8/25/25	1,942,786.26	Feb & Aug
FHLB (Federal Home Loan Bank)	1,994,600.00	2,000,000.00	4.875%	5.022%	11/13/23	9/12/25	2,006,910.14	March & Sept
FHLB (Federal Home Loan Bank)	2,062,460.00	2,000,000.00	1.750%	0.920%	11/10/21	9/12/25	1,959,921.48	March & Sept
FFCB (Federal Farm Credit Bank)	1,992,294.00	2,000,000.00	1.440%	1.540%	2/3/22	1/27/26	1,936,315.22	Jan & July
FFCB (Federal Farm Credit Bank)	2,000,000.00	2,000,000.00	1.560%	1.560%	2/3/22	2/3/26	1,932,934.88	Feb & Aug
FFCB (Federal Farm Credit Bank)	1,988,990.00	2,000,000.00	4.875%	5.112%	10/19/23	4/20/26	2,015,596.72	Apr & Oct
FFCB (Federal Farm Credit Bank)	1,987,672.00	2,000,000.00	4.375%	4.700%	6/20/24	6/23/26	2,002,778.78	June & Dec
FFCB (Federal Farm Credit Bank)	957,212.00	1,000,000.00	0.600%	1.580%	2/3/22	8/18/26	940,240.31	Feb & Aug
FFCB (Federal Farm Credit Bank)	1,004,300.00	1,000,000.00	4.875%	4.664%	7/3/24	8/28/26	1,009,940.22	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,344,629.43	2,358,000.00	4.750%	4.960%	10/3/23	9/1/26	2,377,605.19	March & Sept
FFCB (Federal Farm Credit Bank)	2,977,740.00	3,000,000.00	3.625%	3.841%	2/3/23	10/26/26	2,966,649.75	Apr & Oct
FHLB (Federal Home Loan Bank)	1,047,690.00	1,000,000.00	2.625%	1.600%	2/3/22	12/11/26	968,743.73	June & Dec
FHLB (Federal Home Loan Bank)	983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	944,623.87	June & Dec
FFCB (Federal Farm Credit Bank)	2,003,580.00	2,000,000.00	4.500%	4.435%	3/28/24	3/26/27	2,012,355.24	March & Sept
FFCB (Federal Farm Credit Bank)	1,903,352.00	2,000,000.00	2.875%	4.282%	7/25/23	4/26/27	1,940,035.14	Apr & Oct
FFCB (Federal Farm Credit Bank)	1,999,930.00	2,000,000.00	4.500%	4.500%	6/20/24	5/20/27	2,013,410.24	May & Nov
FHLB (Federal Home Loan Bank)	1,995,276.00	2,000,000.00	4.125%	4.190%	7/25/23	6/11/27	1,993,561.90	June & Dec

CITY OF TURLOCK

Schedule of Investments - As of November 30, 2024

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
FFCB (Federal Farm Credit Bank)	1,996,124.00	2,000,000.00	4.625%	4.679%	11/15/23	11/15/27	2,024,750.52	May & Nov
FHLB (Federal Home Loan Bank)	1,986,000.00	2,000,000.00	4.250%	4.471%	7/3/24	12/10/27	2,007,779.00	June & Dec
FHLB (Federal Home Loan Bank)	1,818,046.00	2,000,000.00	2.500%	4.956%	10/19/23	12/10/27	1,907,211.72	June & Dec
FHLB (Federal Home Loan Bank)	1,878,638.00	2,000,000.00	3.250%	4.708%	10/3/23	6/9/28	3,888,899.80	June & Dec
FHLB (Federal Home Loan Bank)	1,916,302.00	2,000,000.00	3.250%	4.420%	7/3/24	6/9/28		June & Dec
FFCB (Federal Farm Credit Bank)	2,005,680.00	2,000,000.00	4.625%	4.561%	11/13/23	11/13/28	2,033,390.42	May & Nov
FFCB (Federal Farm Credit Bank)	2,026,700.00	2,000,000.00	4.750%	4.444%	5/28/24	4/30/29	2,046,522.80	Apr & Oct
FNMA (Fannie Mae)	2,159,700.00	2,000,000.00	6.250%	4.439%	5/28/24	5/15/29	4,353,275.52	May & Nov
FNMA (Fannie Mae)	2,174,240.00	2,000,000.00	6.250%	4.261%	6/20/24	5/15/29		May & Nov
FHLB (Federal Home Loan Bank)	2,031,170.00	2,000,000.00	4.625%	4.271%	6/20/24	6/8/29	2,038,124.66	June & Dec
Total U.S. Agencies	57,910,634.63	58,358,000.00					58,212,529.92	
CORPORATE NOTES/BONDS								
Tennessee Valley Authority	1,907,880.00	2,000,000.00	2.875%	4.300%	7/25/23	2/1/27	1,946,145.24	Feb & Aug
Microsoft Corp	1,930,730.00	2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,961,736.84	Feb & Aug
Apple Inc	1,905,342.00	2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,934,487.90	May & Nov
Total Corporate Notes/Bonds	5,743,952.00	6,000,000.00					5,842,369.98	
TOTAL INVESTMENTS	\$ 262,440,807.20	\$ 266,856,915.85					\$ 263,865,930.72	
TOTAL INVESTMENTS AND DEMAND DEPOSITS	275,816,035.00	280,232,143.65					277,241,158.52	

Note: Market values are as stated by Wells Fargo Bank Investment statements.

City Council, Public Financing Authority, and Successor Agency to the Turlock Redevelopment Agency Meeting Minutes



December 10, 2024

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

1. 5:00 P.M. - 6:00 P.M. PUBLIC RECEPTION FOR INCOMING/OUTGOING COUNCIL MEMBER AND TREASURER

2. CALL TO ORDER

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

3. SALUTE TO THE FLAG

4. ROLL CALL AND DECLARATION OF CONFLICTS

Present: Councilmembers Cassandra Abram, Kevin Bixel, Rebecka Monez, Vice Mayor Pam Franco, and Mayor Amy Bublak.

Absent: None

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
None	None	None	None	None

5. APPROVAL OF AGENDA AS POSTED OR AMENDED

Motion: Approval of Agenda as posted, motioned by Councilmember Monez, seconded by Vice Mayor Franco and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

6. SPECIAL RECOGNITION OF OUTGOING CITY TREASURER DIANA LEWIS AND CITY COUNCIL MEMBER PAM FRANCO BY CITY MANAGER REAGAN M. WILSON

A. Recognition of outgoing City Treasurer Diana Lewis

City Manager Wilson presented Diana Lewis with a plaque of appreciation.

B. Recognition of outgoing Council Member Pam Franco

City Manager Wilson presented Pam Franco with a plaque of appreciation.

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7. ELECTION RESULTS

- A. Reciting the facts of the General Municipal Election held in said City of Turlock on the 5th day of November 2024, declaring the results thereof and such other matters as are provided by law (Fiez)

Resolution 2024-169: Reciting the facts of the General Municipal Election held in said City of Turlock on the 5th day of November 2024, declaring the results thereof and such other matters as are provided by law as motioned by Vice Mayor Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- B. Oath of Office for Newly Elected Council Member and City Treasurer (Fiez)

City Clerk Fiez administered the Oath of Office to Councilmember Phillips, Councilmember Monez, and Treasurer Abram.

- C. Special Oath of Office administered by the Honorable Carrie Stephens

The Honorable Carrie Stephens administered a Special Oath to Councilmember Phillips, Councilmember Monez, and Treasurer Abram.

Mayor Bublak recessed the City Council meeting at 6:22 p.m.

Mayor Bublak reconvened the City Council meeting at 6:25 p.m.

- D. New Council seated

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

- A. Appointment: CDBG Grant Selection Committee Community Members

Mayor Bublak recommended Abe Rojas, Allison Jeffrey, Derik Dami, and Dejeune Shelton to the CDBG Grant Selection Committee Community Members.

Action: Motion by Councilmember Monez, seconded by Councilmember Abram, to approve the appointment for Abe Rojas, Allison Jeffrey, Derik Dami, and Dejeune Shelton. Motion carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Phillips	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

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B. Appointment: Planning Commission - Community Members

Mayor Bublak recommended Jim Reape, Constance Anderson, Sukhminder Deol, Bryan Saint, and Brayn Tribble to the Planning Commission.

Action: Motion by Councilmember Monez, seconded by Councilmember Abram, to approve the appointment for Jim Reape, Constance Anderson, Sukhminder Deol, Bryan Saint, and Brayn Tribble. Motion carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Phillips	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

C. Appointment: Measure A Citizen Oversight Committee

Mayor Bublak recommended Pam Franco to the Measure A Citizen Oversight Committee.

Action: Motion by Councilmember Abram, seconded by Councilmember Monez, to approve the appointment for Pam Franco. Motion carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Phillips	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

D. Appointment: Parks, Arts and Recreation Commission

Mayor Bublak recommended Lupe Aguilera, Barbara Jensen, Robert Holly, and Keristofer Seryani to the Park, Arts and Recreation Commission

Action: Motion by Councilmember Bixel, seconded by Councilmember Abram, to approve the appointment for Pam Franco. Motion carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Phillips	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

9. PUBLIC PARTICIPATION

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

Thomas Hall
Manuel Dramoude
Madison Burretta
Milt Triewailer

With no further comments, Mayor Bublak closed public participation.

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10. CONSENT CALENDAR

- A. Motion: Accepting the Weekly demands of November 1, 2024 through November 7, 2024 in the amount of \$1,706,608.79, November 8, 2024 through November 14, 2024 in the amount of \$2,336,146.06, November 15, 2024 through November 21, 2024 in the amount of \$1,300,651.82, November 22 through November 28 in the amount of \$4,053,69.96, and Payroll EFT August 2024 in the amount of \$2,270,078.61, and the Investment and Cash Report for October 2024 in the amount of \$280,900,439.22.
- B. Motion: Accepting the Minutes of the November 12, 2024 Regular City Council meeting
- C. Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title
- D. Resolution 2024-170: Approving the City Council Meeting Calendar for 2025 (Wilson)
- E. Motion: Accepting the City of Turlock Local Appointment (Maddy Act) List for 2025 (Fiez)
- F. Resolution 2024-171: Approving City-wide pay ranges for part-time employees in accordance with the California Department of Industrial Relations Minimum Wage Requirement, effective January 1, 2025, and adjusting the Part-time Pay Range Schedule to coincide with the competitive job market, which was included in the adoption of the Fiscal Year 2024-2025 budget (Dhami)
- G. Resolution 2024-172: Approving agreements with Montrose Environmental Solutions of Oakland, California (City Contract 2025-077) and Provost and Pritchard Consulting Group of Clovis, California (City Contract 2025-076), in forms approved by the City Attorney, for On-Call Environmental Study Services for RFQ No. 24-009, "RFQ for Environmental Study Services", for three-year terms in amounts not to exceed \$150,000 per agreement to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services (Morris)
- H. Resolution 2024-173: Approving Agreements with Associated Right of Way Services, Inc. of Walnut Creek, California (City Contract 2025-080) and Bender Rosenthal, Inc. of Sacramento, CA (City Contract 2025-79), in forms approved by the City Attorney, for On-Call Right-of-Way and Property Appraisal Services for RFQ No. 24-010, "RFQ for Right-of-Way and Property Appraisal Services", for three-year terms in amounts not to exceed \$150,000 per agreement to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services (Morris)
- I. Resolution 2024-174: Determining the award of bid is exempt from the provisions of CEQA in accordance with Section 15301 of the CEQA Guidelines, awarding the bid and approving an Agreement with United Pavement Maintenance of Hughson, California, in the amount of \$1,802,595.60, and authorizing a contingency amount of \$180,259 (10.0%) for construction of City Project No. 14-44 "Intersection Improvements at W. Main Street and S. Tegner Road" to be funded in Fiscal Year 2024-25 by Fund 215 "Streets - Grant Funded Projects" (Morris)

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- J. Resolution 2024-175: Determining the Amendment No. 4 for Task Order 2 is exempt from provisions of CEQA in accordance with Section 15378 and approving Amendment No. 4 for Task Order No. 2 under the terms of the Master Agreement (City Contract No. 2024-112) with CCME, Inc. (Merced, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$41,776.00 to be funded by Fund 115 "Measure A – Roads" for Bid Package 1 for City Project No. 23-067 as "CCME CM Task Order No. 2 for City Project No. 23-067, Bid Package 1" (Pezeshk)
- Resolution 2024-176: Determining the Amendment No. 5 for Task Order 3 is exempt from provisions of CEQA in accordance with Section 15378 and approving Amendment No. 5 for Task Order No. 3 under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$54,151.24 to be funded by Fund 115 "Measure A – Roads" for Bid Package 1 for City Project No. 23-068 as "NV5 CM Task Order No. 3 for City Project No. 23-068, Bid Package 1" (Pezeshk)
- K. Resolution 2024-177: Approving the purchase of three (3) replacement marked police BMW Motorcycles from Long Beach BMW Motorcycles, for a total amount not to exceed \$109,000 from account number 506-00-000-213.51020 "Police Equipment" through BMW Long Beach utilizing cooperative Contract No. B22153311006 (Hedden)
- L. Resolution 2024-178: Adopting a revision to the Public Transportation Agency Safety Plan (PTASP) for the City of Turlock for Fiscal Year 2024-25 and certifying compliance with federal PTASP regulations (York)
- M. Resolution 2024-179: Approving Contract Change Order No. 1 with SoCal Pacific Construction, Copr. dba National Coating & Lining Company for City Project No. 23-027, "Secondary Clarifier No. 4 Recoating" in the amount of \$55,936.00 bringing the contract total to \$273,573.00 and appropriating \$34,000.00 from Fund 410 "Sewer" unallocated reserves to Fund 410 account number 410-51-534.43363 "Coating Contract" (Fisher)
- N. Resolution 2024-180: Approving the purchase of a utility body and an onboard compressor system to be supplied and installed by Stiles Truck Body & Equipment, Inc. of Turlock, CA for \$39,354.57 to be funded by Fund 426 "Transit" and finding that the best interests of the City require that the purchase be made without compliance with the formal bid procedure pursuant to Turlock Municipal Code 2-7-08(b)(6) which requires at least four (4) affirmative votes (Barr)
- O. Motion: Accepting the Development Fee Annual Report for Fiscal Year 2019-2020, Fiscal Year 2020-2021, Fiscal Year 2021-2022, Fiscal Year 2022-2023 and a combined Development Fee Annual and Five-Year Report for Fiscal Year 2023-2024 as required by State of California Government Code Sections 66006(b) and 66001(d) (Morris)
- P. Resolution 2024-181: Approving an evergreen Agreement (City Contract No. 2025-053) with Charter Communications Operating, LLC for an upgraded Spectrum Enterprise fiber internet connection that currently serves multiple City locations to be expensed from Fund "City Wide

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Internet” with automatic one (1) year renewals unless terminated in writing by either party, and authorizing the City Manager to contract directly with Charter Communications Operating, LLC for internet-based services in the future to meet the needs of the City, contingent on the availability of budgeted funds for the IT Department. (Showalter)

- Q. Motion: Extending Downtown Turlock Security Enhancement Pilot Program for one (1) additional year (Sims)
- R. Resolution 2024-182: Approving the Tentative Agreement updating the Memorandum of Understanding (“MOU”) between the City of Turlock (“City”) and the Turlock City Employees Association (“TCEA”), covering the period of July 1, 2024, through June 30, 2027, and appropriating \$660,944 in Fiscal Year 2024-2025 to various Funds and Accounts for salary and benefit (Dhami)
- S. Motion: Reaffirming the determination made by the City Manager in response to the emergency created by the inoperative computer room air conditioning units at the Public Safety Facility and finding that the emergency will not permit a delay resulting from a competitive solicitation for bids pursuant to Public Contract Code 22050(c)(2) (Fisher)

Action: Motion by Councilmember Monez, seconded by Councilmember Abram, to adopt the Consent Calendar as posted, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Phillips	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

11. FINAL READINGS

- A. Second and final reading of an ordinance amending Turlock Municipal Code Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 4 (Fees and Charges) to add Section 6-4-409 "Sewer Service User Rate Updates" (Fisher)

Mayor Bublak opened the item for public comment, and with none, closed public comment.

Action: Ordinance 1324-CS: Amending Turlock Municipal Code Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 4 (Fees and Charges) to add Section 6-4-409 "Sewer Service User Rate Updates" as motioned by Councilmember Monez, seconded by Councilmember Abram, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Phillips	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

12. PUBLIC HEARINGS

None

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Mayor Bublak paused the City Council meeting and opened the Public Financing Authority.

13. ACTION ITEMS OF THE PUBLIC FINANCING AUTHORITY

- A. City Council and the Turlock Public Financing Authority Board of Directors each adopting their respective resolutions, approving an Official Statement and related documents and official actions, related to the issuance and sale of \$29.5 million in lease revenue bonds for streets improvements (Moreno)

Chairperson Bublak opened the item for public comment, and following members of the public spoke:

Milt Trieweler
John Gabelon
Bob Puffer

Chairperson Bublak closed public comment.

Recommended Action: City Council Resolution No. 2024-183: In the matter of the issuance and sale of \$29.5 million in lease revenue bonds by the Turlock Public Financing Authority, approving an Official Statement and related documents and official actions as motioned by Councilmember Abram, seconded by Councilmember Bixel, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Phillips	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

Recommended Action: Turlock Public Financing Authority Resolution No. 2024-001: In the matter of the issuance and sale of \$29.5 million in lease revenue bonds, approving an Official Statement and related documents and official actions, as motioned by Authority Member Abram, seconded by Authority Member Bixel, and carried 5/0 by the following vote:

Authority Member Abram	Authority Member Bixel	Authority Member Phillips	Authority Member Monez	Chairperson Bublak
Yes	Yes	Yes	Yes	Yes

Mayor Bublak closed the Public Financing Authority and opened the Successor Agency to the Turlock Redevelopment Agency.

14. ACTION ITEMS OF THE SUCCESSOR AGENCY FOR THE TURLOCK REDEVELOPMENT AGENCY

- A. Approving a Recognized Obligation Payment Schedule for the fiscal period from July 1, 2025 through June 30, 2026 (ROPS 25-26) pursuant to Health and Safety Code Section 34177 and taking related actions (Moreno)

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Chairperson Bublak opened the item for public comment, and with none, closed public comment.

Recommended Action: Successor Agency to the Turlock Redevelopment Agency Resolution 2024-003: Approving a Recognized Obligation Payment Schedule for the fiscal period from July 1, 2025 through June 30, 2026 (ROPS 25-26) pursuant to Health and Safety Code Section 34177 and taking related actions as motioned by Agency Member Monez, seconded by Agency Member Abram, and carried 5/0 by the following vote:

Agency Member Abram	Agency Member Bixel	Agency Member Phillips	Agency Member Monez	Chairperson Bublak
Yes	Yes	Yes	Yes	Yes

Agenda Item 15A was presented following item 14A out of order. Mayor Bublak paused the Successor Agency for the Turlock Redevelopment Agency, and reconvened the City of Turlock Council Meeting.

- 15A. Adopting amendments to the Fiscal Year 2024-2025 Budget as a result of the first quarter budget review (Moreno)

Mayor Bublak opened the item for public comment, and with none, closed public comment.

Recommended Action: Resolution 2024-184: Adopting amendments to the Fiscal Year 2024-2025 Budget as a result of the first quarter budget review as motioned by Councilmember Monez, seconded by Councilmember Abram, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Phillips	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

Mayor Bublak paused the City of Turlock Council Meeting and reconvened the Successor Agency for the Turlock Redevelopment Agency.

- B. Approving proposed administrative budgets for the six-month fiscal periods from July 1, 2025 through December 31, 2025 and from January 1, 2026 through June 30, 2026 and taking related actions (Moreno)

Chairperson Bublak opened the item for public comment, and with none, closed public comment.

Recommended Action: Successor Agency to the Turlock Redevelopment Agency Resolution 2024-004: Approving proposed administrative budgets for the six-month fiscal periods from July 1, 2025 through December 31, 2025 and from January 1, 2026 through June 30, 2026 and taking related actions as motioned by Agency Member Monez, seconded by Agency Member Bixel, and carried 5/0 by the following vote:

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Agency Member Abram	Agency Member Bixel	Agency Member Phillips	Agency Member Monez	Chairperson Bublak
Yes	Yes	Yes	Yes	Yes

Mayor Bublak closed the Successor Agency for the Turlock Redevelopment Agency, and reconvened the City of Turlock Council Meeting.

15. ACTION ITEMS

- B. Authorize the City Manager to execute a Memorandum of Understanding between the City of Turlock and City of Turlock Departments to obligate State and Local Recovery Funds (SLFRF) (Moreno)

Mayor Bublak opened the item for public comment, and with none, closed public comment.

Recommended Action: Resolution 2024-185: Authorizing the City Manager to execute a Memorandum of Understanding between the City of Turlock and the City of Turlock Departments to obligate State and Local Fiscal Recovery Funds (SLFRF) as motioned by Councilmember Abram, seconded by Councilmember Monez, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Phillips	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- C. Authorizing Turlock Fire Department to apply for FEMA's Assistance to Firefighter Grant (AFG Grant). The application will request the funding of (5) five mechanical CPR Devices for a current projected cost of \$194,685.18. FEMA requires a 10% cost share; Turlock's share is currently estimated to be \$19,486.00 (Hunter)

Mayor Bublak opened public comment and the following member of the public spoke:

Madison Burretta

Mayor Bublak closed public comment.

Recommended Action: Motion: Authorizing Turlock Fire Department to apply for FEMA's Assistance to Firefighter Grant (AFG Grant). The application will request the funding of (5) five mechanical CPR Devices for a current projected cost of \$194,685.18. FEMA requires a 10% cost share; Turlock's share is currently estimated to be \$19,486.00 as motioned by Councilmember Abram, seconded by Councilmember Bixel, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Phillips	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

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16. CITY MANAGER REPORTS/UPDATES

- A. Monthly Department Reports

17. COUNCILMEMBER COMMENTS AND ANNOUNCEMENTS

Councilmember Abram wished staff and the public a Merry Christmas and Happy Holidays. She added that the Parent University has had over one hundred people sign up for the first session, and they are opening up another free six-week program.

Councilmember Bixel wished the public and the staff a Merry Christmas and welcomed new Councilmember Phillips to the Council.

Councilmember Monez welcomed new Treasurer Abram and Councilmember Phillips. She thanked the Park and Recreation division for their work on the Christmas parade, thanked all of the public that came out to participate.

Councilmember Phillips thanked the residents for their vote for her, and wished everyone a Merry Christmas and Happy New Year.

Mayor Bublak thanked the Downtown Association for the festival of lights event and the Christmas parade, and extended that appreciation to the Park and Recreation Division for all of their work. Mayor Bublak thanked the staff and community for the overall support of the Turlock community.

18. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember Abram stated that she would like to see the business development program come back to Council to review the program.

19. 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: Deputy City Manager Sarah Eddy
Employee Organization: Turlock Firefighters Association-Local 2434
Employee Organization: Turlock Management Association-Public Safety

20. REPORTS FROM CLOSED SESSION

None

21. ADJOURNMENT

Mayor Bublak adjourned the meeting at 7:59 p.m.

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Respectfully submitted

Nichole Fiez, City Clerk

City Council Staff Report

January 14, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: James Governale, Administrative Analyst
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 2 to an agreement with Jarvis Fay LLP (City Contract 2024-119) for special counsel services in the amount of \$250,000, bringing the revised contract total to \$350,000, to be funded by various general ledger accounts to be determined relative to the services provided

2. DISCUSSION OF ISSUE:

Staff proposes an amendment to the City's contract with Jarvis Fay LLP (Jarvis Fay) for special counsel services, increasing the spending authority from \$100,000 to \$350,000. This amendment will ensure the availability of expert legal counsel necessary to maintain compliance with state and local laws for future projects.

On March 24, 2024, pursuant to Turlock Municipal Code (TMC) sections 2-7-08(b)(3) and 2-7-08(e), the City Manager executed a three-year contract with Jarvis Fay for special counsel services, with an annual spending cap of \$33,000. The contract's initial scope included assisting with the completion of a sewer rate study and the adoption of sewer rates in compliance with state and local laws, as well as advising the City on the preparation and submission of ballot measures to the electorate.

On October 23, 2024, pursuant to TMC section 2-7-08(e)(2), the Acting City Manager executed Amendment No. 1, which set up an expanded scope of work and increased the maximum compensation from \$33,000 annually to a total of \$100,000 for the contract term.

To date, Jarvis Fay has provided significant support to the City and is well-positioned to continue assisting with upcoming projects, including completing a sewer capacity fee study, a water rate study, impact fee evaluations, and the adoption of new associated rates and fees. However, the current spending authority is insufficient to cover the expanded scope of work authorized in Amendment No. 1. Given the numerous ongoing and anticipated projects requiring special counsel services, staff recommends increasing the contract's total spending authority to \$350,000. These additional funds will be allocated from various general ledger accounts based on the specific services performed by Jarvis Fay.

Under TMC section 2-7-10(2), only the City Council has the authority to amend the contract's maximum compensation. Staff recommends Council approval of this amendment to ensure continued access to expert legal services.

3. BASIS OF RECOMMENDATION:

A. The City has a contract with Jarvis Fay LLP for special counsel services, through

which the firm has provided valuable assistance to the City, including support for the recent sewer rate study, the adoption of new sewer rates, and the preparation and submission of ballot measures to the electorate.

- B. Amendment No. 1 to the contract increased the maximum allowable compensation to \$100,000 over the three-year term and expanded the scope of work to include additional projects. These projects include rate and fee studies associated with sewer capacity fees, water rates, and impact fees, as well as other matters authorized by the City.
- C. The current contract lacks sufficient spending authority to accommodate the ongoing and anticipated projects outlined in Amendment No. 1. A contract amendment is necessary to align the maximum compensation with the scope of these projects.
- D. Under TMC section 2-7-10(2), only the City Council has the authority to approve a contract amendment that increases the maximum compensation by \$100,000 or more.

4. FISCAL IMPACT / BUDGET AMENDMENT:

As of December 1, 2024, the City has expended \$64,358.50 of this contract's allowable compensation, as shown below.

G/L Account	Fund Name	Amount Expensed
110-10-106.43060_000	General Fund/Finance	\$12,943.00
410-51-530.43010	Enterprise Fund/Water Quality Control	\$51,415.50
	Total	\$64,358.50

With several ongoing and anticipated projects requiring special counsel services and to ensure there is sufficient maximum compensation available according to the agreement, it is recommended that the allowable compensation is increased from \$100,000 to \$350,000 over the term of the agreement. Invoices will be expensed to G/L accounts consistent with the work performed. The City anticipates remaining within its current budget for legal services for the remainder of Fiscal Year 2024-2025.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER 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(b)(5) 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. The City Council could authorize a contract amendment with a different maximum compensation amount. However, this action is not recommended due to the numerous ongoing and anticipated projects—many outlined in Amendment No. 1—that require expert legal services. Without an increase in spending authority, the contract administrator cannot proceed with engaging Jarvis Fay for these essential services.
- B. Provide staff direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Amendment No. 2 to City Contract 2024-119 with Jarvis Fay

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING }
AMENDMENT NO. 2 TO AN AGREEMENT }
WITH JARVIS FAY LLP (CITY CONTRACT }
2024-119) FOR SPECIAL COUNSEL }
SERVICES IN THE AMOUNT OF \$250,000, }
BRINGING THE REVISED CONTRACT }
TOTAL TO \$350,000, TO BE FUNDED BY }
VARIOUS GENERAL LEDGER ACCOUNTS }
TO BE DETERMINED RELATIVE TO THE }
SERVICES PROVIDED }**

RESOLUTION NO. 2025-

WHEREAS, on March 24, 2024, pursuant to Turlock Municipal Code (TMC) sections 2-7-08(b)(3) and 2-7-08(e), the City Manager executed a three-year contract with Jarvis Fay for special counsel services, with an annual spending cap of \$33,000; and

WHEREAS, on October 23, 2024, pursuant to TMC section 2-7-08(e)(2), the Acting City Manager executed Amendment No. 1, which expanded the contract's scope of work and increased the maximum compensation from \$33,000 annually to a total of \$100,000 for the contract term; and

WHEREAS, the current contract lacks sufficient spending authority to accommodate the ongoing and anticipated projects outlined in Amendment No. 1 and a contract amendment is necessary to align the maximum compensation with the scope of these projects; and

WHEREAS, pursuant to TMC section 2-7-10(2), only the City Council has the authority to approve a contract amendment that increases the maximum compensation by \$100,000 or more; and

WHEREAS, this action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) 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.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 2 to an agreement with Jarvis Fay LLP (City Contract 2024-119) for special counsel services in the amount of \$250,000, bringing the revised contract total to \$350,000, to be funded by various general ledger accounts to be determined relative to the services provided.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California



**AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
JARVIS FAY LLP**

THIS AMENDMENT NO. 2, dated January 14, 2025, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **JARVIS FAY LLP**, (hereinafter "PROFESSIONAL") City and Professional may be collectively referred to herein as the "Parties" or individually as "Party."

WHEREAS, the parties hereto previously entered into an Agreement dated February 22, 2024 whereby PROFESSIONAL will perform special counsel services (hereinafter the "Agreement"); and

WHEREAS, Amendment No. 1 was executed in order to modify Paragraph 5 "Work" and Paragraph 6 "Compensation"; and

WHEREAS, the Parties enter into Amendment No. 2 to further amend Paragraph 6, titled "Compensation, 6.1. **Amount, Time and Manner of Payment for Professional Services**" to provide for adequate spending authority; and Paragraph 33, **City Contract Administrator**, so as to identify the current contract administrator.

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

1. Paragraph 6 of the Agreement is amended to read as follows:

"6.1. **Amount, Time and Manner of Payment for Professional Services:** CITY agrees to pay PROFESSIONAL additional compensation in the amount of Two Hundred and Fifty Thousand and No/100^{ths} Dollars (\$250,000.00). The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1, and this Amendment No. 2, shall not exceed Three Hundred and Fifty Thousand and No/100^{ths} Dollars (\$350,000.00). Such maximum amount shall be compensation for all of PROFESSIONAL's expenses incurred in the performance of the Agreement, Amendment No. 1, and this Amendment No. 2."

2. Paragraph 33 of the Agreement is amended to read as follows:

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

James Governale
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380
Telephone: (209) 668-5590
E-mail: JGovernale@turlock.ca.us”

3. **Execution and Counterparts.** This Amendment 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. The Parties agree that this Amendment and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

4. 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 municipal corporation **Jarvis Fay LLP, a Limited Liability Partnership**

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

By:  _____

Title: Partner

Print name: Benjamin P. Fay

Date: January 7, 2025

City Council Staff Report

January 14, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Oscar Molina, Assistant Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Rejecting all bids submitted for City Project No. 23-057 "Monte Vista Bike Lane Improvements Near CSUS"

2. DISCUSSION OF ISSUE:

The purpose of City Project No. 23-057 "Monte Vista Bike Lane Improvements Near CSUS" is to provide a buffered Class 2 bike lane between Crowell Road and Geer Road to provide greater separation between vehicular and bicycle traffic and encourage active transportation in this area around Stanislaus State. A buffered bike lane is provided through use of thermoplastic traffic striping on the road surface. In order to extend the useful life of the buffered bike lane striping, the project scope also includes installation of a slurry seal on Monte Vista that will extend the life of the pavement, improve ride quality, and reduce maintenance costs.

Buffered bike lanes were installed on Christoffersen Parkway from N. Golden State Boulevard to N. Berkeley Avenue as part of a past City project. Buffered bike lanes help to set clear boundaries that decreases conflicts between cyclists and motorists. Drivers are less likely to encroach on the bike lane, and cyclists have a clearer understanding of their space. The results of these buffered bike lanes are reduced stress and increased comfort for the cyclists traveling along this road.

The main elements of the scope of work for this project consists of:

- Slurry seal on existing pavement
- Crack treatment on existing pavement
- Removal and replacement of traffic lane striping, markers, and markings
- Striping of buffered bike lanes on both eastbound and westbound lanes

City staff advertised this project on October 16th, 2024 through the Turlock Journal and on the City's website for construction projects. On November 21st, 2024, one (1) bid was received for City Project No. 23-057 "Monte Vista Bike Lane Improvements Near CSUS". VSS International of Sacramento, California, was determined to be a responsible bidder with a base bid amount of \$410,120.00.

Bid Summary:

BIDDER	BID AMOUNT
VSS INTERNATIONAL	\$410,120.00

Due to a single bid being received that is approximately 56% higher in cost than the engineer's estimate of \$261,892, staff recommends that Council reject the award of bid.

City staff intend to incorporate this project's scope into the scope of work of City Project No. 23-066 "Slurry Seals FY 2024-25" as an additive alternate which will allow the City to review pricing for the work on Monte Vista near CSUS and choose whether to accept the additive bid alternate scope as part of the contract work. Rejecting all bids and incorporating this project's scope of work into 23-066 "Slurry Seals FY 2024-25" as an additive alternate is beneficial to the City because by increasing the volume of work, the City can secure more competitive pricing, ultimately leading to a more cost-effective outcome for the City. City Project No. 23-066 "Slurry Seals FY 2024-25" is estimated to be ready for advertisement for construction bids in January 2025.

3. BASIS OF RECOMMENDATION:

- A. A single bid was received and exceeded the engineer's estimate of \$261,892 by approximately 56%.
- B. Project cost savings should be achieved by combining the scope of this project with Capital Project No. 23-066 "Slurry Seals FY 2024-25" as an additive bid alternate as it involves similar types of work.

4 FISCAL IMPACT / BUDGET AMENDMENT:

. No General Fund money will be used for this project.

The general ledger account for project expenses is Fund 216 "Local Transportation Fund" account 216-40-434.51221 "Non Motorized Projects."

City staff recommend rejecting the bid received for Capital Project (CP) No. 23-057 "Monte Vista Bike Lane Improvements Near CSUS." The costs incurred so far on the existing project are shown below in the Preliminary Engineering line item. Should Council elect to award the bid, the total project costs are estimated as displayed below:

Preliminary Engineering	\$ 59,500
Construction Contractor Bid Cost	\$410,120
Construction Contingency	\$ 41,012
Construction Engineering	\$ 13,800

Estimated Total Project Costs	\$524,432
if bid is awarded for CP 23-057	

City staff recommends rejection of this bid due to receiving a single bid and the bid price exceeding the engineer's estimate of \$261,892 by approximately 56%. If the bid is rejected as recommended, City staff intend to integrate the project's scope into CP No. 23-066, "Slurry Seals FY 2024-25" as an additive bid alternate. CP No. 23-066 includes similar work and this approach will result in more competitive pricing, ultimately leading to a more cost-effective outcome for the City. The City will be able to review additive bid alternate pricing for the work on Monte Vista near CSUS and choose whether to accept the additive bid alternate scope as part of the contract work. The incurred preliminary engineering costs for CP No. 23-057 do not

impact CP No. 23-066 because the design has already been completed. Project costs for this work on Monte Vista Avenue would be tracked separately and paid out of the respective funds as applicable (i.e. assessment fees vs. non-assessment fees). Should the additive bid alternate pricing match the engineer's estimate of costs, the total project costs would be as displayed below:

Preliminary Engineering	\$ 63,500*
Construction Contractor Bid Cost	\$261,892
Construction Contingency	\$ 26,189
Construction Engineering	\$ 13,800

Estimated Total Project Costs \$365,381
if awarded in future as part of CP 23-066

*Preliminary engineering costs would increase slightly in order to coordinate and add the scope of work to a single set of bid documents

The total potential project cost savings resulting from rejection of bids and incorporation of the scope of work into CP 23-066 as an additive bid alternate is approximately \$159,051.

The following funds have already been transferred into Fund 216 Local Transportation Fund (LTF) for Streets and Roads for the project:

TDA Non-Motorized grant funds	\$ 55,000	GL account 216-40-434.38001_345 in FY 23-24
Measure L - Bike and Pedestrian	\$ 95,000	GL account 216-40-434.38001_344 in FY 24-25

Existing Identified Funding \$150,000

Additional funding beyond the amounts currently transferred in to Fund 216 Local Transportation Fund (LTF) for Streets and Roads is available in Measure L Bike and Pedestrian unallocated reserves. An appropriation of \$374,432 would be needed if Council elects to award the bid to VSS International.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as the project involves negligible or no expansion of use of the existing facilities.

8. ALTERNATIVES:

- A. Council could award the project to the low bidder, VSS International. Staff does not recommend this alternative as project costs may be reduced by integrating this project's scope with City Project No. 23-066 "Slurry Seals FY 2024-25" as an additive bid alternate.

9. ATTACHMENTS:

1. Bidder's Summary
2. Vicinity Map

CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Monte Vista Bike Lane Improvements Near CSUS
 PROJECT NUMBER: 23-057
 BID OPENING: November 21, 2024
 2:00 PM
 ANTICIPATED COUNCIL AWARD DATE: January 14, 2025

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		VSS International	
				Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$22,933.00	\$22,933.00	\$34,897.26	\$34,897.26
2	Remove Existing Improvements	LS	1	\$21,190.00	\$21,190.00	\$27,000.00	\$27,000.00
3	Temporary Traffic Control	LS	1	\$14,806.00	\$14,806.00	\$51,200.00	\$51,200.00
4	Temporary Striping and Markings	LS	1	\$1,600.00	\$1,600.00	\$8,640.00	\$8,640.00
5	Detail 9	LF	8112	\$1.58	\$12,796.68	\$1.62	\$13,141.44
6	Detail 26A	LF	7515	\$0.75	\$5,636.25	\$1.08	\$8,116.20
7	Detail 29	LF	20	\$1.00	\$20.00	\$2.16	\$43.20
8	Detail 37B	LF	815	\$3.14	\$2,561.14	\$3.24	\$2,640.60
9	Detail 38	LF	1337	\$2.63	\$3,509.63	\$2.70	\$3,609.90
10	Detail 39	LF	8405	\$2.10	\$17,608.48	\$2.16	\$18,154.80
11	Detail 39A	LF	4004	\$2.10	\$8,388.38	\$2.16	\$8,648.64
12	Green MMA Paint	SF	1557	\$12.58	\$19,590.95	\$14.04	\$21,860.28
13	Thermoplastic Markings (Bike Lane Symbol with Person)	SF	140	\$9.44	\$1,321.60	\$10.80	\$1,512.00
14	Thermoplastic Markings (Shared Roadway Symbol)	SF	81	\$9.44	\$764.64	\$10.80	\$874.80
15	Thermoplastic Markings (Bike Loop Detector Symbol)	SF	16	\$9.44	\$151.04	\$10.80	\$172.80
16	Thermoplastic Markings (Type IV Turn Arrows)	SF	270	\$9.44	\$2,548.80	\$10.80	\$2,916.00
17	Thermoplastic Markings (White Crosswalks)	SF	1196	\$9.44	\$11,290.24	\$10.80	\$12,916.80
18	Thermoplastic Markings (Stop Bar)	LF	192	\$8.39	\$1,611.36	\$10.80	\$2,073.60
19	Thermoplastic Markings (Right Turn Only)	SF	144	\$9.44	\$1,359.36	\$10.80	\$1,555.20
20	Thermoplastic Markings (Yield and Isosceles Triangles)	SF	42	\$9.44	\$396.48	\$10.80	\$453.60
21	Parallel Parking Marks	EA	167	\$12.60	\$2,104.20	\$10.80	\$1,803.60
22	Paint Red Curb	LF	2416	\$1.05	\$2,536.80	\$4.32	\$10,437.12
23	Paint Yellow Curb	LF	43	\$1.05	\$45.15	\$4.32	\$185.76
24	Slurry Seal (Type II - PMCOS)	SY	35810	\$2.40	\$85,944.00	\$4.00	\$143,240.00
25	Crack Treatment	SY	35810	\$0.51	\$18,173.58	\$0.64	\$22,918.40
26	Street Sweeping	LS	1	\$2,900.00	\$2,900.00	\$10,000.00	\$10,000.00
27	Blue Fire Hydrant Marker (Type BB)	EA	5	\$20.95	\$104.75	\$21.60	\$108.00
28	All Other Work Not Included in Bid Items	LS	1	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Total =				\$261,892.50		\$410,120.00	

Site Map
for
City Project No. 23-057
"Monte Vista Bike Lane Improvements Near CSUS"



City Council Staff Report

January 14, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: James Governale, Administrative Analyst
Agendized by: Reagan M. Wilson, City Manager

1. **ACTION RECOMMENDED:**

Resolution: Rescinding Resolution No. 2023-070 and adopting an updated approval policy consistent with the City's department reorganization to be applied to Contract Change Orders for the construction of public projects

2. **DISCUSSION OF ISSUE:**

Following recent changes to the City's organizational structure, which included merging the Public Works and Municipal Services Departments—bringing the Engineering and Roads Program divisions under the direction of the Municipal Services Director—it has become necessary to evaluate the Contract Change Order (CCO) Policy outlined in Resolution 2023-070. This evaluation includes considering the inclusion of the Municipal Services Director as an authorized signatory of CCOs pursuant to the terms of the policy.

Background

The City of Turlock contracts with private contractors for the construction of public projects, which encompass the construction, reconstruction, erection, alteration, renovation, painting, improvement, demolition, and repair of publicly-owned facilities. Often, the goals, needs, and objectives of a public project can evolve after a construction contract is executed. Sources of changes during the construction phase of a public project include, but are not limited to, the following:

- Changed or unforeseen site conditions
- Regulatory requirements from federal, state, and local governmental agencies not included in the original scope of work
- Addition or deletion of contract work deemed in the City's best interest
- Design changes initiated by the designer, either to correct errors or due to a shift in design approach
- Reconciliation of actual quantities placed during work progress with those estimated at the time of bidding
- Contract time adjustments

While the engineering design, review, and approval process aims to minimize changes affecting contract price and time on public projects, it cannot eliminate them entirely. When changes in scope or schedule are necessary, adjustments to the contract price or contract time can only be made through the execution of a CCO. A CCO is a written instrument approved by all parties to the original agreement, documenting changes in project scope, contract price, and contract time.

Current Matter

The current change order approval policy, adopted by the City Council on March 14, 2023, through Resolution 2023-070, identifies the Public Works Director as an authorized signatory of CCOs, up to 50% of the approved contract change order contingency amount. With the merging of the Public Works and Municipal Services Departments and the elimination of the Public Works Director position, staff is seeking Council approval to transfer this authority to the Municipal Services Director. This transfer will enable staff to continue processing CCOs in a timely manner. Additionally, the City Manager has been added to this revision to allow for equal authority to the City Engineer and department director on the approval of CCOs that amount to less than 50% of the contingency amount.

3. BASIS OF RECOMMENDATION:

- A. The recent merging of the Public Works and Municipal Services Departments and the elimination of the Public Works Director position has affected the current CCO policy, which names the Public Works Director as an authorized signatory of CCOs up to 50% of the approved contract change order contingency amount.
- B. Updating the policy to include the Municipal Services Director will ensure the department director can still authorize CCOs, as was the original intent of the adopted policy.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with this item.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER 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(b)(5) 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. Council could authorize a different staff member to replace the Public Works Director. This approach is not recommended because the original intent of the CCO Policy was to authorize the department director to sign CCOs.
- B. Provide staff direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution - Updated Policy
- 2. City of Turlock Resolution 2023-070 (to be rescinded)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2023-070 AND }
ADOPTING AN UPDATED APPROVAL }
POLICY CONSISTENT WITH THE CITY'S }
DEPARTMENT REORGANIZATION TO BE }
APPLIED TO CONTRACT CHANGE }
ORDERS FOR THE CONSTRUCTION OF }
PUBLIC PROJECTS }

RESOLUTION NO. 2025-

WHEREAS, the City of Turlock contracts with private contractors for the construction of public projects to improve the City’s infrastructure; and

WHEREAS, the goals, needs, and objectives of a public project can change after a construction contract is executed;

WHEREAS, the engineering design, review, and approval process seeks to mitigate the occurrence of changes on public projects affecting contract price and time, but cannot eliminate it; and

WHEREAS, the contract price and contract time of a public project may only be adjusted by execution of a contract change order; and

WHEREAS, the recent merging of the Public Works and Municipal Services Departments and the elimination of the Public Works Director position has affected the current CCO policy, which names the Public Works Director as an authorized signatory of CCOs up to 50% of the approved contract change order contingency amount; and

WHEREAS, updating the policy to include the Municipal Services Director will ensure the department director can still authorize CCOs, as was the original intent of the adopted policy; and

WHEREAS, this action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines because 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.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2023-070 and adopt an updated approval policy consistent with the City's department reorganization to be applied to Contract Change Orders for the construction of public projects.

The adopted contract change order policy is comprised of the following with changes identified:

A. PROJECTS AWARDED PRIOR TO ADOPTION OF POLICY

- Public projects awarded prior to adoption of this policy shall be subject to the change order approval policy outlined ~~in Resolution 2009-246~~ herein.

B. APPROVED CHANGE ORDER CONTINGENCY AMOUNT

- A contract change order contingency amount shall be recommended by City staff to the City Council. The City Council shall approve a contract change order contingency amount at the time of the award of bid to the contractor. The approved contingency amount shall be established on a project by project basis. The funding source and general ledger account for the change order contingency shall be identified in the staff report requesting approval of the agreement with the contractor.

C. APPROVAL AUTHORITY WITHIN THE APPROVED CHANGE ORDER CONTINGENCY AMOUNT

- The following individuals may approve contract change orders whose cumulative total is within the approved change order contingency amount:
 - City Engineer or ~~Public Works-Municipal Services~~ Director or City Manager: Up to 50% of the approved contract change order contingency amount.
 - Joint approval of City Engineer or ~~Public Works-Municipal Services~~ Director and City Manager: Up to 100% of the approved contract change order contingency amount.

D. APPROVAL AUTHORITY EXCEEDING THE APPROVED CHANGE ORDER CONTINGENCY AMOUNT

- City Council approval shall be required for contract change order orders whose cumulative total exceeds the approved contract change order contingency amount.
- The City Council may either:
 - consider individual contract change orders for approval that exceed the original contingency amount, or
 - increase the approved construction contingency amount

E. APPROVAL OF CHANGE ORDERS RELATING TO BID ITEM QUANTITY ADJUSTMENTS

- City engineering staff shall be authorized to approve payment to contractors for work exceeding the estimated quantity of bid items as shown on the

bidding form, provided that total payments made to the contractor do not exceed the total contract price.

- The change in contract price for bid item quantity adjustments shall be approved by change order at the time of the Notice of Completion of the project and shall be subject to the approval authority policy described above.

F. APPROVAL OF CHANGE ORDERS RELATING TO CONTRACT TIME

- The City Engineer or ~~Public Works~~ Municipal Services Director or City Manager may approve change orders that include changes to contract time.

G. NOTIFICATION OF CHANGE ORDERS APPROVED BY THE CITY STAFF

- For City Council's information, City staff shall provide a summary of contract change orders approved by City staff in the staff report requesting Notice of Completion for the project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING THE	}	RESOLUTION NO. 2023-070
EXISTING CHANGE ORDER APPROVAL POLICY	}	
OUTLINED IN RESOLUTION NO. 2009-246 AND	}	
ADOPTING AN APPROVAL POLICY TO BE	}	
APPLIED TO CONTRACT CHANGE ORDERS	}	
<u>FOR CONSTRUCTION OF PUBLIC PROJECTS</u>	}	

WHEREAS, the City of Turlock contracts with private contractors for the construction of public projects to improve the City's infrastructure; and

WHEREAS, the goals, needs, and objectives of a public project can change after a construction contract is executed;

WHEREAS, the engineering design, review, and approval process seeks to mitigate the occurrence of changes on public projects affecting contract price and time, but cannot eliminate it; and

WHEREAS, contract change orders are necessary in the case of changed or unforeseen site conditions, regulatory requirements from federal, state, and local governmental agencies not included in the original scope of work, the addition or deletion of contract work as deemed to be in the best interest of the City, design changes initiated by the designer either as a result of error correction or from a change in design approach, reconciling actual quantities placed in the progress of the work with quantities estimated at the time of bidding, adjusting the contract time; and other drivers of contract change; and

WHEREAS, the contract price and contract time of a public project may only be adjusted by execution of a contract change order; and

WHEREAS, the adoption of a new change order policy will allow for improved efficiency in the review and approval process, necessary oversight of contract change management by qualified professional staff, and timely direction to the contractor with reduced risk of construction schedule impacts and delay claims.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind the existing contract change order approval policy outlined in Resolution No. 2009-246 and adopts an approval policy to be applied to contract change orders for construction of public projects.

The adopted contract change order policy is comprised of the following:

A. PROJECTS AWARDED PRIOR TO ADOPTION OF POLICY

- Public projects awarded prior to adoption of this policy shall be subject to the change order approval policy outlined in Resolution 2009-246.

B. APPROVED CHANGE ORDER CONTINGENCY AMOUNT

- A contract change order contingency amount shall be recommended by City staff to the City Council. The City Council shall approve a contract change order contingency amount at the time of the award of bid to the contractor. The approved contingency amount shall be established on a project by project basis. The funding source and general ledger account for the change order contingency shall be identified in the staff report requesting approval of the agreement with the contractor.

C. APPROVAL AUTHORITY WITHIN THE APPROVED CHANGE ORDER CONTINGENCY AMOUNT

- The following individuals may approve contract change orders whose cumulative total is within the approved change order contingency amount:
 - City Engineer or Public Works Director: Up to 50% of the approved contract change order contingency amount.
 - Joint approval of City Engineer or Public Works Director and City Manager: Up to 100% of the approved contract change order contingency amount.

D. APPROVAL AUTHORITY EXCEEDING THE APPROVED CHANGE ORDER CONTINGENCY AMOUNT

- City Council approval shall be required for contract change order orders whose cumulative total exceeds the approved contract change order contingency amount.
- The City Council may either:
 - consider individual contract change orders for approval that exceed the original contingency amount, or
 - increase the approved construction contingency amount

E. APPROVAL OF CHANGE ORDERS RELATING TO BID ITEM QUANTITY ADJUSTMENTS

- City engineering staff shall be authorized to approve payment to contractors for work exceeding the estimated quantity of bid items as shown on the bidding form, provided that total payments made to the contractor do not exceed the total contract price.
- The change in contract price for bid item quantity adjustments shall be approved by change order at the time of the Notice of Completion of the

project and shall be subject to the approval authority policy described above.

F. APPROVAL OF CHANGE ORDERS RELATING TO CONTRACT TIME

- The City Engineer or Public Works Director may approve change orders that include changes to contract time.

G. NOTIFICATION OF CHANGE ORDERS APPROVED BY THE CITY STAFF

- For City Council's information, City staff shall provide a summary of contract change orders approved by City staff in the staff report requesting Notice of Completion for the project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of March, 2023, by the following vote:

AYES:	Abram, Bixel, Monez, Franco, Bublak	(5)
NOES:	None	(0)
NOT PARTICIPATING:	None	(0)
ABSENT:	None	(0)

ATTEST:



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

City Council Staff Report

January 14, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Stephen Fremming, P.E., Principal Civil Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution 2025-XXX: Approving ten (10) agreements in a form approved by the City Attorney for On-Call Engineering and Surveying Services for RFQ No. 24-015, "RFQ for On-Call Agreements for Engineering and Surveying Services" for three-year terms in amounts not to exceed \$300,000 per agreement to be funded by various general ledger accounts to be determined relative to the various capital projects requiring these services

2. DISCUSSION OF ISSUE:

For more than two decades, the City has utilized on-call agreements for professional services to assist in the delivery of the City's Capital Improvement Program (CIP) projects. On-call agreements specify a maximum compensation amount and allow staff to request proposals and authorize work for various individual projects directly from on-call consultants. Under an on-call agreement, either the City Engineer or Department Director are authorized to sign a "Service Request" document which details the consultant's scope and negotiated fee, and which authorizes the consultant to perform the specified work. On-call agreements provide valuable flexibility and efficiency to the City. Without an on-call agreement, each professional service would require separate agreements that would each require preparation of staff reports and memos, review cycles and timelines for contract execution, and submission and review of insurance documents.

The types of Service Requests typically authorized after execution of on-call engineering and surveying agreements include engineering design for the preparation of plans, specifications, and estimates as well as topographic surveying, boundary surveying, construction staking, and monument preservation. Projects can include needs involving transportation engineering, roadway improvements, traffic engineering, structural engineering, wet utility conveyance and treatment, facility repair, lighting improvements, and drainage design. These services are not readily available through other on-call consultants or City staff. The City's last round of on-call engineering and surveying agreements were in effect from September 22, 2020 through December 31, 2024. It is necessary to execute new agreements to continue to provide these essential services to City projects in support of the City's function to provide quality infrastructure for its citizens.

All California local agencies are required to follow Government Code Sec. 4526 which outlines the basic requirements for a Qualifications Based Selection (QBS) for professional services. The requirements require that the City's professional consultants "*...are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies.*" The City's procedures for procuring services are codified in the Turlock Municipal Code Section 2-7-08. Staff solicited statements of qualification from interested firms as part of RFQ No. 24-015, "RFQ

for On-Call Engineering and Surveying Services.” This process included preparation and advertisement of a Request for Qualifications (RFQ) document outlining the scope of services, standard terms of the City’s agreement, and the evaluation and selection criteria that the review committee would utilize to score and rank statements of qualification. The RFQ was advertised in the Turlock Journal and on the City’s website.

By the due date and time on October 30, 2024, City staff received thirteen (13) proposals in response to the advertised RFQ. An evaluation committee consisting of three City Engineering staff scored and ranked proposals based on the criteria listed in the RFQ. As a result of the evaluation, City staff is recommending approval of an agreement with the ten (10) highest ranking firms as appears in bold text in the ranked list that follows:

1	Blair, Church & Flynn
2	Westwood
3	Provost & Pritchard
4	Sandis
5	GDR Engineering
6	Black Water Consulting Engineers
7	NorthStar Engineering Group
8	DF Engineering
9	Precision Civil Engineering
10	QK
11	Siegfried
12	MVE
13	Net Positive

Staff has found that the top ten (10) ranking firms met all the minimum RFQ requirements and clearly demonstrated that they possess the skills, knowledge, and experience to perform the requested engineering and surveying services. Staff recommend the selection of the top ten (10) ranking firms, namely Blair, Church & Flynn, Westwood, Provost & Pritchard, Sandis, GDR Engineering, Black Water Consulting Engineers, NorthStar Engineering Group, DF Engineering, Precision Civil Engineering, Inc., and QK. These agreements include a maximum compensation of \$300,000 per agreement resulting in a maximum total compensation for professional engineering services of up to \$3,000,000 with ten (10) separate agreements in place. During the last round of on-call engineering and surveying agreements in effect from September 22, 2020 to December 31, 2024, the amount encumbered for services among the six (6) on-call engineering firms was \$1,729,163. The reasons for staff's recommendation to increase the potential overall compensation for on-call engineering and surveying services are as follows:

1. The national and local economy has experienced significant inflation since the onset of COVID-19 which has affected all markets, including professional services. An increase in the number of on-call agreements, and thus the maximum potential compensation for consulting engineering services, will allow the City to catch up with inflation experienced since 2020, and outpace future inflation over the three (3) year term of these agreements.
2. City staff anticipate a significant increase in the amount of capital improvement

projects in need of engineering and surveying services over the next three years.

This expected increase is due in large part to future water, storm, and sewer projects throughout the City, as well as improvements to the Turlock Regional Water Quality Control Facility. A number of these projects involving repair and replacement have been identified by operations staff and other projects involving expansion due to growth are noted in the water, sewer, and storm master plans.

Many identified project needs have not advanced from the planning to design phase due to lack of funding. A sewer rate study has been completed which is projected to provide increased funding for sewer projects. A water rate study will commence in 2025 that has the potential to provide increased funding for water projects.

3. Due to the cost and nature of professional engineering services which requires a professional licensee to be in responsible charge of the work from start to finish, it is highly unlikely that the entire \$300,000 compensation limit would be reached for each agreement, thus reducing the \$3,000,000 theoretical maximum compensation for engineering services to all consultants over the three-year term of the agreements. For example, if a consultant's past compensation on projects totals \$250,000, it would be unlikely that they'd be able to perform any additional work, as it is improbable that the design fee for a new project requiring consulting professional engineering services would be less than \$50,000 to remain under the \$300,000 maximum compensation amount.
4. Having many qualified consultants available to provide service under on-call agreements mitigates delay in executing service requests and performing the work in the case of busy periods where consultant's workloads affect their ability to respond to requests and/or perform the work promptly.
5. The Roads Program continues to gain momentum to rehabilitate aged pavement surfaces. On occasion, a Roads Program project requires repair or replacement of water, sewer, or storm infrastructure within the rehabilitated pavement area due to removal of the existing pavement and/or base layers which provides cover and protection to the utility facilities that lie beneath these layers. An example of such a project is City Project No. 23-040 "Water Line Replacement for 2024 Roads Program Construction."
6. Each of the ten (10) qualified firms recommended for award of an on-call agreement have varied strengths and offer varied scopes of services. Some are best equipped for standard civil engineering type projects such as road and utility improvement work. Others have invested in surveying services with multiple survey crews and licensed surveyors available to support projects during construction with staking and monument preservation. Others have specialty knowledge, experience, and in-house expertise in fields such as traffic engineering, structural engineering, or electrical engineering. Executing agreement with many qualified firms allows the City to tap into these varied resources to match the needs of individual projects.

Approval of these on-call agreements does not bind City staff to issue Service Requests to any of the consultants. Service Requests will be executed based on the actual future needs of the City. Likewise, approval of these agreements does not require that the City to identify any funding at this time for payment of future services. Service Requests will be executed upon City staff's confirmation that the project general ledger accounts funding individual projects is sufficient to pay for the services.

3. BASIS OF RECOMMENDATION:

- A. Pursuant to the Turlock Municipal Code Section 2-7-08, City Council approval is required for agreements for professional services exceeding \$100,000.
- B. On-call engineering and surveying services agreements will provide valuable flexibility and efficiency to the City and allow the City Engineer or Department Director to authorize professional work on individual projects without having to enter into separate contracts for each task.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Each agreement specifies that the maximum compensation made to each consultant shall not exceed \$300,000 over the three-year term of the agreement. No budget appropriation is required in order to approve the on-call agreements. Compensation for professional work completed under the on-call agreement will be made from the general ledger accounts identified for each individual city project requiring these services. Each sponsoring department will be responsible to identify funding for the engineering and surveying services provided for individual projects before a Service Request is executed.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action does not meet the definition of a "project" subject to CEQA in accordance with Section 15378 of the CEQA Guidelines. City staff will evaluate each future project after the scope is defined and will provide information to Council at the time of the award of bid for a construction contract. The information provided shall include either a qualified CEQA exemption or an explanation of the steps taken to attain CEQA clearance if an Initial Study or Environment Impact Report was required.

8. ALTERNATIVES:

- A. Council could reject award of all the requested on-call agreements. Staff does not recommend this alternative due to the fact that engineering and surveying services are necessary for many capital improvement projects.
- B. Council could choose to award agreements to fewer consultants than requested by City staff. Staff does not recommend this alternative for many reasons as outlined in the "Discussion of Issue" section of this staff report.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. City Contract 2025-091 with GDR Engineering, Inc.
- 3. City Contract 2025-093 with DF Engineering, Inc.
- 4. City Contract 2025-089 with Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group

5. City Contract 2025-088 with Blair, Church & Flynn Consulting Engineers, Inc.
6. City Contract 2025-092 with NorthStar Engineering Group, Inc.
7. City Contract 2025-098 with Black Water Consulting Engineers, Inc.
8. City Contract 2025-090 with Sandis Civil Engineers Surveyors Planners dba Sandis
9. City Contract 2025-094 with Quad Knopf, Inc. dba QK
10. City Contract 2025-099 with Westwood Professional Services, Inc.
11. City Contract 2025-101 with Precision Civil Engineering, Inc.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING TEN (10) }
AGREEMENTS IN A FORM APPROVED BY }
THE CITY ATTORNEY FOR ON-CALL }
ENGINEERING AND SURVEYING SERVICES }
FOR RFQ NO. 24-015, "RFQ FOR ON-CALL }
AGREEMENTS FOR ENGINEERING AND }
SURVEYING SERVICES" FOR THREE-YEAR }
TERMS IN AMOUNTS NOT TO EXCEED }
\$300,000 PER AGREEMENT TO BE FUNDED }
BY VARIOUS GENERAL LEDGER }
ACCOUNTS TO BE DETERMINED RELATIVE }
TO THE VARIOUS CAPITAL PROJECTS }
REQUIRING THESE SERVICES }**

RESOLUTION NO. 2025-

WHEREAS, the City has utilized on-call agreements for professional services to assist in the delivery of the City’s Capital Improvement Program (CIP) projects when services are not readily available through other consultants or City staff; and

WHEREAS, on-call agreements provide valuable flexibility and efficiency to the City as it limits the administrative time and cost associated with entering into separate agreements for each task that would otherwise require preparation of staff reports and memos, review cycles and timelines for contract execution, and submission and review of insurance documents; and

WHEREAS, the City has need of professional engineering and surveying services in order to prepare capital improvement projects for public bidding and construction; and

WHEREAS, City staff may authorize consultants to proceed with professional work upon issuance of a Service Request which details the scope of work and the maximum compensation allowed under the Service Request; and

WHEREAS, services to be provided under the on-call agreements may include but are not limited to topographic surveying, boundary surveying, construction staking, monument preservation, transportation engineering, traffic engineering, structural engineering, wet utility conveyance and treatment, facility repair, lighting improvements, and drainage design; and

WHEREAS, Staff solicited statements of qualification from interested firms as part of Request for Qualifications (RFQ) No. 24-015, “RFQ for Engineering and Surveying Services” and received thirteen (13) statements of qualification; and

WHEREAS, an evaluation committee consisting of three City employees scored and ranked statements of qualification based on the criteria listed in the RFQ, resulting in a recommendation to award an on-call agreement to each of the ten (10) highest ranking firms; and

WHEREAS, the companies to be awarded an agreement are listed in the following table:

#	Company Name	Supporting office location
1	Blair, Church & Flynn	Clovis, CA
2	Westwood	Modesto, CA
3	Provost & Pritchard	Clovis, CA
4	Sandis	Modesto, CA
5	GDR Engineering	Ceres, CA
6	Black Water Consulting Engineers	Modesto, CA
7	NorthStar Engineering Group	Modesto, CA
8	DF Engineering	Modesto, CA
9	Precision Engineering	Merced, CA
10	QK	Merced, CA

; and

WHEREAS, executing agreements with multiple firms will allow City staff to issue Service Requests for needed services during the three-year term of the agreements in order to outpace pricing inflation for professional services, have adequate contracting capacity for an expected increase in capital improvement projects over the agreements' term, mitigate delay when one or some of the consultant's workloads affect their ability to respond to requests for service or perform the work promptly, and tap into varied strengths and services offered by the firms to match the needs of individual projects; and

WHEREAS, compensation for professional work completed under these on-call agreements will be made from the general ledger accounts identified for each individual city project requiring these services; and

WHEREAS, this action does not meet the definition of a "project" subject to CEQA in accordance with Section 15378 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve ten (10) agreements in a form approved by the City Attorney for On-Call Engineering and Surveying Services for RFQ No. 24-015, "RFQ for On-Call Agreements for Engineering and Surveying Services" for three-year terms in amounts not to exceed \$300,000 per agreement to be funded by various general ledger accounts to be determined relative to the various capital projects requiring these services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus, State
of California



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
GDR ENGINEERING, INC.
for
ON-CALL ENGINEERING AND SURVEYING SERVICES**

City Contract No. 2025-091

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and GDR ENGINEERING, INC., a California corporation (“Professional”), on this 14th day of January 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Engineering and Surveying Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) 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 rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum compensation, and schedule (“Completion Schedule”) for providing the Services. The Service

Request(s) shall be made effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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 Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 14th day of January, 2028 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement. Any request for Services not included in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement 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, and the Service Request(s) executed under this Agreement. 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 Three-Hundred Thousand and No/100ths Dollars (\$300,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

6.3. 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.

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any

Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other

matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the

insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

27.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional:

**GDR Engineering, Inc.
Attn: Jason Chapman
3525 Mitchell Road, Suite G
Ceres, CA 95307**

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Stephen Fremming, P.E.
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: SFremming@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

44. Execution and 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. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

GDR Engineering, Inc., a California corporation

By: 
Print Name: Jason K. Chapman
Title: CEO
Date: 12/18/2024

CITY OF TURLOCK, a California municipal corporation

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015
FOR
ON-CALL AGREEMENT FOR
ENGINEERING AND SURVEYING SERVICES

RFQ ISSUED: 9/27/24

QUALIFICATIONS DUE: 10/30/2024 3:00 PM

SUBMIT QUALIFICATIONS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/27/2024
- ❖ Proposals Due: 10/30/2024 3:00 PM
- ❖ City Council Approval of Agreement: 12/10/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for engineering and surveying services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
3. Assist the City's Engineering Division with presentations and/or recommendations to the City staff, committees, boards, or the Turlock City Council;
4. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City;
5. Provide, either directly, or through the use of subconsultants, the following services:
 - a. Civil, mechanical, electrical engineering design
 - b. Computer aided drafting (CAD)
 - c. Engineering services during construction (submittal and RFI review)
 - d. Boundary surveying
 - e. Topographic surveying
 - f. Construction surveying
 - g. Cost estimates
 - h. Technical specifications
 - i. Any other related service necessary to provide biddable documents and support of City's capital improvement projects.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 30 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit.

The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. 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. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;

2. Background – Provide background and history of the company’s consulting experience which specifically addresses the organization’s knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.
8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City reserves the right to enter into agreements with multiple consultants. The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant(s) shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

Deliverables such as drawings, specifications, engineering reports, and any other technical data shall be provided to the City in the form of Microsoft Office and PDF documents. Hard copies may be requested on occasion.

The capital improvement projects to be delivered under the On-Call Agreement shall not include federally funded projects. Therefore, there is no Disadvantaged Business Enterprise (DBE) goal associated with the work performed under the On-Call Agreement.

Prospective consultants should note that, while the sample On-Call Agreement is written to include a maximum compensation amount of \$300,000, the City makes no guarantee as to the amount of work to be made available to the consultant during the term of the agreement. The compensation to be made to consultants may vary from the past based on actual needs.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 30, 2024. No late submittals will be accepted.

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on USB flash drive to be considered responsive. The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. Postmark dates will not be recognized. Proposals received after the deadline will be rejected and returned unopened.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to engineering and surveying services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. Proposals will not be made available to the public or competing firms until after the selection process has been completed.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City,

including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.

STATEMENT OF QUALIFICATIONS

**TO PROVIDE
ENGINEERING AND SURVEYING SERVICES
FOR THE**

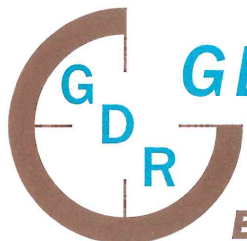
***CITY OF TURLOCK, CALIFORNIA
(RFQ) NO. 24-015***

Submitted to:

City of Turlock

***Attn: Purchasing
156 South Broadway, Suite 270
Turlock, California 95380***

October 30, 2024



GDR ENGINEERING, INC.

ENGINEERING / SURVEYING / PLANNING



GDR ENGINEERING, Inc.
ENGINEERING / SURVEYING / PLANNING

MAX M. GARCIA, PLS
SEAN HARP, PLS
JASON K. CHAPMAN, RCE

October 30, 2024

City of Turlock
Attn: Purchasing
156 South Broadway, Suite 270
Turlock, CA, 95380

Subject: RFQ – Engineering and Surveying Services (City Project No. 24-015)

To Whom It May Concern:

GDR Engineering, Inc. was founded in 1978 as Lew and Associates, to provide professional services with a major emphasis in providing civil engineering and land surveying services to public agencies. Our firm continues to emphasize these services and has made a major effort to apply current technology and innovation to better provide these traditional services for agencies. Our staff of 13 include one registered civil engineer and two licensed land surveyors. Five of our employees have been with the company for more than 20 years.

As discussed in our SOQ, our project team has extensive experience in providing engineering, surveying and plan line services to public agencies. We have completed projects that have been Locally Funded as well as Federally Funded. Our firm has been consulting City Engineer for many local cities, including Atwater, Ceres, Hughson, Riverbank, Newman, Patterson, Lathrop, and Livingston. We have provided surveying services for Cities in that capacity also.

We are currently under contract with the City of Turlock for the services requested in this RFP through City Project No. 20-022. We are also currently under contract for on-call surveying and engineering services with the City of Ceres. GDR Engineering is one of three firms that have been listed on the City of Ceres' on-call engineering list and have been selected on five occasions to remain on their on-call engineering list. Since we are currently on the City of Turlock's on-call engineering list it is our goal to remain on the City of Turlock's list. We are highly motivated to continue to provide the services requested and look forward to working with you and your staff.

Sincerely,

Jason K. Chapman, R.C.E. 66134
CEO

**STATEMENT OF QUALIFICATIONS
TO PROVIDE
SURVEYING AND ENGINEERING SERVICES
FOR
CITY OF TURLOCK**

City Project No. 24-015

Submit by: 3:00 P.M., PST, October 30, 2024

Submitted to:

**ATTN: PURCHASING
156 South Broadway, Suite 270
Turlock, CA, 95380**

October 30, 2024

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GDR LOCATION AND TELEPHONE NUMBERS

GDR Engineering, Inc.
3525 Mitchell Road, Suite G
P. O. Box 1033
Ceres, Ca 95307
Telephone: (209) 538-3360
Fax: (209)538-7370

Contact: Jason Chapman, RCE 66134
jasonchapman@gdreng.com

Sean Harp, PLS 7823
sean@gdreng.com

BACKGROUND

Firm History and Consulting Experience:

GDR Engineering, Inc. was founded in 1978 to provide professional services with a major emphasis in planning, design, construction and maintenance of public infrastructure for public agencies. Our firm continues to emphasize these services and has made a major effort to apply current technology and innovation to better provide these traditional services for agencies. This includes our integrated approach to planning infrastructure needs. Our staff of 13, which includes one registered engineer and two licensed land surveyors, has many years combined experience working directly for public agencies.

There are three principals at GDR Engineering, Inc: Max Garcia, Vice President, P.L.S. (co-founder in 1978), Jason Chapman P.E. (partner since 2015), and Sean Harp, P.L.S. (partner since 2015). Jason Chapman will be the principal in charge for engineering projects, as well as project manager and project engineer. Mr. Chapman's information is found later in the proposal. Sean Harp is a professional land surveyor with over 30 years' experience in land surveying. Mr. Harp will be the principal in charge for surveying projects. He has reviewed and signed survey maps and documents as Acting City Land Surveyor for City of Turlock.

The strength of our firm is the experienced staff that will be assigned to the team. Sean Harp, PLS, has been with GDR Engineering for over 30 years. Jason Chapman has 25 years' experience working for GDR Engineering as well as the City of Ceres. Jason Andrews, Engineering/Surveying Technician has been with GDR Engineering for over 25 years. We have developed the team concept and bring that to the client.

We always have the project manager very involved working with the project engineer in the project design, not just someone who looks over the project once in a while. The advantage is having at least two people that can answer questions if the other person is out of the office or ill. We take advantage of latest technology to provide our services and to communicate with clients. Our practice is to have team meetings at milestones so that the entire team hears the same thing at once.

GDR Engineering, Inc. has successfully completed engineering and surveying projects of all types, sizes and costs throughout California. We have provided City Engineer and City Land Surveyor Services for several local Cities, including Ceres, Atwater, Hughson, Riverbank, Newman, Patterson, Lathrop, and Livingston.

SERVICES AND HISTORY

The primary services being requested by the City of Turlock is to provide Civil Engineering and Land Surveying services. GDR has teamed with Pezzoni Engineering for electrical design and Nexus Engineering for mechanical design for any projects that may require those specialties. The Civil Engineering services may include civil engineering services for projects such as street widening or safe routes to school projects, utility system improvements, and parking lot designs. These services may require topographic and boundary surveys to be used for design purposes and right of way surveys. Construction Staking, Monument Preservation, preparation of Record of Surveys, Corner Records and Legal Descriptions may be needed as well. Land surveying and civil engineering services provided by GDR Engineering are more particularly described below.

CIVIL ENGINEERING

GDR Engineering has prepared Plans, Specifications and Estimates (P.S. & E.) for hundreds of projects for Government Agencies.

Our main goal is to design an economical facility that meets the agreed to design standards. Our approach to the project emphasizes team work, pre-planning, agreement as each task is completed and performing a planned task once.

Considering the above, we utilize a systematic project development approach that includes a team meeting with City of Turlock staff to establish goals and design parameters. If the design parameters are complex, the parameters are documented in a Project Design Report. Completion of the Project Design Report allow team members to agree on important concepts and parameters before starting detailed design and help keep the project on track. Additionally, the team will agree at the beginning on scheduling and responsibility for completion of specific milestones. This includes submittal and review of specific documents at the various stages of completion so that all subsequent work is based on agreed to concepts and parameters.

The typical categories GDR Engineering provides Civil Engineering services for are:

Road and Streets

- New street alignments
- Reconstruction, rehabilitation, widening, and overlay projects
- Signalization projects (traffic engineering subconsultant), traffic channelization and striping plans.
- CDBG Projects

Sidewalk

- Curb ramp retrofitting
- Sidewalk infill
- Replacement

- “Safe Routes to School” projects (Atwater, Livingston, Riverbank, Newman, Ceres)

Storm Drain Systems

- Pipelines and drain inlets (New and Reconstruction)
- Storage Basins
- Pump Stations
- NPDES regulations, SWPPPs, and SWPPP inspections / monitoring

Sanitary Sewer Systems

- Pipelines and Services (New and Reconstruction)
- Pump Stations

Water Systems

- Potable and Non-potable Pipelines and Services (New and Reconstruction)
- Booster Pump Stations
- Water Reservoirs
- Treatment
- Wells

LAND SURVEYING

GDR Engineering has provided a full range of Land Surveying services to public agencies since 1978.

The typical items GDR Engineering provides Land Surveying services for are:

Research and Project Planning

Prior to the commencement of any field survey, we meet with City staff to identify scope of services, project specifics and deliverables. After the scope of services is identified, we conduct research and data collection for the project. Utility companies are contacted at the outset to obtain record information and maps of their facilities in the project area. We conduct research of existing survey maps, benchmark information and road or property deeds.

Boundary Surveys

It is important to have a thorough understanding of how a property was created (metes and bounds, sectionalized, map, etc.) prior to entering the field for a boundary survey. During the course of the field survey we diligently search for monuments that control property and/or street boundaries. We also will locate any signs of occupation (fences, walls, utilities, driveways, dirt roads, etc.) that may be encroachments or unwritten title rights. We will file a Record of Survey map with the County if conditions arise during the course of the survey that triggers that requirement pursuant to Section 8762 of Professional Land Surveyors’ Act.

Topographic Surveys

GDR Engineering performs Topographic Surveys of a wide range of size and complexity, from a small single lot to miles of roadway. Every topographic survey starts with research in the office to obtain record information for horizontal and vertical control. We conduct a site visit with the design engineer at outset to establish requirements of the survey and identify any possible problems or concerns.

One critical item for street projects is the cross slope of the pavement. It is not always adequate to get only crown of the pavement, but also to identify any other changes in grade in the cross slope of the pavement (quarter crown, etc.) to ensure a proper cross slope of the reconstructed road.

GDR Engineering has developed a written Topographic Survey checklist and procedure manual that is utilized by the survey personnel. This procedure and checklist is an evolving document as technologies continue to change. We routinely take photographs and make sketches of complex areas to aid the draftsman

Data Reduction and Mapping

Once the field portion of the survey is complete, the topographic points are transferred into a CAD file. We currently utilize Land Development Desktop (LDD) Civil 3D. We also create a point file that is a listing of each topographic point obtained in the field.

Once the drafting of the topographic map is complete, a preliminary copy of the map is reviewed by Land Surveyor in charge of the project. If needed, the surveyor will review the topographic survey with the client, prior to a final submittal.

Once the topographic map is deemed complete, we provide signed hard copies, a pdf and a compatible CAD file to the client along with any photos and field notes.

Record of Surveys

When, during the course of a survey we set survey monuments or discover material discrepancies, we prepare and file a Record of Survey map to comply with the Professional Land Surveyor's Act. GDR Engineering has prepared and filed numerous Record of Survey maps throughout the State with a wide range of size and complexity.

Corner Records

Corner Records are documents filed in the County Surveyor's office documenting a survey monument that was found, set or replaced, and the survey didn't require a Record of Survey.

Monument Preservation

If, during the course of a survey, we find that survey monuments or benchmarks might be destroyed by construction of the proposed roadway improvements, we will tie them out and file pre-construction Corner Records or Record of Survey to perpetuate their location pursuant to Section 8871 of the Professional Land Surveyors' Act. After construction is complete we return to site to determine if any monuments were destroyed by construction

activities. Post-construction Corner Records or Record of Survey is filed to document monuments found and/or set.

Right-of-Way Acquisition Surveys

GDR Engineering has performed many projects where Right-of-Way acquisition from private land owners is required. Typical services may include:

- Calculation of proposed or ultimate Right-of-Way location, based upon the City's street standard street sections, approved plan line and topographic features.
- Prepare Survey Control Plans that detail all survey and land information, including monuments, measured and record dimensions, owner information, Right-of-Way take, etc.
- Preparation of Legal Descriptions and Plats for Right-of-Way Acquisition and any easements that may be required, including Public Utility Easements, Temporary Construction Easements, etc.
- Preparation of Road Deeds and Easement Deeds.
- Record of Survey Maps if required by the Professional Land Surveyors Act or requested by client.

Legal Descriptions and Mapping

GDR Engineering prepares legal descriptions and mapping for Right-of-Way acquisition, Easements, Land Acquisition, etc. When preparing legal descriptions and deeds for dedication or the transfer of property, we strongly suggest that Preliminary Title Reports be acquired from a Title Company for each property dedicating land to the City to ensure that there is not an encumbrance on the land that may affect the dedication and to ensure that all property owners are identified and shown correctly on the Road Deed or Easements Deed. Acquiring only the latest Grant Deed of the property may not show a person or entity that has a percentage of title in the property.

Construction Staking

GDR Engineering performs wide ranging staking services utilizing GPS and total station survey instruments. Like other survey services, planning is critical in a successful staking project. We have developed a Staking Request Form that contractors use to request each phase of staking. Our Survey Manager and Survey Crews keep in constant communication with the contractor to ensure a smooth construction process. Point files and drawings are kept for each point staked in the field.

CONSTRUCTION SERVICES

GDR Engineering can also provide construction administration and inspection services. GDR Engineering, Inc. has provided these services on projects for street and utility projects for public agencies.

RESPONSE TIME

GDR Engineering understands the importance of being responsive to the City's needs. GDR Engineering will readily provide answers to RFIs from contractors or questions from City staff within a reasonable time. GDR Engineering has a vested interest in the surrounding communities and will preemptively pursue the best interest of the citizens within. Our qualified engineering and survey professionals will be made available upon the City's request, when services are needed. The size and type of project will dictate the amount of resources provided to the City. Our intent will be to meet the needs of the City.

GDR Engineering Inc. will have the following key personnel available for the City of Turlock engineering and surveying projects:

- | | |
|-----------------------------|---|
| • Sean Harp, PLS. 7823 | Principal in Charge of Surveying Projects |
| • Jason Chapman, RCE. 66134 | Principal in Charge of Engineering Projects |
| • Max Garcia, PLS. 5122 | Project Surveyor |
| • Derek Butz, LSIT | Survey Coordinator / Mapping Technician |
| • Jason Andrews | Senior Engineering Technician II |
| • Taylor Debler, EIT | Junior Engineer |
| • Haren Sanghera, EIT | Junior Engineer |
| • Gee Phoong, EIT | Junior Engineer |

Team Members' Relevant Experience and Qualifications:

Jason Chapman

Mr. Chapman is a Registered Civil Engineer with 25 years of experience and is a strong capable manager whose background includes both design and the successful oversight of development projects. He has extensive experience in roadway design, storm drain system design and analysis, sanitary sewer design and analysis, water distribution system design, residential subdivision design, commercial site design, and industrial park design. Mr. Chapman has been instrumental in setting up the in house procedures for designing public infrastructure using Autocad, Land Development Desktop Civil Software, and Civil 3D. Please see resume for more information.

Sean Harp

Professional Land Surveyor in the State of California (P.L.S. 7823) and the State of Nevada (P.L.S. 20070) with 35 years' experience. Mr. Harp has been responsible for the supervision and management of the Surveying and Mapping Departments of GDR Engineering Inc. Mr. Harp will be the Principal in Charge on City of Turlock surveying projects.

Please see resume for more information.

Max Garcia

Professional Land Surveyor in the State of California (P.L.S. 5122) with over 45 years' experience. Mr. Garcia has extensive experience performing boundary and topographic surveys on similar projects in the San Joaquin Valley. Mr. Garcia is a Principal with GDR Engineering, Inc. and will be a Project Surveyor on City of Turlock projects.

Please see resume for more information.

Derek Butz

Mr. Butz has been with GDR Engineering for 4 years and is an associate survey technician and coordinates the survey field crew. He has experience in performing field surveys using a variety of instruments including robotic total station, G.P.S. and drones. He has obtained his California Land Surveyor in Training (LSIT) Certificate and FAA Remote Pilot Airmen Certification. He also is very skilled in AutoCAD and Civil 3d and currently performs surveying calcs for the survey crews. Mr. Butz will perform pre and post survey calculations, cut sheets, etc. and may perform field surveys for City of Turlock projects.

Please see resume for more information.

Jason Andrews

Mr. Andrews has 26 years' experience in preparing Civil Engineering plans and Topographic Maps. His responsibilities include preparing Topographic Maps, Grading, Earthwork & Surfaces, Plan and Profiles, Pipe layout and Design, Site Layouts and Plot Plans, Plan Estimating including Surface cut/fill quantities. He will prepare Civil Improvement Plans and Topographic maps for City of Turlock projects.

Please see resume for more information.

Taylor Debler

Mr. Debler has 8 years' experience as a Junior Engineer. He has extensive experience in preparing Engineering/Topographic Designs and Plans, Sewer/Storm/Water Analysis, and Engineering Quantities and Estimates. He will be responsible for preparing Civil Improvement Plans, Topographic Survey Maps, Wet Utility Design and Analysis, and Quantities and Estimates for the City of Turlock Projects.

Please see resume for more information.

Haren Sanghera

Mr. Sanghera has 6 years' experience as a Junior Engineer at GDR Engineering and is certified as an Engineer-in-Training. He has gained experience with roadway design, storm and sanitary sewer design, commercial and industrial development, subdivision development, and topographic surveying and mapping. He will be responsible for the preparation of Civil Improvements Plans, Cost and Quantity Estimates, Sewer and Storm Water Design and Analysis, and Topographic Maps for City of Turlock Projects.

Please see resume for more information.

Gee Phoong

Mr. Phoong is an Engineer in Training and a Junior Engineer at GDR Engineering for the last 6 years. Mr. Phoong's responsibilities include but are not limited to: preparing topographic maps, grading and drainage plans, water and sewage planning, utility coordination, SWPPP (Stormwater Pollution Prevention Plan) development, specifications, and cost estimates. His duties for the City of Turlock projects will be to assist in preparing Civil Improvements Plans, Specifications, and Estimates.

Please see resume for more information.

PUBLIC AGENCIES

As stated previously, GDR Engineering has completed hundreds of projects of all types, sizes and costs for public agencies throughout California. We have provided City Engineer and City Survey Services for several local Cities, including Hughson, Ceres, Riverbank, Newman, Patterson, Lathrop, and Livingston. GDR Engineering has been retained for On Call Engineering and Surveying Services for the cities of Ceres, Patterson, Turlock and Tracy. GDR Engineering has also been retained by the City of Turlock for On Call Surveying Services for review of survey related maps and documents. We have also contracted with various cities and counties for engineering and surveying services for specific projects. In addition to these experiences, Jason Chapman is a former employee as a Senior Civil Engineer for the City of Ceres. Jason's experience provides valuable insight about how Capital Improvement Projects are processed and managed by public agencies.

Our staff is very knowledgeable and experienced in public agency projects, needs and goals.

GDR Engineering's successful approach to projects has developed a loyal partnership with public agencies. We take pride in the relationships we have established.

Following is a list of Public Agencies that GDR Engineering has provided Professional Surveying and Engineering Services:

- | | |
|----------------------|--------------|
| • City of Atwater | 18 Projects |
| • City of Ceres | 120 Projects |
| • City of Livingston | 12 Projects |
| • City of Hughson | 8 Projects |
| • City of Newman | 18 Projects |
| • City of Patterson | 48 Projects |
| • City of Riverbank | 53 Projects |
| • Stanislaus County | 21 Projects |
| • City of Turlock | 28 Projects |

Following are a small sampling of some relevant survey and engineering projects performed by members of the project team. These projects were successfully completed on time and on budget.

- **City of Patterson Ward Ave. Sewer Lift Station** – Prepared PS&E for rehabilitating the existing lift station. Prepared Special Provisions / Project Specifications for bidding purposes based on Caltrans Standard Special Provisions available on the Caltrans internet web site. The Engineer's Estimate was prepared on a plan sheet by plan sheet basis so that changes could be easily tracked, and presented in Microsoft Excel spreadsheet.

Approximate Project Construction Cost – \$450,000

Project Team Members: Jason Chapman, P.E.; Principal in Charge / Project Engineer; Max M. Garcia, PLS, Principal in Charge of Surveying; Jason Andrews, Engineering Technician.

Client: City of Ceres, Tiffany Rodriguez, Deputy City Engineer

- **City of Patterson Sperry Avenue Overlay Phase 1 & 2** – Prepared PS&E for milling the existing pavement surface, installation of Asphalt Pavement Overlay with dig-outs at severely rutted locations, install ADA compliant sidewalk ramps; install new traffic signal detector loops, and new striping. Prepare Special Provisions / Project Specifications for bidding purposes based on Caltrans Standard Special Provisions available on the Caltrans internet web site. The Engineer's Estimate was prepared on a plan sheet by plan sheet basis so that changes could be easily tracked, and presented in Microsoft Excel spreadsheet.

Approximate Project Construction Cost – \$3,000,000

Project Team Members: Jason Chapman, P.E.; Principal in Charge / Project Engineer; Max M. Garcia, PLS, Principal in Charge of Surveying; Derek Butz, Survey Coordinator; Jason Andrews, Engineering Technician.

Client: City of Patterson, Tiffany Rodriguez, Deputy City Engineer

- **City of Turlock Water Line Replacement for 2024 Roads Program (23-040)** – Performed Topographic Survey of neighborhood streets to relocate water mains and prepared Plans, Specifications and Estimate (P. S.&E.) for replacement of 5,400 LF water lines and services. The topographic survey was completed using drone, GPS and total station survey instruments. Approximate Project Construction Cost – \$3,000,000.

Project Team Members: Jason Chapman, Project Engineer, Sean Harp, PLS, Project Survey Manager; Derek Butz Survey Coordinator; Jason Andrews, Engineering & Surveying Technician.

Client: City of Turlock, Janine Lee, Associate Engineer.

- **City of Ceres Well 42** – Performed Topographic Survey and prepared Civil improvement Plans for construction of Well 42 pumping plant in the City of Ceres. Approximate Project Construction Cost – \$1,300,000.

Project Team Members: Sean Harp, PLS, Project Survey Manager; Edward Badal Survey Party Chief; Jason Andrews, Engineering & Surveying Technician.

Client: City of Ceres, Jeremy Damas, Director of Public Works.

- **City of Ceres Morgan Road Storm Drain** – Prepared PS&E to mitigate flooding issues on Morgan Road. The design included curb and gutter on the east side of Morgan Rd., storm drain pipe, and interconnecting two retention basins to accommodate additional runoff.

Approximate Project Construction Cost – \$1,300,000

Project Team Members: Jason Chapman, P.E.; Principal in Charge / Project Engineer; Sean Harp, PLS, Principal in Charge of Surveying; Derek Butz, Survey Coordinator; Taylor Debler, Jr. Engineer.

Client: City of Ceres, Michael Beltran, City Engineer

Quality Assurance & Quality Control:

GDR Engineering has the proven ability to help control project costs and strives to keep projects within or below budget. There are four items which we feel are very important in saving the Public Agencies unnecessary costs.

- We provide precise and clean project plans which eliminate the ambiguity we have seen on other plans that are loaded with useless information, which only causes confusion in the field.
- We write clear and concise construction specifications. We contend that writing tight specifications that provide the contractor the information needed for materials, testing requirements, and how the items will be quantized and paid for, minimizes claims and contract change orders.
- In the past we have provided bid schedules that allowed alternate bid items. By allowing the contractor to have a choice, they will usually provide a better unit cost for the alternate they prefer to use and they are most familiar with.
- Using in house quality control procedures we find minor mistakes missed during project design and plan preparation. These procedures include in-house peer review and Total Quality Management.

FINANCIAL RESPONSIBILITY

GDR Engineering has been in business for forty-five years. GDR Engineering has weathered several economic downturns during our history. During the COVID-19 pandemic we have sent our employees home to work remotely. During this current crisis we continue to meet our minimum income requirement every month. We currently have enough cash reserves to weather at least six months of hard economic times.

REFERENCES

City of Ceres
Sam Royal, Director of Public Works
2220 Hackett Road
Ceres, CA 95307
209-538-5717

City of Patterson
Fernando Ulloa, City Engineer / Manager
1 Plaza
Patterson, CA 95363
209-895-8073

City of Modesto
Toby Wells, City Engineer
1010 10th Street, Suite 3100
Modesto, CA 95354
209-571-5542



GDR ENGINEERING, Inc.
ENGINEERING / SURVEYING / PLANNING

MAX M. GARCIA, PLS
SEAN HARP, PLS
JASON K. CHAPMAN, RCE

2024 - 2025
FEE SCHEDULE
CITY OF TURLOCK
RETAINER FOR CIVIL ENGINEERING
AND
SURVEYING SERVICES

CURRENT CHARGE RATES

DESCRIPTION	CHARGE RATE
SR PRINCIPAL	\$210.00
JR PRINCIPAL	\$180.00
SR ENGINEER MANAGER	\$180.00
SR ENGINEER	\$170.00
ENGINEER	\$150.00
SR ENGINEER TECH II	\$140.00
SR ENGINEER TECH I	\$130.00
ASSISTANT ENGINEER/DESIGNER	\$120.00
OFFICE SURVEYOR	\$150.00
JR ENGINEER	\$135.00
ENGINEERING TECHNICIAN III	\$120.00
ENGINEERING TECHNICIAN II	\$110.00
ENGINEERING TECHNICIAN I	\$100.00
SR PLANNING MANAGER	\$180.00
SR PLANNER	\$160.00
PLANNER	\$145.00
ASSISTANT PLANNER	\$130.00
JR PLANNER	\$120.00
SR SURVEY MANAGER I	\$145.00
ONE PERSON SURVEY CREW	\$195.00
TWO PERSON SURVEY CREW	\$290.00
ADMINISTRATIVE ASSISTANT	\$65.00

Pezzoni Engineering

1150 9th Street, Suite 1415

Modesto, CA 95354

(209) 554-4602

FEE SCHEDULE FOR PROFESSIONAL SERVICES

EFFECTIVE: January 1, 2024

The following fees are presently in effect for professional services available from our firm:

CONSULTATION SERVICES:

Investigative/Expert Witness/Professional Consultation TBD*

ENGINEERING SERVICES:

Principal Engineer	\$240.00 Per Hour
Project Manager	\$210.00 Per Hour
Engineer	\$185.00 Per Hour
Senior Designer	\$165.00 Per Hour
Designer	\$132.00 Per Hour
CAD/BIM Specialist	\$105.00 Per Hour
Clerical	\$82.00 Per Hour

* Charges for investigative services, expert witness or professional consultation are generally not applicable to projects involving the preparation of plans or specifications for construction projects.

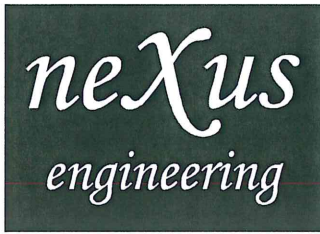
The fees, terms, and conditions stated herein are included and a part of this Agreement by reference. Carrying charges equal to one percent per month, twelve percent A.P.R., may be assessed to all accounts over 60 days of billing.

The Client agrees to limit our liability and to defend and hold harmless for any cause in connection with this project to a maximum of our net aggregate fees as stated in this proposal. The Client and Owner further agree that any cause of action shall be adjudicated in Stanislaus County, California. The prevailing Party to any action shall be entitled to the full recovery of all expenses, fees, hours, and consultants associated with defending such actions, all to be paid by the non-prevailing Party or Parties, based upon a percentage of award of damages or dismissal.

Should actions be taken for the collection of fees due, the prevailing party will be entitled to full recovery of costs of collection paid by the non-prevailing party. This agreement is entered into on the above-referenced date in Stanislaus County, California.

Client may terminate this Agreement with or without cause, upon written notice.

Should any provision of this Agreement be found to be unenforceable by the presiding Court or authority, the entire balance of this agreement shall remain in full force and effect.



1400 Lone Palm, Suite A
Modesto, CA 95351
phone: (209) 572-7399
fax: (209) 236-1579
www.nexusengineering.net

◀ Hourly Rate Schedule ▶

<i>Principal / Professional Engineer</i>	<i>\$230.00</i>
Allen Layman Gary Leusink	
<i>Professional Engineer</i>	<i>\$200.00</i>
Travis Haveman	
<i>Engineer</i>	<i>\$185.00</i>
Oscar Garcia Nathan Mast Derek Turn Ethan DeJong	
<i>Designer</i>	<i>\$160.00</i>
Joel Buck Steve Hudgins Sal Rojas Dan Wilson	
<i>Drafter</i>	<i>\$130.00</i>
Michael Vinoya	
<i>Clerical</i>	<i>\$90.00</i>
Christina Vizcaino	
<i>Expenses</i>	<i>Cost + 15%</i>

EXHIBIT C

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services (“Agreement”) dated _____ between the City of Turlock (“City”) and _____ (“Consultant”).

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

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
DF ENGINEERING, INC.
for
ON-CALL ENGINEERING AND SURVEYING SERVICES**

City Contract No. 2025-093

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and DF ENGINEERING, INC., a California corporation (“Professional”), on this 14th day of January 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Engineering and Surveying Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) 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 rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum compensation, and schedule (“Completion Schedule”) for providing the Services. The Service

Request(s) shall be made effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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 Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 14th day of January, 2028 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement. Any request for Services not included in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement 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, and the Service Request(s) executed under this Agreement. 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 Three-Hundred Thousand and No/100ths Dollars (\$300,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

6.3. 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.

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any

Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other

matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the

insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

27.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional:

**DF Engineering, Inc.
Attn: Scott DeLaMare
3421 Tully Road, Suite J
Modesto, CA 95350**

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Stephen Fremming, P.E.
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: SFremming@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

44. Execution and 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. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**DF Engineering, Inc., a
California corporation**

By: Barbara J. DeLaMare

Print Name: Barbara J. DeLaMare

Title: President

Date 12/18/24

By: Scott T. DeLaMare

Print Name: Scott T. DeLaMare

Title: Vice-President

Date 12/18/24

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015
FOR
ON-CALL AGREEMENT FOR
ENGINEERING AND SURVEYING SERVICES

RFQ ISSUED: 9/27/24

QUALIFICATIONS DUE: 10/30/2024 3:00 PM

SUBMIT QUALIFICATIONS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/27/2024
- ❖ Proposals Due: 10/30/2024 3:00 PM
- ❖ City Council Approval of Agreement: 12/10/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for engineering and surveying services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
3. Assist the City's Engineering Division with presentations and/or recommendations to the City staff, committees, boards, or the Turlock City Council;
4. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City;
5. Provide, either directly, or through the use of subconsultants, the following services:
 - a. Civil, mechanical, electrical engineering design
 - b. Computer aided drafting (CAD)
 - c. Engineering services during construction (submittal and RFI review)
 - d. Boundary surveying
 - e. Topographic surveying
 - f. Construction surveying
 - g. Cost estimates
 - h. Technical specifications
 - i. Any other related service necessary to provide biddable documents and support of City's capital improvement projects.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 30 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit.

The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. 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. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;

2. Background – Provide background and history of the company’s consulting experience which specifically addresses the organization’s knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.
8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City reserves the right to enter into agreements with multiple consultants. The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant(s) shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

Deliverables such as drawings, specifications, engineering reports, and any other technical data shall be provided to the City in the form of Microsoft Office and PDF documents. Hard copies may be requested on occasion.

The capital improvement projects to be delivered under the On-Call Agreement shall not include federally funded projects. Therefore, there is no Disadvantaged Business Enterprise (DBE) goal associated with the work performed under the On-Call Agreement.

Prospective consultants should note that, while the sample On-Call Agreement is written to include a maximum compensation amount of \$300,000, the City makes no guarantee as to the amount of work to be made available to the consultant during the term of the agreement. The compensation to be made to consultants may vary from the past based on actual needs.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 30, 2024. No late submittals will be accepted.

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on USB flash drive to be considered responsive. The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. Postmark dates will not be recognized. Proposals received after the deadline will be rejected and returned unopened.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to engineering and surveying services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. Proposals will not be made available to the public or competing firms until after the selection process has been completed.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City,

including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.

EXHIBIT B

October 30, 2024

City of Turlock
Attention: Purchasing
156 South Broadway, Suite 270
Turlock, CA 95380

DF Engineering, Inc. is pleased to present our Statement of Qualifications for consideration in response to your Request for Qualifications for Engineering and Surveying Services.

Commitment: This is our business. We provide Consulting Services for Civil Engineering and Land Surveying projects and we have a thorough understanding of what needs to be done to perform these services in a cost-effective and timely manner. DF Engineering, Inc. has an uncompromising commitment to providing quality service to the City of Turlock, and our mission is to provide the Development Services Department, Engineering Division, with the complete and most appropriate services to accomplish their goals.

Company Profile: Our firm has been in business for over 60 years. The firm was founded in 1957 in Modesto, California. The firm incorporated in 1972 and has maintained the office location of 3421 Tully Road, Suite J, Modesto, since that time.

Civil Engineering, Land Surveying and Computer Aided Drafting Services: All work shall be performed by Scott T. DeLaMare, LS 8078 and David J. Hoberg, CE 53311, or under their direction, in accordance with the Professional Land Surveyors Act, and the Professional Engineers Act. All drafting work will be done in AutoCAD Civil 3D. We are currently using the 2020 version of AutoCAD. Scott and Dave will be primary contacts for the project work.

In addition to the attached Statement of Qualifications, we ask that you consider the following attributes that DF Engineering, Inc. has demonstrated over the past two decades:

- *History of successful projects on behalf of the City of Turlock.***
- *Established relationships with City staff.***
- *History of successful projects within City boundaries.***
- *Our locale: 20 minutes from City Hall.***
- *History and familiarity with City Standards and expectations.***
- *City of Turlock Business License since 1998.***

Thank you for the opportunity to provide our qualifications. Please call (209) 529-7450 if you require any further information, or have any questions concerning this proposal.

Sincerely,

DF ENGINEERING, INC.



Scott T. DeLaMare, LS 8078
Principal Land Surveyor
scott@dfengineering.com



David J. Hoberg, PE 53311, QSD/QSP
Senior Project Engineer
dave@dfengineering.com



DF ENGINEERING, INC.

CIVIL ENGINEERING AND SURVEYING

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**STATEMENT OF QUALIFICATIONS
FOR
CITY PROJECT NO. 24-015
ON-CALL AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES**

**CITY OF TURLOCK
ATTENTION: PURCHASING**

CONTENTS:

1. General Information
2. Background & History - Company's Consulting Experience
3. Services & History – List of Available Services & Completed Work
4. Response Time - Timely Services and Coordination with City Staff
5. Public Agency Experience
6. References
7. Samples of Work
8. FeesSeparately Sealed Envelope

Appendix A - Resumes

1. GENERAL INFORMATION

Company Information: DF Engineering, Inc.
Civil Engineering and Surveying
3421 Tully Road, Suite J, Modesto, California 95350
(209) 529-7450
www.dfengineering.com

Persons Authorized to Negotiate Contract Terms and Make Binding Agreements:

1. Barbara J. DeLaMare, President
2. Scott T DeLaMare, Vice-President

We have reviewed the Professional Services Agreement, including Item No. 25-Insurance Coverage, and we take no exceptions to the agreement nor the insurance requirements.

Professional Qualifications Necessary for Completing the Work:

Civil Engineering Services

David J. Hoberg, PE
Registered Civil Engineer
CE #53311; obtained in 1995
QSD/QSP #20186; obtained in 2011

Land Surveying Services

Scott T. DeLaMare, LS
Licensed Land Surveyor
LS #8078; obtained in 2005

Tom Price, LS
Licensed Land Surveyor
LS #8920; obtained in 2012

Computer Aided Drafting (CAD) Services

Kevin J. Ellis, CAD Technician
17 years working in CAD services
AS; Computer Science, Modesto Junior College, 2003

2. BACKGROUND AND HISTORY – COMPANY’S CONSULTING EXPERIENCE

DF ENGINEERING, INC. - BACKGROUND:

In 1957 Roy E. Fredricksen founded the firm “Roy E. Fredricksen, Civil Engineer” in Modesto, California. Two years later, in 1959, Thomas H. DeLaMare joined the steadily growing firm. In 1968, in response to growing demand for civil engineering services, Richard L. Fultz joined the firm.

In 1972, Roy E. Fredricksen incorporated the firm and moved to 3421 Tully Road, Modesto, where we are still located. The firm was renamed to “Fredricksen, DeLaMare & Fultz” in 1978, and renamed again in 1984, to “DeLaMare-Fultz Engineering & Surveying”. In 2012, the firm became “DF Engineering, Inc.”. The current principals are Barbara DeLaMare and Scott DeLaMare.

DF ENGINEERING, INC. - HISTORY OF CONSULTING EXPERIENCE:

City of Turlock: DF Engineering, Inc. has been awarded an Annual Retainer Agreement for Consulting Civil Engineering and Surveying Services for the City of Turlock **since 1998**. Our firm has provided civil engineering and surveying services for several City projects including: storm drain and sanitary sewer infrastructure (main pipelines and lift stations) within Turlock’s Westside Industrial Specific Plan Area, major streets and intersections in the Northwest Triangle Specific Plan Area, Sports Complex Project, Master Storm Drainage Main Lines, various Plan Line Projects, various Reconstruction and Overlay Projects, various Topography Surveys, various Construction Staking surveys, ALTA/NSPS Land Title Surveys, Parcel Maps and Record of Survey maps.

City of Modesto: Our firm has been retained by the City of Modesto for Consulting Civil Engineering and Surveying Services since 1959. Our firm has provided civil engineering and surveying services for several City infrastructure projects, major streets and intersections, various Plan Line Projects, various Reconstruction and Overlay Projects, various Topography Surveys, various Construction Staking surveys, ALTA/NSPS Land Title Surveys, Parcel Maps, Record of Survey maps and Official Map.

City of Manteca: Our firm has performed Civil Engineering Plan Check services for the City of Manteca since 2022. The scope of services are as follows: On-Call Professional Civil Engineering Services for plan checking improvement plans involving street improvements, striping, sewer, water, storm drainage, grading, street lighting layouts, and general engineering tasks

City of Oakdale: Our firm performed consulting civil engineering and land surveying services for the City of Oakdale from 1969 to 2006 and also held the position of City Engineer/City Land Surveyor. In addition to approving and signing record maps, our firm prepared design specifications, improvement plans and engineer’s estimates for street improvement projects which required conformity to various local and state agency requirements. In 2006, the City of Oakdale hired a staff City Engineer. Scott T. DeLaMare held the position of City Surveyor until April 2014.

The firm held the position of Interim District Engineer for Winton Water and Sewer District (WWSD) for three subdivision projects since November 2003; Campus Park, LaPaloma and Rolfe Estates. Tasks included review of submitted project improvement plans on behalf of WWSD; consult and coordinate project approval with WWSD personnel; review WWSD improvement agreement and present to WWSD Board of Directors for approval; attend WWSD Board meetings as requested; responsible for onsite inspection of project construction related to District’s water and/or sewer system; responsible for observing testing of new WWSD facilities; provide project “punch list” to assist finalization of project; make recommendation to Board of Directors for project approval; prepare letter of acceptance of improvements on behalf of WWSD.

3. SERVICES AND HISTORY

We reviewed the Scope of Services and offer our LIST OF AVAILABLE SERVICES, as follows:

Civil Engineering

• Roadway Design & Construction
• Traffic Engineering
• Land Use Planning & Zoning
• Environmental Impact
• Surveying
• Geotechnical Engineering
• Water Resources Engineering

• Transportation Planning
• Traffic Engineering
• Land Use Planning & Zoning
• Environmental Impact
• Surveying
• Geotechnical Engineering
• Water Resources Engineering

Surveying

• Topographic Surveying
• Boundary Surveying
• Construction Surveying
• AS-TA Surveying
• Mobile Mapping
• Aerial Photography
• Elevation Surveying

Computer Aided Drafting

• Drafting & Design
• Engineering Design
• Surveying Design

Planning

• Transportation Planning
• Land Use Planning
• Environmental Planning
• Economic Development
• Urban Planning

LISTING AND DESCRIPTION OF CONSULTING WORK COMPLETED: The following are **City of Turlock** projects which specifically address our firm's knowledge and experience.

City of Turlock Consultation, Exhibits, Legal Descriptions, Record of Survey – City Project 0828 “Fulkerth Road and Freeway 99 Interchange Improvements: DF Engineering provided consultation, coordination, right-of-way exhibits, legal descriptions with plats and a Record of Survey for right-of-way transfer from City of Turlock to CALTRANS on this project. Mapping complete and documents are recorded. Completed in 2023.

City of Turlock Pedestrian Intersection Improvements at Various Locations – City Project #17-59: DF Engineering was awarded this project to provide boundary and topographic survey, boundary resolution and mapping, Monument Preservation, Construction Surveying and PS&E to facilitate a federal-funded Highway Safety Improvement Program (HSIP) for the installation of Pedestrian Activated Crossing Enhancements (PACE) at four locations in Turlock. The PACE included installing bulb-outs/access ramps, striping improvements, and street lights. PS&E delivered, post Monument Preservation and Construction Surveying provided during construction. Construction complete.

City of Turlock Linwood Avenue Pedestrian Improvements– City Project #16-60: DF Engineering was awarded this project to provide boundary and topographic survey, boundary resolution and Record of Survey mapping, legal descriptions and plats for Right-of-Way acquisition & abandonments, and PS&E to facilitate installation of pedestrian improvements along Linwood Avenue. The project will install curb, gutter, sidewalk and driveways, widen the existing road to include a dual-left turn lane, striping improvements, and a pedestrian activated crossing system. The project location includes an elementary school, a charter school, a shopping center, and single-family homes. Boundary, Topographic Survey & Record of Survey map are completed, as well as the Right-of-Way legal descriptions and plats. PS&E delivered. Construction complete.

City of Turlock Golden State Rehabilitation – City Project #17-53: DF Engineering was awarded this project to provide boundary and topographic survey, boundary resolution and mapping, and PS&E to facilitate the rehabilitation of roadway improvements along Golden State from 20th Century Boulevard to Main Street. The goal of the City is to design a project to repair the road and surrounding sidewalk. The project area includes the Golden State corridor and the intersections along the road and partially into connecting roads. The design includes boundary, topography & preliminary monument preservation survey work, signal loop improvement, grinding, (HMA overlay design) traffic control, removal, replacement and installation of damaged vertical curb, sidewalk, driveway and curb and gutter & utility box raised to match new surface elevation. DF Engineering was given the Notice to Proceed 1/16/18 and completed the survey work and Record of Survey map 9/2/18. PS&E are completed.

DOING THE JOB RIGHT THE FIRST TIME, EVERY TIME

DF ENGINEERING, INC.

4. RESPONSE TIME - TIMELY SERVICES AND COORDINATION WITH CITY STAFF

DF Engineering, Inc. Civil Engineering and Surveying has a long successful history of tackling challenging projects with creative solutions. Projects are thoroughly researched, clear communication established, scope defined, economically evaluated and design solutions clearly presented on improvement plans and written in project specifications. All projects are coordinated with the client's expectations. The work is prepared under the control and direct supervision of the project engineer, who assumes the full responsibility for their portion of the design as mandated by licensure, with the underlying premise that the design will be safe for public health, property, and welfare.

DF Engineering, Inc. values a reputation of providing excellent and timely responsive service at a reasonable cost. Typical DF Engineering, Inc. project approach would include, but not be limited to:

- **A Team Approach:** Work with client and staff to develop a team relationship with all design professionals involved with the project. Work to establish clear lines of communication. Our staff has extensive experience in coordinating and working with governmental agencies and municipalities.
- **Define the project:** Preliminary meetings/obtain clear understanding of project objectives and scope in order to provide the specific results the client is looking for.
- **Value Engineering:** *Our staff participates in on-going education and research to provide clients with cost saving products, innovative and advanced techniques, on various types of projects; i.e. Pavement rehabilitation and permeable pavement projects, and Phase II Storm Water Quality Post Construction requirements. In addition to our experienced staff, DF Engineering, Inc. has retained sub-consultant specialists to assist in the design and development of project deliverables. We have successfully completed projects working with Kleinfelder for geo-tech resources, KD Anderson traffic consultants, Miller-Pezzoni electrical design and KLA landscape architecture.*
- **Project Research:** Topographic survey, boundary, right-of-way, vertical control, consultation with utility companies, and seek out record drawings.
- **Determine Project Controls:** Establish onsite control points referenced to the chosen datum.
- **Presentation/Improvement Plans:** Prepare Improvement Plans using latest technology AutoCAD programs; provide in-house check prior to any submittal.
- **Specifications:** Provide written specifications as required by specific project; prepare Quantity Takeoff and Engineer's Estimate.
- **Coordination with client and Design Team:** Project meetings, progress reports, proactive communication throughout project. Our goal is "no surprises". DF Engineering, Inc. has successfully coordinated design efforts with the Cities of Modesto, Turlock, Oakdale, Riverbank, Ceres, County of Stanislaus, Office of the State Architect, Caltrans, Irrigation Districts, PG&E, AT&T California, Comcast and other utility companies, school districts and railroad companies.
- **Follow up/Job Completion:** Proactively follow project to completion via acceptance by Public personnel and submission of Record Drawings.

DOING THE JOB RIGHT THE FIRST TIME, EVERY TIME

4. RESPONSE TIME – NAMES & QUALIFICATIONS OF DF ENGINEERING, INC. STAFF

DF Engineering, Inc. staff is immediately available to respond to client's needs. Our policy, as described above, is to maintain open lines of communication and proactively seek methods and solutions to any problems that may arise during a project. We respond immediately to email or telephone inquiries and work diligently to maintain the project's schedule.

Professional Qualifications Necessary for completing the work & Staff Members that will be working on the potential projects:

Civil Engineering Services

David J. Hoberg, PE
Registered Civil Engineer
CE #53311; obtained in 1995
QSD/QSP #20186; obtained in 2011

Land Surveying Services

Scott T. DeLaMare, LS
Licensed Land Surveyor
LS #8078; obtained in 2005

Tom Price, LS
Licensed Land Surveyor
LS #8920; obtained in 2012

Computer Aided Drafting (CAD) Services

Kevin J. Ellis, CAD Technician
17 years working in CAD services
AS; Computer Science, Modesto Junior College, 2003

5. PUBLIC AGENCY EXPERIENCE

DF Engineering, Inc. is currently consulting for the following agencies:

- **City of Turlock** – Development Services Department, Engineering Division; Retainer for Engineering & Surveying Services, City Project No. 20-022, expires 12/31/2024.
- **City of Modesto** - Community and Economic Development Department, Land Development Engineering Division – Prequalified Consultant List for Civil Engineering Plan Check and Land Surveying Services, expires 3/14/2027.
- **Turlock Irrigation District** – Engineering Department; Prequalified Consultant List for Civil Engineering & Land Surveying Services for SRW Project No. 2121-44.
- **City of Manteca** – Engineering Department; On-Call Civil Improvement Plan Check Services, expires 6/30/2025.

6. REFERENCES

REFERENCES FOR SERVICES PROVIDED BY DF ENGINEERING, INC. DURING THE PAST TWO YEARS:

Toby Wells, PE, City Engineer
City of Modesto
Community and Economic Development Department
1010 Tenth Street, Suite 3100
Modesto, CA 95354
(209) 571-5542
twells@modestogov.com

David J Bahr, PE, Senior Engineer
City of Manteca
Engineering Department
1001 W. Center St.
Manteca, CA 95337
Office: 209.456.8436 | Fax: 209.923.8956
dbahr@manteca.gov

Michael Pitcock, PE
City of Waterford
101 E Street
Waterford, CA 95386
209.874.2328 phone
209.847.9656 fax
mpitcock@cityofwaterford.org

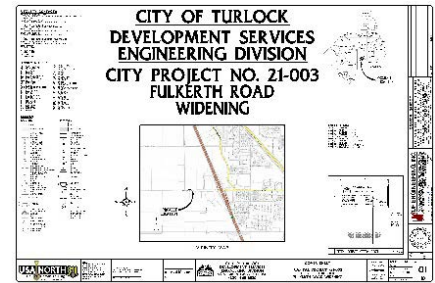
Stephen Fremming, PE
Principal Civil Engineer
City of Turlock
Development Services Department
Engineering Division
156 S. Broadway
Turlock, CA 95380
209.668.5417
sfremming@turlock.ca.us

Doing The Job Right The First Time, Every Time

7. REFERENCES - SAMPLES OF CIVIL ENGINEERING & LAND SURVEYING WORK

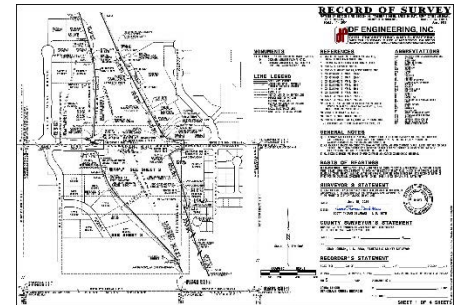
Stephen Fremming, PE
Principal Civil Engineer
Development Services
City of Turlock
Capital Projects/Engineering
156 S. Broadway, Turlock, CA
209-668-5417
SFremming@turlock.ca.us

Fulkerth Road Widening Provided Surveying & Civil Engineering Services (PS&E) to widen westbound Fulkerth Avenue to Tegner Road; including irrigation berm relocation coordination with Turlock Irrigation District and signal positioning coordination with KDA Traffic Engineers. (2023, awaiting final approval). Cost: EE = \$210,000



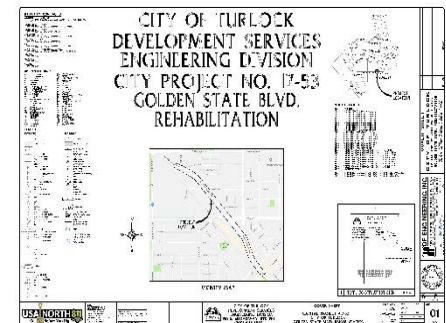
Stephen Fremming, PE
Principal Civil Engineer
Development Services
City of Turlock
Capital Projects/Engineering
156 S. Broadway, Turlock, CA
209-668-5417
SFremming@turlock.ca.us

Record of Survey Provided consultation and exhibits for right-of-way transfer to CALTRANS. Provided project legal descriptions and plat maps. Completion: 2023



Stephen Fremming, PE
Principal Civil Engineer
Development Services
City of Turlock
Capital Projects/Engineering
156 S. Broadway, Turlock, CA
209-668-5417
SFremming@turlock.ca.us

Golden State Blvd. Rehabilitation Provided Surveying & Civil Engineering services (PS&E) for evaluation, reconstruction and pavement overlay project; included new sidewalks and rehabilitation of existing sidewalks; re-striping, signal upgrades. Sub-consultant: KDA Traffic Engineers.
Cost: EE = \$1,736,000
Completion: 2021



Michael Pitcock, PE
City Engineer/Director of
Development Services
City of Turlock
Capital Projects/Engineering
156 S. Broadway, Turlock, CA
209-668-5520
mpitcock@turlock.ca.us.com

Regional Storm Drain Trunk Line
West Main Street & Soderquist Road Provided Surveying & Civil Engineering services (PS&E) for 6,500 SF of 36- and 30-inch Storm Drain Trunk Lines. Coordination with PGE/ATT/TID.
Fee: \$57,966
Cost: \$1,798,695
Completion: 2013





DF ENGINEERING, INC.

CIVIL ENGINEERING AND SURVEYING

3421 TULLY ROAD · SUITE J · MODESTO, CA 95350

TELEPHONE (209) 529-7450 · EMAIL DFENGINEERING@DFENGINEERING.COM

www.dfengineering.com

• SCOTT T. DELAMARE
LS 8078

• BARBARA J. DELAMARE
CPA 46482E

• DAVID J. HOBERG
PE 53311, QSD/QSP

• KEVIN J. ELLIS
CIVIL TECHNICIAN

Effective: May 1, 2023

**DF ENGINEERING, INC.
CIVIL ENGINEERING AND SURVEYING**

HOURLY RATE SCHEDULE

Land Surveyor/Survey Manager	200
Civil Engineer/Project Engineer	200
Administration/Project Management	200
Civil Engineer	150
Civil/Survey/CAD Technician	120
Land Surveyor / 1 Man Survey Crew	180
2-Man Survey Crew	275

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services ("Agreement") dated _____ between the City of Turlock ("City") and _____ ("Consultant").

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

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
PROVOST & PRITCHARD ENGINEERING GROUP, INC.
DBA PROVOST & PRITCHARD CONSULTING GROUP
for
ON-CALL ENGINEERING AND SURVEYING SERVICES**

City Contract No. 2025-089

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and PROVOST & PRITCHARD ENGINEERING GROUP, INC. DBA PROVOST & PRITCHARD CONSULTING GROUP, a California corporation (“Professional”), on this 14th day of January 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Engineering and Surveying Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) 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 rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service

Request(s). The Service Request(s) shall identify the project-specific scope, maximum compensation, and schedule (“Completion Schedule”) for providing the Services. The Service Request(s) shall be made effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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 Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 14th day of January, 2028 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement. Any request for Services not included in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement 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, and the Service Request(s) executed under this Agreement. 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 Three-Hundred Thousand and No/100ths Dollars (\$300,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

6.3. 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.

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only

payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and

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

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

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

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

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

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

insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

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

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

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

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

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

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

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

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

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

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

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in

whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

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

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

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

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

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

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

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

performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general

aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such

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

27. Indemnifications.

27.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

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

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional:

**Provost & Pritchard Engineering Group, Inc. dba
Provost & Pritchard Consulting Group**

**Attn: Melissa Gonzales
455 W. Fir Avenue
Clovis, California 93611-0242**

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Stephen Fremming, P.E.
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: SFremming@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

40. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any

rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

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

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

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

44. Execution and 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. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**PROVOST & PRITCHARD ENGINEERING
GROUP, INC. DBA PROVOST &
PRITCHARD CONSULTING GROUP, a
California corporation**

By: 

Print Name: Keith Mortensen

Title: Director of Operations

Date: 12/20/2024

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015
FOR
ON-CALL AGREEMENT FOR
ENGINEERING AND SURVEYING SERVICES

RFQ ISSUED: 9/27/24

QUALIFICATIONS DUE: 10/30/2024 3:00 PM

SUBMIT QUALIFICATIONS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/27/2024
- ❖ Proposals Due: 10/30/2024 3:00 PM
- ❖ City Council Approval of Agreement: 12/10/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for engineering and surveying services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
3. Assist the City's Engineering Division with presentations and/or recommendations to the City staff, committees, boards, or the Turlock City Council;
4. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City;
5. Provide, either directly, or through the use of subconsultants, the following services:
 - a. Civil, mechanical, electrical engineering design
 - b. Computer aided drafting (CAD)
 - c. Engineering services during construction (submittal and RFI review)
 - d. Boundary surveying
 - e. Topographic surveying
 - f. Construction surveying
 - g. Cost estimates
 - h. Technical specifications
 - i. Any other related service necessary to provide biddable documents and support of City's capital improvement projects.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 30 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit.

The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. 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. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;

2. Background – Provide background and history of the company’s consulting experience which specifically addresses the organization’s knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.
8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City reserves the right to enter into agreements with multiple consultants. The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant(s) shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

Deliverables such as drawings, specifications, engineering reports, and any other technical data shall be provided to the City in the form of Microsoft Office and PDF documents. Hard copies may be requested on occasion.

The capital improvement projects to be delivered under the On-Call Agreement shall not include federally funded projects. Therefore, there is no Disadvantaged Business Enterprise (DBE) goal associated with the work performed under the On-Call Agreement.

Prospective consultants should note that, while the sample On-Call Agreement is written to include a maximum compensation amount of \$300,000, the City makes no guarantee as to the amount of work to be made available to the consultant during the term of the agreement. The compensation to be made to consultants may vary from the past based on actual needs.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 30, 2024. No late submittals will be accepted.

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on USB flash drive to be considered responsive. The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. Postmark dates will not be recognized. Proposals received after the deadline will be rejected and returned unopened.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to engineering and surveying services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. Proposals will not be made available to the public or competing firms until after the selection process has been completed.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City,

including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.

STATEMENT OF QUALIFICATIONS

CITY OF TURLOCK
REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015 FOR
ON-CALL AGREEMENT FOR ENGINEERING AND
SURVEYING SERVICES

OCTOBER 30, 2024

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • Phone (559) 449-2700 • Fax (559) 449-2715
www.provostandpritchard.com

October 30, 2024

City of Turlock
Attn: Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380

RE: On-Call Agreement for Engineering and Surveying Services

Dear Purchasing Division,

Provost & Pritchard Consulting Group (Provost & Pritchard) understands the City of Turlock (City) is looking for qualified consulting firms to provide on-call engineering and surveying services.

We have a long history of providing civil engineering, environmental compliance, and land surveying services to Turlock and many other municipalities and special districts throughout the Central Valley. This Statement of Qualifications (SOQ) highlights the extensive and wide-ranging expertise we are either currently providing, or have recently provided, on several City projects. Services provided to the City under this agreement will primarily be staffed out of our Clovis office, and staff with expertise in specialized disciplines will be available to support the City from our offices located throughout the State.

Our project team offers the following benefits to the City's projects:

- **Local Knowledge.** Project management benefits from knowledge of the community being served. Provost & Pritchard has been providing professional engineering and environmental compliance services to the City since 2013. Most recently, Provost & Pritchard completed Turlock's City-Wide Chlorination water treatment project and we are currently working on design for the City's 5-Year Roads Capital Improvements Program. This experience means we have first-hand, up-to-date knowledge of the City's policies and procedures for completing projects.
- **Experienced Project Management and Significant Staff Resources.** Our Project Manager, Alex Gong, PE, has served as Project Manager for numerous well site and treatment improvement projects for cities through the San Joaquin Valley, including the cities of Fresno, Kingsburg, and Fowler. His hands-on expertise, particularly during Turlock projects like the Well 29 Chlorination and City-Wide Chlorination, demonstrates his familiarity with the City's infrastructure and needs. His ability to oversee complex designs and address City concerns makes him highly qualified to lead future projects that meet City standards. Mr. Gong will be backed by Provost & Pritchard's team of 102 engineers, and support staff as well as subconsultant partners for selected specialties as needed.
- **Communication is Key.** Providing timely responses, listening to the City's needs, and delivering efficient and effective solutions is a priority for Provost & Pritchard. Working closely with your staff as we do now, we will continue to make sure completed projects meet your expectations. Our commitment to quality and client service will give you a greater level of confidence for all phases of a project. From thoughtful planning and design through project construction, our team will work diligently to keep your projects on schedule and in budget.

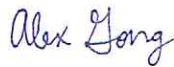
We firmly believe that collaborative efforts lead to the most successful projects. We look forward to meeting with you to further discuss how Provost & Pritchard can provide the City with additional engineering and land surveying services.

If you have any questions or would like to discuss our SOQ, please contact Keith Mortensen at (559) 449-2700, or via email at kmortensen@ppeng.com. We look forward to working together with the City staff.

Sincerely,



Keith Mortensen, PE
Director of Operations, Principal Engineer



Alex Gong, PE
Senior Engineer

CITY OF TURLOCK

REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015

ON-CALL AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES

Statement of Qualifications

October 30, 2024

Prepared for:

City of Turlock
Attn: Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380

Submitted by:

PROVOST & PRITCHARD CONSULTING GROUP
455 W Fir Ave
Clovis, CA 93611
Phone: (559) 449-2700

www.provostandpritchard.com

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GENERAL INFORMATION

Firm Name: Provost & Pritchard Engineering Group, Inc.
(dba Provost & Pritchard Consulting Group)
(Provost & Pritchard)

Address: 455 W Fir Ave Clovis, CA 93611

Phone Number: (559) 449-2700

Website: www.provostandpritchard.com

Keith Mortensen, PE, is authorized to negotiate contract terms and make binding agreements.

PROFESSIONAL QUALIFICATIONS

Provost & Pritchard has a long history of providing on-call, as-needed engineering and surveying services. The cities and special districts for which we maintain these agreements see our team as an extension of the agency's staff in support of their capital improvement projects. To the right is a list of our proposed staff including licensure as appropriate. You will find additional details about the firm and each team member's resumes with specific qualifications following Appendix A.

NAME TITLE POTENTIAL ROLE/S ON PROJECTS	LICENSES/ CERTIFICATIONS
KEITH MORTENSEN, PE Principal Engineer <i>Principal-in-Charge</i>	• Civil Engineer, California #75865
ALEX GONG, PE Senior Engineer <i>Treatment Project Manager</i>	• Civil Engineer, California #91160
JEFF DORN, PE, TE, QSD Principal Engineer <i>Transportation Project Manager</i>	• Civil Engineer, California #76749 • Traffic Engineer, California #2945 • Qualified SWPP Developer #21456
BRIAN BOWERS, PLS Licensed Surveyor <i>Survey</i>	• Professional Land Surveyor, California #8469
BEN CRAWFORD, GBC Construction Manager <i>Senior Construction Manager</i>	• General Building Contractor, California #889097
MICHAEL OSBORN, PE, CASp, LEED-AP Principal Engineer <i>QA/QC</i>	• Civil Engineer, California #66022 • Certified Access Specialist #CASp-1173 • LEED Accredited Professional
ABBY ROQUE, EIT Assistant Engineer <i>Project Designer</i>	• Engineer in Training #167720
KEVIN BERRYHILL, PE, ME Principal Engineer <i>Treatment QA/QC</i>	• Civil Engineer, California #70415 • Mechanical Engineer, California #32762



We navigate engineering and surveying services specializing in designing and implementing infrastructure projects that address critical issues such as storm drain modifications, traffic signal installations, and utility coordination within public right-of-way constraints, while serving as an extension of agency staff to support capital improvement projects.

BACKGROUND



In 1968, Provost & Pritchard Consulting Group began a tradition of engineering excellence in the San Joaquin Valley. Over the course of more than 56 years, we have grown in size, services offered, and geography with nine office locations throughout California, and one in Boise, Idaho. With more than 300 employees, our staff is diverse in their specialties, including civil, environmental, and agricultural engineers, geologists and hydrogeologists, environmental specialists, planners, land surveyors, construction managers and field representatives, and public affairs and support personnel. Our diverse range of civil engineering and related services includes:

- Water infrastructure, supply, and distribution
- Water treatment
- Well design and remediation
- Wastewater treatment and infrastructure
- Transportation
 - Roads, pedestrian and bicycle facilities, and traffic signals
- Construction plans and specifications
- Construction cost estimating
- Construction administration and observation
- Land surveying
- California Environmental Quality Act (CEQA) and
- National Environmental Policy Act (NEPA) compliance
- Agency coordination
- Grant funding assistance
- Structural design
- Environmental site assessments and remediation
- GIS mapping and database services

KNOWLEDGE AND GENERAL EXPERIENCE

Provost & Pritchard has an extensive history providing on-call services to municipalities including the Cities of Turlock, Los Banos, Patterson, Mendota, Merced, Madera, Fresno, Clovis, Tulare, and Bakersfield.

As part of these on-call services contracts, our staff have provided capital improvement designs, construction plans and specifications, regulatory agency coordination, utility system management plans, board and city council meeting participation, plan review, construction observation, and funding application preparation.

With this first-hand experience, our staff understand public agency operations and the needs and challenges cities face on a daily basis.

SERVICE AND HISTORY

Since the beginning, Provost & Pritchard has worked with our clients to seamless progression for their projects. Our reward is the long-term relationships we have built with our clients and the positive, significant impacts we strive to make in the community. Whether the task is big or small, Provost & Pritchard consistently works to bring each project to a successful completion. To continue to serve our clients we have developed a diverse range of services which includes:

- On-call engineering services
- Transportation – road widening, pavement rehabilitation, sidewalk and trail design
- Water infrastructure and distribution
- Water supply
- Water treatment and well remediation
- Sewer & storm drain related infrastructure
- Wastewater
- Groundwater
- Land surveying
- Construction management

Below we have highlighted selected on-call civil engineering and surveying projects that demonstrate our capabilities.

ON-CALL ENGINEERING AND SURVEYING SERVICES

CITY OF TURLOCK, CALIFORNIA

Provost & Pritchard has provided the City of Turlock with on-call City Engineering since 2013. The firm's responsibilities include design assistance with capital improvement projects, field surveying, development and map reviews, and other duties as requested. Some of the tasks completed while under contract with the City include:

WAYSIDE DRIVE SEWER

Provost & Pritchard provided The City of Turlock expedited engineering design services for the replacement of the existing Wayside Drive sewer main between Geer Road and Pioneer Avenue. With the impending construction of the Wayside Drive road rehabilitation project starting in just a few months, Provost & Pritchard worked with City staff to fast-track the production of construction documents for the replacement of the sewer main and service laterals beneath the new roadway project. Through the diligent efforts of our design team and City staff,

we were able to include the sewer main replacement with the roadway improvement bid advertisement. This meant the City could administer one contract covering all the improvements saving the City both staff time and money. As a part of the work, our design team also developed front-end specifications to cover both the roadway and sewer improvements.

ENGINEERING SERVICES DURING CONSTRUCTION (ESDC) CITY-WIDE REHABILITATION IMPROVEMENT PACKAGES 1 & 3

Provost & Pritchard provided engineering services during the construction of Bid Packages 1 and 3 of the Citywide Street Rehabilitation Projects. Services include design support for the construction of roadways, sidewalks, curb ramps, curb & gutter, and striping & signage. Our design team worked closely with City staff and made several site visits to observe existing conditions and recommend modifications to the proposed design. These modifications to the design addressed critical drainage issues and avoided the costly relocation of streetlights, large trees, and other existing improvements. All of this work was done under very short timeframes since construction of the improvements was already underway.

2023 & 2024 ROAD REHABILITATION PROJECTS

Provost & Pritchard is currently providing engineering design services, offering solutions such as roadway rehabilitation design, topographic surveys to enhance the City's LiDAR data, monument preservation, and drainage studies to address stormwater ponding issues. The total length of street improvement projects to date spans approximately 6.6 miles. Services being provided also include coordination with the railroad and utility companies, bidding assistance, and engineering support services during construction. Provost & Pritchard is also working with subconsultants to provide geotechnical analysis and potholing services. Additional Turlock project information can be found in the References and Sample of Work section of this SOQ

CITY OF PATTERSON, CALIFORNIA

Provost & Pritchard has provided the City of Patterson with on-call City Engineering since 2013. The firm's responsibilities included design assistance with capital improvement projects, field surveying, development and map reviews, and other duties as requested. Some of the tasks completed while under contract with the City include:

THIRD PARTY PLAN REVIEW

Provided independent plan review for multiple commercial and housing developments, submittals and other related City projects including the following:

- Pilot Travel Center Off-Site Improvements
- Les Schwab Tire Company
- Hamen Express Service Station
- Hampton Inn and Suites

4TH STREET PROJECT WATER MAINS INSTALLATION

Utilizing funds from a Community Development Block Grant (CDBG) grant, this project installed new water mains along S. Fourth Street and S. Third Street and new service lines, laterals, and services in the alley between. The project area was in the southern end of the downtown corridor in Patterson, an area of town with aging infrastructure. The project was completed in two phases, with the installation of 2,165 linear feet (lf) of 4-inch to 8-inch water mains and 75 services replaced in the first phases, while another 2,875 lf of 4-inch to 10-inch water mains and 63 services were replaced in the second phase. Most of the water lines were installed behind the houses in alleys constructed of base material. The remaining water lines in the street required minor repairs to the asphalt.

LAS PALMAS AVENUE OVERLAY

The project will rehabilitate Las Palmas Avenue using rubberized hot mix asphalt and an asphalt rubber chip seal to address the deteriorated pavement. Our design team is also coordinating with Caltrans District 10 and California Northern Railroad to obtain encroachment and right of entry permits for the project construction. The improvements also include the reconstruction of curb ramps and crosswalks which do not meet current Americans with Disability Act (ADA) standards, replacement of existing detector loops, and installation of a new sewer main and laterals.

SELF HELP ENTERPRISES, FRESNO, KINGS, TULARE, AND KERN COUNTIES, CALIFORNIA

Since 2015, Provost & Pritchard has been providing Self Help Enterprises (SHE) with on-call engineering and planning services as part of the Technical Assistance Provider (TAP) program through the State Water Resources Control Board (SWRCB). The objective of the program is to help small, rural disadvantaged communities within the counties SHE serves (Kern, Tulare,

Kings, Fresno, Madera, Mariposa, Merced, and Stanislaus) with developing funding and implementing water and wastewater projects. As part of the agreement, there are several services that Provost & Pritchard provides to SHE. These services include but are not limited to project development and planning assistance, engineering reports, environmental documents, field surveying, construction documents and general engineering consulting.

- Projects that have been undertaken as part of this contact include, but are not limited to:
- Pond Mutual Water Company Water Improvement Project
- Hardwick Water Company Water System Improvement Project
- Sultana Community Services District TMF Package as part of a State funding application
- Lanare Community Services District Planning Funding Assistance
- Richgrove Community Services District Water Supply and Reliability Project
- Armona Community Services District Meter Project
- Lebec Community Water District Water Meter Replacement
- Sultana Community Services District Water System Improvement Project
- Saucelito School District New Well and Pump Project

ROAD IMPROVEMENT AND PEDESTRIAN SAFETY PROJECTS

CITY OF FRESNO, CALIFORNIA

SOUTH VAN NESS INDUSTRIAL ROADS PROJECT

Provost & Pritchard provided the City of Fresno with civil engineering design services for approximately 1.8 miles of roadway improvements to California Avenue, East Avenue, Hamilton Avenue, Los Angeles Street and Pearl Street in a heavily industrial area of south Fresno. Design services included road widening, AC pavement rehabilitation, curb, gutter, sidewalk, accessible ramps and drive approaches, utility relocation, street lighting, and signing and striping. The design team coordinated with both Union Pacific and Burlington Northern Santa Fe (BNSF) railroads to obtain design approval and acquire right of entry permits for the nine active railroad crossings throughout the project. The design team also coordinated with PG&E and AT&T to relocate their facilities outside the new improvements and assisted the City with Right-of-Way acquisition. Provost & Pritchard was the prime consultant on this project.

BLACKSTONE AVENUE OVERLAY- ASHLAN TO DAKOTA

Provost & Pritchard provided the City of Fresno with civil engineering design for an overlay project along Blackstone Avenue, from Ashlan Avenue to Dakota Avenue, for the City of Fresno. Blackstone Avenue is a major six lane arterial roadway that runs north-south through the heart of Fresno, California. The project consists of grinding and overlaying a majority of the existing asphalt pavement with dig outs and complete pavement section replacement in areas where severe pavement deterioration exists along Blackstone Avenue for the ½ mile stretch from Ashlan to Dakota. Also included in the project is the reconstruction of curb ramps and median island noses to meet current ADA standards, replacement and upgrade of existing signal loop detectors, replacement of existing pavement striping, and adjustment of water valve lids and sewer manhole covers to finished grade.

CITY OF PATTERSON, CALIFORNIA

PEDESTRIAN SAFETY IMPROVEMENT PROJECT

The City of Patterson was awarded an Active Transportation Program (ATP) grant to construct pedestrian and bicycle improvements to the east side of Ward Avenue from 9th Street to Salado Avenue and the north side of Las Palmas Avenue from 9th Street to 7th Street. The project included installing sidewalks, curb & gutters, bicycle lanes and an Americans With Disabilities Act (ADA) compliant lighted pedestrian crossing with pedestrian-actuated flashing warning signs along a 0.14-mile section of the north side of Las Palmas Avenue and a 0.13-mile section along the east side of Ward Avenue. Provost & Pritchard provided surveying and design services for these improvements and worked with DP Engineering who provided the design for the pedestrian crossing.

CITY OF TULARE, CALIFORNIA

“O” STREET AVENUE IMPROVEMENTS PROJECT

Provost & Pritchard provided the City of Tulare with civil engineering design services for water, sewer, storm drain, and pavement rehabilitation improvements along 1.5 miles of O Street, from Pleasant Avenue to Bardsley Avenue. The improvements include asphalt concrete (AC) pavement rehabilitation using grind and overlay, full depth reclamation, and complete pavement reconstruction, installation of new water, sewer and storm drain mains, services, laterals, manholes and drain inlets, replacement of damaged curb, gutter and sidewalk, replacement of existing curb ramps, alley and drive approaches, and trail crossings to meet

current ADA standards, loop detector replacement, signal modifications, and signing and striping. The project also included coordination with Caltrans to obtain an encroachment permit for the State Highway that crosses the project.

CITY OF MENDOTA, CALIFORNIA

6TH STREET IMPROVEMENT PROJECT

Provost & Pritchard prepared plans and specifications for improvements to 6th Street between Derrick Street and Oller Street and Perez Street from Mendota Elementary School to Lozano Street, a total length of approximately one-half mile. The improvements were funded through a combination of Gas Tax and Fresno County Transportation Authority (FCTA) funding. The project included topographic field surveys to determine horizontal locations and existing elevations as well as the preparation of plans and specifications for design of 6th Street. The new pavement section was constructed by full-depth reclamation of the existing section, plus lime treatment of the base material to a depth of 18 inches. Since the project was classified as an “alteration” according to ADA standards, curb ramps at all intersections had to be provided where none previously existed. During construction of the project, additional funding became available for work on two blocks of Quince Street, from 8th Street to 10th Street, that were added to the project.

PIPELINES

CITY OF ATWATER, CALIFORNIA

WINTON WAY WATER PIPELINE

This project involved design and engineering support during construction for the installation of pipelines in Winton Parkway from north of Bellevue Road to Fay Drive (about 900 linear feet). These pipelines will be part of the Well 13, 14 and 17 combined 1,2,3-Trichloropropane (TCP) treatment system when it is constructed. The pipelines needed to be installed before a scheduled repaving of Winton Way. In order to complete the installation prior to repaving, the pipeline design was completed and submitted to the City in three weeks.

CITY OF LOS BANOS, CALIFORNIA

IDAHO STREET WATERLINE REPLACEMENT

Provost & Pritchard provided civil engineering design and land surveying services for the replacement of a waterline along Idaho Street for the City of Los Banos. The project included replacing approximately 1,300 feet of existing 4-inch waterline in Idaho Street between I Street and L Street with a new 8-inch waterline to increase flows in the area. The project included the removal and replacement of sidewalk, curb and gutter and asphalt above the proposed underground improvements as well as the replacement of residential service laterals and water valves. Prior to the start of design work, Provost & Pritchard's surveyors conducted a survey of topographic surface features and prepared a site base map of the project site sufficient for design and construction.

CITY OF MODESTO, CALIFORNIA

STRENGTHEN & REPLACE WATER LINES – LA LOMA NEIGHBORHOOD

Provost & Pritchard provided engineering and survey services to strengthen and replace the water lines in the La Loma Neighborhood in the City of Modesto. The existing lines consisted of old and undersized steel mains that ranged in size from 4-inch to 12-inch in diameter. This project replaced more than 15,000-linear feet of the aged water line with new water mains, valves, and hydrants that met City standards. The ultimate goal of the project was to improve the system's reliability, flows and pressure. The project was solicited through the City's pre-qualified local list for civil engineering services.

OTHER CITY MUNICIPAL ENGINEERING

CITY OF PATTERSON, CALIFORNIA

ORANGE AVENUE LIFT STATION REPLACEMENT

The City of Patterson needed to replace aging sanitary sewer lift stations within their system. The lift station replacement design included a single pit pump station with two 5 HP submersible pumps and abandonment of the existing lift station. Peak flows delivered to the station were estimated by the City at 195 gallons per minute. The project team evaluated the existing system and led the design team of the new facility. Due to the existing lift station being very close to the road, the new lift station was relocated outside of the road right of way thus avoiding a planned widening of the road. Provost & Pritchard also provided surveying and construction administration

services for this project.

CITY OF FRESNO, CALIFORNIA

SPLASH PARK AT MELODY PARK

Provost & Pritchard recently provided professional services for the engineering design and permitting for the addition of a splash park to Melody Park near Shields and Fowler. The splash park is approximately 2,000 square feet and includes: a main themed feature; one dome or dumping bucket feature; one aim/spray; combinations of hoops, posts, arches; and other miscellaneous upward spray/squirt and mists. The splash park area also includes perimeter seat walls, shaded benches and picnic tables for observer seating in dry areas and an outdoor shower per the County Health Code requirements. The project is scheduled for construction on the Summer of 2020.

NEW CHALLENGE COURSE AT ROMAIN PARK

Provost & Pritchard recently provided professional services for the engineering design and permitting for the addition of a new Challenge Course at Romain Park originally built in 1942 in Central Fresno, near the eastbound off-ramp from Highway 41 to State Route 180. The Challenge Course is to be located on approximately 2,670 square feet of vacant area, formerly Orchard Street, just east of the existing skate park. The site improvements for the course consist of grading and the preparation of a relatively level course surface with adequate drainage and new accessible paved walkways (exterior paths of travel) to connect the course to the existing restroom building and the existing sidewalk along Thomas Avenue. A new low voltage electrical power supply was also added to power the course's timer.

VAN NEES AND WELDON POCKET PARK

Provost & Pritchard provided services for the design, permitting, and community engagement of a new pocket park at N. Van Ness Boulevard and E. Weldon Street in Fresno's Tower District. Funded by Measure P, the project included new sidewalks, curbs, medians, drainage improvements, walkways, seating areas, a play structure, and a bocce ball court on 0.36 acres. Tile mosaics created by Fresno High students decorate the park's waste receptacles. Street improvements were completed in November 2022, and park construction finished in April 2024. The park was later named "Trolley Park".

RESPONSE TIME

Provost & Pritchard staff will be available as needed to perform services associated with the City's projects. We have the diversity of expertise and the depth needed for all project sizes and can create specialized teams to address services as needed.

Provost & Pritchard has developed management principles that guide our business practice and govern how we relate to our clients. We pledge to listen and understand our clients' needs and wants and then to develop responses and actions to meet those goals. We strive for technical excellence and client service by holding each other accountable to high standards of care and focusing on quality control throughout the project.

RESPONSE PLAN FOR ON-CALL SERVICES

Provost & Pritchard will respond to a City request for services as described below:

Once a request has been received, Mr. Mortensen or our project manager Mr. Alex Gong will meet with the City project manager and others as appropriate to discuss the project schedule, budget, design, regulatory, and environmental requirements, as well as any other items that may be pertinent to successful outcomes. We will quickly assess staffing needs, staff availability, and desired schedule, and then respond with a fee proposal and schedule normally within one week of the request.

The assigned Project Manager will assign a project engineer and develop a project scope with tasks and estimated hours. Project reviews, constructability reviews, and project team meetings will be incorporated into the schedule and budget. Along with the project scope, an appropriate fee estimate will be developed.

Prior to final project approval, we will coordinate with our surveyors to schedule topographic and boundary surveys to begin as soon as we receive notice to proceed. A similar approach will be taken with our in-house planners for the environmental work and any other critical start-up tasks. This approach will allow us to hit the ground running as soon as we receive notice to proceed from the City. Having our own in-house planners and surveyors allows us to control the schedule of these tasks that are so critical to meeting an overall project deadline.

Upon approval of the scope of services and fee proposal and receipt of the notice to proceed from the City, we will get to work. Our project manager develops the work plan in conjunction with the client. The work plan is a blueprint of how we will execute the project. We will pay special attention to critical path items such as environmental reports, right-of-way acquisition, utility relocation, and obtaining permits from outside agencies. Staying on top of these critical project components is one of our key strategies to meeting project deadlines.



We offer swift response times, with seasoned engineers like Alex Gong meeting directly with your team to assess, manage, and report on projects in progress. Provost & Pritchard uses Deltek® Vantagepoint - a project management and financial report system that houses our project database and ties directly to our hours-tracking system. The database provides real-time budget information, workload scheduling, management reporting, and other metrics to assist our project managers with tracking the project budget and allows accurate and timely communication with our clients.

KEY STAFF

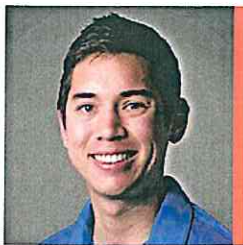
Provost & Pritchard employs highly qualified staff with experience in a wide range of disciplines similar to the work to be done throughout the duration of this contract. With integrated computer, phone, and video conferencing capabilities between our firm's ten office locations, our project team are able to function efficiently and effectively as one, allowing the convenient utilization of staff expertise and resources from our other locations, as necessary. This convenient and efficient ability to communicate within our offices allows our project teams to focus on providing quality products for our clients while keeping their projects on schedule and within budget. Complete resumes with detailed education and experience are included in Appendix A of this submittal.



KEITH MORTENSEN, PE – PRINCIPAL ENGINEER PRINCIPAL-IN-CHARGE

- Civil Engineer, California #75865

Keith Mortensen has more than 18 years of professional experience, currently serving as Principal Engineer. Mr. Mortensen has experience in analyzing, planning, and designing various water treatment and infrastructure projects. He has worked with both public and private sector clients throughout California. Mr. Mortensen's design experience includes water treatment plant design, pilot testing, new well installations, pipelines, pump stations, control structures, water storage, groundwater recharge basins, monitoring wells, and system automation. He is also involved with ongoing consulting services for various agencies. Mr. Mortensen is skilled in project management, engineer report writing, cost estimating, public contract code, construction management services, and coordination with public agencies.



ALEX GONG, PE – SENIOR ENGINEER TREATMENT PROJECT MANAGER

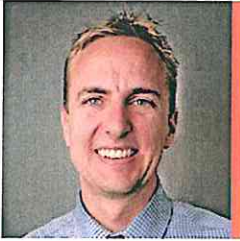
- Civil Engineer, California #91160

Alex Gong has more than eight years of professional experience, currently serving as Senior Engineer. He specializes in the analysis and design of water treatment system and municipal utilities projects for both public and private sector clients throughout California. Mr. Gong's design experience has had a strong focus on drinking water treatment plant design, and also includes new well installations, water quality sampling, and pipeline, pump, and tank design. He recently graduated with a Master of Science degree upon the completion of a Master's Project focused on the methodology involved with the production of granular activated carbon sourced from local agricultural waste by products counter.



Mr. Mortensen provided engineering services for Turlock's City-Wide Chlorination efforts, the Well 38 Arsenic Treatment Plant Design, and Well 8 Modifications.

Mr Gong. provided engineering services for Turlock's Well 29 Chlorination efforts.



JEFF DORN, PE, TE, QSD – PRINCIPAL ENGINEER
TRANSPORTATION PROJECT MANAGER

- Civil Engineer, California #76749
- Traffic Engineer, California #2945
- Qualified SWPPP Developer #21456

Jeff Dorn has more than 18 years of professional experience, currently serving as Principal Engineer. His experience has been focused on transportation infrastructure design and providing ongoing consulting services for various public agencies. Mr. Dorn's design experience includes geometric, pavement section, grading and drainage design of roads, design of ADA-accessible sidewalks and curb ramps, bike/pedestrian trail design, utility relocation, and water, sewer, and storm water system repair and replacement. His experience also includes grant writing, engineering report writing, front end and technical specifications, cost estimating, project management, and coordination with railroads, Caltrans, other public agencies and utility companies.



BRYAN BOWERS, PLS – LICENSED SURVEYOR
LAND SURVEYING

- Professional Land Surveyor, California #8469

Bryan Bowers has more than 22 years of professional experience, currently serving as Licensed Surveyor. He has been involved with the supervision, planning, and execution of geodetic and conventional control surveys, topographic surveys, subdivision mapping, boundary surveys, subsidence monitoring, UAV observation surveys, American Land Title Association/National Society of Professional Surveyors (ALTA/NSPS) surveys, boundary analysis/legal descriptions and construction staking.



BEN CRAWFORD, GBC – SENIOR CONSTRUCTION MANAGER
CONSTRUCTION MANAGER

- General Building Contractor, California #889097

Ben Crawford is a valued member of the team currently serving as Senior Construction Manager. Mr. Crawford is an experienced construction manager with a strong background in managing complex water infrastructure projects across California. He has successfully provided construction management services, including contract management, technical reviews, and site inspections, for several critical projects such as the Well 7 Sand Screen & Well 8 Improvement for the Riverdale Public Utility District in Fresno County, and the Ag Well 277 and Groundwater Blending projects for the Root Creek Water District in Madera County. Additionally, Mr. Crawford has served as a construction inspector for the City of Fowler's ENG-FM Tract 6405 project, demonstrating his versatility and commitment to ensuring project quality and compliance. His extensive experience in the water resources sector highlights his dedication to delivering reliable and efficient infrastructure solutions.



MICHAEL OSBORN, PE, CASp, LEED-AP – PRINCIPAL ENGINEER
QA/QC - TRANSPORTATION

- Civil Engineer, California #66022
- Certified Access Specialist #CASp-1173
- LEED Accredited Professional

Michael Osborn has more than 24 years of professional experience, currently serving as Principal Engineer. Mr. Osborn has been involved in a variety of public works, residential and commercial development, and recreational and educational facility projects. His areas of expertise include site grading design, ADA site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.



**ABIGAIL ROQUE, EIT – ASSISTANT ENGINEER
DESIGN ENGINEER**

- Engineer in Training #167720

Abby Roque has more than nine years of professional experience, currently serving as an Assistant Engineer. Ms. Roque is heavily involved in the design and development of construction plans for the City of Turlock's Roads Program Capital Improvement Program. Ms. Roque has been involved in various engineering projects including pavement design, roadway widening, road diet design, pedestrian and bike improvements, traffic signals, signal synchronization, and signing and striping.



**KEVIN BERRYHILL, PE, ME – PRINCIPAL ENGINEER
QA/QC - TREATMENT**

- Civil Engineer, California #70415
- Mechanical Engineer, California #32762

Kevin Berryhill has more than 29 years of professional experience. Mr. Berryhill is experienced in the evaluation of water quality and the selection and design of water treatment processes. He has experience in feasibility and pre-design studies, design and preparation of plans, specifications, and cost estimates, permitting, pilot studies, and construction support. His experience includes conventional and membrane surface water treatment; wellhead treatment projects involving the removal of volatile organic chemicals (VOC), synthetic organic chemicals (SOC), poly- and perfluoroalkyl substances (PFAS), 1,4-dioxane, natural organic matter (NOM), disinfection byproducts, nitrate, perchlorate, hexavalent chromium, iron, manganese, arsenic, hydrogen sulfide, carbon dioxide (CO₂), radon, uranium, and color; and disinfection improvement projects.



Colorado Ave & Cooper Ave – City of Turlock. This project is part of our ongoing work for the City's Roads Programs.

PUBLIC AGENCIES

Provost & Pritchard has an extensive history of providing professional civil engineering and surveying services to public agencies throughout the San Joaquin Valley, including cities such as Turlock, Los Banos, Patterson, Merced, Mendota, Madera, Fresno, Clovis, Visalia, Tulare, Lindsay, Porterville, and Bakersfield. The firm has also provided services for several counties, former redevelopment agencies, community services and public utility districts, water and irrigation districts, and school districts. In addition to direct firm experience, a number of Provost & Pritchard staff have worked directly for county and city agencies, while three have served as city engineers.

With this first-hand knowledge, Provost & Pritchard's staff understand public agency operations and the needs and challenges cities face on a day-to-day basis. Our staff is diversely experienced in the design and survey of municipal infrastructure projects including roadways and path facilities, water and wastewater distribution systems and treatment facilities, storm drainage facilities, and other capital improvements.

FAMILIARITY WITH FEDERAL AND STATE AGENCIES

Provost & Pritchard's engineers and specialists are experienced and familiar in communicating and working with various state and federal agencies such as the U.S. Bureau of Reclamation (USBR), U.S. Army Corps of Engineers (USACE), Caltrans, State Water Resources Control Board, Department of Water Resources, San Joaquin Valley Air Pollution Control District, California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB) to ensure compliance with agency requirements and processes.

- We've recently provided the City of Patterson with engineering support for several successful grant applications, including recent ATP and urban greening grants that have now turned into projects. We also helped the City update their Quality Assurance Program for Road and Street Transportation Projects.
- During the course of our work with our City and County clients, we regularly work with Caltrans Districts 6 and 10 to accomplish everything from obtaining encroachment permits to right of way certification and construction authorization to designing improvements on state highways.
- When the City of Patterson needed help meeting the required Disadvantaged Business Enterprise (DBE)

goal for their federal funding, Provost & Pritchard reached out to our DBE partners to form a team capable of meeting the Caltrans Local Government Agency requirements.

- As the district manager for Dudley Ridge, Provost & Pritchard has developed conjunctive use programs including groundwater banking projects with the Kern Water Bank Authority, a public agency involved in the acquisition, development, and operation of what was the largest groundwater recharge facility at the time. The groundwater banking project involved extensive State and Federal permitting coordination.
- As a representative for the San Joaquin Valley Exchange Contractors, Provost & Pritchard negotiated and filed the stream bed alteration agreement with CDFW, 401 permit with the RWQCB, 404 permit with the USACE, a license agreement and Warren Act with USBR as well as others.
- As the owner's representative for a natural gas pipeline, Provost & Pritchard prepared and filed the encroachment permits needed for Merced County Department of Public Works and Caltrans.

These are just a few examples of the types of interactions we have with State and Federal agencies on behalf of our clients.

REFERENCES

As we navigate through project phases, Provost & Pritchard works diligently to maintain quality relationships with our clients as well as state, federal, and local agencies. Below are references relevant to our firm's past experience providing engineering and surveying services:

Project: City-Wide Chlorination

Contracting Agency: City of Turlock

Agency Contact: Stephen Fremming, Principal Civil Engineer

Agency Contact Information: (209) 668-5417,
sfremming@turlock.ca.us

Date of Completion: January 2024

Total Project Budget: \$859,000

Project Description: Provost & Pritchard provided engineering services to assist with getting the existing Well 8 GAC treatment plant through the final permitting process with the State. Services included research, review of record drawing, modification of Operations Plans, and permitting assistance.

Project: ESDC City-Wide Rehabilitation Improvement Packages 1 & 3

Contracting Agency: City of Turlock

Agency Contact: Fred Pezeshk, Roads Program Manager

Agency Contact Information: (209) 668-5520,
fpezeshk@turlock.ca.us

Date of Completion: October 2024

Total Project Budget: \$45,000

Project Description: Provost & Pritchard provided engineering services during the construction of Bid Packages 1 and 3 of the Citywide Street Rehabilitation Projects. Services include design support for the construction of roadways, sidewalks, curb ramps, curb & gutter, and striping & signage.

Project: Well 8 Modifications

Contracting Agency: City of Turlock

Agency Contact: Juan Tejada, Regulatory Affairs Manager

Agency Contact Information: (209) 668-55910, jtejeda@turlock.ca.us

Date of Completion: January 2024

Total Project Budget: \$30,00

Project Description: Provost & Pritchard provided engineering services to assist with getting the existing Well 8 GAC treatment plant through the final permitting process with the State. Services included research, review of record drawing, modification of Operations Plans, and permitting assistance.

SAMPLE OF WORK

SIMILAR PROJECTS

The following projects have been selected to demonstrate our experience with similar roadway design projects within the last five years. Additional project experience is available on request.

PROJECT HIGHLIGHTS

This project designed a comprehensive chlorination facility at an existing City well site, including chemical storage, chlorine analysis, safety equipment, and site access improvements, with final design documents recently completed and bidding support forthcoming.

WELL 29 CHLORINATION CITY OF TURLOCK

Contracting Agency: City of Turlock

Agency Reference: Stephen Fremming, Principal Civil Engineer

Agency Address: 156 South Broadway, Suite 270, Turlock, CA 95380

Contact Phone: (209) 668-5417

Total Project Budget: \$59,000

Provost & Pritchard provided the design of chlorination facilities at an existing well site in the city. The new facilities consisted of a block wall enclosure housing a chemical storage and feed system, chlorine analyzer and emergency eyewash shower, and the project also included improvements to the drive approach, access gates, and site electrical. Provost & Pritchard has recently completed design documents for this project and is expected to assist with bidding within the next few months.

PROJECT HIGHLIGHTS

The project provided engineering support for the Citywide Street Rehabilitation Projects, delivering roadway and sidewalk design solutions, optimizing drainage, and avoiding costly relocations under tight timelines to support ongoing construction.

ESDC CITY-WIDE REHABILITATION IMPROVEMENT PACKAGES 1 & 3 CITY OF TURLOCK

Contracting Agency: City of Turlock

Agency Reference: Fred Pezeshk, Roads Program Manager

Agency Address: 156 South Broadway, Suite 270, Turlock, CA 95380

Contact Phone: (209) 668-5520

Total Project Budget: \$45,000

Provost & Pritchard provided engineering services during the construction of Bid Packages 1 and 3 of the Citywide Street Rehabilitation Projects. Services include design support for the construction of roadways, sidewalks, curb ramps, curb & gutter, and striping & signage. Our design team worked closely with City staff and made several site visits to observe existing conditions and recommend modifications to the proposed design. These modifications to the design addressed critical drainage issues and avoided the costly relocation of streetlights, large trees, and other existing improvements. All of this work was done under very short timeframes since construction of the improvements was already underway.

PROJECT HIGHLIGHTS

Currently providing civil engineering design services for the City of Turlock's 5-year Roads Program, including drainage studies, road rehabilitation, utility coordination, and 6.5 miles of street improvements valued at \$17 million.

PROJECT HIGHLIGHTS

... expedited engineering design services for the replacement of the Wayside Drive sewer main in Turlock, aligning it with an upcoming road rehabilitation project to streamline bidding and save the City time and resources by consolidating improvements into a single contract.

**5-YEAR ROADS CAPITAL IMPROVEMENTS PROGRAM
CITY OF TURLOCK**

Contracting Agency: City of Turlock

Agency Reference: Fred Pezeshk, Roads Program Manager

Agency Address: 156 South Broadway, Suite 270, Turlock, CA 95380

Contact Phone: (209) 668-5520

Total Project Budget: \$968,000

Provost & Pritchard provided civil engineering design services for projects identified in the City of Turlock's 5-year Roads Program Capital Improvement Program including topographic and boundary survey, monument preservation, preparing drainage studies to identify issues and potential solutions to existing storm water ponding, road rehabilitation and improvement, fitting improvements in limited existing right-of-way, avoiding and/or relocating existing utilities, coordinating with railroads, utility companies, and other agencies, and signing and striping redesign. The total length of street improvements to date equates to approximately 6.5 miles of improvements throughout the City with an estimated construction cost of about \$17 million.

**WAYSIDE DRIVE SEWER
CITY OF TURLOCK**

Contracting Agency: City of Turlock

Agency Reference: Fred Pezeshk, Roads Program Manager

Agency Address: 156 South Broadway, Suite 270, Turlock, CA 95380

Contact Phone: (209) 668-5520

Total Project Budget: \$3,000

Provost & Pritchard provided The City of Turlock expedited engineering design services for the replacement of the existing Wayside Drive sewer main between Geer Road and Pioneer Avenue. With the impending construction of the Wayside Drive road rehabilitation project starting in just a few months, Provost & Pritchard worked with City staff to fast-track the production of construction documents for the replacement of the sewer main and service laterals beneath the new roadway project. Through the diligent efforts of our design team and City staff, we were able to include the sewer main replacement with the roadway improvement bid advertisement. This meant the City could administer one contract covering all the improvements saving the City both staff time and money. As a part of the work, our design team also developed front-end specifications to cover both the roadway and sewer improvements.

2024 STANDARD FEE SCHEDULE

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2024.

Multi-year contracts are subject to any subsequent changes in these rates.

STAFF TYPE	FEE RANGE
ENGINEERING	
Assistant Engineer	\$115.00 – \$143.00
Associate Engineer	\$136.00 – \$166.00
Senior Engineer	\$174.00 – \$210.00
Principal Engineer	\$220.00 – \$280.00
Associate Structural Engineer	\$136.00 – \$166.00
Senior Structural Engineer	\$174.00 – \$210.00
Principal Structural Engineer	\$220.00 – \$260.00
SPECIALISTS	
Assistant Specialist	\$95.00 – \$115.00
Associate Specialist	\$120.00 – \$150.00
Senior Specialist	\$157.00 – \$195.00
Principal Specialist	\$205.00 – \$265.00
Assistant Biologist	\$96.00 – \$111.00
Associate Biologist	\$116.00 – \$143.00
Senior Biologist	\$150.00 – \$172.00
Principal Biologist	\$180.00 – \$220.00
Assistant Geologist/Hydrogeologist	\$105.00 – \$130.00
Associate Geologist/Hydrogeologist	\$137.00 – \$165.00
Senior Geologist/Hydrogeologist	\$170.00 – \$200.00
Principal Geologist/Hydrogeologist	\$210.00 – \$250.00
Principal Tunneling Consultant	\$245.00 – \$275.00
PLANNING	
Assistant Planner	\$97.00 – \$117.00
Associate Planner	\$124.00 – \$145.00
Senior Planner	\$152.00 – \$180.00
Principal Planner	\$188.00 – \$218.00
TECHNICAL	
Assistant Technician	\$85.00 – \$102.00
Associate Technician	\$108.00 – \$132.00
Senior Technician	\$138.00 – \$166.00

STAFF TYPE	FEE RANGE
CONSTRUCTION SERVICES	
Associate Construction Manager	\$134.00 – \$154.00
Senior Construction Manager	\$161.00 – \$185.00
Principal Construction Manager	\$195.00 – \$225.00
Construction Inspector ⁽¹⁾	\$165.00 – \$190.00
Construction Inspector ⁽²⁾	\$200.00 – \$231.00
SUPPORT	
Administrative Assistant	\$75.00 – \$95.00
Project Administrator	\$88.00 – \$114.00
Senior Project Administrator	\$122.00 – \$210.00
Intern	\$70.00 – \$85.00
SURVEYING SERVICES	
Assistant Surveyor	\$110.00 – \$140.00
Licensed Surveyor	\$160.00 – \$200.00
1-Man Survey Crew	\$195.00/\$235.00 ⁽¹⁾
2-Man Survey Crew	\$305.00/\$335.00 ⁽¹⁾
(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)	
(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.	
(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.	

Additional Fees

Expert Witness / GIS Training: As quoted.

Travel Time (for greater than one (1) hour from employee's base office): \$90/hour (unless the individual's rate is less)

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services (“Agreement”) dated _____ between the City of Turlock (“City”) and _____ (“Consultant”).

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

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK , a municipal corporation	CONSULTANT
By: _____ William D. Morris, City Engineer	By: _____
	Title: _____
	Address: _____ _____
	Phone: _____



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS, INC.
for
ON-CALL ENGINEERING AND SURVEYING SERVICES**

City Contract No. 2025-088

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS, INC., a California corporation (“Professional”), on this 14th day of January 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Engineering and Surveying Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) 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 rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum

compensation, and schedule (“Completion Schedule”) for providing the Services. The Service Request(s) shall be made effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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 Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 14th day of January, 2028 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement. Any request for Services not included in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement 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, and the Service Request(s) executed under this Agreement. 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 Three-Hundred Thousand and No/100ths Dollars (\$300,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

6.3. 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.

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any

Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other

matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the

insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

27.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional:

**Blair, Church & Flynn Consulting Engineers, Inc.
Attn: David Mowry
415 Clovis Avenue, Suite 200
Clovis, CA 93612**

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Stephen Fremming, P.E.
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: SFremming@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

44. Execution and 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. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**Blair, Church & Flynn Consulting Engineers,
Inc., a California corporation**

By: _____

Print Name: David Mowry

Title: President

Date December 23, 2024

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015
FOR
ON-CALL AGREEMENT FOR
ENGINEERING AND SURVEYING SERVICES

RFQ ISSUED: 9/27/24

QUALIFICATIONS DUE: 10/30/2024 3:00 PM

SUBMIT QUALIFICATIONS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/27/2024
- ❖ Proposals Due: 10/30/2024 3:00 PM
- ❖ City Council Approval of Agreement: 12/10/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for engineering and surveying services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
3. Assist the City's Engineering Division with presentations and/or recommendations to the City staff, committees, boards, or the Turlock City Council;
4. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City;
5. Provide, either directly, or through the use of subconsultants, the following services:
 - a. Civil, mechanical, electrical engineering design
 - b. Computer aided drafting (CAD)
 - c. Engineering services during construction (submittal and RFI review)
 - d. Boundary surveying
 - e. Topographic surveying
 - f. Construction surveying
 - g. Cost estimates
 - h. Technical specifications
 - i. Any other related service necessary to provide biddable documents and support of City's capital improvement projects.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 30 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit.

The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. 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. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;

2. Background – Provide background and history of the company’s consulting experience which specifically addresses the organization’s knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.
8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City reserves the right to enter into agreements with multiple consultants. The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant(s) shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

Deliverables such as drawings, specifications, engineering reports, and any other technical data shall be provided to the City in the form of Microsoft Office and PDF documents. Hard copies may be requested on occasion.

The capital improvement projects to be delivered under the On-Call Agreement shall not include federally funded projects. Therefore, there is no Disadvantaged Business Enterprise (DBE) goal associated with the work performed under the On-Call Agreement.

Prospective consultants should note that, while the sample On-Call Agreement is written to include a maximum compensation amount of \$300,000, the City makes no guarantee as to the amount of work to be made available to the consultant during the term of the agreement. The compensation to be made to consultants may vary from the past based on actual needs.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 30, 2024. No late submittals will be accepted.

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on USB flash drive to be considered responsive. The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. Postmark dates will not be recognized. Proposals received after the deadline will be rejected and returned unopened.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to engineering and surveying services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. Proposals will not be made available to the public or competing firms until after the selection process has been completed.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City,

including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.



QUALIFICATIONS PREPARED FOR

CITY OF TURLOCK

ON-CALL AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES

RFQ NO. 24-015

Professional **Civil** Engineering Consulting Services

Professional **Electrical** Engineering Consulting Services

Professional **Structural** Engineering Consulting Services

Professional **Landscape Architectural** Consulting Services

Professional **Environmental** (CEQA/NEPA) Consulting Services

Professional **Land Surveying** Consulting Services



A Native American Owned Business & Certified MBE

www.bcf-engr.com

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*Blair, Church & Flynn's information provided is in within a 30 page limit,
all additional information is located within Appendix A and Appendix B.*

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COVER LETTER

City of Turlock

Attn: Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380



RE: REQUEST FOR QUALIFICATIONS FOR ON-CALL AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES

Dear City of Turlock,

Thank you for the opportunity to submit Blair, Church & Flynn's Statement of Qualifications for the City of Turlock's On-Call Agreement for Engineering and Surveying Services. With over 66 years of experience serving municipalities and public agencies throughout the Central Valley, we look forward to partnering with the City of Turlock to support and enhance the community's infrastructure.

Our firm is interested in providing engineering and surveying services in the following categories:

- **Professional Civil Engineering Consulting Services**
- **Professional Electrical Engineering Consulting Services**
- **Professional Structural Engineering Consulting Services**
- **Professional Landscape Architectural Consulting Services**
- **Professional Environmental (CEQA/NEPA) Consulting Services**
- **Professional Land Surveying Consulting Services**

Since 1958, Blair, Church & Flynn has successfully delivered a variety of projects, including roadway improvements, pavement rehabilitation, site development, wastewater, potable water infrastructure, parks, trails, and green spaces. Our team has extensive experience in public infrastructure and is dedicated to delivering high-quality, reliable work that meets the City of Turlock's needs for planning, building, and maintaining its capital facilities.

In addition to our technical expertise, we are deeply connected to the local area. As a Central Valley-based firm, we take pride in contributing to the communities where we live, work, and play. Our relationships and familiarity with local agencies are key to coordinating successful projects. You can trust that our team will bring its full commitment, skill, and dedication to every project, ensuring a positive outcome for the City of Turlock.

We look forward to the possibility of collaborating with your staff and providing exceptional service for the City's ongoing engineering and surveying needs.



Dave Mowry
President & CEO
Blair, Church & Flynn



1. GENERAL INFORMATION

EXECUTIVE FIRM SUMMARY

Established in 1958, we are a professional consulting firm offering comprehensive services including multidisciplinary engineering, land surveying, environmental, landscape architecture, and construction management. With decades of experience, we understand the challenges municipalities face to build great communities. **And we know we are uniquely fit to help the City of Turlock with comprehensive engineering and consulting services.**

FIRM INFORMATION:

Blair, Church & Flynn Consulting Engineers
451 Clovis Avenue, Suite 200 • Clovis, California 93612
Tel (559) 326-1400 • Fax (559) 326-1500

MAIN CONTACT:

David Mowry, PE, President & CEO
dmowry@bcf-engr.com

FEDERAL TAX ID: 94-1424814

OUR QUALIFIED PROFESSIONALS:

- David Mowry - CEO & President
- Jeffrey Brians - Firm Principal
- Brad Kerner - Civil Engineer
- Luis Gonzalez - Civil Engineer
- Zachary Hockett - Civil Engineer
- Brian Brooks - Civil/Structural Engineer
- Brian Duffy - Electrical Engineer
- Paige Noga - Civil Engineer
- Michael Gennaro - Environmental Specialist
- David Briley - Senior Landscape Architect
- Gifford Bautista - Landscape Designer
- Randell Scott West - Land Surveyor
- Hunter Blanton - Land Surveyor

OUR PROFESSIONAL LICENSES:

Civil Engineering, State of California No. C36182

Landscape Architect, State of California No. C2787

Electrical Engineering, State of California No. E22220

Mechanical Engineering, State of California No. C39752

Structural Engineer, State of California No. 6614

Professional Land Surveyor, State of California No. 25584

- Tim Flynn - Civil Engineer
- Gabriel Ledesma - Environmental Specialist
- Zachary Smith - Civil Engineer
- Jacob Serpa - Civil Engineer
- Kira Castro - Landscape Designer
- Kristian Calma - Civil Engineer
- Michael Palmieri - Civil Engineer
- Maximilian Miljevich - Assistant Engineer
- Don Garman - Assistant Land Surveyor
- Joshua Auyeung - Design Technician
- Dario Romero - Electrical Engineer
- Maxwell Sparks - Assistant Engineer

***Please see all Key Staff Resumes & Qualifications in Appendix B.**



OUR COMMITMENT

AND QUALIFICATIONS FOR COMPLETING A PUBLIC AGENCY PROJECT

Blair, Church & Flynn will dedicate the necessary resource hours to deliver our work product in a timely manner to meet all project schedule deadlines. The distribution of work hours for the key members of our project team will vary throughout the design, bidding, and construction phases. A brief description for each key professional is provided below.

Project Manager

The Project Manager will remain the same throughout the project. Project management requires an initial substantial time dedication to the project to create a project management plan, project schedule, assemble and execute subconsultant contracts, schedule and coordinate the project kick-off meeting, and other required work to get the project initiated and moving forward. This commitment can range from 50% to 80% of the work week beginning on the issuance of the notice to proceed. As the design process moves forward the bulk of the project time commitment moves to the Project Engineer. During this period, the time commitment of the Project Manager may range from 2% to 10% of a work week to address project issues and ensure the project is moving forward on schedule. Similar time commitments will occur during the bidding and construction phases.

Project Engineer

The Project Engineer's will remain the same throughout the project. Their commitment to the project is heavily weighted to the design phases. A typical commitment for an individual design phase may include a 10% work week commitment while our support staff prepares the base drawings necessary for Project Engineer to perform the phase level design. Once the base plans are in the hands of the Project Engineer, it is typical for the Project Engineer to commit 80% to 100% of their time performing the engineering design. This commitment to the project is continuous until the design phase requirements are complete.

Support Staff

Support staff includes assistant engineers, drafting and clerical personnel. The size of Blair, Church & Flynn provides an ample supply of support staff to ensure the project deadlines are achieved. It is our normal practice to maintain the same support staff members throughout the length of the project to maintain the team's cumulative project knowledge. If, for some reason, a support staff member cannot perform their work responsibilities due to illness or other unforeseen circumstance, we can bring in equally experienced and qualified staff from other groups within our office to perform the work required until the original staff member can return to their project work responsibilities. The time commitment of support staff team members will typically begin the same day an assignment is given and will encompass 100% of their work time until the assignment is complete.

Subconsultants (If Needed)

Our team subconsultants understand the need to meet the submittal deadlines of a project and are committed to supplying our internal design staff with the information and design content in a timely manner.



2. BACKGROUND

FIRM OVERVIEW

BLAIR, CHURCH & FLYNN

Blair, Church & Flynn is a professional consulting firm focused on serving Central Valley public agencies and municipalities. The firm offers comprehensive services including land surveying, planning, environmental, engineering, landscape architecture and construction management.

With over 66 years of experience working throughout the Central Valley with multidisciplinary teams and with various project delivery methods, Blair, Church & Flynn believes that the key to successful projects rests greatly in their ability to be a client's trusted advisor. Serving clients in the spirit of this philosophy means listening to concerns, providing answers, developing solutions and protecting the interests of their clients and the people they represent.

Since 1958, we have been a trusted advisor to municipalities and public agencies. With offices in northern and southern California, and our headquarters in Clovis, we are strategically-located to easily serve the needs of clients throughout the state. Blair, Church & Flynn challenges its staff to deliver services in a way that communicates the role of trusted advisors; responsible for helping clients, owners and the public develop meaningful projects.

TALENTED PEOPLE.
SUCCESSFUL PROJECTS.
SINCE 1958



MORE THAN
93%

of our client base is made up of CA municipalities, public agencies and utilities.



CA Public Agency
Projects within the
Last 10 Years



Multi-Disciplined
Professionals



Office Locations
in CA & NV



Response Time &
Staff Mobilization



3. SERVICES AND HISTORY



OUR SERVICES

*Description of work for each available service in sections **Sample of Work** and **Appendix A**.*

Planning

- Alternatives Analyses
- Constructability Reviews
- Cost Estimates
- Due Diligence Reports
- Expert Witness
- Facilities Condition Assessments
- Feasibility Studies
- Master Plans
- Peer Review
- Program Management
- Regulatory Agency Coordination
- Site Selection Studies
- Staff Augmentation
- Sustainability
- Value Engineering
- Water Conveyance Studies

Land Services

- Acquisition Support
- ALTA
- Boundary Surveys /Centerline Surveys
- Dam Settlement Surveys
- Easements /
- High Definition Scanning
- Land Surveying
- Legal Descriptions
- LiDAR
- Record of Surveys
- Right of Ways
- Subsidence Surveys
- Subsurface Utility Engineering (SUE)
- Title Report Analysis
- Topographical Maps

Engineering

- ADA Accessibility
- Bridges
- Buildings
- Canals & Waterways
- **Civil**
- **Electrical**
- Electrical Transmission & Distribution
- Flood Control
- Grading & Drainage
- Hydraulics & Hydrology
- Hydro Power Generation
- Irrigation Systems
- Lift Stations
- **Mechanical**
- Natural Gas Transmission & Distribution
- Parking Lots
- Pavement Maintenance
- Pipeline Inspection & Evaluation
- Pipeline Rehabilitation
- Pumps Stations
- Recycled Water Distribution
- Recycled Water Mains & Distribution
- Reinforced Concrete Structures
- Roadways
- Runways & Taxiways
- SCADA & Automation
- Site Plans
- Space Planning
- **Structural**
- Tenant Improvements
- Transportation
- Wastewater Collection
- Wastewater Treatment
- Water Mains & Distribution
- Water Storage
- Water Treatment
- Water Wells

Landscape Architecture

- Booster Pumps
- Hardcourts
- Hardscape
- Irrigation Systems
- Pedestrian Trails
- Plant Materials
- Playfields
- Recycled Water Conversions
- Restoration
- Sports Turf
- Storage Tanks
- Sustainability
- Synthetic Surfaces
- Water Conservation

Environmental

- CEQA / NEPA Compliance
- Environmental Licensing
- Erosion & Sediment Control Plans
- FERC Licensing
- NPDES Permitting
- SPCC Development & Certification
- SWPPP Development

Construction Services

- As-Built Preparation
- Construction Management
- Construction Staking
- Dispute Resolution
- Inspection
- Operations & Maintenance
- Owners Representation
- Start-up & Commissioning
- Value Engineering

WE KNOW THE CENTRAL VALLEY'S INFRASTRUCTURE

What makes Blair, Church & Flynn unique? We bring to the City of Turlock our **extensive water, wastewater and recycled water** design experience, as well as the first-hand technical know-how, that is essential for the success of a project.

Our project team members have been actively involved in the planning, evaluation, rehabilitation and design of water, wastewater and recycled water infrastructure for decades. Our clients have included dozens of municipalities and agencies throughout California, including the Central Valley municipalities and their Department of Public Utilities (DPU). Specifically, we have first-hand experience and expertise in:

- **Reclaimed & recycled water pipeline design**
- **Water main extensions & replacement design**
- **Sewer main extensions, rehabilitation & replacement design**

When George Blair established the firm in 1958, it was with the intention of providing an innovative approach to water resources, water delivery, and flood control management. And for more than six decades we have kept this philosophy; successfully serving numerous municipalities, regulated utilities and water districts throughout California.

Our qualifications for design of water treatment, recycled water infrastructure, water pipelines and water storage is extensive. Approximately 90% of the infrastructure work undertaken by Blair, Church & Flynn ultimately involves the preparation of construction documents. Our engineers and surveyors are experienced with topographical surveying, establishing public right-of-way and private property, performing utility research and investigations, as well as developing comprehensive base mapping to support engineering work.



WE KNOW ROADWAY IMPROVEMENTS

Blair, Church & Flynn believes that a successful transportation project must be designed with sensitivity to the community, diligence to technical and functional criteria, and complete awareness of schedule and cost. The secret to success: high levels of communication, a willingness to be flexible and an eye for both the big picture and the details.

We believe that Blair, Church & Flynn is the best resource available for accomplishing a successful Federally Funded Transportation project because of our team's experience and knowledge of overlay and roadway improvements, pavement rehabilitation and replacement, sidewalk installation, access ramps, ADA compliance, as well as traffic control plans, utility coordination and construction assistance.

Over the past six decades, Blair, Church & Flynn has designed millions of square feet of pavement, as well as hundreds of miles of streets and highways within California, in both urban and rural environments. We understand street design, roadway geometry and continuously evaluate project components that can be commonly overlooked. Effective design for local transportation projects is critical and through the years we have undertaken numerous roadway projects that use specific agency design standards.

OUR ROADWAY QA / QC

Blair, Church & Flynn has an established QA/QC Program to guide and document the policies and procedures implemented by our staff, assuring that our services continue to meet the highest standards of excellence.

Our firm's QA/QC Program includes guidelines for all levels of professional staff as it relates to quality control procedures, communications and project assignments. A copy of this program is available to all clients on request.



EXPERIENCE WITH FEDERALLY FUNDED, STATE FUNDED & CALTRANS-RELATED PROJECTS:

- Friant Pavement Overlay from Nees Ave. to Fresno St.
- Herndon Pavement Overlay from Blackstone Ave. to West Ave.
- Northbound SR 41 Off-Ramp Improvements at Shaw Ave.
- State Route 168, Segments 4 & 5
- Chestnut Avenue Grade Separation
- Madera Fourth Street Reconstruction
- State Route 180 Kings Canyon/Peach Avenues Improvements
- Chestnut Avenue and Shaw Avenue Intersection
- Herndon Avenue Improvements at Golden State & Hwy 99
- Ellis Avenue Overcrossing at Hwy 99
- North Avenue Street Improvements, State Route 41 to State Route 99
- Friant Road Pavement Overlay – Northbound from Hwy 41 to Shepherd
- Friant Road Pavement Overlay – Southbound from Copper to Fort Washington
- Bullard Ave. & Willow Ave. Intersection Improvements
- Fresno FAX Bus Stop Improvements
- Fresno Sugar Pine Trail Pedestrian Undercrossing at Fresno Street
- Fresno Sugar Pine Trail Pedestrian Undercrossing at Shepherd Avenue
- Clovis Old Town Trail Pedestrian Undercrossing at Herndon Avenue
- Clovis Old Town Trail Pedestrian Undercrossing at Villa Avenue
- Clovis Old Town Trail Pedestrian Undercrossing at Nees Avenue
- Clovis Old Town Trail Pedestrian Undercrossing at Willow Avenue
- Fresno Sugar Pine Trail Improvements Shepherd to Copper



WE KNOW LAND SURVEYING

For more than six decades our firm has been providing responsive and accurate land surveying services to clients. We know that quality data requires the right people and the right tools.

Blair, Church & Flynn survey crews are directed by a Licensed Professional Land Surveyor and are staffed with seasoned field surveyors averaging more than 15 years of experience. To improve communication, interaction and contract execution, all land surveying field survey crews are equipped with state of the art WiFi hot spots, emergency SOS beacons, satellite phones, iOS devices, and Microsoft Surface tablet computers. Beyond better project delivery and safety, these technologies also maximize data security and data backup. Ultimately, the Blair, Church & Flynn understands its responsibility to deliver clients with the highest possible level of service—utilizing the most effective set of tools, techniques, personnel, and resources in order to deliver results that reduce overall project risk rather than contributing to it, and accelerate a project schedule rather than impeding it.



HIGHLIGHTED EXAMPLES OF OUR FIRM'S LAND SURVEY EXPERIENCE INCLUDE:

- Equipped with Leica survey-grade receivers, Blair, Church & Flynn's land surveying crews have successfully surveyed and as-built nearly 40 miles of high-pressure natural gas pipeline replacement projects, as well as junction stations, tie-ins, valve sites, and hydro-test projects.
- In one year alone, our land surveying crews provided topographical mapping to nearly 100 project sites for electric vehicle charging stations being developed by utility companies.
- Our survey team was responsible for the topographic, boundary, and land acquisition support needed for more than 16 miles of water transmission main pipeline, 25 miles of recycled water transmission mains, and 35 miles of sewer collection pipelines throughout the Central Valley area.
- We have current Master Services Agreements (MSAs) for territory-wide land surveying services for Southern California Edison (SCE), Pacific Gas & Electric Company (PG&E), Southern California Gas Company (SoCal Gas), and South West Gas Company. Many of these MSAs are on their second or third renewal. We also hold MSAs with the Department of Water Resources, and Caltrans.

WE KNOW PARKS & RECREATION

AND HAVE APPLIED OUR MANY **DECADES OF EXPERTISE** TO PARKS & GREEN SPACE ENSURING CLIENTS ARE LEFT WITH NOT ONLY **BEAUTIFUL, BUT LASTING FACILITIES.**

For more than three decades, Blair, Church & Flynn has provided professional design services for a broad scope of community parks, green spaces, active recreation, and athletic venues and intramural spaces throughout California. ***Our design work for clients has included site work such as ADA improvements, pavement rehabilitation and parking lots, irrigation design and improvements, and new planting and landscape improvements. We've also assisted with the design of new facilities such as splash parks, play equipment, shade structures, soccer fields, play courts, swim complexes, portable bleachers, sports lighting and in most instances, these many amenities can be woven together creating recreation complexes.***

And we believe that the Blair, Church & Flynn team, which includes licensed landscape architects, civil engineers, structural engineers, and electrical engineers can offer public agencies the exciting option of both the technical know-how, and the eye for beauty, that produces unparalleled park and recreation facilities. Blair, Church & Flynn is extraordinarily qualified to provide municipal clients with design services for recreation and green spaces and the site work or off-site improvements that are often included in these types of projects. Our entire team believes it's of paramount importance that balance is achieved between aesthetics and engineering fundamentals, making every dollar count. And not just today's dollar, but every dollar for the lifespan of the facility.

Our landscape design approach is based on an overall perspective that encompasses sustainable and multi-beneficial goals in water use and processes, floral communities and guilds, locally available and cost effective materials, and human well-being and enjoyment. A primary focus of many of our projects is the two interrelated components of efficient water application and appropriate plant selection and design. Landscapes can be constructed using local and recycled materials to the greatest extent possible. Materials and products that reduce energy use, both embodied and operational, will be used and promoted whenever possible. It is this first-hand experience that has successfully guided projects and clients seamlessly from master planning through construction, and then onto the ribbon cutting and community use.



4. RESPONSE TIME

OUR RESPONSE & DELIVERY

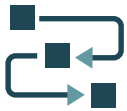
HOW WE MANAGE A PROJECT

Over the last six and a half decades, Blair, Church & Flynn has built a solid reputation with public agencies and municipalities for thorough project planning, frequent communication, flexibility, and an eye for both the big picture and the details. We've carried this approach throughout our work, using this style of delivery with agencies and contractors on thousands of successful projects.

How We Successfully Deliver Projects:



Our principals and project managers personally lead small teams of engineers, landscape architects, designers, and other experts, ensuring each project receives the best resources tailored to its unique design, schedule, and manpower needs. We employ cross-trained designers who understand how various design elements interact with landscape architecture, aligning closely with each project's vision and requirements.



Our team uses **streamlined workflows** to manage resources, enhance productivity, improve communication, and control costs. Clients value our **reliable scheduling**, which empowers our engineers to navigate the project development process with confidence and predictability.



To support a seamless delivery, **we've integrated Newforma, an advanced project management software, into our process.** This tool helps us schedule, assign, and track engineering tasks, review comments, and confirm revisions with current plans. Every task, milestone, budget, and completion status are carefully monitored and documented.



We prioritize cost control with state-of-the-art time tracking and billing software, weekly updates on work progress, and a custom in-house database of historical and current construction costs.



Over time, we've found that our management approach not only fosters strong client relationships but also highlights the value of dedicated design professionals **who consistently deliver on-time, on-budget, and cost-effective solutions.**



WE DON'T **"BAIT & SWITCH"** STAFF RESOURCES. ASSIGNED PROJECT MANAGERS INTERACT DAILY WITH THEIR CLIENTS.

SCHEDULES & TIMELINES

HOW OUR TEAM STAYS ON TIME & ON BUDGET

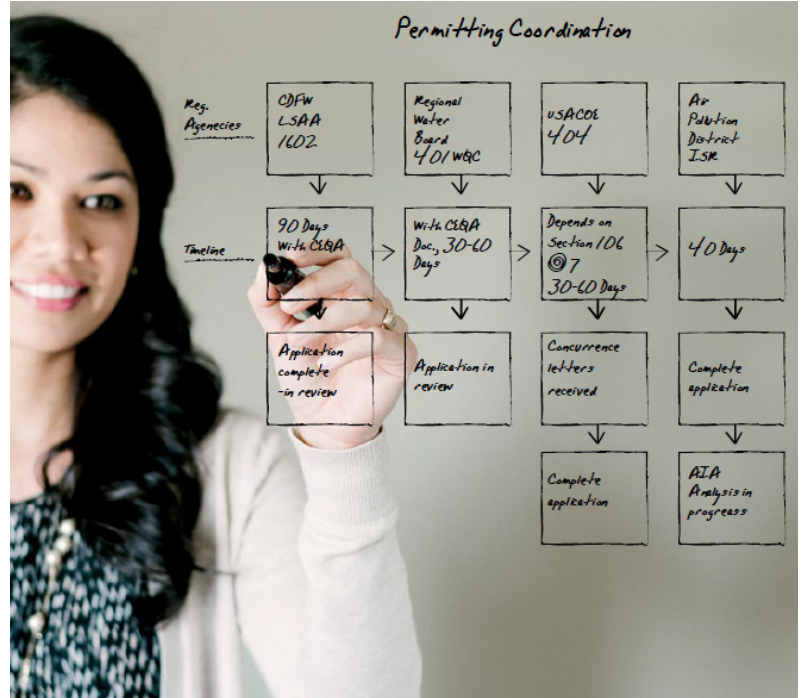
The foundation of any successful project is built on a team of talented professionals with the expertise and skills to bring all the pieces together and deliver results on time and on budget. Our firm brings a broad range of experience and knowledge to projects, with a team that includes planners, civil engineers, designers, and surveyors.

As a mid-sized firm, we offer the capabilities and resources needed for complex projects without the bureaucracy and delays common in larger organizations. This allows us to mobilize quickly for meetings, project kick-offs, and timely delivery of studies. Our clients have direct access to Principals and key team members through mobile contacts, ensuring prompt communication and efficient problem-solving.

Using a streamlined approach supported by a diverse team of technical experts and environmental specialists, Blair, Church & Flynn applies the engineering process to meet project requirements. Our team possesses a deep understanding of project delivery, development, and the construction process. Open communication and transparency enable us to develop cost-effective solutions that meet each stakeholder's needs while minimizing unexpected challenges.

Our flexible approach allows us to scale our involvement based on the program's phases or a project's timeline. Our teams follow structured workflows that detail each step needed to complete specific tasks, ensuring consistent, reliable results.

An essential component of our firm's success is our strong, longstanding relationships with clients, such as Central Valley agencies and municipalities. Our understanding of client needs, and refined management practices allow us to commit confidently to project timelines, budgets, and resources. These practices include managing project backlogs, maintaining flexible resource availability, setting diligent team schedules, and empowering project managers with control over their teams and resources.



Blair, Church & Flynn prioritizes the timely delivery of all engineering and surveying services through a structured, resource-driven approach that emphasizes efficiency, flexibility, and direct accountability. Our approach is designed to ensure the City of Turlock receives consistent, on-schedule service throughout each project phase.

Beyond our technical expertise, we provide clients with access to a broad network of professional contacts that support project approvals and coordination with agencies, municipalities, and special districts. Our team maintains daily communication with agencies such as various Irrigation Districts, the State Water Resources Control Board, the California Department of Fish and Wildlife, the San Joaquin Valley Air Pollution Control District, and Caltrans—all of which play critical roles in the success and timely completion of local projects.

CAPABILITIES & RESOURCES

OUR IN-HOUSE DESIGN PROFESSIONALS

We believe that clients should work with people they respect, trust and can communicate easily with about their project's objectives and expectations. Beyond any singular project, we've also come to discover this approach fosters healthier long-term relationships and reinforces the value of dedicated, knowledgeable design professionals who can advocate for a client, and in turn deliver timely and cost-effective solutions.

Blair, Church & Flynn is home to **200 full-time professional resources**. We are a diverse group of professionals with in-house resources, including: *licensed professional civil engineers, licensed professional electrical and mechanical engineers, licensed professional land surveyors, assistant engineers, engineering aids and engineers in training (EIT), design and CAD technicians, field crew personnel, land surveyors in training (LSIT) and other analysts, construction inspection, administrative and project support staff.*

OUR KEY STAFF RESUMES CAN BE FOUND IN APPENDIX B WITH INFORMATION ABOUT THEIR INDIVIDUAL SKILLS, EXPERTISE, AND YEARS OF RELEVANT EXPERIENCE.

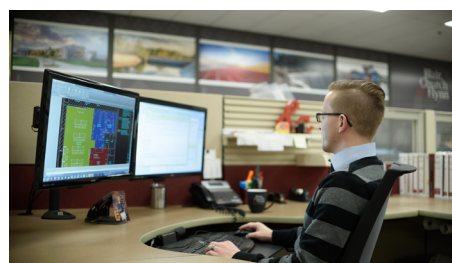
OUR STAFF & RESOURCES



Licensed Engineers & Architects	25
Licensed Land Surveyors & LSITs	4
Assistant Engineers & EITs	42
Design & CAD Technicians	63
Field Crew Personnel & Inspectors	14
Project Managers & Analysts	30
Admin & Support Staff	22

Talented PEOPLE. Successful PROJECTS.

Since 1958, our goal has been to become an extension of a client's staff, with the resources and capacity to work seamlessly, and effectively, delivering critical infrastructure.



5. PUBLIC AGENCIES

WHO WE SERVE

MUNICIPALITIES, PUBLIC AGENCIES & UTILITY PROVIDERS

We are a home-grown firm, with our roots firmly planted in California. One of Blair, Church & Flynn's specialties is serving the needs of California's government entities, public agencies and regulated utilities. For more than 60 years, we have specialized in land surveying, permitting, planning, design and construction management for critical public agency infrastructure.

Our firm has developed a wealth of knowledge related to the topography, soils, drainage, underground infrastructure, regulations, design standards and construction practices as they relate to public agencies and regulated utilities throughout the state. It's a landscape that we fully understand, and this experience has given us valuable insight to know what works, what's appropriate and what's preferred by agencies and utilities in the delivery of professional services.

Blair, Church & Flynn has served California public agencies and utilities as a primary and subconsultant for more than six decades. We have provided professional services to 75 California municipal, government and educational entities across the state.

As a testament to our abilities to work successfully with local municipalities and agencies, within the past 10 years, we have provided services for more than 1,000 projects for public agencies and utilities throughout California.

We are proud to have built a trusting relationship with a wealth of public agencies, municipalities and government institutions, and have found that many of these client's values directly align with our own. Namely, our love of the collaborative and creative process, the development of strong, quality relationships, the satisfaction of a professional job done well, and the commitment and integrity of standing behind our work and delivering on our promises.



WE KNOW

Central Valley Infrastructure

Our firm is a trusted advisor to Central Valley agencies, including the City of Turlock, Turlock Unified School District, CSU Stanislaus, Southern California Edison, and utilities like PG&E. Our team members have spent decades working hand in hand with various City and Central Valley staff, providing high quality services professionally, efficiently, and responsively.

6. REFERENCES

Professional Services **CLIENT REFERENCES**

A **SOLID** Reputation

Blair, Church & Flynn are trusted advisors who listen attentively, offer sound advice, and work efficiently. Our firm's 66 years of success reflects the abilities of our staff and we always encourage prospective clients to contact client references and validate the quality of our work. Below, we have provided a list of client references for projects similar to those outlined in the City's RFQ.



Mr. Steve White, PE

Director of Public Works & Planning
County of Fresno
2220 Tulare Street, 6th Floor
Fresno, CA 93721
559.262.4078

Mr. Michael Carbajal

Department of Public Utilities
City of Fresno,
2600 Fresno St.
Fresno, CA 93721
559.621.8600

Scott Redelf

Department of Public Utilities
City of Clovis
155 N. Sunnyside Ave
Clovis, CA 93612
559.324.2648

Mr. Mike Marelli

Vice President
Business Customer Division
Southern California Edison
626.633.9940
mike.marelli@sce.com

Mr. Thad Avery, PE

City Engineer
City of Clovis
Department of Planning & Development
1033 Fifth Street
Clovis, CA 93612
559.324.2355

Mr. Wendell Keller, LEED, AP

Construction Program Manager
Operational Services, CRE
Southern California Edison
8631 Rush Street
Rosemead, CA 91770
626.302.1690

Mr. Luke Serpa

City Manager, City of Clovis
1033 Fifth St.
Clovis, CA 93612
559.324-2614

Mr. Scott Mozier

Director of Public Works
City of Fresno
2600 Fresno Street, 4th Floor
Fresno, CA 93721-3623
559.621.8650

Mr. John Nelson

Sr. Project Manager
Charge Ready Project Management
Southern California Edison
909.714.0061
john.nelson@sce.com

Mr. Dustin Underwood

Manager
Charge Ready Project Management
Southern California Edison
559.331.2426
dustin.underwood@sce.com

Ms. Shannon Fillion

Manager
Charge Ready Project Management
Southern California Edison
760.270.9399
shannon.fillion@sce.com

Mr. Brian Caton

Project Manager
EV Charge Ready
Southern California Edison
909.767.0098
brian.caton@sce.com

7. SAMPLE OF WORK

Turlock High School Modernization Project & Off-Site Street Improvements



Blair, Church & Flynn was the civil engineering firm tasked with assisting Darden Architects on various modernization improvements at Turlock High School, which is being secured with new fencing, a single point of entry, a new science building, additional parking, and high visibility crosswalks as part of a renovation project to address classroom space, campus security, fire, life, safety, and ADA upgrades. Our highlighted responsibilities for this project include:

Canal Drive Parking Lot Improvement Plans

The design of plans and specifications for a parking lot on the north side of eastbound Canal Drive between Berkeley Avenue and Wallace Street, including the redesign of the main crosswalk to the high school with flashing beacons, an underground storm water retention facility, street lights, pavement striping, landscaping and irrigation. As part of the work of this project we coordinated with City staff, the Turlock Irrigation District and the High School. We also provided site reviews during construction.

Colorado Avenue, Berkeley Avenue and Canal Drive Street Improvements

The design of plans and specifications for a student loading and unloading area along the east side of Colorado Avenue south of Lyons Avenue, a revised crosswalk across Colorado Avenue at Lyons Avenue, bulb-out sidewalks on Berkeley Avenue at Canal Drive with security gates and crosswalk, bulb-out sidewalks with security gate on Berkeley Avenue north of Marshall Street, new sidewalk improvement along the west side of Berkeley Avenue north of Marshall Street, and the redesign of the Canal Drive crosswalk to the school administration building. As part of the work of this project we coordinated with City staff, the Turlock Irrigation District and the High School. We will also provide periodic site reviews as construction proceeds.

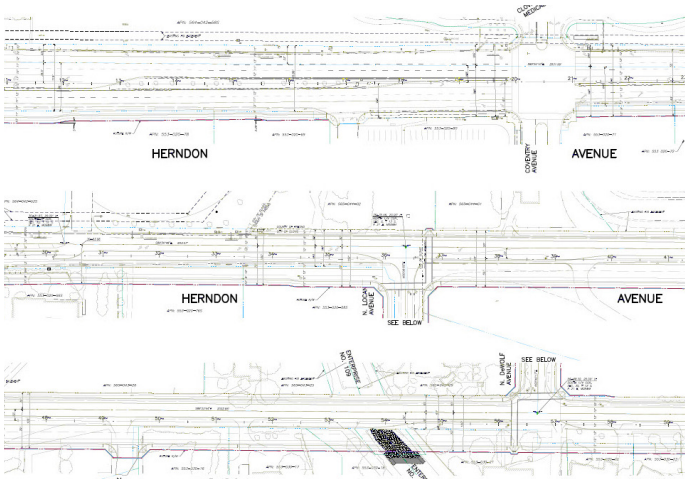
Berkeley Avenue Street Light Improvements

The design of plans and specifications for the removal of existing street lights and the installation of new street lights on Berkeley Avenue between Canal Drive and Campus Drive. As part of the work of this project we coordinated with City staff and the High School. We will also provide periodic site reviews as construction proceeds.

LOCATION..... TURLOCK, CA
 CONTRACTING AGENCY..... TURLOCK USD / CITY OF TURLOCK
 CONTRACTING AGENCY PM ANTHONY R. OROSCO, PE
 CONTACT(209) 668-5520
 DATE OF CONTRACT 2018-2021
 DATE OF COMPLETION 2021
 OUR ROLE PRIME ENGINEER
 CONSULTANT PROJECT MANAGER.....JEFFREY BRIANS, PE
 CONTACTJBRIANS@BCF-ENGR.COM

- ☒ Civil Engineering
- ☒ Land Surveying
- ☒ Electrical Engineering
- ☐ Structural Engineering
- ☒ Landscape Architecture

Herndon Avenue Widening & Roadway Improvements From Temperance Avenue to DeWolf Avenue



Blair, Church & Flynn is assisting the City of Clovis with a roadway improvement project, Herndon Avenue Widening from Temperance Avenue to DeWolf Avenue, that utilizes Measure C funding in Clovis, California. The scope of the project is to provide a six-lane divided roadway on Herndon Avenue from Temperance Avenue to Coventry Avenue, a four-lane divided roadway on Herndon Avenue between Coventry Avenue and Locan Avenue, and a four-lane divided roadway transitioning into the existing two-lane undivided roadway on Herndon Avenue between Locan Avenue and DeWolf Avenues.

Also as part of this widening project is the preparation of an Official Plan Line document for Herndon Avenue from Temperance Avenue to the easterly most DeWolf Avenue, a new traffic signal will be added at the intersection of Herndon Avenue and Locan Avenue, the traffic signal at Herndon Avenue and Temperance Avenue will be modified, full intersection improvements will be constructed at Locan Avenue, street lighting will be added along the south side of Herndon Avenue, the bridge over the Enterprise Canal (State Bridge #42C-0116) will be widened to the ultimate road right-of-way width, and new Fresno Metropolitan Flood Control District storm drain facilities will be constructed in Herndon Avenue from Locan Avenue to the Enterprise Canal bridge. Overhead utilities conflicting with the project design will be undergrounded between Temperance Avenue and Locan Avenue and relocated between Locan Avenue and the Enterprise Canal bridge.

Blair, Church & Flynn is the prime engineer for the project and is responsible for design of the new roadway improvements and Official Plan Line document, including preparation of construction documents, coordination of subconsultants and utility authorities, and bidding and construction support. Our firm was responsible for the preparation of a Schematic Design Report (SDR), which includes full-size Geometric Approval Drawings (GADs), incorporated geotechnical investigation, topography and right-of-way information. In addition, we assisted the City with right-of-way acquisitions for 6 properties, environmental permitting and coordination of mitigation measures.

LOCATION	CLOVIS, CA
CONTRACTING AGENCY	CITY OF CLOVIS
CONTRACTING AGENCY PROJECT MANAGER	LUKE SERPA, PE
CONTACT	(559) 324-2614
CONSTRUCTION AMOUNT	\$6 MILLION
DATE OF CONTRACT	2018-PRESENT
DATE OF COMPLETION	N/A
OUR ROLE	PRIME ENGINEER
CONSULTANT PROJECT MANAGER	BRADLEY KERNER, PE
CONTACT	BKERNER@BCF-ENGR.COM

SERVICES PROVIDED:

- | | |
|--------------------------|------------------------------------|
| ✓ Civil Engineering | ✓ Environmental Permitting |
| ✓ Land Surveying | ✓ Project Management |
| ✓ Landscape Architecture | ✓ Right-of-Way Acquisition Support |

City of Hanford East Side Sanitary Sewer Trunk Main & Expansion



Blair, Church & Flynn was the prime engineer for the City of Hanford’s Eastside Sanitary Sewer Trunk Main project design. The City successfully pursued and obtained an Economic Development Administration grant for design and construction of the Eastside Trunk Sewer. This project consists of constructing approximately 20,033 feet of sanitary sewer trunk main and 49 manholes in the east side of the city due to inadequate service capacity. The new sewer main begins at the City’s Wastewater Treatment Plant that is located near the southeast corner of 11th and Houston Avenues. The new sewer main ranges in pipe size from 12-inch diameter to 36-inch diameter. The project is located within the limits of the City of Hanford’s 2035 Growth Boundary. Significant coordination for this project is necessary with utility companies, California Department of Transportation (Caltrans), BNSF Railroad, Lakeside Ditch Company, and other local agencies. Our firm was responsible for topographic surveying, utility and agency coordination, preparation of preliminary and final construction drawings, bidding phase support services, construction phase support services, construction staking, and grant reporting support.



LOCATION..... HANFORD, CA
CONTRACTING AGENCY..... CITY OF HANFORD, PUBLIC WORKS
CONTRACTING AGENCY DEPUTY DIRECTOR JOHN DOYEL
CONTACT ... (559) 585-2571; JDOYEL@CITYOFHANFORDCA.COM
CONSTRUCTION AMOUNT. \$9.5 MILLION
DATE OF CONTRACT 2017
DATE OF COMPLETION 2020
OUR ROLE PRIME ENGINEER
CONSULTANT PROJECT MANAGER..... BRADLEY KERNER, PE
CONTACT BKERNER@BCF-ENGR.COM

SERVICES PROVIDED:

☒ Civil Engineering
 ☒ Land Surveying
 ☒ Construction Management
 ☒ Project Management
 ☒ Grant Reporting & Support

City of Fresno South Peach Avenue Park & Green Space

The City of Fresno acquired a 49-acre location in 2005 from the U.S. National Park Service and is now planning to develop the property into a sprawling 50-acre park, called South Peach Avenue Park, to best serve the residents of Southeast Fresno.

The park will include play structures, ball fields, active and passive facilities, various areas of shade, universal accessibility, drought-tolerant landscapes, and low-water-use plants.

The new park will be constructed in three phases, and Blair, Church & Flynn will provide engineering and landscape architecture services to assist on Phase 1 of the project. Our firm’s first task was working with the City’s internal stakeholder team to prepare a master development concept drawing that will be used in the initial community engagement meeting.

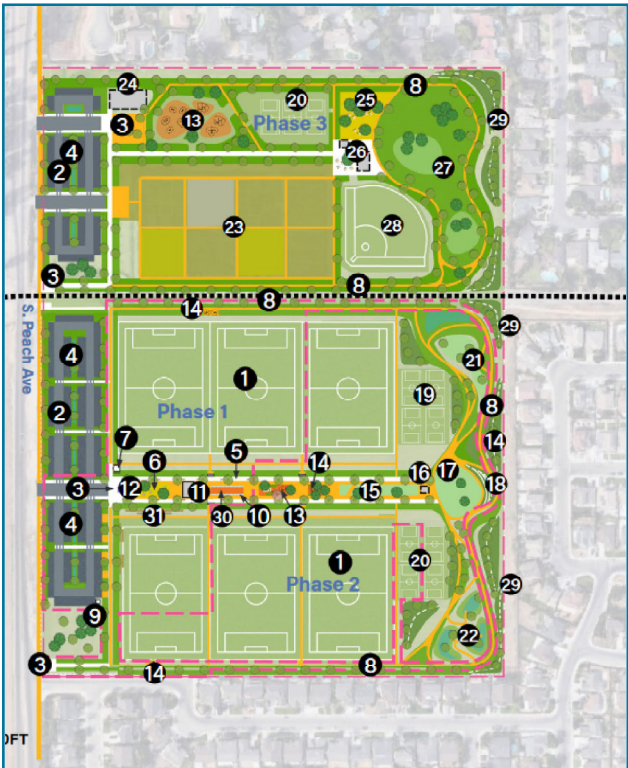
Prior to this meeting, an advertising campaign for this project started, consisting of both digital advertising and a mailed advertisement. The goal of this campaign is to advise the surrounding residents on when and where they can attend the planned community engagement events, and to provide an opportunity for residents to complete a survey that will provide basic feedback to the project team on community priorities and needs.

After survey responses and the first meeting input are recorded, our firm will develop a revised proposed overall Master Plan. We will then provide a OPCC, attend two more community engagement meetings, and provide a final Master Site Plan. After DP approval is obtained, we will prepare a Phase 1 construction drawing package and submit it for plan check to the City and other local Authorities Having Jurisdiction (AHJ’s).

Additionally, our firm will be working collaboratively with the City’s Public Works Department on the off-site project for the widening of Peach Avenue.

Other off-site improvements will include paving, curbs and gutters, wheelchair ramps, sidewalks, street lighting, sewer, water and storm drain facilities, applications for new PG&E service for street lighting, and relocation of franchise utilities.

Other scope items will include Geotechnical Engineering investigations, including soil borings for any Phase 1 building structures, R-value testing for Phase 1 pavement design, and preparation of a soils report, as well as site utility design. The proposed construction budget for the Park’s Phase 1 is \$7.2 million.



Peach Avenue Park Conceptual Master Plan:
The new park could include recreation amenities such as soccer fields, picnic areas, gardens, fitness stations, basketball courts, as well as an amphitheater, food plaza, walking loop, event lawn and dog park.

SERVICES PROVIDED:

Civil Engineering

Land Surveying

Electrical Engineering

Landscape Architecture

Project Management

LOCATION.....	FRESNO, CA
CONTRACTING AGENCY.....	CITY OF FRESNO
AGENCY PROJECT MANAGER	MIKE MOONEYHAM, PE
CONTACT	(559) 621-8650
CONSTRUCTION AMOUNT	\$7.1 MILLION
DATE OF CONTRACT	2020-PRESENT
DATE OF COMPLETION	N/A
OUR ROLE	PRIME ENGINEER
CONSULTANT PROJECT MANAGER.....	ZACH HOCKETT, PE
CONTACT	ZHOCKETT@BCF-ENGR.COM

Turlock High School New Science Building



This project was the modernization of infrastructure for the Turlock Unified School District. The aging Turlock science building was demolished, and redesigned in a contemporary style for the District. The previous Turlock High School science building was nearly 60 years old, but had outlived its use due to a growing population of students and teachers.

Turlock Unified School District's goal of this project was to develop various modernization improvements at Turlock High School, including additional security fencing, construction of new parking improvements along the north side of East Canal Drive, improvements to the parking lot for the Industrial Building, and removal and replacement of the existing Science Building. This included the new construction of the Science Building. The improvements also included a parking lot, a concrete sidewalk plaza, and landscaping.



Services provided by Blair, Church & Flynn consisted of completing all civil engineering tasks, including preparing construction documents for the demolition, site, grading and drainage, utility connections (domestic water and sanitary sewer), and landscaping and irrigation improvements required for the building. We also provided designs for the sidewalk and inlets, fencing, land surveying, and SWPPP services.

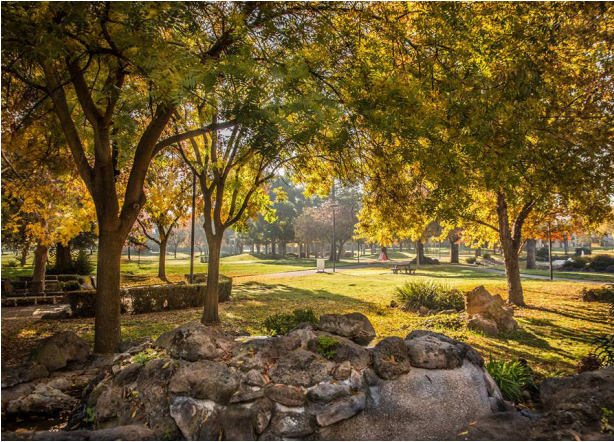


- ✓ Civil Engineering
- ✓ Land Surveying
- ✓ Electrical Engineering
- Structural Engineering
- ✓ Landscape Architecture

Location: Turlock, California

Owner: Turlock Unified School District

CSU Stanislaus Storm Water Management Plan



Civil Engineering
Land Surveying
Electrical Engineering
Structural Engineering
Landscape Architecture

Located midway between the San Francisco Bay area and the Sierra Nevada Mountains, the 228-acre campus of California State University, Stanislaus (CSUS) serves a diverse student body of more than 10,000.

Blair, Church & Flynn is currently assisting the University with Storm Water Program Management services and the development of MS4 General Permit Compliance Documentation. Our firm's role involves the coordination and preparation of programs and documents required for the University to be in compliance with the California Phase II MS4 permit regulations.

Blair, Church & Flynn just completed the draft of comprehensive compliance documents for CSU Stanislaus stormwater management plan. Our storm water services included:

- Document Approach Determination & Record Audit
- Preparation of Comprehensive MS4 General Permit Storm Water Management Program
- Guidance Documents
- Program Management
- Education and Outreach Program
- Public Involvement and Participation Program
- Illicit Discharge Detection and Elimination Program
- Construction Site Storm Water Runoff Control Program
- Pollution Prevention/Good Housekeeping for Permittee Operations Program
- Post-Construction Storm Water Management Program
- Program Effectiveness Assessment and Improvement Plan (PEAIP)
- Document Submittal to State Water Board and Incorporation of Requested Revisions
- Annual Reporting Assistance

Location: Turlock, California

Owner: California State University, Stanislaus

CSU, Stanislaus Parking Lot Improvements



Blair, Church & Flynn is currently assisting California State University, Stanislaus, with comprehensive engineering services for a new campus parking lot. The firm's responsibilities include the preparation of construction plans, specifications, and estimated costs of construction.

The improvements to be constructed for Parking Lot No. 6 included pavement; concrete curb gutters and valley gutters; storm drainage pipelines and inlets; parking lot signing, striping, and paint markings, including ADA striping, signing, and pavement markings; parking lot lighting; landscaping; landscape irrigation facilities; additional ADA improvements in the existing western portion of Parking Lot No. 6; and improvements to support future public safety telephones and parking permit dispenser.



Civil Engineering



Land Surveying



Electrical Engineering



Structural Engineering



Landscape Architecture

Location: Turlock, California

Owner: California State University, Stanislaus

CSU, Stanislaus Student Union Expansion & Renovation



Blair, Church & Flynn was part of the design team responsible for the expansion and renovation of the Student Union space at CSU Stanislaus in Turlock, California. Originally built in 1978, the existing University Student Union had many structural issues and did not provide the resources to meet the needs of their growing student population. This design-build project included the removal of portions of the existing Student Union Facility and construction of new 47,500 square feet of space, as well as the conversion of the existing 24,000 sf bookstore into an event space. Facility will act as the "heart" of the campus, providing a place for students to collaborate, create and relax. The programming for the project included lecture halls, theater space, offices, and food service vendor spaces. Project cost was approximately \$35 million.

Blair, Church & Flynn was the civil engineer responsible for assisting the design-build team with underground utilities, grading and drainage, land surveying and landscape architecture for the project.



Civil Engineering



Land Surveying



Electrical Engineering



Structural Engineering



Landscape Architecture

Location: Turlock, California

Owner: California State University, Stanislaus

January 1, 2024

**GENERAL CONSULTING FEE SCHEDULE
PREVAILING WAGE PROJECTS**

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal	\$180.00/Hour
Program Manager	\$175.00/Hour
Professional Engineer 3	\$170.00/Hour
Professional Engineer 2	\$165.00/Hour
Professional Engineer 1	\$155.00/Hour
Assistant Engineer 3	\$135.00/Hour
Assistant Engineer 2	\$125.00/Hour
Assistant Engineer 1	\$110.00/Hour
Professional Land Surveyor 3	\$170.00/Hour
Professional Land Surveyor 2	\$165.00/Hour
Professional Land Surveyor 1	\$155.00/Hour
Assistant Surveyor	\$125.00/Hour
Land Services Technician	\$105.00/Hour
Professional Landscape Architect	\$135.00/Hour
Landscape Designer	\$110.00/Hour
Design Technician	\$120.00/Hour
CAD Technician 3	\$105.00/Hour
CAD Technician 2	\$95.00/Hour
CAD Technician 1	\$90.00/Hour
Environmental Consultant	\$125.00/Hour
Construction Manager	\$155.00/Hour
Construction Inspector	\$100.00/Hour
Coordinator	\$95.00/Hour
Analyst	\$90.00/Hour
Administrative Assistant	\$70.00/Hour
Aide	\$60.00/Hour
Survey Party Mobilization	\$85.00/Hour
1-Man Survey Party**	\$195.00/Hour
2-Man Survey Party**	\$375.00/Hour
Equipment Rental and Associated Expense	Cost x 1.10
Materials, Printing, Subconsultant Procurement	Cost x 1.10
Mileage	@ Current IRS Rate

** May be subject to change based upon revisions to the State of California Prevailing Wage Determinations

EXHIBIT C

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services (“Agreement”) dated _____ between the City of Turlock (“City”) and _____ (“Consultant”).

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

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
NORTHSTAR ENGINEERING GROUP, INC.
for
ON-CALL ENGINEERING AND SURVEYING SERVICES**

City Contract No. 2025-092

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and NORTHSTAR ENGINEERING GROUP, INC., a California corporation (“Professional”), on this 14th day of January 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Engineering and Surveying Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) 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 rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum

compensation, and schedule (“Completion Schedule”) for providing the Services. The Service Request(s) shall be made effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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 Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 14th day of January, 2028 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement. Any request for Services not included in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement 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, and the Service Request(s) executed under this Agreement. 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 Three-Hundred Thousand and No/100ths Dollars (\$300,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

6.3. 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.

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any

Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other

matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the

insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

27.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional:

**NorthStar Engineering Group, Inc.
Attn: Anthony Cannella
620 12th Street
Modesto, CA 95354**

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Stephen Fremming, P.E.
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: SFremming@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

44. Execution and 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. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**NorthStar Engineering Group, Inc., a
California corporation**

Anthony Cannella

By: _____

Print Name: Anthony Cannella

Title: President

Date 12/20/2024

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

Christopher Fisher
By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015
FOR
ON-CALL AGREEMENT FOR
ENGINEERING AND SURVEYING SERVICES

RFQ ISSUED: 9/27/24

QUALIFICATIONS DUE: 10/30/2024 3:00 PM

SUBMIT QUALIFICATIONS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/27/2024
- ❖ Proposals Due: 10/30/2024 3:00 PM
- ❖ City Council Approval of Agreement: 12/10/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for engineering and surveying services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
3. Assist the City's Engineering Division with presentations and/or recommendations to the City staff, committees, boards, or the Turlock City Council;
4. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City;
5. Provide, either directly, or through the use of subconsultants, the following services:
 - a. Civil, mechanical, electrical engineering design
 - b. Computer aided drafting (CAD)
 - c. Engineering services during construction (submittal and RFI review)
 - d. Boundary surveying
 - e. Topographic surveying
 - f. Construction surveying
 - g. Cost estimates
 - h. Technical specifications
 - i. Any other related service necessary to provide biddable documents and support of City's capital improvement projects.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 30 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit.

The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. 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. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;

2. Background – Provide background and history of the company’s consulting experience which specifically addresses the organization’s knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.
8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City reserves the right to enter into agreements with multiple consultants. The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant(s) shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

Deliverables such as drawings, specifications, engineering reports, and any other technical data shall be provided to the City in the form of Microsoft Office and PDF documents. Hard copies may be requested on occasion.

The capital improvement projects to be delivered under the On-Call Agreement shall not include federally funded projects. Therefore, there is no Disadvantaged Business Enterprise (DBE) goal associated with the work performed under the On-Call Agreement.

Prospective consultants should note that, while the sample On-Call Agreement is written to include a maximum compensation amount of \$300,000, the City makes no guarantee as to the amount of work to be made available to the consultant during the term of the agreement. The compensation to be made to consultants may vary from the past based on actual needs.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 30, 2024. No late submittals will be accepted.

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on USB flash drive to be considered responsive. The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. Postmark dates will not be recognized. Proposals received after the deadline will be rejected and returned unopened.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to engineering and surveying services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. Proposals will not be made available to the public or competing firms until after the selection process has been completed.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City,

including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.



RESPONSE TO:

RFQ No. 24-015

ON-CALL AGREEMENT FOR

ENGINEERING AND SURVEYING SERVICES



DATE OF PROPOSAL: October 30, 2024

COVER LETTER

City of Turlock
Attn: Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380

Subject: RFQ No. 24-015 On-Call Agreement for Engineering and Surveying Services

NorthStar Engineering Group, Inc. sincerely appreciates this opportunity to provide our qualifications to the City of Turlock. We are confident that we have the qualifications and expertise to provide the best quality service to the City. Our team offers the following benefits that we believe sets us apart as the best Consultant choice for this opportunity:

1. The members of our team have an average of over 30 years of experience performing the outlined tasks.
2. Dedicated project team that understands that successful projects can be correlated directly with the experience and time availability of the project manager. NorthStar employs Project Managers that provide the experience and commitment required for every project.
3. Our full line of professional services is offered at competitive and reasonable rates.

Again, NorthStar appreciates the invitation to submit to you our qualifications and express our interest in working with the City. We hope that your careful review and consideration of our qualifications will assist you with selecting our team to provide Professional Civil Engineering and Land Surveying Services for the City.

For all contract and administration needs please contact our Office Manager, Michelle Ellis at:
Email: mellis@nseng.net; Phone: (209)524-3525, Fax: (209) 524-3526.

Anthony Cannella's signature below is authorized to negotiate contract terms and make binding agreements.

Thank You and Best Regards,



Anthony Cannella, President, C55377
Email: anthony@nseng.net

620 12th Street, Modesto, CA 95354
Phone: (209) 524-3525
Fax: (209) 524-3526
Federal Tax ID Number: 81-0572077

A/E PROFILE -FIRM DESCRIPTION

Master Planning-Preliminary Civil Engineering-

At NorthStar we know there is more than one answer to planning the future. Every Project has a different personality. Every Project has a different need and our master planning team understands the importance of listening. The professionals at NorthStar form a team that is tailored to meet the needs of your Project strategically planning for the future with your unique vision always in mind. We offer solutions to your infrastructure dilemmas, consider your future economic climate, and establish a path to achieve your vision for the project. All projects are handled by expert civil engineers, CAD technicians, and designers utilizing state-of-the-art software.

Stormwater Management and Treatment- NorthStar has extensive experience working with various Municipality throughout the Central Valley providing Green Solutions for Stormwater Management, Treatment, and Retentions in accordance with California Waterboard NPDES Permit Requirements. Every project is unique and has special site design constraints and opportunities to provide efficient and cost-effective Stormwater Management Solutions. There are multiple passive and active treatment and bioretention facilities that can be utilized to meet the treatment and retention requirements for the project. The key step is understanding the site constraints and utilizing proposed open space elements to maximize the design capacity of the features. Intertwining these features with open space and landscape corridors provides for a cohesive Master Plan Community

Civil Engineering - The team of professionals at NorthStar carries extensive and impressive credentials in master planning, design, permitting, and construction phase services for multiple land uses. We realize the power and ultimate value of careful research. NorthStar's Master Plan Community team has extensive experience in a variety of water, wastewater, and drainage infrastructure projects that provide efficient systems for our communities and for the public health and safety of our residents. Additionally, we offer consulting engineering services that include capital improvements planning and budgeting, rate analysis, development review, and general day-to-day consultation in management, operations, and maintenance. Our master plan community team has the technical expertise and capabilities to design, bid, and manage this upcoming project.

Land Surveying - NorthStar has been providing professional land surveying services since its inception. Our experienced field and office staff manage a full range of projects and are consistently prepared for heavy workloads and critical deadlines. We specialize in identifying and resolving issues before they turn into problems that can cause project delays.

NORTHSTAR ENGINEERING GROUP, INC.

100 +

Projects completed
within the
City of Modesto

800+

Public Works Projects
completed within the
last 10 years

Date of Establishment

October 14, 2002

ONE OFFICE LOCATION

620 12th Street Modesto, CA 95354



56

Employees

7

Licensed
Civil Engineers

4

Licensed
Land Surveyors

7

Two-Man
Survey Crews

38

Support
Staff

5 Working Principals

- Anthony Cannella, C55377, President
- Kent Hysell, LS6953, CFO
- John Mensonides, Secretary
- Tony de Melo, C71387, Principal
- John Ellis, Principal

AFFILIATIONS

California Land Surveyors Association

Operating Engineers Local 3 Union

FINANCIAL STANDING

NorthStar has remained a financially strong and viable Civil Engineering and Land Surveying Firm that serves the central valley for the last 22 years.

QUALITY CONTROL

NorthStar offers a unique quality control program based on many years of design and construction experience. We have identified consistent design related issues and have incorporated a system into our design process and our construction staking process to eliminate them. Our grading design assurance system includes preparation of a complete 3-D surface model of the existing ground surface and the design surface that is accurate in all areas of the site. Typically grading issues are encountered near buildings, in transition areas, along match lines, and along accessible routes. The 3-D surface model allows our designers to review contours, review match lines, analyze watershed patterns, and confirm minimum and maximum slopes. This process greatly reduces or eliminates typical site grading issues. We also calculate earthwork quantities utilizing the existing ground surface and the subgrade surface (which is created by adding in the structural sections to the finish grade surface) to calculate accurate earthwork quantities which reduces or eliminates extra costs associated with unanticipated earthwork.

Our utility design assurance system includes preparation of utility models that are imported into 3-D profiles where minimum cover and minimum utility crossing clearances can be analyzed and verified. The models include the existing ground profile, the utility profiles, and the finish surface profiles. Most utility issues are encountered at utility crossings. One utility crossing problem can translate to raising or lowering an entire utility system. This issue may result in additional costs and time delays, and can typically be minimized or avoided by utilizing this design process.

Our detail assurance system includes preparation of details and cross sections in unusual transition areas or in areas too small to include proper notes, elevations, and slopes. We provide appropriate details and cross sections that clearly identify the challenging areas and call the Contractor's attention to the areas prior to construction. This system helps to minimize bid costs because the challenging areas are clearly delineated and it helps to avoid additional construction costs/schedule delays by providing the appropriate detail for the Contractor to understand how it should be constructed. The details and cross sections are typically specified by the project designer since he has the intimate knowledge of where the challenging areas are located.

Our in-house quality control plan is implemented prior to each formal plan review submittal. We route a set of plans throughout engineering department and through our construction/survey department. This process is beneficial because everyone that reviews the plans looks for specific issues that they have had challenges with in the past. Our engineering department personnel provide a review process based on their experience with regard to design related issues.

Our survey department provides a review process based on their experience with regard to construction related issues. This review process is typically performed by two engineers and two land surveyors. This process typically flushes out any issues overlooked by the design team during the design/construction document phase. It also integrates hundreds of years of experience in each quality control review process. Our construction staking quality control process starts with in-house calculations to verify proposed elevations and slopes on all surface and underground improvements. This process quickly identifies elevations or slopes that are incorrect, typically the result of overlooking a revision or incurring a "typo" during plan preparation or plan revisions. Particular attention is applied to the problem areas described in our quality assurance program. This process identifies potential problems before construction begins, and it helps to identify and eliminate potential problems before construction begins. This process helps keep construction on schedule and helps eliminate construction issues.

" WE PRIDE OURSELVES ON HOLDING THE EXTENSIVE EXPERTISE, RESOURCES, AND STABILITY TO MAINTAIN PROFICIENCY ON EVERY PROJECT WE ARE ENGAGED WITH "

LAND SURVEYING KEY PERSONNEL

ANTHONY CANNELLA PRINCIPAL, CIVIL ENGINEER

EDUCATION: **University of California, Davis; B.S. in Civil Engineering**
YEARS EXPERIENCE: **35 Years, 22 Years with Firm**
CERTIFICATIONS: **California Civil Engineer #55377**

Anthony Cannella is the President of NorthStar Engineering Group, Inc. He oversees all Engineering Services as well as employees. Mr. Cannella's 35 years of experience includes land development, planning, and design for commercial and residential projects. His extensive experience is showcased in his successful track record of taking a project from its conception to completion. His experience encompasses all aspects of Civil Engineering, specializing in project management and engineering design for large commercial, industrial, and residential projects, land and site development, road alignment and lot configuration, along with integrated utility and grading planning. Mr. Cannella demonstrates his aptitude to interface with Clients and the public through his knowledge and experience in the industry, and with his comprehension of issues involving community and social relationships, citizens, and environmental concerns. He is adept at streamlining processes in the political and public arena, which is evident in his ability to complete projects on time and within budget.



JOHN ELLIS PRINCIPAL, DIRECTOR OF ENGINEERING

EDUCATION: **High Tech University, Arizona; Associates in Architecture**
YEARS EXPERIENCE: **24 Years, 20 Years with Firm**

John Ellis is responsible for overseeing a team of Managers, Engineers, and Designers making sure that excellence is provided in every project he is involved with. Mr. Ellis dedication and attention to detail enables him to work with his team of professionals to proficiently complete successful projects that everyone can be proud of, on time, and within budget while building strong Client relationships. Mr. Ellis has over 24 years of experience in the Civil Engineering industry and related fields. He has worked on a variety of projects for both private and public developments; specializing in commercial, industrial, educational, multi-family, and single-family residential projects. His primary responsibilities include, management, staff supervision, training, quality control, value engineering, and coordination to obtain approvals. He has extensive design experience performing grading, earthwork calculations, storm water quality management, wet utility calculations including water, storm drainage and sanitary sewer, probable engineer cost estimating, preparation of Civil Engineering construction documents, project specifications, and construction management. Mr. Ellis expertise has assisted in the successful continued growth of NorthStar Engineering Group, Inc. since he joined the firm in 2004.



**REFERENCE THE PROJECT REFERENCE SECTION FOR PROJECTS
WORKED ON BY ANTHONY CANNELLA AND JOHN ELLIS**

LAND SURVEYING KEY PERSONNEL

CASEY WALKER

CIVIL ENGINEER, PROJECT MANAGER

EDUCATION: California State University, Fresno; B.S. in Civil Engineering
YEARS EXPERIENCE: 10 Years, 10 Years with Firm
CERTIFICATIONS: California Civil Engineer #89547

Casey Walker is a licensed Civil Engineer and is responsible for making sure proficiency and accuracy is provided in the projects he provides Engineering Services on. Mr. Walker has over 10 years of experience working in or relating to Civil Engineering. He has a wide variety of experience in land development engineering, and has worked on a variety of projects, both private and public, including large-scale apartment complexes, school modernization, industrial processing and warehouses, commercial developments, large office complexes, subdivisions, and roads. Casey's main responsibilities at NorthStar include utility design, grading design, and the preparation of engineering plans, including overseeing the drafting and preparation of plans and quality assurance. Casey has designed storm drainage systems, sanitary sewer, domestic water, fire water, and septic systems on many projects. Casey is also skilled in stormwater quality compliance and has experience in the development and implementation of SWPPPs as well as the calculations, design, and report preparation for post-construction stormwater quality compliance. Casey R. Walker utilizes his skills to diligently work and complete each project in a timely manner while using his foremost knowledge in each task, resulting in high Client satisfaction.



COREY WALKER

CIVIL ENGINEER, PROJECT MANAGER

EDUCATION: California State University, Fresno; B.S. Civil & Geomatics Engineering
YEARS EXPERIENCE: 10 Years, 6 Years with Firm
CERTIFICATIONS: California Civil Engineer #89920

Mr. Walker has been a part of numerous multi-disciplinary teams and has experience both as the lead designer and as a supporting Engineer. He has also had experience in designing master plan layouts for residential and commercial developments, preparing Legal Descriptions and Final Maps, as well as performing Topographic, Boundary, ALTA, and Construction Staking Surveys. Corey Walker is a licensed Civil Engineer and is responsible for making sure proficiency and accuracy is provided in the projects he provides Engineering Services on. Mr. Walker has over 10 years of experience working in or relating to Civil Engineering. He has a wide variety of experience and a working knowledge of designing in several different aspects such as residential, school recreation facilities, intersection layouts, regional utility facilities, and commercial design along with experience in Tentative and Parcel Map preparation and roadway analysis. His knowledge and experience in the Land Surveying profession give him a unique perspective that allows him to identify potential issues before they occur and provide designs and solutions that help the construction and approval processes to proceed as smoothly as possible.



**REFERENCE THE PROJECT REFERENCE SECTION FOR PROJECTS
WORKED ON BY CASEY WALKER AND COREY WALKER**

LAND SURVEYING KEY PERSONNEL

CHRISTIAN GRAJEDA CIVIL ENGINEER, PROJECT MANAGER

EDUCATION: University of Del la Salle; B.S. in Civil Engineering
YEARS EXPERIENCE: 14 Years, 12 Years with Firm
CERTIFICATIONS: California Civil Engineer #85387

Christian Grajeda has over 14 years of experience working in or relating to Civil Engineering and has worked at NorthStar for the past 12 years. He has worked on private jobs, as well as public jobs. He has a wide variety of experience, as he began his work as a field engineer and eventually transitioned to working as a project designer and project manager. His vast experience has allowed him to be well rounded as he has been the engineer to follow plans and specifications to the completion of a project, and now in his position of being the engineer to perform the design of the plans that will eventually be followed during construction. Mr. Grajeda works in all aspects of Civil Engineering with an emphasis of educational and commercial projects, as well as performing QSP/QSD inspections. His responsibilities include Client and Agency coordination, performing wet utility calculations including water, storm drain, and sewer, Stormwater Pollution Prevention Plans, and preparing post-construction stormwater quality control plans and reports. He excels in preparing civil improvement plan sets and performing grading designs for residential and commercial projects. With Mr. Grajeda's background, he is able to successfully complete projects in an efficient and timely manner, as well as maintain communication and coordination between Clients and Agencies.



CHRIS VANDERVEEN CIVIL ENGINEER, PROJECT MANAGER

EDUCATION: University of the Pacific; B.S. in Civil Engineering
YEARS EXPERIENCE: 9 Years, 9 Years with Firm
CERTIFICATIONS: California Civil Engineer #89550

Chris VanderVeen is a licensed Civil Engineer and is responsible for making sure accuracy and efficiency are provided on all his projects. Chris VanderVeen has over 9 years of experience working in Civil Engineering. He has experience in land development engineering, both private and public. His projects have included residential subdivisions, commercial developments, and public roadway projects. He has worked with numerous public agencies throughout California from Sacramento to Hanford. Chris is responsible for the grading and utility design of his projects while also managing the drafting and preparation of plans. Chris has designed sanitary sewer, water, and storm drainage systems on a variety of projects. Chris VanderVeen strives to make each project a success, providing efficient and quality work to all his Clients.



**REFERENCE THE PROJECT REFERENCE SECTION FOR PROJECTS
WORKED ON BY CHRISTIAN GRAJEDA AND CHRIS VANDERVEEN**

LAND SURVEYING KEY PERSONNEL

KENT HYSELL

PRINCIPAL, DIRECTOR OF SURVEY

EDUCATION:

California State University, General Curriculum

YEARS EXPERIENCE:

40 Years, 15 Years with Firm

CERTIFICATIONS:

California Land Surveyor #6953

Kent Hysell is a Principal with NorthStar and is responsible for making sure proficiency is provided in every project that he manages. Mr. Hysell has over 40 years of experience in Land Surveying and his thorough understanding of a project, starting with the boundary and topographic survey, through design, and during construction is a valuable benefit to his Clients. Throughout his career he has actively participated in surveying, design, project management, and construction oversight of various public and private projects. He is proficient in all aspects of field surveys, office mapping, and survey calculations. He specializes in various public works and private development projects overseeing tasks which include office calculations, research, control surveys, GPS surveys, boundary surveys, construction staking, and management of construction projects. Mr. Hysell's surveying expertise was developed in the Modesto office of Thompson-Hysell Engineers between 1983 and 2007. Mr. Hysell orchestrated a survey department having up to twelve survey crews and eight office surveyors at one time. Mr. Hysell also acted as the Principal in charge of survey geomatics and helped grow the office to a 100-man firm.



RIEN GROENEWOUD

LAND SURVEYOR, CFED

EDUCATION:

C.T.O. Apeldoorn, The Netherlands

YEARS EXPERIENCE:

42 Years, 11 Years with Firm

CERTIFICATIONS:

California Land Surveyor #6946;

CFED #1267

Rien Groenewoud is a licensed Land Surveyor and CFED and is responsible for making sure proficiency and accuracy is provided in the projects he provides Land Surveying Services on. Mr. Groenewoud has worked in the Land Surveying industry for more than 42 years, of which the first 10 years were spent with the Cadastral Office of the Dutch Government in Rotterdam, and has extensive experience preparing Record of Surveys, Parcel Maps, Subdivision Maps, ALTA's, and legal descriptions. Mr. Groenewoud's experience covers all areas of the development industry, being it residential, commercial (including wind farms and solar farms) or public agency projects (including projects for CalTrans and N.R.C.S./C.W.A.). The wide variety of projects that Mr. Groenewoud has worked on allows him to have a unique understanding on what would be the most efficient way to approach a project and finish it successfully.



**REFERENCE THE PROJECT REFERENCE SECTION FOR PROJECTS
WORKED ON BY KENT HYSELL AND RIEN GROENEWOUD**

LAND SURVEYING KEY PERSONNEL

TANYA CISSELL

LAND SURVEYOR

YEARS EXPERIENCE: 20 Years, 6 Years with Firm

CERTIFICATIONS: California Land Surveyor #9857

Tanya Cissell is a Licensed Land Surveyor and is responsible for making sure proficiency and accuracy is provided in the projects she provides Surveying Services on. Mrs. Cissell has over 20 years of Survey experience, with responsibilities ranging from facilitating field work, project management, supervision of field crew operations, producing AutoCAD drawings, record maps and legal descriptions, and performing boundary analysis, property research and QA/QC reviews of survey projects. Tanya has worked on ALTA/ACSM land title surveys, boundary and topographic surveys, as-built surveys, construction staking projects, and route surveys. She has extensive experience in the preparation of land development project maps, tentative maps, planning document and applications, boundary, topographic and aerial maps, final maps, parcel maps, corner records, plats, legal descriptions and exhibits. Tanya also has experience in use of AutoCAD 2008, Land Development Desktop and Civil 3-D, and AutoDesk Map CAD.



JEFF LANGSTON

SURVEY COORDINATOR

YEARS EXPERIENCE: 33 Years, 13 Years with Firm

Jeff Langston is responsible for making sure proficiency and accuracy is provided in the projects he is in charge of managing the filed crews on. Mr. Langston's more than 33 years of field and office survey experience spans a wide variety of projects from Boundary Surveys, Topographic Surveys, Construction Staking, Field Crew Setup and coordination, and plan preparation. Mr. Langston works closely with Public Agencies, Private Clients, Contractors, and Sub-Consultants to coordinate their mapping, survey, and construction staking needs. His solid foundation, knowledge, and dedication in all aspects of field and office work make him a valuable benefit to our Clients.



7 TWO-MAN FIELD CREWS

NorthStar is Signatory to Operating Engineers Local No. 3

NorthStar Survey Crews are professional, accurate, and diligent in accomplishing their tasks. Their range of field services include Boundary, Survey Topography, and Survey Construction Staking for residential and commercial developments. Other services include Horizontal and Vertical Control Networks, Plan Analysis, GPS Surveying and Field Staking for pipelines, roads, bridges, dams, levees, schools, ponds, buildings, and tunnels.

**REFERENCE THE PROJECT REFERENCE SECTION FOR PROJECTS WORKED ON BY
TANYA CISSELL, JEFF LANGSTON, AND FIELD CREWS**

REFERENCES

- Agency Involvement and Input is critical to the success for the project. It is also critical that the Consultation recognize and understand the value that public clients bring to each project. NorthStar has always followed the principle that the Public Agency (Owner) of a project is the most valuable resource for project information and guidance through the design process. As such, our success hinges on teamwork effort with our clients to accomplish the unique and individual goals of each project.
- Construction Drawings and Specifications that are clear, concise, and complete are a fundamental component of any public project. NorthStar understands the importance of these items to limit costly change orders, disruptions, and project delays. We have experience with both CSI and CalTrans Specifications.
- Bidding and Contract Documents that define the scope of each project and define limits that provide equal basis for competitive bid process, Contract documents are tailored to the project and are intended to protect all interested parties.
- Construction Management Services provided by NorthStar include responding to Contractor requests for information (RFI's), schedule administration, technical inspection, and Owner, Contractor and Engineer coordination.
- We feel that our experience working hand in hand with municipalities allows us to provide consultant services to agencies as if we were an extension of their in-house staff. The following list is of governmental agencies and contractors we currently work for or have worked for in the past. We encourage you to call any of the references listed within our project experience section.

On-Call Contracts with:

City of Turlock: Civil and Surveying Services

City of Merced: Civil and Surveying Services

City of Modesto: Surveying Services

City of Patterson: Civil and Surveying Services

County of Merced: Civil and Surveying Services



Nathan Bray
Assistant PW Director
2165 Wardrobe Avenue
Merced, CA 9534
(209) 385-7603



Joe Cardoso
City Surveyor
1776 Grogan Avenue
Merced, CA 95341
(209) 385-6800



David Leamon
Director of Public Works
1716 Morgan Road
Modesto, CA 95358
(209) 525-4184



Bill Penney
P.E / Senior Civil Engineer
2165 Wardrobe Avenue
Merced, CA 95341
(209) 385-7603



Client's Initials _____ Consultant's Initials _____

RATE SCHEDULE

Engineering:

PRINCIPAL / DIRECTOR	\$245.00
CIVIL ENGINEER	\$200.00
PROJECT MANAGER	\$200.00
DESIGNER III	\$175.00
DESIGNER II	\$165.00
DESIGNER I	\$155.00
DRAFTER / CAD III	\$140.00
DRAFTER/CAD II	\$130.00
DRAFTER/CAD I	\$120.00

Surveying:

PRINCIPAL / DIRECTOR	\$245.00
LAND SURVEYOR	\$200.00
LAND SURVEYOR ASSISTANT	\$165.00
SURVEY CREW COORDINATOR	\$165.00
ONE-MAN SURVEY CREW	\$220.00
TWO-MAN SURVEY CREW	\$295.00

Planning:

PRINCIPAL	\$245.00
PLANNER	\$200.00
ASSISTANT PLANNER	\$165.00

Field Services:

CONSTRUCTION OBSERVATION / QSP INSPECTOR / QSD	\$205.00
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Administration:

CLERICAL	\$95.00
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Overtime and Saturday work will be billed at time and a half and Sunday work will be billed at double time.

Expedited Project Schedule will be subject to increased rates, provided upon request.

Materials will be billed at cost plus 10%

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services (“Agreement”) dated _____ between the City of Turlock (“City”) and _____ (“Consultant”).

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

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
BLACK WATER CONSULTING ENGINEERS, INC.
for
ON-CALL ENGINEERING AND SURVEYING SERVICES**

City Contract No. 2025-098

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and BLACK WATER CONSULTING ENGINEERS, INC., a California corporation (“Professional”), on this 14th day of January 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Engineering and Surveying Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) 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 rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum compensation, and schedule (“Completion Schedule”) for providing the Services. The Service

Request(s) shall be made effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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 Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 14th day of January, 2028 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement. Any request for Services not included in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement 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, and the Service Request(s) executed under this Agreement. 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 Three-Hundred Thousand and No/100ths Dollars (\$300,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

6.3. 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.

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any

Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. **Time of Performance.** Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. **City Assistance to Professional.** [Intentionally Omitted]

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

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

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

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

12.2. **Professional Performance.** Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other

matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the

insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

27.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional:

**Black Water Consulting Engineers, Inc.
Attn: Alison Furuya
602 Lyell Drive
Modesto, CA 95356**

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Stephen Fremming, P.E.
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: SFremming@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

44. Execution and 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. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**Black Water Consulting Engineers, Inc., a
California corporation**

**CITY OF TURLOCK, a California
municipal corporation**

By: Alison Furuya

Print Name: Alison Furuya

Title: Vice President

Date: 12-23-2024

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015
FOR
ON-CALL AGREEMENT FOR
ENGINEERING AND SURVEYING SERVICES

RFQ ISSUED: 9/27/24
QUALIFICATIONS DUE: 10/30/2024 3:00 PM

SUBMIT QUALIFICATIONS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/27/2024
- ❖ Proposals Due: 10/30/2024 3:00 PM
- ❖ City Council Approval of Agreement: 12/10/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for engineering and surveying services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
3. Assist the City's Engineering Division with presentations and/or recommendations to the City staff, committees, boards, or the Turlock City Council;
4. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City;
5. Provide, either directly, or through the use of subconsultants, the following services:
 - a. Civil, mechanical, electrical engineering design
 - b. Computer aided drafting (CAD)
 - c. Engineering services during construction (submittal and RFI review)
 - d. Boundary surveying
 - e. Topographic surveying
 - f. Construction surveying
 - g. Cost estimates
 - h. Technical specifications
 - i. Any other related service necessary to provide biddable documents and support of City's capital improvement projects.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 30 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit.

The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. 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. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;

2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm's resources that allow for a timely delivery of services, including the names and qualifications of the firm's staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.
8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City reserves the right to enter into agreements with multiple consultants. The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant(s) shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

Deliverables such as drawings, specifications, engineering reports, and any other technical data shall be provided to the City in the form of Microsoft Office and PDF documents. Hard copies may be requested on occasion.

The capital improvement projects to be delivered under the On-Call Agreement shall not include federally funded projects. Therefore, there is no Disadvantaged Business Enterprise (DBE) goal associated with the work performed under the On-Call Agreement.

Prospective consultants should note that, while the sample On-Call Agreement is written to include a maximum compensation amount of \$300,000, the City makes no guarantee as to the amount of work to be made available to the consultant during the term of the agreement. The compensation to be made to consultants may vary from the past based on actual needs.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 30, 2024. No late submittals will be accepted.

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on USB flash drive to be considered responsive. The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. Postmark dates will not be recognized. Proposals received after the deadline will be rejected and returned unopened.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to engineering and surveying services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. Proposals will not be made available to the public or competing firms until after the selection process has been completed.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City,

including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.

CITY OF TURLOCK
RFQ NO. 24-015



On-Call Agreement for Engineering & Surveying Services

OCTOBER 30, 2024



BLACK  WATER
CONSULTING ENGINEERS

SUBMITTED BY:

Black Water Consulting Engineers
602 Lyell Drive, Modesto, CA 95356
209.322.1820 | www.blackwater-eng.com

BLACK WATER

October 30, 2024

City of Turlock
Finance Department - Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380
Attn: Purchasing

Re: Statement of Qualifications for
RFQ No. 24-015 – On-Call Agreement for Engineering and Surveying Services

Dear City of Turlock Evaluation Committee,

Black Water Consulting Engineers, Inc. (Black Water) is pleased to submit our Statement of Qualifications (SOQ) in response to RFQ No. 24-015 for the On-Call Agreement for Engineering and Surveying Services. With a dedicated team and extensive expertise in civil engineering and consulting, we are confident in our ability to meet and exceed the City of Turlock's standards for on-call engineering services as outlined in the RFQ.

Black Water has a well-established history of delivering comprehensive and efficient engineering solutions, specifically for water, sewer, and stormwater projects, throughout California. Our team's proven technical abilities and experience working with public agencies uniquely position us to support Turlock's engineering and surveying needs. We understand the necessity of flexibility and timeliness within on-call agreements, and we are fully committed to providing responsive service and clear communication to address each service request promptly.

Our team looks forward to the opportunity to serve the City of Turlock, delivering high-quality, responsive engineering services. Please feel free to contact me at alison@blackwater-eng.com or by phone at 209.322.1815 should you have any questions or require further clarification regarding our submission.

Thank you for your consideration of Black Water for this request for qualifications. We look forward to contributing to Turlock's ongoing success and infrastructure advancement.

Sincerely,



Alison Furuya, P.E.
Vice President

GENERAL INFORMATION

Black Water Consulting Engineers (Black Water) is a Central California firm that provides professional engineering services in water, wastewater, drainage, and construction management. The company was formed in 2012 and is comprised of talented, local professionals who endeavor to maintain an outstanding reputation for delivering responsive service, technical expertise, and value to our clients.

PERSON OF AUTHORITY:

Alison Furuya, P.E.
209.322.1820

MODESTO OFFICE:

602 Lyell Drive
Modesto, CA 95356

FRESNO OFFICE:

155 E. Shaw, Suite 206
Fresno, CA 93710

OUR QUALIFIED PROFESSIONALS FOR YOUR PROJECTS



Alison Furuya, P.E.
VICE PRESIDENT
(PRINCIPAL-IN-CHARGE)



Aja J. Verburg, P.E.
VICE PRESIDENT

Nick Zaninovich, P.E.
PROJECT MANAGER

Edgar Torres, P.E.
PROJECT MANAGER

Patrick Scott, E.I.T.
PROJECT MANAGER

*Detailed resumes for our project managers shown above
and our other qualified professionals are provided in
Appendix A.*

PROJECT TEAM

VICE PRESIDENT, PRINCIPAL-IN-CHARGE	Alison Furuya, P.E. brings a wealth of expertise to water and wastewater projects, backed by 28 years of specialized experience in civil and environmental engineering. Ms. Furuya's technical foundation is complemented by her extensive experience managing and executing complex projects from planning through construction, and operations and maintenance. As a project engineer and project manager, she has successfully led studies, master plans, and design projects across a range of facilities, including pump stations, pipelines, and treatment plant improvements. Her proficiency encompasses a diverse portfolio, from wastewater master planning for municipalities like Hilmar County Water District to overseeing significant treatment plant upgrades in the City of Escalon. Her dedication to enhancing operational efficiency and regulatory compliance provides clients with comprehensive solutions, ensuring long-term project sustainability and optimized service delivery.
VICE PRESIDENT	Aja Verburg, P.E. has 21 years of experience in public infrastructure and water/wastewater project management and design. Ms. Verburg has a strong understanding of delivering projects from a public agency's perspective. She is experienced with all aspects of project management, which includes application for funding, public outreach, preliminary engineering, environmental approval, right-of-way acquisition, utility coordination, permitting, project approval and design, and project advertisement, for federal, state, and locally-funded projects. This broad range of experience is a benefit to clients, as her approach for each project is to act as an extension of the agency staff and deliver the most cost efficient and innovative design, on schedule, from the planning stage through construction, to serve the client and public. Throughout her career she has served as a project manager and responsible engineer for various public and private water and wastewater projects. Ms. Verburg also has extensive experience using Geographical Information System (GIS) software and Innovyze InfoWater and InfoSewer hydraulic network modeling software.
PROJECT MANAGER	Nick Zaninovich, P.E. has over 30 years of well-diversified experience in overall aspects of planning, design, operations, environmental, construction, supervisory, budget, and management of water and public infrastructure projects. With over 21 years of experience working in public agencies, he has a deep understanding of public policy and administration. His extensive design and project management experience also stems from his work in the consulting sector for a wide array of public and private projects related to water and sewer system design and operations. As a California Grade D4 water distribution system operator and Grade T2 water treatment operator, he has a thorough understanding of water systems and how they work. Mr. Zaninovich's range of experience in the water and wastewater industry allows him to effectively lead projects and multifaceted teams to timely and cost-effective project completions.
PROJECT MANAGER	Edgar Torres, P.E. has six years of engineering experience across a variety of public and private design projects. He is proficient in utilizing AutoCAD for a diverse range of projects, including dry/wet utilities, drainage systems, erosion control, striping, typography, demolition, and grading. Mr. Torres has a strong background in the design and preparation of drawings, technical specifications, and cost estimates for municipal projects, specifically with water, sewer, and storm drain systems. He has a proven track record of consistently delivering high-quality work and preparing detailed technical reports that offer expertise and recommendations. With four years of experience working for a public agency, Mr. Torres has a thorough understanding of local, state, and federal regulatory requirements and guidelines governing engineering projects. Excelling in project management, Mr. Torres oversees projects from inception to completion while ensuring adherence to timelines, budgets, and regulatory requirements.

PROJECT MANAGER	Patrick Scott, E.I.T. has over seven years of experience aiding in the design of various public and private water and wastewater projects, from the planning stages to construction. His experience includes providing application assistance for state revolving funded projects and coordination with local, state, and federal agencies. Mr. Scott's field work experience includes water sampling, measuring water surface elevation for static and pumping wells, and flow meter readings. He is proficient in AutoCAD, Civil 3D, Microsoft Excel, ArcGIS, and QGIS.
ASSOCIATE ENGINEER	Angel Mariscal, P.E. has over five years of comprehensive engineering experience in various design projects. He is proficient in utilizing AutoCAD and sanitary and septic analysis software for a wide range of applications, including land development, utility design, grading, project layout, storm drain systems, and water and wastewater management. Mr. Mariscal's technical expertise includes the preparation of detailed technical reports for potable and non-potable water applications, permit amendments, and municipal utility projects. He has a strong background in the design and preparation of engineering drawings, technical specifications, and cost estimates. Dedicated to providing high-quality deliverables, Mr. Mariscal is adept at understanding and addressing client needs to ensure optimal project solutions.
ASSISTANT ENGINEER	Bao Cha, E.I.T. has over seven years of experience in civil engineering specializing on water and wastewater systems. Prior to joining Black Water Consulting Engineers, she completed an internship at a wastewater treatment plant. During her time at the wastewater agency, she worked on various projects which involved providing recycled water to the community and updating the recycled water system. At Black Water, Ms. Cha has been involved in a wide variety of water and wastewater projects assisting in analyses, report production, hydraulic models, and application processes for securing state revolving funds.
ASSISTANT ENGINEER	Ernesto Meza, E.I.T. is a recent civil engineer graduate with a Bachelor's degree from the University of California, Davis. Over the course of his career, he has gained extensive experience in both technical and field-based aspects of civil engineering. His expertise includes reviewing and analyzing construction documents, conducting thorough project inspections, and performing detailed plan reviews. Mr. Meza is also proficient in utilizing GIS applications for project planning and management, enhancing his ability to contribute to complex infrastructure projects. Additionally, Mr. Meza has a strong background in working on capital improvement projects, collaborating with various stakeholders, and ensuring projects are executed efficiently and within regulatory standards. His well-rounded experience enables him to navigate both the design and implementation phases of civil engineering projects.
ENGINEER TECHNICIAN	Ulises Yopez is a graduate from the University of California - Merced where he received his Bachelor's in Environmental Science. During his studies, he worked as a research assistant where he assisted in conducting water cost analyses of 30 water districts in Kern County, CA. Mr. Yopez gained a solid understanding of CEQA related documents, and state and local guidelines and protocols for environmental-related concerns through his internship at a water district in the southern San Francisco Bay Area. Since joining Black Water, he has gained extensive construction related experience including project inspection, RFI and submittal reviews, managing budgets, interpreting design drawings, materials organization, and coordinating with multiple teams. He is proficient in collecting, organizing, and analyzing data and familiar using GIS.

BACKGROUND

Our firm is staffed with experts in the fields of planning and design of water supply, treatment, and distribution systems; wastewater collection, conveyance, and treatment works; storm water analysis and drainage facilities and construction management. We continually participate in the evaluation, design, and review of water and wastewater infrastructure projects and technologies in order to maintain a sound knowledge base of current design standards and construction methods.

We have a solid track record in identifying and securing project financing, regulatory compliance, permitting, and reporting requirements for the water and wastewater industries. A list of our firm's capabilities and services is provided in the lists below.

OUR CAPABILITIES AND SERVICES



WATER

- Pumping & Booster Station Design
- Pipeline Design
- Well Design
- Water Treatment Design
- Water Master Planning
- Water Rate Studies
- Technical Report Preparation
- System Permitting
- Demand Analysis
- Hydraulic Modeling of Distribution Systems
- Storage Tank Design
- Financing Evaluations
- Regulatory Compliance
- Urban Water Management Plans
- Construction Management



WASTEWATER

- Pump Station & Force Main Design
- Corrosion & Odor Control
- Pipeline Rehabilitation
- Inverted Siphon Design
- Collection System Modeling
- Sewer & Storm System Rate Studies
- Collection System Evaluation & Design
- Wastewater Treatment & Process Design
- Sewer Master Planning & Asset Management
- Sanitary Sewer Management Plans
- Regulatory Compliance & Permitting
- Trenchless Construction
- Wastewater Recycling & Reuse
- Financing Alternatives
- Compliance Reporting
- Construction Management



STORMWATER

- Pump Station Design
- Hydrologic Modeling
- Storm Drainage Analysis & Master Planning
- Capital Project Planning
- Condition Assessment
- Detention & Retention Facilities
- Open Channel & Culvert Design
- NPDES Compliance
- Rate Studies
- Low Impact Development (LID)

EXPERTISE & QUALIFICATIONS

Over the past 12 years in business, Black Water has excelled in delivering comprehensive services throughout every stage of our projects. Our commitment to quality, expertise, and client satisfaction helps to ensure that we will deliver successful Civil Engineering Services for the City of Turlock.

Our capabilities include:

A sample of previous projects utilizing these services:

Consulting and/or Professional Services:

Black Water provides expertise related to water, sewer, and stormwater engineering projects, offering guidance on project feasibility, planning, regulatory compliance, and infrastructure improvements.

- Santa Nella County Water District (SNWCD), Santa Nella/Volta Water Quality Improvement Project - DWSRF
- City of Oakdale, Oakdale Wastewater River Crossing Project
- City of Ceres, Storm Drain Master Plan

Preliminary Consultation, Research, and Evaluation:

Our team can review project requirements and perform preliminary studies to assess existing conditions, regulatory considerations, and engineering challenges, ensuring thorough project planning.

- Turlock Unified School District, Roselawn High School Water System
- Turlock Irrigation District, Don Pedro Recreation Agency Capital Improvement Plan Project
- Twain Harte Community Services District, Inflow/Infiltration Identification and Reduction Project - CWSRF

Assistance with Presentations and Recommendations:

Our engineers can help City staff prepare presentations and provide recommendations to decision-makers, such as committees, boards, or the City Council.

- City of Escalon, Wastewater Treatment Plant Upgrade Project
- City of Merced, 2020 Urban Water Management Plan
- City of Ceres, 2020 Urban Water Management Plan and Water Shortage Contingency Plan

Third-Party Review Consultation:

Black Water is experienced in reviewing documents prepared by other consultants, providing third-party evaluations to ensure compliance with standards and best practices.

- City of Patterson, Wastewater Quality Control Facility Phase III Design Peer Review
- City of Tracy, Tracy Wastewater Master Plan Peer Review

Civil Engineering Design:

Black Water specializes in designing infrastructure projects related to water, sewer, and stormwater, including pipelines, pump stations, retention basins, and treatment facilities. This includes preparing construction plans, technical specifications, and engineering reports.

- Jamestown Sanitary District, Wastewater Treatment Facility Improvements - CWSRF
- Keyes Community Services District, Water Main Consolidation Improvements Project - DWSRF
- City of Ceres, River Bluff Reservoir and Pump Station Project

Computer-Aided Drafting (CAD):

Our CAD team provides detailed design drawings including site plans, piping layouts, and hydraulic profiles.

- Jamestown Sanitary District, Wastewater Treatment Facility Improvements - CWSRF
- Keyes Community Services District, Water Main Consolidation Improvements Project - DWSRF
- City of Ceres, River Bluff Reservoir and Pump Station Project

Engineering Service During Construction:

Black Water offers support throughout construction, including reviewing submittals, responding to RFIs, and performing periodic site visits to ensure compliance with design specifications. We can also provide construction management and inspection services.

- Jamestown Sanitary District, Wastewater Treatment Facility Improvements - CWSRF
- City of Ceres, River Bluff Reservoir and Pump Station Project
- City of Oakdale, Oakdale Wastewater River Crossing Project

Cost Estimates:

Our engineers can prepare detailed cost estimates factoring in material costs, labor, and contingencies, to help the City budget for these types of infrastructure improvements.

- Turlock Irrigation District, Don Pedro Recreation Agency Capital Improvement Plan Project
- Murphys Sanitation District, Capital Improvement Plan Update
- City of Oakdale, Wastewater Capital Improvement Plan Update

Technical Specifications:

Our team can develop comprehensive technical specifications that outline the materials, workmanship standards, and procedures required for constructing water, sewer, and stormwater systems.

- San Joaquin County Department of Public Works, Colonial Heights Water Main Replacement
- Yosemite Unified School District, Water System Upgrade
- City of Oakdale, Oakdale Wastewater River Crossing Project

For mechanical and electrical engineering design and various surveying tasks (boundary, topographic, and construction surveying), Black Water has trusted relationships with qualified subconsultants to ensure these specialized needs are met.

RESPONSE TIME

Black Water is committed to delivering quality work in a timely manner. It is our commitment to ensure that all work products are completed and delivered to the City of Turlock on-time and within budget. Regular maintenance of the detailed project schedule will ensure project delivery milestones are met and potential roadblocks during the planning, design, and construction of any project are avoided.

We understand the importance of responsiveness in on-call agreements and have established resources and procedures to ensure prompt service delivery.

With the following measures in place, Black Water is well-prepared to deliver timely and reliable engineering and consulting services, ensuring the City of Turlock's projects proceed smoothly.

DEDICATED PROJECT TEAM:

We assign a dedicated project team for each on-call agreement, ensuring that personnel familiar with the City's needs are always available. We provide dedicated project managers to oversee every phase of the project.

Key staff members have experience with water, sewer, and stormwater projects, enabling them to prioritize tasks and manage project needs effectively.

OFFICE LOCATION AND STAFF AVAILABILITY:

With offices in Modesto and Fresno, CA, combined with our familiarity with the regional regulatory landscape, ensures we can respond quickly to requests. This proximity allows for prompt site visits and meetings.

With 21 employees, we maintain flexible staff availability.

COORDINATION WITH SUBCONSULTANTS:

For services involving mechanical, electrical engineering design, and surveying, we have established relationships with reliable subconsultants. This collaboration ensures a streamlined approach where the entire team is ready to address tasks quickly.

We coordinate closely with our subconsultants to establish clear response expectations, aligning them with the City's requirements.

TECHNOLOGY AND TOOLS:

Our use of project management software and cloud-based document sharing allows for fast communication and approval processes. We ensure that all deliverables are transmitted electronically in a timely manner, with hard copies available as needed.

PUBLIC AGENCY EXPERIENCE

Black Water has extensive experience working on projects funded through local, state, and federal programs. We are well-versed in requirements and regulations associated with each level of funding. Additionally, Black Water has a strong track record of coordinating with various agencies to ensure seamless communication and successful project delivery. This experience allows us to navigate complex project environments efficiently, ensuring that all stakeholders are aligned and project goals are achieved.

REFERENCES & SAMPLE OF WORK

Santa Nella County Water District - Santa Nella/Volta Water Quality Improvement Project - DWSRF

REFERENCE: Amy Montgomery - General Manager | P: 209.826.0920 | E: amontgomery@sncwd.com
Contract amount: \$1,200,000 | Project dates: Oct 2015 - Ongoing (Bid Support Phase)

The project includes improvements to the District's blending and booster pump facilities, develop a new ground water well (Well #2), construct approximately 5 miles of 8-inch diameter waterline to convey water from Well #2 to the SNCWD blending facilities, fully consolidate Volta Community Services District (VCSD) into SNCWD's system, and install water supply meters on all existing service connections in Volta. Improvements to the blending facilities will accept and blend groundwater from Well #2 with treated surface water. The 5 mile stretch of pipeline crossed two Central Valley Irrigation District (CCID) owned canals; the Outside Canal and Main Canal. This required coordination with an environmental consultant and CCID to bore and jack under the canals. Black Water prepared the contract documents for advertisement for construction for the Project. Well #2 is constructed. The remaining improvements will be advertised for construction in September 2024. Black Water is contracted to provide engineering services during construction and construction management services.

Black Water Key Staff: Aja Verburg (PIC/PM), Patrick Scott, Bao Cha, Nick Zaninovich, Angel Mariscal, Edgar Torres, Ernesto Meza, Ulises Yepez

- ✓ Civil
- ✓ Electrical
- ✓ Water
- ✓ Plans and Specs
- ✓ Bid Support
- ✓ ESDC
- ✓ Construction Management

City of Oakdale - Oakdale Wastewater River Crossing Project

REFERENCE: Jeff Gravel - Public Services Director | P: 209.845.3600 | E: jgravel@ci.oakdale.ca.us
Contract amount: \$1M | Project dates: Feb 2017 - Dec 2023

Black Water prepared preliminary and final design documents for the replacement of the existing 18-inch sewer crossing over the Stanislaus River. The existing sewer crossing was constructed in 1977 and was located above ground, supported by a utility bridge across the River. The 18-inch sewer conveyed all of the wastewater from the City and was a critical asset. To improve the reliability and redundancy of the sewer system, Black Water designed a multi-barrel inverted siphon located below the River to replace the existing sewer crossing installed by horizontal directional drilling and a structure which collected wastewater flow from the entire City. The structure included upstream slide gates to isolate flows for cleaning and a vortex drop insert for odor reduction. Additionally, Black Water provided engineering services during construction and construction management/inspection services for the project.

Black Water Key Staff: Alison Furuya (PIC/PM), Ulises Yepez, Bao Cha

- ✓ Civil
- ✓ Environmental
- ✓ Geotechnical
- ✓ Electrical
- ✓ Wastewater
- ✓ Plans and Specs
- ✓ Construction Administration

City of Patterson - Well Site No. 14 Production Well

REFERENCE: Fernando Ulloa - Director of Engineering | P: 209.895.8073 | E: fulloa@ci.patterson.ca.us

Contract amount: \$327,700 | Project dates: Mar 2016 - Ongoing (Construction Phase)

Black Water was contracted to design and construct a new production well and supporting site infrastructure in the northeast quadrant of the City. The first phase of the project was to drill a test well to identify the quantity and quality of water at a City selected site. Our team prepared the plans and specifications for drilling a test well using the casing-hammer method to a depth of 700 feet. It was determined that the site was suitable for drilling a new production well.

The second phase of the project included: well and infrastructure design, including the installation of a new well, metering, chemical system, wellhead piping, building construction for controls, storage, and equipment, site access/driveway, landscaping with irrigation, site drainage and well system drain to waste, site perimeter walls, associated piping, and electrical service and controls similar to existing City well sites. The new municipal well will meet potable drinking water standards and is sized to provide sufficient supply to meet the demands of the service area. Black Water assisted the City during the bidding process for the production well drilling and well site improvements project. Black Water is currently providing engineering services during construction.

Black Water Key Staff: Aja Verburg (PIC/PM), Bao Cha, Ulises Yopez

- ✓ Civil
- ✓ Environmental
- ✓ Geotechnical
- ✓ Electrical
- ✓ Water
- ✓ Plans and Specs
- ✓ ESDC



2024 Rate Schedule

ENGINEERING:		Hourly Rate
ENGINEERING INTERN		\$113.00
ENGINEER TECHNICIAN		\$173.00
ASSISTANT ENGINEER		\$184.00
ASSOCIATE ENGINEER		\$228.00
PROJECT MANAGER		\$262.00
PRINCIPAL		\$288.00
TECHNICAL STAFF:		
CAD TECHNICIAN		\$155.00
SENIOR CAD TECHNICIAN		\$178.00
SENIOR CAD DESIGNER		\$213.00
FIELD SERVICES:		
CONSTRUCTION INTERN		\$113.00
CONSTRUCTION INSPECTOR		\$212.00
CONSTRUCTION MANAGER		\$262.00
ADMINISTRATION:		
ADMINISTRATION		\$113.00
EXPERT WITNESS:		\$374.00
DIRECT COSTS:	COST PLUS 10 PERCENT	
SUBCONSULTANTS:	COST PLUS 10 PERCENT	
MILEAGE:	IRS RATE	

The above rate schedule is subject to adjustment December 31, 2024.

EXHIBIT C

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services ("Agreement") dated _____ between the City of Turlock ("City") and _____ ("Consultant").

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

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS dba SANDIS
for
ON-CALL ENGINEERING AND SURVEYING SERVICES**

City Contract No. 2025-090

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS dba SANDIS, a California corporation (“Professional”), on this 14th day of January 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Engineering and Surveying Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) 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 rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum

compensation, and schedule (“Completion Schedule”) for providing the Services. The Service Request(s) shall be made effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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 Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 14th day of January, 2028 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement. Any request for Services not included in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement 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, and the Service Request(s) executed under this Agreement. 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 Three-Hundred Thousand and No/100ths Dollars (\$300,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

6.3. 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.

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any

Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other

matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the

insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

27.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional:

**Sandis Civil Engineers Surveyors Planners dba Sandis
Attn: Ron Sanzo
3007 Douglas Blvd., Suite 105
Roseville, CA 95661**

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Stephen Fremming, P.E.
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: SFremming@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

44. Execution and 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. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

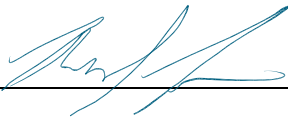
53. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[Signatures on Following Page]

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

PROFESSIONAL

**Sandis Civil Engineers Surveyors Planners
dba Sandis, a California corporation**

By: _____

Print Name: Ronald Sanzo, PE

Title: Associate Principal

Date January 2, 2025

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015
FOR
ON-CALL AGREEMENT FOR
ENGINEERING AND SURVEYING SERVICES

RFQ ISSUED: 9/27/24

QUALIFICATIONS DUE: 10/30/2024 3:00 PM

SUBMIT QUALIFICATIONS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/27/2024
- ❖ Proposals Due: 10/30/2024 3:00 PM
- ❖ City Council Approval of Agreement: 12/10/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for engineering and surveying services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
3. Assist the City's Engineering Division with presentations and/or recommendations to the City staff, committees, boards, or the Turlock City Council;
4. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City;
5. Provide, either directly, or through the use of subconsultants, the following services:
 - a. Civil, mechanical, electrical engineering design
 - b. Computer aided drafting (CAD)
 - c. Engineering services during construction (submittal and RFI review)
 - d. Boundary surveying
 - e. Topographic surveying
 - f. Construction surveying
 - g. Cost estimates
 - h. Technical specifications
 - i. Any other related service necessary to provide biddable documents and support of City's capital improvement projects.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 30 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit.

The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. 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. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;

2. Background – Provide background and history of the company’s consulting experience which specifically addresses the organization’s knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.
8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City reserves the right to enter into agreements with multiple consultants. The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant(s) shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

Deliverables such as drawings, specifications, engineering reports, and any other technical data shall be provided to the City in the form of Microsoft Office and PDF documents. Hard copies may be requested on occasion.

The capital improvement projects to be delivered under the On-Call Agreement shall not include federally funded projects. Therefore, there is no Disadvantaged Business Enterprise (DBE) goal associated with the work performed under the On-Call Agreement.

Prospective consultants should note that, while the sample On-Call Agreement is written to include a maximum compensation amount of \$300,000, the City makes no guarantee as to the amount of work to be made available to the consultant during the term of the agreement. The compensation to be made to consultants may vary from the past based on actual needs.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 30, 2024. No late submittals will be accepted.

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on USB flash drive to be considered responsive. The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. Postmark dates will not be recognized. Proposals received after the deadline will be rejected and returned unopened.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to engineering and surveying services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. Proposals will not be made available to the public or competing firms until after the selection process has been completed.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City,

including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.



MODESTO
CAMPBELL
ROSEVILLE
SANTA CRUZ
OAKLAND
SPOKANE



OCTOBER 30, 2024

City of Turlock

On-Call Agreement for Engineering and Surveying Services
RFQ NO. 24-015

Sandis Civil Engineers Surveyors Planners

4265 Spyres Way Suite C, Modesto, CA 95356

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	Fees*

**Fees are included in a separate, sealed envelope.*





October 30, 2025

City of Turlock
Purchasing Department
156 South Broadway, Suite 156
Turlock, CA 95380

RE: City of Turlock RFQ for On-Call Agreement for Engineering and Surveying Services, RFQ No. 24-015

To Whom it May Concern,

Thank you for the opportunity to provide our Statement of Qualifications for the City of Turlock On-Call Agreement for Engineering and Surveying Services, RFQ No. 24-015. Sandis is a local professional services firm specializing in civil engineering, surveying, traffic engineering, 3D laser scanning, stormwater management and planning. We began as a small firm in 1965 with a single goal - provide our communities with nothing short of excellent services.

Sandis is prepared to provide comprehensive engineering and surveying services to the City of Turlock. Sandis is currently working with the City on the Countryside Drive Intersection Improvement Project and looks forward to continuing our support of City Staff in meeting their engineering and surveying needs. In addition to our work with the City, Sandis has a strong history of providing comprehensive engineering and surveying services to local cities. We hold contracts with the City of San Jose, City of Pittsburg, City of Palo Alto, Town of Moraga, and more. Our team has been chosen because of their experience with civic clients.

Our team will be led by **Principal-in-Charge Ron Sanzo, PE, TE, PTOE**, and **Project Manager Joe Paull**. The Survey team will be led by **Principal-in-Charge Laura Cabral, PLS**, alongside **Survey Project Managers Chris Cintean, PLS**, and **Felipe Vera, PLS**, supported by Sandis' 14 in-house surveying crews. Our Civil Engineering team will be led by **Project Manager Nathan Allen, PE, QSD/P**. Sandis has also brought on subconsultants, including **Interface Engineering** for Mechanical, Electrical, and Plumbing Engineering, as well as **Gates & Associates** for landscape architecture.

Our team is committed to carrying out the City's vision and we will work hand in hand with City staff to complete all project needs as they arise. With strong management capabilities, Sandis' team members are proactive in evaluating project schedules and staff resource needs. Sandis has carefully read through the City's RFQ and understands the terms of the contract. I, Ron Sanzo, PE, TE, PTOE, have the legal authority to contractually bind Sandis.

We are confident that Sandis is the right team for the job. Given our proven track record on similar contracts and our focus in developing partnerships with City staff, we believe Sandis will meet all of the City of Turlock's needs. Please feel free to contact me, Ron Sanzo, at 925.786.9348 or rsanzo@sandis.net; or Joe Paull at 510.296.5449 or jpaull@sandis.net, should you have any questions, require additional information, or would like to schedule an interview. **Additionally, Sandis acknowledges and has read Addendum #1 to the RFP, issued on October 11, 2024.**

Thank you,

Ron Sanzo, PE, TE, PTOE
Director of Engineering | Principal-in-Charge
rsanzo@sandis.net | 925.786.9348

Joe Paull
Project Manager
jpaull@sandis.net | 510.296.5449

2. BACKGROUND



Office

4265 Spyres Way Suite C,
Modesto, CA 95356
P: 209.820.5380
Sandis.net

Additional Offices

Campbell, CA
Santa Cruz, CA
Oakland, CA
Roseville, CA
Spokane, WA

Primary Contact, Authorized to Sign Contracts

Ron Sanzo, PE, TE, PTOE
Director of Engineering,
Principal-in-Charge
rsanzo@sandis.net
925.786.9348

Firm Type

California Corporation

Year Established

1965

Year Established Under Current Name

2005

Number of Employees

120

Sandis' In-House Services

Civil Engineering
Traffic Engineering
Surveying and Mapping
3D Laser Scanning
QSP/QSD
Planning
Utility Locating

**FIRM BACKGROUND**

Sandis is a professional services firm specializing in civil engineering, traffic engineering, land surveying, stormwater management, QSP/D, utility locating, 3D laser scanning, construction staking, and planning. Established in Northern California in 1965, Sandis is a California Corporation comprised of 120 employees. Sandis employs the best and the brightest in our industry. We recruit well rounded individuals committed to innovation, excellence, leadership and environmental stewardship. Sandis' expertise is expansive. We service private and public clients in the academic, hospitality, healthcare, civic, justice, public works, corporate, and commercial sectors. Sandis' designs achieve economic, social and ecological sustainability.

FIRM QUALIFICATIONS AND EXPERIENCE

Sandis has provided cities and public agencies with a wide range of civil engineering and surveying services on an as-needed basis. Our contracts include the City of San Jose Master Services Agreement; City of Palo Alto On-Call Traffic Engineering; Town of Moraga On-Call Engineering, City of Walnut Creek On-Call Traffic Engineering, City of San Francisco On-Call Surveying; City of Pleasanton On-Call Surveying, and many more.

We are a full-service engineering firm prepared to provide the full scope of services outlined in the City's RFQ. The team presented herein has a diverse range of experience providing engineering design, technical specifications, cost estimates, construction support, topographic surveys, and traffic engineering to local cities within as-needed service contracts.

STAFF EXPERIENCE

The team will be led by Principal-in-Charge Ron Sanzo, PE, TE, PTOE, an experienced civil and traffic engineer with decades of experience providing cities with civil and traffic engineering solutions. He will be supported by Project Manager Joe Paull, and Sandis' in-house traffic engineering, civil engineering, surveying and utility locating teams, in addition to subconsultants Interface Engineering, for MEP, and Gates & Associates, for Landscape Architecture. Detailed resumes for key staff can be found in the appendix of this proposal.

Professional Qualifications

Sandis has provided nearly six decades of civil engineering, surveying, and traffic engineering services for the growth, development, and overall improvement of local cities, town, and districts. We have a long list of on-call clients that include local cities and public agencies. The team presented herein is backed by decades of successful civil engineering, surveying and traffic engineering services for a variety of projects and will use this experience to meet the City of Turlock's needs.

FIRM	PERSONNEL NAME	ROLE	SERVICE	YEARS OF EXPERIENCE	LICENSES
SANDIS	Ron Sanzo, PE, TE, PTOE	Principal-in-Charge	Civil/ Traffic Engineering	18 years of experience 16 years with Sandis	PE CA #79305 TE CA #2693
	Laura Cabral, PLS	Principal-in-Charge	Surveying	35 Years of Experience 35 Years with Sandis	PLS CA #7756
	Joe Paull, EIT	Project Manager	Traffic Engineering	9 years of experience <1 years with Sandis	EIT
	Brendan Pang, EIT	Design Engineer	Traffic Engineering	6 years of experience 6 years with Sandis	EIT
	Thurein Shwe, EIT	Design Engineer	Traffic Engineering	5 years of experience 2 year with Sandis	EIT
	Nathan Allen, PE, QSD/P	Project Manager	Civil Engineering	21 years of experience 14 years with Sandis	PE CA #76072 QSD/P #21826
	Nick Chandler, PE	Project Engineer	Civil Engineering	12 years of experience 10 years with Sandis	PE CA #89377
	Greg Trela, EIT	Design Engineer	Civil Engineering	6 years of experience 6 years with Sandis	EIT
	Chris Cintean, PLS	Project Manager	Surveying	20 years of experience 8 years with Sandis	PLS CA #8941
	Felipe Vera, PLS	Project Manager	Surveying/ Construction Staking	33 Years of Experience 1 Year with Sandis	PLS CA #8600
	Eric Low, PLS	Project Surveyor	Surveying	30 years of experience <1 year with Sandis	PLS CA #8132
INTERFACE ENGINEERING	Shawn MacLean, PE	Principal-in-Charge	Mechanical, Electrical, Plumbing	20 years of experience	PE CA #M34857 NCEES Certified
	Dominic Pedotto PE	Lead Mechanical	Mechanical	15 years of experience	PE CA#M40760
	Wesley Lau PE, LEED AP	Lead Electrical	Electrical	15 years of experience	PE CA#E22027
	Thomas De Senna, PE	Lead Plumbing	Plumbing	18 Years of Experience	PE CA#M34908
GATES	Charles Gardella, RLA, PLA, QSD/P, CPESC, LEED	Principal-in-Charge	Landscape Architecture	23 years of experience	RLA #4721

3. SERVICES AND HISTORY





IN-HOUSE SERVICES

Sandis is a full service civil engineering, surveying and planning firm. Our engineering team will be supported by civil engineering, traffic engineering, surveying, utility locating, QSP/QSD, and planning departments that can help us meet any task orders issued by the City of Turlock.

Civil Engineering: Site layout; grading and drainage plans; utility plans; road improvements; drainage/flood studies; creek improvements; NPDES compliance; construction erosion control plan; post construction erosion control plan; storm water quality control plan; regional water quality control board coordination; hydronic heating lines alignment and routing; chilled water alignment and routing; gas lines alignment and routing; steam lines alignment and routing; electrical system alignment and routing; telecommunications lines alignment and routing; cost estimating; bidding and permitting services; construction administration; preparation of record drawings; and plan checking/peer review.

Surveying and Mapping: Boundary survey; topographic survey; ALTA/NSPS survey; construction staking; tentative map; parcel maps; record of survey; easements/plats/legal descriptions; subdivision mapping; control survey; condominium plans; FEMA certificates; as-built survey; GPS surveys; levelling; lot line adjustments; right-of-way engineering; elevation verification; drone surveying, LiDAR, annexation surveying services, and horizontal and vertical control plans.

Traffic Engineering: Traffic control plans; traffic pattern impact; traffic signal plans; pedestrian studies; traffic signal warrant analysis; capacity analysis; roundabout analysis; traffic forecasting; traffic safety evaluations; trip generation studies; state permitting applications; traffic studies; traffic counts; road way geometrics; intersection design; circulation plans; parking studies; pavement delineation and signing plans; construction staging plans; traffic impact analysis; traffic operation studies; and interchange analysis.

Utility Locating: Public and private underground utility forensic mapping for pre-survey engineering design; underground utility forensic for site information modeling; GPS & CAD utility mapping; utility designation; passive including GPR & active electromagnetic locating; and wet and dry conduit locating.

QSP/QSD: BMP check lists; risk assessments & determination reports; water pollution control drawings, details & updates; SWPPPs, templates, exhibits & document management; discharge reporting; establishment of project accounts on smarts website; submittal coordination of PRDS & project certification; coordination & implementation of BMPs; REAP inspections; pH & turbidity sampling & monitoring; preparation of annual reports; on-site BMP training for general contractors & major subs; NOAA website monitoring.

3D Laser Scanning: As-built surveys; construction documentation; architectural surveys; topographic surveys; volume analysis / calculations; monitoring; drainage surveys; and solar panel surveys.

PROJECT EXPERIENCE

Sandis is currently working with the City of Turlock on intersection improvements at Countryside Drive. Much of the team presented herein, including Principal-in-Charge Ron Sanzo, PE, TE, PTOE and Project Manager Joe Paull, are involved in that work.

With 59 years of delivering successful projects, Sandis has developed a proven approach to managing on-call contracts that maintain reliable and high-quality services and deliverables.

Sandis takes a systematic approach to all projects beginning by organizing a team of individuals and discipline experts who know and understand the expertise, coordination, and collaboration needed for a contract requiring a wide range of civil engineering, surveying and traffic engineering services.

Principal-in-Charge Ron Sanzo, PE, TE, PTOE and Project Manager Joe Paull, understand that coordination and open communication with the City of Turlock and its stakeholders are critical factors in delivering a successful project.

Ron and Joe will work with Sandis' in-house team of civil engineers, surveyors, traffic engineers, and our expert subconsultants to deliver comprehensive as-needed services to the City.

Our team understands the importance of a strong project management team that is knowledgeable in engineering services and has worked with engineering and public agencies across Northern California.

PUBLIC AGENCY EXPERIENCE

City of Turlock Intersection Improvements at Countryside Drive

City of San Jose Civil Engineering Master Services Agreement

City of Pittsburg Frontage Road Living Green Trail

Town of Moraga On-Call for Engineering Services

City of Palo Alto On-Call for Civil and Traffic Engineering Services

East Bay Regional Park District On-Call Traffic Engineering Services

City of Sunnyvale On-Call Engineering Support Services

City of Palo Alto On-Call for Civil and Traffic Engineering Services

Mid-Peninsula Regional Open Space District On-Call Engineering and Surveying Services

City of Roseville On-Call Professional Design Services

Department of General Services On-Call Engineering Services

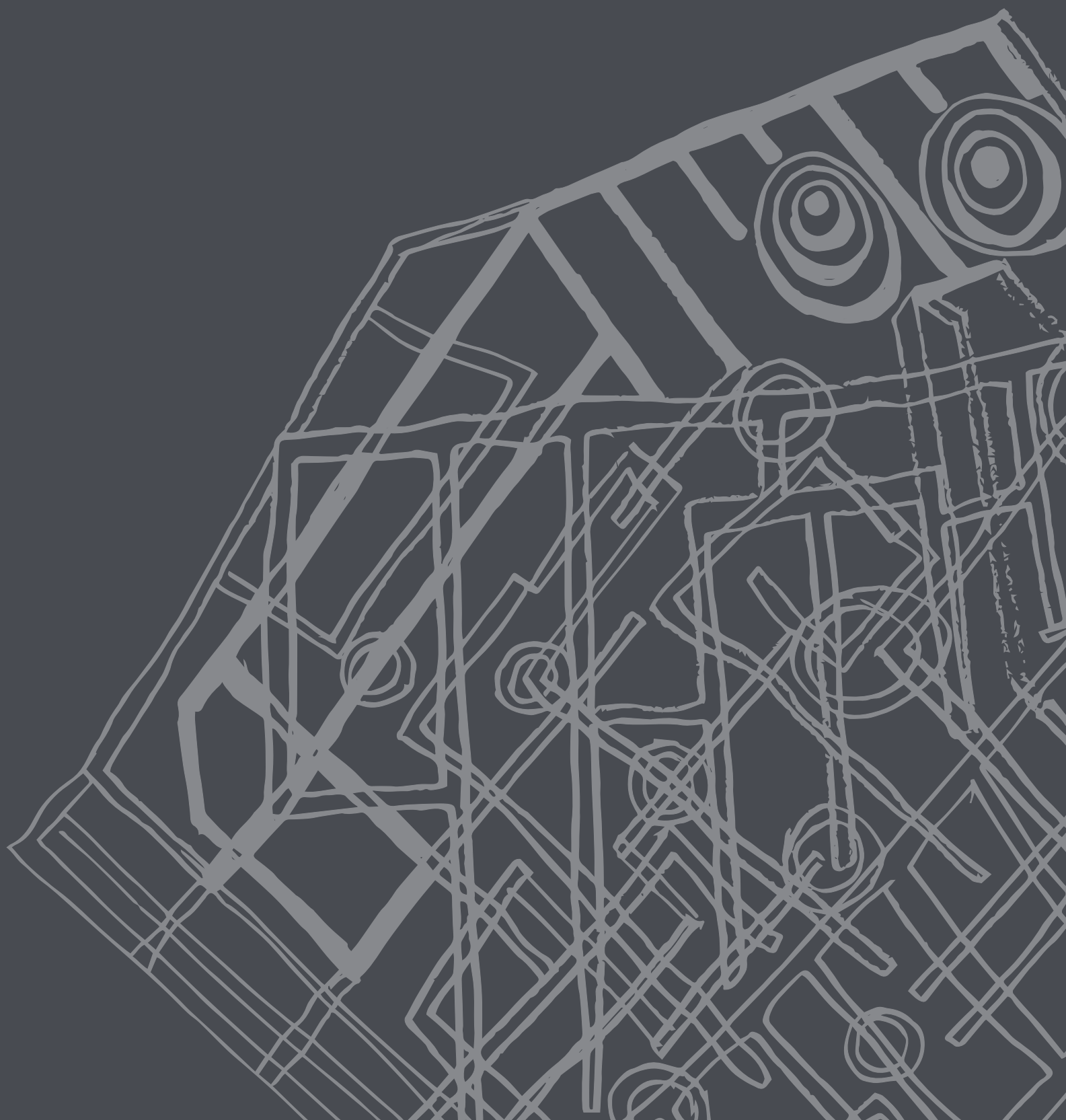
Stanford University, On-Call Civil and Traffic Engineering

Santa Clara Valley Water District On-Call Traffic Engineering Services

Central Contra Costa Sanitary District On-Call Agreement for Technical Consulting

City of San Francisco On-Call Surveying Services

4. RESPONSE TIME



RESPONSIVENESS TO CITY STAFF

Project scheduling is one of the most important steps in the project planning process. Our team understands that communication is the key to project success and will work to respond to City inquiries quickly and efficiently. At the start of a project, Principal-in-Charge Ron Sanzo, PE, TE, PTOE and Project Manager Joe Paull will create an in-house work plan and project schedule for each project and work with City staff to ensure that it meets expected timelines and goals. We utilize specialized tools to manage cost, schedule, and scope to keep projects on- time and within budget.

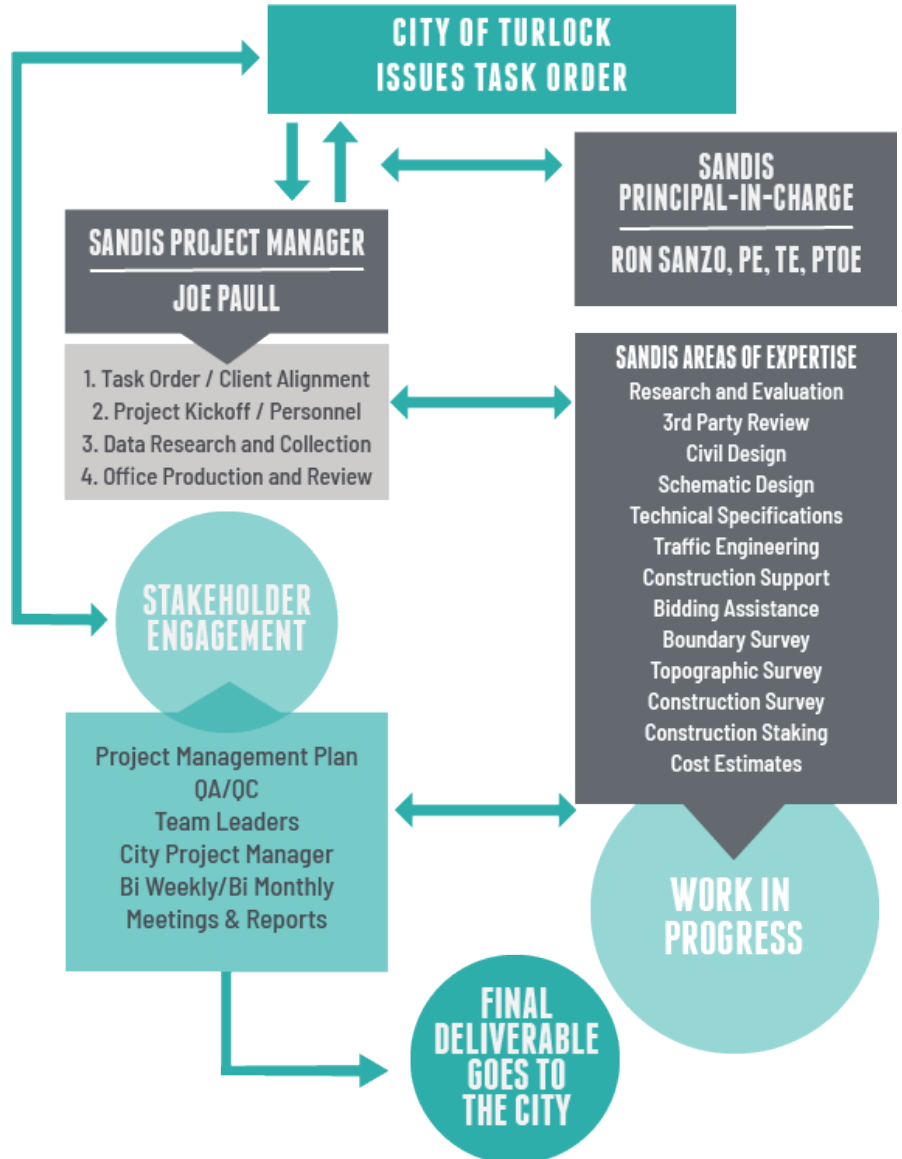
Ron and Joe will have the support of project managers from the Sandis civil engineering team, and survey team, as well as subconsultants Gates & Associates for landscape architecture and Interface Engineering for mechanical, electrical, and plumbing.

RESPONSIVENESS AND TIMELY SERVICE

To track, update and manage our work, Sandis utilizes the cloud based project management software, **Liquid Planner**. This software stores all of our survey and engineering operations in a single database.

At a moment's notice, we can review the progress on any project, down to the task level of detail. Our teams work in the software all day, updating progress, adding more detail to the work plans and updating completed documents. **LiquidPlanner** allows our teams to rank priorities so that all deadlines are met on the individual and team level. Benefits of our project management software, LiquidPlanner are listed below:

- Live data, full transparency and visibility into all projects.
- High level of project work planning on individual and team level.
- Built in project schedule, milestones and budgets.
- Team collaboration takes place directly in the workspace.
- Individual access to to-the-minute top priority work.
- PMs will have an accurate project schedule and know immediately when something is at risk.
- PMs have to-the-minute, accurate information to share with clients for more meaningful internal discussions.
- Senior PMs can monitor resource levels on each project and help move resources as needed to keep projects on-schedule.



TEAM RESOURCES

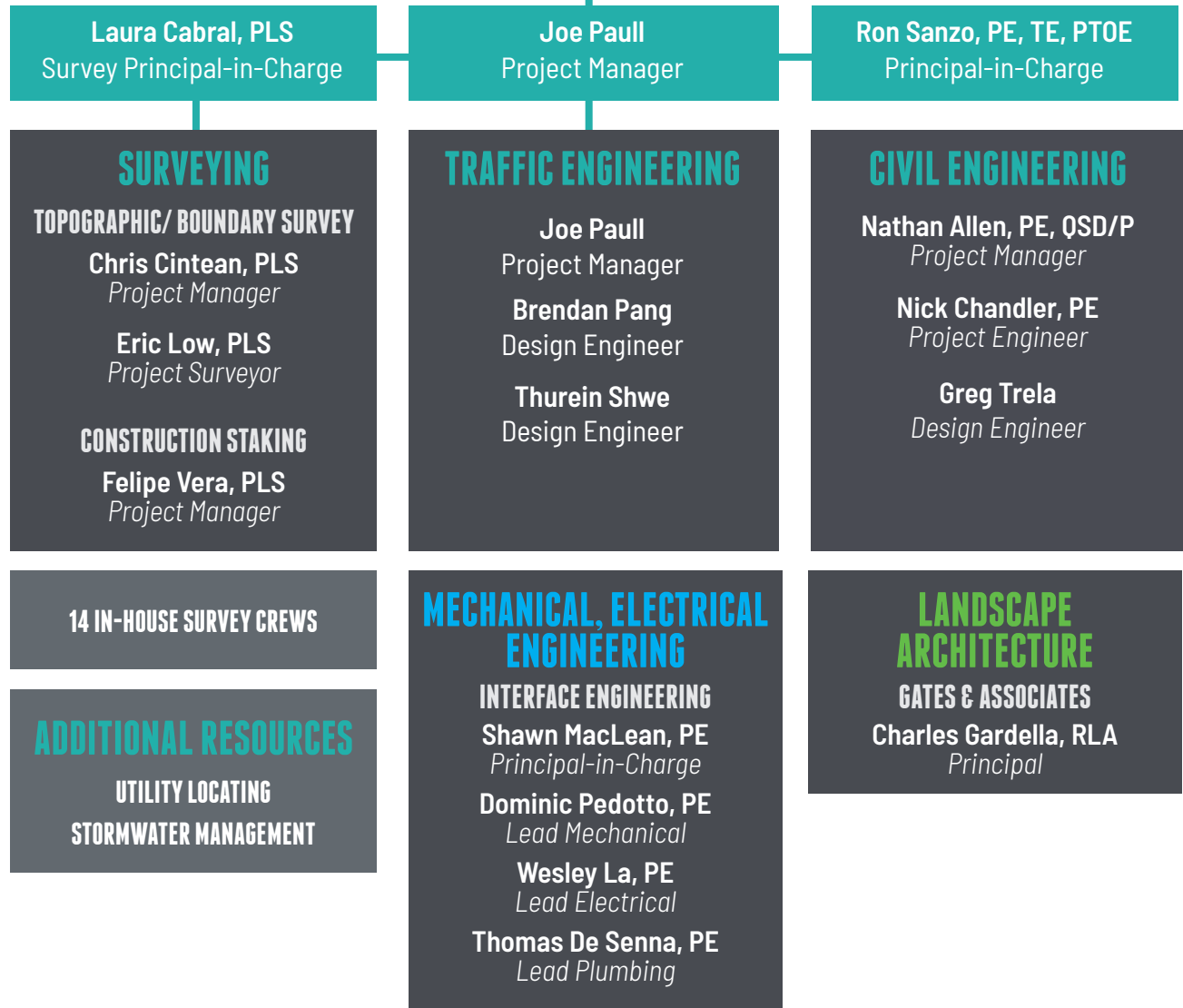
The Sandis Team proposed on this contract will be committed to providing engineering and surveying services from inception through construction. Sandis and our subconsultants are supported by multi-specialty staff within their firms. Our teams can rely on a diverse in-house staff that include traffic engineering, civil engineering, surveying, stormwater, utility locating, and administrative staff. The chart below illustrates Sandis’ staffing resources as well as those of our expert subconsultants. Our team will have the support of landscape architects and mechanical, electrical, and plumbing engineers. If necessary, we are able to add and remove staff as the needs of a project change.

SANDIS FIRM RESOURCES	
120 Total Staff	
ENGINEERING STAFF	LAND SURVEYING STAFF
Licensed Civil Engineers 14	Licensed Land Surveyors 6
Engineering Staff 29	Office Surveyors 10
Traffic Engineering 5	Survey Field Crew 22
QSD/P 4	Utility Locating 4
Administrative 15	Project Managers 15

SUBCONSULTANTS

LANDSCAPE ARCHITECTURE	MECHANICAL, ELECTRICAL, PLUMBING
Gates & Associates 27 Staff	Interface Engineering 259 Staff

TEAM ORGANIZATION CHART



SUB-CONSULTANTS

Gates + Associates <i>Landscape Architect</i>	Interface Engineering <i>Mechanical, Electrical, Plumbing</i>
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RON SANZO, PE, TE, PTOE
PRINCIPAL-IN-CHARGE

18 Years of Experience
16 Years at Sandis

As Principal-in-Charge, Ron has extensive experience in providing civil engineering and traffic engineering services for local cities. Ron has extensive experience in the design and implementation of public roadway and infrastructure improvement projects. Ron understands the importance of early and regular communication with agencies, cities, stakeholders and the community to ensure that all parties are aware of the project objectives and goals. He will lead the Sandis team and ensure that the City of Turlock receives the highest quality engineering services.



LAURA CABRAL, PLE
PRINCIPAL, SURVEYING

35 Years of Experience
35 Years at Sandis

Laura has over 35 years of surveying experience and has been actively involved in hundreds of on-call surveying contracts for public agency and infrastructure related work. As a land surveyor with extensive topographic surveying knowledge in the public works sector, Laura's experience, coupled with her ability to effectively manage quick response survey requests, make her an invaluable asset to this team. As Principal-in-Charge for Surveying, Laura will lead the team in delivering quality surveying services to the City.



JOE PAULL
PROJECT MANAGER, TRAFFIC ENGINEERING

9 Years of Experience
1 Year at Sandis

Joe's experience includes a combination of civil engineering, traffic engineering, and transportation design. His knowledge of construction inspection also grants him a unique insight into the value of constructibility of engineering solutions. He will provide traffic engineering project management support for projects ranging from access planning for pedestrians, bicyclists and people with disabilities; road diet assessments and concept development; traffic impact studies; parking impact evaluations and mitigations; area-wide master planning; and trail feasibility studies.



BRENDAN C. PANG, EIT
DESIGN ENGINEER, TRAFFIC ENGINEERING

6 Years of Experience
6 Years at Sandis

Brendan has been a member of the Sandis design engineering team for 6 years, working with traffic engineering projects across Northern California. Brendan's supports the traffic engineering team in providing design for traffic control plans, base plans, utility plans, signage and striping, signalization in addition to providing design support for general civil engineering projects. Brendan is part of the Sandi team currently working with the City of Turlock on the intersection improvement project at Countryside Drive.



THUREIN SHWE, EIT
DESIGN ENGINEER, TRAFFIC ENGINEERING

5 Years of Experience
 2 Years at Sandis

Thurein has 5 years of traffic and transportation engineering experience. He is part of the Sandis team providing intersection improvements for the City at Countryside drive. Thurein will support the traffic engineering team providing traffic flow analysis, design for traffic control plans, signage and striping, signalization in addition to providing design support for general civil engineering projects.



NATHAN ALLEN, PE, QSD/P
PROJECT MANAGER, CIVIL ENGINEERING

21 Years of Experience
 14 Years at Sandis

Nathan Allen has 21 years of civil engineering experience. Nathan's expertise brings projects from the initial feasibility/planning stages to construction and documentation phase. Nathan also manages the planning, coordination, design, and approval processes of the proposed project. With a strong technical background, Nathan understands the dedication, work ethic, and responsiveness required to complete a successful project. These skills enable him to successfully navigate numerous projects, pro-actively identify potential obstacles, and to meet the project demands.



NICK CHANDLER, PE
PROJECT ENGINEER

12 Years of Experience
 10 Years at Sandis

Nick has 10 years of civil engineering experience. Nick has a wide array of civil engineering experience across a variety of industries including civic/recreation, education, medical facilities, and commercial projects. He works closely with regulatory agencies to ensure that Sandis' design drawings are accurately designed and documented to meet state, local, and federal regulations so that construction permits can be obtained on schedule.



GREG TRELA
DESIGN ENGINEER

6 Years of Experience
 6 Years at Sandis

Greg has 6 years of civil engineering experience. Greg's experience includes projects in civic/recreation, medical facilities, commercial properties, education, pipeline, roadways and master planning. He brings accuracy, precision and thoughtful solutions to every project he is a part of. Greg will support the Sandis civil engineering team, assisting in permitting, specifications, schematics, and more.



CHRIS CINTEAU, PLS
PROJECT MANAGER, SURVEYING

20 Years of Experience
8 Years at Sandis

Chris has over 20 years of surveying experience. Chris has worked with cities across California, and understands local and state requirements, as well as how to best coordinate with City staff for timely project deliverables. Chris is part of the Sandis team providing comprehensive services to the City of Turlock for the Countryside Drive Intersection Improvements and will work to continue providing reliable surveying services to the City.



FELIPE VERA, PLS
PROJECT MANAGER, CONSTRUCTION STAKING

33 Years of Experience
1 Year at Sandis

Felipe has 33 years of surveying experience. Felipe has worked as a field surveyor to party chief, survey coordinator to project manager. He understands how every role fits into the larger picture of project success. Felipe brings decades of construction staking experience on high-profile construction projects like Apple Campus, Moffett Towers, Sunnyvale Town Center, Earthquake Stadium in San Jose, and more. Felipe will coordinate with the Sandis survey team and City stakeholders for any construction survey and staking needs.



ERIC LOW, PLS
PROJECT SURVEYOR

33 Years of Experience
1 Year at Sandis

Eric has 30 years of surveying experience and is a licensed surveyor. He has completed many mapping projects including Records of Survey, Tentative Parcel Map, Parcel Map, Final Maps, Corner Records and Plats. He has extensive knowledge in title and records research as well as complex deeded land evaluation. Additionally, Eric has experience with Sectional Land Surveys, managing large and small topographic surveys and performing CADD operations. Eric's survey knowledge is highly technical, and he has the ability to relentlessly search for solutions to problems.

SUBCONSULTANTS

INTERFACE ENGINEERING | MECHANICAL, ELECTRICAL, PLUMBING



SHAWN MACLEAN, PE
PRINCIPAL-IN-CHARGE

20 Years of Experience

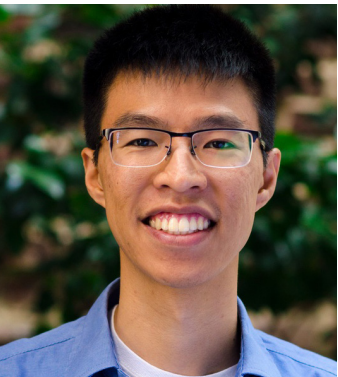
Shawn has over 20 years of professional experience in mechanical engineering design in HVAC for a variety of projects with a focus on energy efficient design. Shawn's project experience includes civic, municipal, and government buildings, commercial office buildings, mixed-use, and parks & recreation. In 2019, Shawn was listed as one of Consulting-Specifying Engineer's 40 under 40 and in 2016.



DOMINIC PEDOTTO, PE, LEED AP, BD+C MECHANICAL LEAD

15 Years of Experience

Dominic is a Senior Mechanical Engineer with over 15 years of mechanical engineering design experience. His experience consists of a wide variety of different project types including fire stations, commercial office buildings, data centers, residential, and mixed-use for both new and renovation construction projects.



WESLEY LAU, PE, LEED AP ELECTRICAL LEAD

15 Years of Experience

Wesley Lau has over 15 years of experience in electrical engineering. Wesley has worked on a wide variety of project types including civic, municipal, and office buildings and parks & recreation for both new and renovation construction projects. He also has previous experience working in the solar industry designing renewable energy systems.



THOMAS DE SENNA, PE ELECTRICAL LEAD

18 Years of Experience

Thomas has over 18 years of experience in various project types. His project experience includes projects of all scales, from retrofits to replacement, through all phases, from schematic design to construction administration. Thomas specializes in civic, municipal, and government buildings, and civic parks & recreation.

SUBCONSULTANTS

GATES & ASSOCIATES | LANDSCAPE ARCHITECTURE

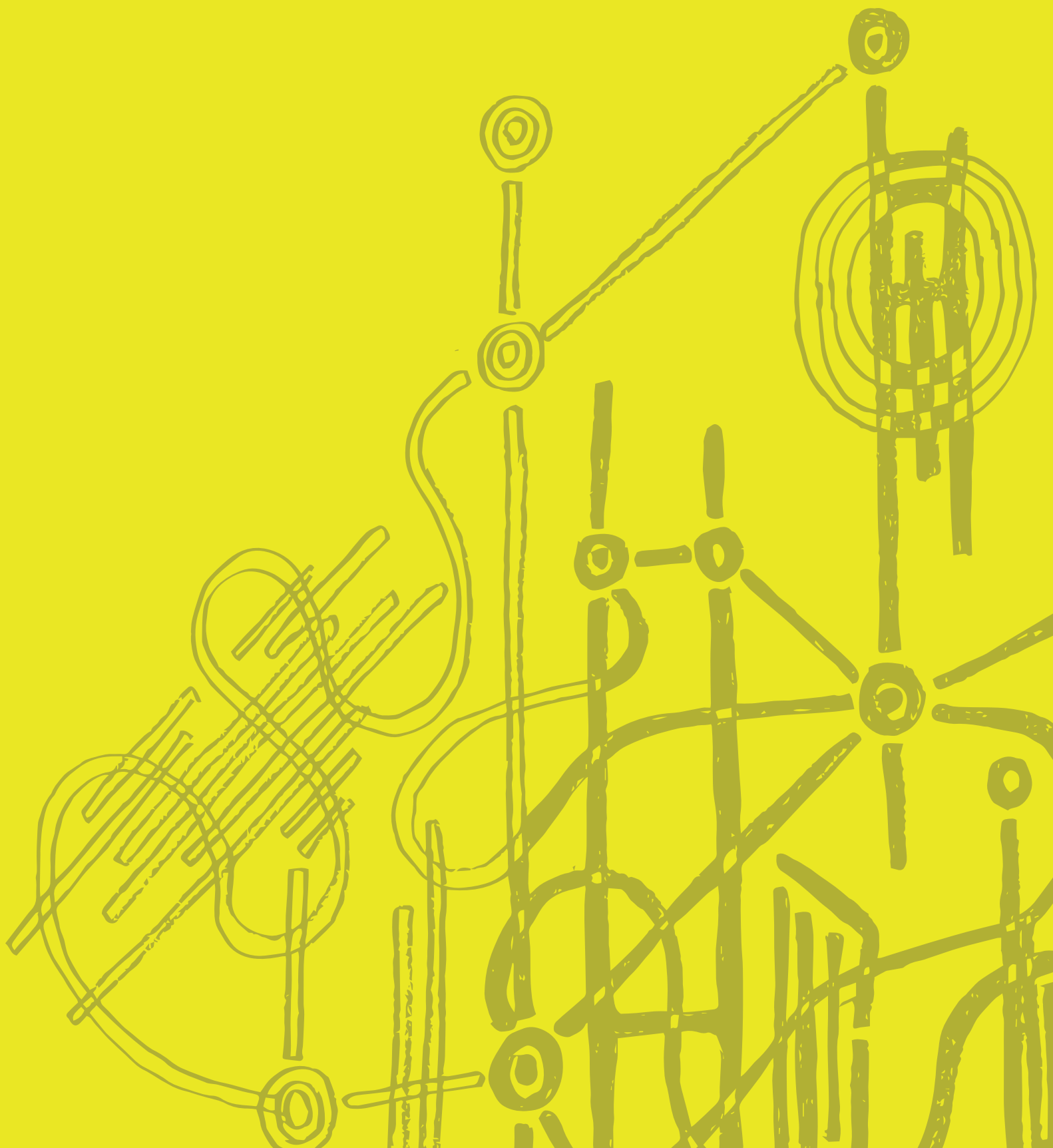


CHARLES GARDELLA, RLA PRINCIPAL-IN-CHARGE

23 Years of Experience

Chuck has worked on a wide range of public and private projects with a focus on construction documentation and administration. As an accomplished landscape architect with 23+ years of experience, he has developed a strong technical expertise that makes him an exceptional Project Manager. He will work with Sandis to provide any needed landscape architecture services.

5. PUBLIC AGENCIES



SANDIS EXPERTISE

The Sandis team has provided a diverse range of comprehensive civil engineering and land surveying services to local cities, counties and public agencies. From on-call civil, survey, and traffic engineering contracts with cities, to complex design-build contracts, our team understands the unique needs of public agency clients.

We will be able to assist the City with plan checks, review, technical specification, permitting and more using our extensive background in complex, multi-service projects. This experience has enabled our team to fully understand the standards and requirements for agency submittals, including coordination with: Local and State Fire Marshal; California Department of Fish and Game; Regional Water Quality Control Board; local water/flood control districts; City and County public works; and Caltrans.

Our success in dealing with these agencies is no accident. We are aggressive about seeking out the agencies that have jurisdiction, coordinating with them, and ultimately obtaining approvals. We understand that working with multiple agencies takes time, thus the importance of approaching early and competently.

WORKING WITH GOVERNMENTAL AGENCIES

Our project team is guided by years of public agency experience with a multitude of State Agencies including DGS, CDCR, Department of State Hospitals, CA Legislature Joint Rules Committee, many UC and CSU campuses, and dozens of K12 and community college districts throughout the state.

Decades of designing for various State agencies generates not only experience and expertise in the myriad requirements, regulations and interpretations of the relevant Building Codes, but more importantly the firms comprising our project team have developed strong relationships with the individual Plan Reviewers, Field Inspectors and Code Officials who interpret and enforce those regulations. Additionally, Sandis' expansive portfolio of work in the K12 and higher education markets help us keep up on the front lines of documentation standards and review procedures.

WORKING WITH UTILITY PROVIDERS

With decades of experience collaborating with utility providers, our team excels in establishing early and consistent communication channels. We prioritize frequent meetings with utility providers to discuss capacity issues and ensure seamless integration of our designs with their systems. This proactive approach allows us to anticipate challenges and optimize our solutions. Should any project require it, Sandis is able to call on our in-house stormwater and QSD/P team to assist in environmental permitting for larger projects. Our team is familiar with navigating projects through the CEQA process, integrating mitigation measures for certifications of EIR Reports and Mitigated Negative declarations alike.



Public Agency Experience

- Local Fire Marshal
- State Fire Marshal
- Division of State Architect
- California Department of Fish and Game
- Regional Water Quality Control Board
- Local Water / Flood Control Districts
- City and County Public Works
- Caltrans
- Office of Historic Preservation
- Regional Water Control Board
- DGS
- CDCR
- Department of State Hospitals
- CA Legislature Joint Rules Committee
- University of California Campuses
- California State University Campuses
- Dozens of K12 Districts
- Dozens of Community College Districts
- Department of Toxic Substances Control
- Regional Air Quality Control Board

Our team has provided engineering and surveying services for public agencies across California. At Sandis, we define our success by the innovative thinking we put forth, the relationships we create with our clients, partners, and collaborating agencies, and the improvements we contribute to our communities. Our ability to think on our feet and deliver creative problem solving solutions guides everything we do. At our core, Sandis is a team of innovative problem solvers, constantly finding ways to better our communities.

Sandis has successfully completed hundreds of projects with public agencies throughout Northern California. As such, we are intimately familiar with the processes required to successfully carry out public works projects that best serve their communities and create a lasting impact. Our public works expertise includes parks, fire stations, libraries, public schools, power supply, sanitary sewer projects and transportation infrastructure such as roads, bridges and airports. Sandis' professional services for public works projects begin with preliminary design and span through construction administration.

Sandis has decades of experience managing multi-disciplinary teams consisting of civil engineers, land surveyors, landscape architects, environmental engineers, geotechnical engineers, and structural engineers. We routinely coordinate and manage multiple stakeholders, including Cities, Counties, Water and Utility Districts, Business Districts, and local communities. We support our clients thorough design, bidding, and construction and will even have a full-time engineer located on-site at the job trailer if a specific project requires it.

One of our major projects, in addition to the work highlighted in Section 7, is our work with the Department of General Services. Sandis currently holds a master services contract for civil engineering and surveying, and are providing a range of services for important infrastructure work throughout Northern California.

DEPARTMENT OF GENERAL SERVICES (DGS) CIVIL RETAINER COBB MOUNTAIN ACCESS ROAD REPAIRS



Cobb Mountain Access Road

As part of a Department of General Services Civil Retainer, Sandis is delivering civil engineering and surveying services to repair a CHP telecommunications tower access road on Cobb Mountain, Lake County, CA.

This emergency project addresses significant damage from the 2015 Valley Fire, which left the road obstructed by debris, downed trees, and prone to washouts from subsequent rains. The project will ensure safe and permanent access to the site, which is shared by CHP and other users.

The project is being executed in three phases: Preliminary Plan, Working Drawings, and Construction. Sandis' scope

includes topographic and boundary surveys, title and geotechnical reports, and civil engineering plans and specifications covering grading, drainage, and utilities. The Preliminary Plan phase has been completed, and the project is now in the Working Drawings phase.

6. REFERENCES



SANDIS REFERENCES	
Reference Name	Project Name and Description
SANG HEE CHO Associate Engineer City of San Mateo 650.522.7348 scho@cityofsanmateo.org	City of San Mateo Delaware Street Safe Routes to School Corridor Bike Infrastructure In 2020, the City adopted a new Bicycle Master Plan, focusing on Delaware Street as a key north-south bike route for Fiesta Gardens International School and George Hall Elementary School. The Delaware Street Safe Routes to School Corridor Bike Infrastructure project, identified as high-priority within the plan, emphasizes safety and community access. The project's goal is to encourage more biking and biking connections in the area, making it accessible for people of all ages and abilities, especially students traveling to school. These improvements promote non-motorized transportation for short trips, commuting, and recreation, thereby enhancing connectivity, mobility, and public health. The Class IV bike facilities start at S. Delaware Street and 19th Avenue, ending at S. Delaware Street and E. 28th Avenue. The bicycle boulevard begins at S. Delaware Street and E. 28th Avenue, connecting to the existing bike lanes on Pacific Boulevard.
PATRICK GOLIER Transportation Program Manager City of Lafayette, Engineering Department 925.299.3229 pgolier@ci.lafayette.ca.us	City of Lafayette Multi-Use Pathways and Schools Safety Sandis is providing civil engineering, traffic engineering and surveying services for the City of Lafayette's Multi-Use Pathways and Schools Safety Project. The first segment of the project includes planning, environmental, design and construction services for a Class 1 multi-use pathway on School Street and Topper Lane as well as a sidewalk addition. The project goal is to provide the Stanley Middle School and Lafayette Elementary School students with a safe and more comfortable means of walking or bicycling to school from surrounding neighborhoods. Segment two of the Multi-Use Pathways and Schools Safety project includes planning and design for a school drop-off/pick-up area for Stanley Middle School. This segment also includes an extension and expansion of the existing sidewalk to Topper Lane. The project goal is to reduce the vehicle congestion around the middle school's drop-off area, including intersection signalization.
SHAHLA YAZDY Project Engineer City of Palo Alto 650.617.3151 Shahla.Yazdy@cityofpaloalto.org	City of Palo Alto Churchill Avenue Corridor Improvements Sandis is providing engineering and surveying services for multi-modal improvements along the Churchill Avenue corridor between El Camino Real and Alma Street in Palo Alto. The project involves coordination with numerous stakeholders including the local community, PALY High School, Palo Alto Bicycle Coalition, Caltrans, and Stanford University. A series of multi-modal improvements including a two-way cycle, Signal improvements, enhanced class II bicycle lanes, and traffic calming measures are being proposed. As part, utility relocations and additional land easements where necessary to accommodate the Class I facility. Significant sidewalk and ADA improvements are being made to improve pedestrian safety. The improvements include new curb ramps, sidewalk bulbouts, sidewalk widening, and ADA ramps. Sandis led the consultant team during preliminary design, outreach, and PS&E. The project is currently nearing 100% final design.

7. SAMPLE OF WORK



CITY OF TURLOCK INTERSECTION IMPROVEMENTS AT COUNTRYSIDE DRIVE AND BUSINESS ENTRANCE

Turlock, CA; 2024 - Ongoing



Sandis is providing civil engineering, traffic engineering and surveying services for improvements to a major commercial intersection in the City of Turlock.

Countryside Drive is an important portal to the Countryside Plaza shopping center and Walmart, providing access to Turlock residents and shoppers coming from Highway 99.

The four-lane roadway experiences heavy traffic volumes during peak hours, making access to the numerous shopping center driveways difficult for left-turning vehicles, with long queues and blocked vehicles.

The project aims to enhance the traffic flow, safety, and efficiency at the intersection through physical roadway and signal improvements.

The Sandis team first worked to understand major turning movements, vehicle destinations, and overall traffic patterns. The research includes reviewing existing traffic counts, queuing analysis, field observations, and reports.

After research, the Sandis team is preparing to provide a series of services, including surveying, traffic signal design, and the development of construction-ready bid packages.

The deliverables will include survey maps, traffic signal layouts, and comprehensive plan sets necessary for construction.

Sandis is planning to present several options to the City before moving to schematic design phase.

Additionally, beautification improvements are to be included in the work, as well as compliance with City and Federal grant standards for traffic and roadway design.

CONTRACTING AGENCY

City of Turlock

CONTRACT AMOUNT \$138,540

CITY OF SAN JOSE MASTER SERVICES AGREEMENT CIVIL ENGINEERING SERVICES San José, CA; 2021 - 2023



Sandis provided as-needed comprehensive engineering consultant services for various City of San José facility capital projects including parks, community centers, libraries, police and fire stations, roads, streetscapes, and bridges.

Scope of services include development of conceptual level engineering through design development and construction administration.

Newbury Park Sandis provided surveying and engineering services for the design and development of Newbury Park. Sandis' services consist of the development of the new park and supporting infrastructure including utilities and site work. Surveying services include a topographic survey.

Fire Station No. 36 Feasibility Study Sandis prepared a Feasibility Study for the development of a 2 story fire station and supporting infrastructure including utilities, site

work, retaining wall and Stormwater treatment. The City constructs new and replacement fire stations and reviewed potential sites for a new Fire Station No. 36.

The City flagged the open area near the intersection of East Capitol Expressway and Tuers Road, southeast of Los Lagos Golf Course, as a potential site for a future fire station. The intent of the feasibility study was to assist the City by providing an understanding of the necessary site improvements and the approximate civil related development costs to construct a new fire station on the proposed project area.

Happy Hollow Park and Zoo Sandis provided surveying and engineering services for Happy Hollow Park and Zoo. Scope of work includes removing and replacing existing chain-link fence, providing erosion control, and installing infiltration drainage at the base of the fence.

9240 Trail, Coyote Creek, Singleton Road Interim Bridge Sandis provided construction staking for the Coyote Creek and Singleton Road Interim Bridge

Havana-Midfield Pocket Park Sandis provided engineering services for the Havana-Midfield Pocket Park including an infiltration testing and report.

CONTRACTING AGENCY

City of San Jose

CONTRACT AMOUNT \$115,941

CITY OF PITTSBURG FRONTAGE ROAD LIVING GREEN TRAIL

Pittsburg, CA; 2022 - Ongoing



The Frontage Road Living Green Trail is a project identified in the City of Pittsburg's Green Stormwater Infrastructure Plan.

The City successfully competed to receive a grant to fund the development of a Class I Trail along Frontage Road from Dover Way to Chelsea Way between the Caltrans sound wall and Frontage Road. This area of the City is part of an underutilized remnant parcel that was created when Highway 4 was constructed.

The project will include the construction of approximately 1,400 l.f. of a bicycle and pedestrian trail. The City intends to construct a 12 foot wide Class I trail to connect to an existing trail system and activate the area for pedestrians.

While improvements to this parcel will be restricted by utility lines and easement, the project offers a significant opportunity to provide much-needed "park" space for the local community.

Frontage Road is approximately 46 feet wide which is too wide for a residential area. We are proposing a Road Diet by moving the northside curb approximately 10 feet to the south.

This will decrease Frontage Road to 36 feet which is more in line and consistent with the rest of the neighborhood. This will also move the proposed trail further away from the PG&E power poles allowing us more opportunity to plant trees for additional shade for pedestrians.

In addition, moving the curb will allow us ample room to design bioretention areas to treat not only the trail but also half of the existing imperviousness of Frontage Road.

The community has expressed interest in converting this "abandoned" parcel into a community asset with attractive drought tolerant plants and shade trees.

Planting will need to be low maintenance, meet utility company guidelines, and will be low growing to avoid creating areas for unsheltered occupancy. Potential amenities to enhance community use of space might include a half court basketball, dog area, play elements, seating, educational signage, and art.

Sandis is providing civil engineering, traffic engineering, surveying, and utility locating for this project. We are also working with proposed subconsultant Gates & Associates to provide landscape architecture for the work.

CONTRACTING AGENCY

City of Pittsburg

CONTRACT AMOUNT \$258,495

TOWN OF MORAGA ON-CALL TRAFFIC ENGINEERING SERVICES

Moraga, CA; 2023 – Ongoing



As part of an on-call agreement with the Town of Moraga, in early 2021, the Town of Moraga discussed funding future priorities including the need for safety improvements in areas with crash history and how to be proactive to avoid future accidents.

In July 2022, the Draft Local Roadway Safety Plan (LRSP) for the Town of Moraga highlighted the Corliss Drive Safe Routes to School CIP project as being envisioned to limit traffic to a single one-way lane and re-purposing the remaining roadway width to a multi-use protected path. Sandis is providing engineering and surveying services to the Town of Moraga for the Corliss Drive Safe Routes to School Project, along with managing a multi-disciplinary team of sub-consultants.

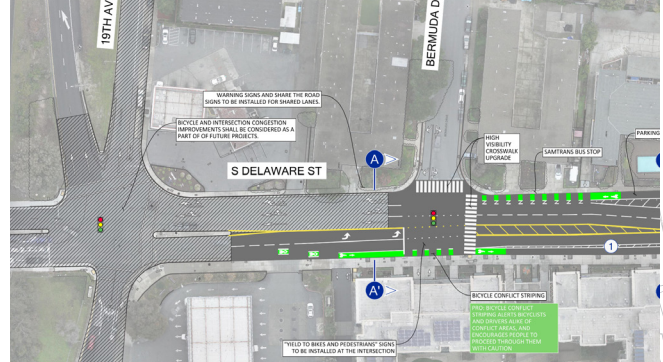
The Project is intended to improve public safety along Corliss Drive between Wakefield Drive and Arroyo Drive, including possible consideration for conversion to a one-way street along some segments between Hardy Drive and Woodside Drive, removal of street parking, installation of sidewalks, or pedestrian designated lanes separate from traffic by barricades or delineators, modification or improvements to signage or markings, or other acceptable and safe countermeasures.

CONTRACTING AGENCY Town of Moraga

CONTRACT AMOUNT \$183,795

CITY OF SAN MATEO DELAWARE ST. SAFE ROUTES TO SCHOOL CORRIDOR BICYCLE IMPROVEMENTS

San Mateo, CA; 2023 – Ongoing



In 2020, the City adopted a new Bicycle Master Plan, focusing on Delaware Street as a key north-south bike route for Fiesta Gardens International School and George Hall Elementary School. This project, identified as high-priority within the plan, emphasizes safety and community access.

The project's goal is to encourage more biking and biking connections in the area, making it accessible for people of all ages and abilities, especially students traveling to school. These improvements promote non-motorized transportation for short trips, commuting, and recreation, thereby enhancing connectivity, mobility, and public health.

Through robust community engagement, Sandis is devising a plan that will evaluate community needs for adequate access for parking, bus stops, and loading along the corridor. Initial conceptual alternatives will address safety and access concerns, supplemented by traffic operations analysis to ensure safety and access without compromising traffic flow. This evaluation will guide the selection of the preferred pedestrian and bicycle treatment, gaining public support through transparent benefit and trade-off evaluation.

CONTRACTING AGENCY City of San Mateo

CONTRACT AMOUNT \$290,970

CITY OF PALO ALTO CHURCHILL AVENUE CORRIDOR COMPLETE STREETS

Palo Alto, CA; 2014 - Ongoing



Sandis is providing engineering and surveying services for multi-modal improvements along the Churchill Avenue corridor between El Camino Real and Alma Street in Palo Alto.

The project involves coordination with numerous stakeholders including the local community, PALY High School, Palo Alto Bicycle Coalition, Caltrans, and Stanford University. A series of multi-modal improvements including a two-way cycle, enhanced class II bicycle lanes, and traffic calming measures are being proposed. Utility relocations and additional land easements were necessary to accommodate the Class I facility.

Significant sidewalk and ADA improvements are being made to improve pedestrian safety. The improvements include new curb ramps, sidewalk bulbouts, sidewalk widening, and ADA ramps. Sandis led the consultant team during preliminary design, outreach, and PS&E. The project is currently nearing 100% final design.

CONTRACTING AGENCY City of Palo Alto
CONTRACT AMOUNT \$595,949

CITY OF LAFAYETTE, SCHOOL STREET/ TOPPER LANE CLASS 1 MULTI-USE FACILITY

Lafayette, CA; 2023 - Ongoing



Sandis is providing civil engineering, traffic engineering and surveying services for the City of Lafayette's Multi-Use Pathways and Schools Safety Project. The first segment of the project includes planning, environmental, design and construction services for a Class 1 multi-use pathway on School Street and Topper Lane as well as a sidewalk addition. The project goal is to provide the Stanley Middle School and Lafayette Elementary School students with a safe and more comfortable means of walking or bicycling to school from surrounding neighborhoods.

CONTRACTING AGENCY City of Lafayette
CONTRACT AMOUNT \$601,810

CITY OF LAFAYETTE, ST. MARY'S ROAD EXPANDED DROP-OFF PATHWAY EXTENSION

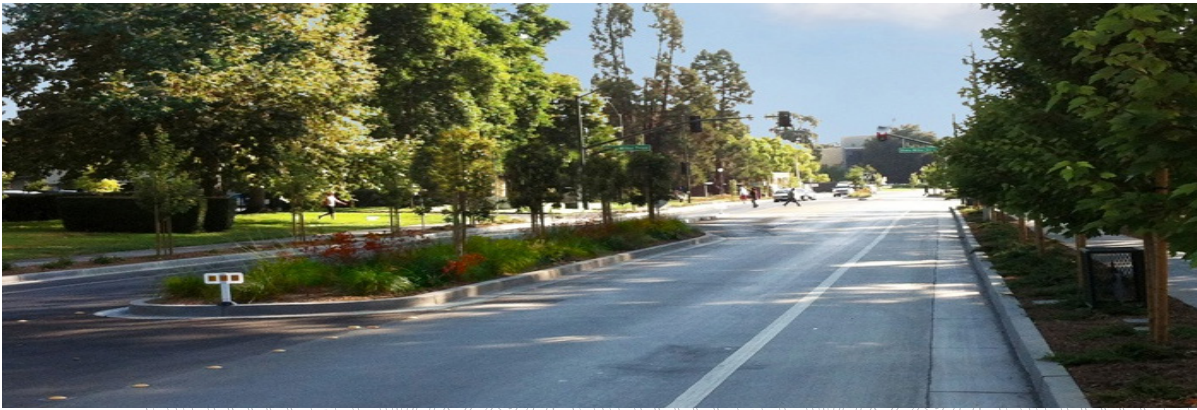
Lafayette, CA; 2023 - Ongoing

Segment two of the Multi-Use Pathways and Schools Safety project includes planning and design for a school drop-off/pick-up area for Stanley Middle School. This segment also includes an extension and expansion of the existing sidewalk to Topper Lane. The project goal is to reduce the vehicle congestion around the middle school's drop-off area, including intersection signalization.

CONTRACTING AGENCY City of Lafayette
CONTRACT AMOUNT \$290,970

STANFORD UNIVERSITY WELCH ROAD

Stanford, CA ;2011 -2014 & 2020-Ongoing



This project was a total reconstruction of the access roadway corridor. Stanford Medical Center is a healthcare campus that provides world renowned facilities for patient care and cutting-edge research. To sustain and expand these facilities, the medical center determined two new hospital buildings were required. Sandis was retained to design the necessary roadway and infrastructure upgrades to service these two new facilities.

The infrastructure was routed through the Welch Road Corridor which circles the campus and provides access to many of the facilities, including the emergency department. Due to the critical nature of this access, Sandis explored multiple scenarios for the sequencing of work in order to maintain at least one lane of traffic at all times and allow for emergency operations to occur. This required review by multiple stakeholders including local city staff, hospital operations, utility providers and constructability feedback from local contractors.

To support the increase in hospital square footage, Sandis designed all new backbone utilities along the roughly 3,300 linear foot Welch Road corridor. This included 30-inch chilled water supply and returns, 24-inch hot water supply and returns, electrical and telecom duct banks, 14-inch water-main, 6-inch gas main and the reconstruction of existing sanitary sewer and storm drain facilities to create space for the new infrastructure. These systems were owned by a variety of stakeholders including the Medical center, Stanford utilities (who provided the chilled and hot water), telecom providers, the municipal electrical company, public works, and the Water/Gas/Wastewater department. Sandis orchestrated a series of stakeholder meetings to build consensus around design approach, relevant standards and to resolve conflicts where they arose.

The road corridor itself was also improved as part of the infrastructure upgrades. The roadway was widened to allow for

a center left turn lane and bicycle lanes to be added, new landscaping and street lighting was installed, two intersections were signalized, and pedestrian safety enhancements provided. The widening required changes to the underlying roadway easement and delineation of maintenance responsibilities. Sandis prepared base surveys to establish the changes in right of way needed, facilitated discussions regarding maintenance requirements, and prepared final easement documents to memorialize the changes.

Throughout construction Sandis worked closely with the contractor, various stakeholders, and reviewing agencies to respond quickly to issues and keep the project on schedule. Ultimately this complex project was constructed on time and within budget allowing the hospital projects to proceed as scheduled.

Sandis is now providing lighting design along the corridor.

CONTRACTING AGENCY Stanford University

CONTRACT AMOUNT \$8,360,143

8. FEES





STANDARD HOURLY CHARGE RATES

Enforced: January 1, 2024, through December 31, 2026

ENGINEERING SERVICES/QSD & QSP SERVICES		2024	2025	2026
Project Specialist/Clerical		\$105.00	\$109.00	\$113.00
Computer/Field/Engineer Technician	Level 1	\$115.00	\$119.00	\$123.00
	Level II	\$125.00	\$129.00	\$134.00
	Level III	\$135.00	\$140.00	\$145.00
Sr. Engineer Technician		\$145.00	\$150.00	\$155.00
Design Engineer	Level 1	\$130.00	\$135.00	\$140.00
	Level II	\$140.00	\$145.00	\$150.00
	Level III	\$150.00	\$155.00	\$160.00
Project Engineer/Traffic Engineer	Level 1	\$170.00	\$176.00	\$182.00
	Level II	\$180.00	\$186.00	\$193.00
	Level III	\$190.00	\$197.00	\$204.00
Senior Engineer Level 1		\$225.00	\$233.00	\$241.00
Engineering Project Manager Level 1		\$215.00	\$223.00	\$231.00
Engineering Project Manager Level 2		\$250.00	\$259.00	\$268.00
Associate Principal/Sr. Project Manager/Sr. Traffic Engineer		\$300.00	\$311.00	\$322.00
Principal		\$400.00	\$414.00	\$429.00
Forensic Review/Analysis/Claim Support		\$500.00	\$518.00	\$536.00
SURVEYING SERVICES/HIGH DEFINITION SCANNING/3-D MODELING		2024	2025	2026
Computer/Surveying/Scanning Technician	Level 1	\$105.00	\$109.00	\$113.00
	Level II	\$115.00	\$119.00	\$123.00
	Level III	\$125.00	\$129.00	\$134.00
Project Surveyor/Scanning Specialist	Level 1	\$135.00	\$140.00	\$145.00
	Level II	\$155.00	\$160.00	\$165.00
	Level III	\$175.00	\$181.00	\$187.00
Survey Project Manager Level 1		\$215.00	\$223.00	\$231.00
Survey Project Manager Level 2		\$250.00	\$259.00	\$268.00
Senior Field Survey Supervisor/AISC/Manager		\$300.00	\$311.00	\$322.00
Utility Locating Services 1-Person Crew		\$195.00	\$202.00	\$209.00
Utility Locating Services 2-Person Crew		\$320.00	\$331.00	\$343.00
1-Person Survey Crew		\$215.00	\$223.00	\$231.00
2-Person Survey Crew		\$360.00	\$373.00	\$386.00
2-Person Survey Crew with Apprentice		\$475.00	\$492.00	\$509.00
3-Person Survey Crew		\$525.00	\$543.00	\$562.00
Union Field Surveyor Official Travel		\$90.00	\$93.00	\$96.00

REIMBURSABLE COSTS: Printing, monuments, materials, outside services and consultants, courier/delivery services, express/overnight mail, travel/per diem, agency fees advanced, etc., at cost plus 10%.

OVERTIME: All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times above rates.

ESCALATION: Escalation for future years shall be at a minimum of 3.5% increase per year.

Sandis at its sole discretion may utilize its subsidiaries to perform the services presented in this proposal.

SUBCONSULTANT FEES



Interface Engineering: 2025 Hourly Rates

Senior Principal:	\$375/Hour
Principal:	\$325/Hour
Associate Principal:	\$275/Hour
Associate / Project Manager:	\$260/Hour
Sr. Engineer / Designer:	\$230/Hour
Engineer / Designer:	\$185/Hour
Project Designer / Drafter:	\$165/Hour
Administrative:	\$135/Hour

*Annual rate changes are expected to be 4% per year

RATE SCHEDULE

EFFECTIVE THROUGH DECEMBER 2025

I. HOURLY FEES**HOURLY FEES FOR SERVICES OF:****RATE PER HOUR:**

Partner	\$235.00 - \$250.00
Principal	\$220.00 - \$235.00
Associate Principal	\$205.00 - \$220.00
Senior Associate	\$185.00 - \$205.00
Job Captain	\$165.00 - \$185.00
Sr. Irrigation Designer	\$200.00 - \$210.00
Community Outreach Facilitator	\$185.00 - \$210.00
Marketing Coordinator	\$135.00 - \$185.00
Administrative/Drafter	\$135.00 - \$155.00

II. EXPENSES (REIMBURSABLES)

- A. Consultants at approximately the same rates indicated above or on consultant fee schedules.
- B. Other direct expenses at cost which may include:
 - 1. Printing and reproduction costs.
 - 2. Mileage and travel costs.
 - 3. Miscellaneous

Hourly rates may be adjusted annually and shall apply for any services rendered after that date. These adjustments are not limited to the rate per hour ranges listed above, and will not affect the total amount of compensation for services.

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services (“Agreement”) dated _____ between the City of Turlock (“City”) and _____ (“Consultant”).

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

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
QUAD KNOFF, INC. dba QK
for
ON-CALL ENGINEERING AND SURVEYING SERVICES**

City Contract No. 2025-094

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and QUAD KNOFF, INC. dba QK, a California corporation (“Professional”), on this 14th day of January 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Engineering and Surveying Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) 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 rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum compensation, and schedule (“Completion Schedule”) for providing the Services. The Service

Request(s) shall be made effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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 Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 14th day of January, 2028 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement. Any request for Services not included in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement 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, and the Service Request(s) executed under this Agreement. 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 Three-Hundred Thousand and No/100ths Dollars (\$300,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

6.3. 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.

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any

Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other

matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the

insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

27.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional:

**Quad Knopf, Inc. dba QK
Attn: Spencer Supinger
901 East Main Street
Visalia, CA 93292**

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Stephen Fremming, P.E.
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: SFremming@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

44. Execution and 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. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**Quad Knopf, Inc. dba QK, a
California corporation**

By: Amber Aguayo

Print Name: Amber Aguayo

Title: CFO/COO

Date 1/2/2025

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015
FOR
ON-CALL AGREEMENT FOR
ENGINEERING AND SURVEYING SERVICES

RFQ ISSUED: 9/27/24

QUALIFICATIONS DUE: 10/30/2024 3:00 PM

SUBMIT QUALIFICATIONS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/27/2024
- ❖ Proposals Due: 10/30/2024 3:00 PM
- ❖ City Council Approval of Agreement: 12/10/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for engineering and surveying services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
3. Assist the City's Engineering Division with presentations and/or recommendations to the City staff, committees, boards, or the Turlock City Council;
4. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City;
5. Provide, either directly, or through the use of subconsultants, the following services:
 - a. Civil, mechanical, electrical engineering design
 - b. Computer aided drafting (CAD)
 - c. Engineering services during construction (submittal and RFI review)
 - d. Boundary surveying
 - e. Topographic surveying
 - f. Construction surveying
 - g. Cost estimates
 - h. Technical specifications
 - i. Any other related service necessary to provide biddable documents and support of City's capital improvement projects.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 30 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit.

The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. 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. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;

2. Background – Provide background and history of the company’s consulting experience which specifically addresses the organization’s knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.
8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City reserves the right to enter into agreements with multiple consultants. The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant(s) shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

Deliverables such as drawings, specifications, engineering reports, and any other technical data shall be provided to the City in the form of Microsoft Office and PDF documents. Hard copies may be requested on occasion.

The capital improvement projects to be delivered under the On-Call Agreement shall not include federally funded projects. Therefore, there is no Disadvantaged Business Enterprise (DBE) goal associated with the work performed under the On-Call Agreement.

Prospective consultants should note that, while the sample On-Call Agreement is written to include a maximum compensation amount of \$300,000, the City makes no guarantee as to the amount of work to be made available to the consultant during the term of the agreement. The compensation to be made to consultants may vary from the past based on actual needs.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 30, 2024. No late submittals will be accepted.

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on USB flash drive to be considered responsive. The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. Postmark dates will not be recognized. Proposals received after the deadline will be rejected and returned unopened.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to engineering and surveying services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. Proposals will not be made available to the public or competing firms until after the selection process has been completed.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City,

including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.



CITY OF TURLOCK

STATEMENT OF QUALIFICATIONS

RFQ No. 24-015

On-Call Agreement for Engineering and Surveying Services



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2816 Park Avenue
Merced, California 95348

(209) 723-2066

October 30, 2024

P240599

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Unauthorized use prohibited

General Information

Firm Contact & Primary Person Authorized to Negotiate Contract Terms and Make Binding Agreements

Quad Knopf, Inc. dba QK

(209) 723-2066
2816 Park Avenue
Merced, California 95348

Spencer Supinger, PE, ENV SP

Merced Branch Manager/Senior Engineer
(209) 723-2066
Spencer.Supinger@qkinc.com

Professional Qualifications Necessary for Completing the Work

QK's team is comprised of twenty-two licensed civil engineers and seven land surveyors, ready to support the City of Turlock with its upcoming projects. Please reference the list below of all of our licensed civil engineers and licensed land surveyors throughout our six QK offices.

Licensed QK Engineers

Alex Dwiggins , PE Hanford Branch Manager/Senior Engineer
Brayon Rodriguez , PE Senior Associate Engineer
Brian Shoener , PE Senior Engineer
Cathy Williams , PE, QSD/QSP, ENV SP Branch Manager/ Senior Engineer
Chris Bender , PE Senior Associate Engineer
Dalton Cunicelli , PE Project Engineer
Douglas Parson , PE Principal Engineer
Greg Thompson , PE, QSD/QSP, CASp Senior Construction Manager
Haley Miller , PE Senior Associate Engineer
Ismail Niazy , PE Senior Associate Engineer
Jeff Cowart , PE VP of Quality Control & Municipal Services
Joel Thompson , PE Project Engineer
Lee A. Fremming , PE Principal Engineer/Project Manager
Martin Querin , PE Director of Water Practice
Monique Mello , PE, QSD/QSP Branch Manager, Visalia & Porterville Senior Engineer
Ron Wathen , PE President/CEO
Rebekah Godett , PE Senior Engineer
Scott Zaayer , PE Senior Civil Engineer
Spencer Supinger , PE, ENV SP Merced Branch Manager/ Senior Engineer
Stephen Bahr , PE, QSD/QSP Senior Associate Engineer

Licensed QK Surveyors

Antonio Westerlund , PLS, CFedS Senior Land Surveyor
Brandon Walker , PLS Senior Land Surveyor
David Pelton , PLS Senior Land Surveyor
Kristie Achee , PLS Senior Project Manager
Mick Padgett , PLS Senior Land Surveyor
Theresa Foster , PLS Senior Land Surveyor

Licensed QK Engineers & Surveyors

Garth Pecchenino , PE, PLS Principal Engineer / Vice President of Technical Services
John Doyel , PE, PLS, QSD/QSP Director of Municipal Services

Background



QK History

Since 1972, QK has successfully partnered with cities, counties, state agencies, and other public agencies, to leverage our talents and services to develop efficient solutions that have lasting positive impacts. These efforts result in the establishment of sustainable communities that offer a better quality of life.

Former Visalia City Manager Harry Tow and former Visalia Community Development Director Randy Zeeb established Quad Consultants in 1972 to better serve the needs of their community. In 1998, Quad Consultants merged with Knopf Engineering (est. 1976) to create Quad Knopf. This merger added the exceptional leadership of Michael D. Knopf, a known trailblazer and visionary in the community. Mike led Quad Knopf through peaks and valleys, including the Great Recession, through grit, innovation, and resourcefulness.

In 2016, Quad Knopf rebranded to QK in preparation for a new leadership chapter. In 2018, Ron Wathen, a Central Valley native and a true champion of its communities took QK's reins. Today, over 145 QKers provide civil engineering, land surveying, planning, environmental, landscape architecture, construction management, and supporting consulting services.

List of QK Employees by Role

22	Professional Engineers (PE)
8	Professional Land Surveyors (PLS)
2	Licensed Landscape Architects (LLA)
10	Assistant & Associate Engineers
10	CADD Technicians & Designers
4	Construction Managers
15	Land Use & Environmental Planners
16	Environmental Scientists
14	FAA-Certified Drone Pilots
3	Geographic Information System Specialists



QK is one of the most qualified civil/survey firms in California:

- Over 50 years of **experience providing professional engineering services to governmental agencies as City Engineer, District Engineer and various on-call Civil/Land Surveying Services.**
- Key personnel with experience in working for local government and affiliated agencies.
- Professionally registered, licensed, and certified staff in a variety of disciplines (**PE, PLS, AICP, ASLA, LEED AP, QSD/QSP, PMP, ISI, ENVSP**).
- A verifiable record of widely varied and successful project experience.
- Direct, concentrated involvement of senior professionals.
- Documented Quality Management Program (QMP).
- Effective Project Management utilizing real-time Deltek Vision integrated management platform and reporting.

Additionally, QK is:

- A California Rural Water Association (CRWA) Preferred Provider
- A San Joaquin Valley Blueprint Award Winner
- A Tulare County Association of Governments Local Motion Award Winner
- An APWA & APA Project Award Winner
- A Three-time honoree Zweig White Hot Firms List
- A Five-time honoree California Engineering News Record Top Design Firms

For additional project experience, please see page 18 for the Appendix including our team resumes.

The following is a small sample of our many active Special District or Public Agency clients:

- City of Fresno
- County of Fresno
- City of Selma
- City of Lemoore
- City of Lindsay
- City of Exeter
- City of Delano
- City of Woodlake
- County of Merced
- City of Chowchilla
- City of Dos Palos
- City of Merced
- City of Atwater
- Hilmar County Water District
- Merced Irrigation District
- Housing Authority of the County of San Joaquin
- Le Grand Community Services District
- Delhi County Water District
- South Dos Palos County Water District
- Merquin County Water District
- Midway Community Services District
- Franklin County Water District
- Winton Water & Sanitary District
- Merced College
- Merced County Regional Waste Management Authority

"QK is a professional organization that provides trained, knowledgeable staff who listen to our needs in the delivery of projects and services to the City."

- Roman Dowling, PE - Public Works Director/City Engineer, City of Delano

Managing On-Call Assignments and Deliverables

Steps to Success



Understand Project Goals and Deliverables

- Creating a shared vision of completion obtained thorough scope development and project kickoff

Project Execution Through Delivery



- Setting a defined project schedule, including tasks and milestones
- Regular communication with City of Turlock staff via in-person/virtual meetings, emails, and phone calls that cover:
 - Updates and progress
 - Coordination with any stakeholders
 - Discussions due to unforeseen problems or issues
- Serving as an extension of City staff with seamless collaboration
- Implementing mandatory QA/QC process for best outcomes
- Leveraging agency relationships for successful project delivery
- Conducting plan checks for constructability while managing contractor relationships



Delegation

- Assigning experienced team members and resources to ensure deliverables are completed on time and within budget using our internal automated system to track budges and deliverables



City of Woodlake Castle Rock St. & Sierra Ave. Roundabout

Woodlake, CA

Case Study: Municipal On-Call Services

Contract City Engineer/Surveyor and On-Site Planning Services

Lemoore, CA

OWNER

City of Lemoore

Kristie Baley
Management Analyst
711 W. Cinnamon Drive,
Lemoore, CA 93245
(559) 924-6740
kbaley@lemoore.com

DATES

Start Date	2013
Completion Date	Ongoing

Project Description

Since 1998, QK has been providing contract City Engineering services to the City of Lemoore. Serving as an extension of City staff, QK currently serves as the City Engineer/City Surveyor to the City. Additionally, since 2013, QK has provided technical planning services to the City and has served as City Planner to the Planning Commission and City Council. Serving as City Planner, QK's essential ongoing duties and responsibilities prior to the pandemic included approximately 3-4 hours per week of planning staff representation for the City's Community Development Department, attendance at all Planning Commission meetings, and attendance at City Council meetings as needed. Work being completed under this contract is currently being provided on-time and within budget. Additional tasks performed include City staff representation with development project applicants, entitlement and site plan review, planning research, reports and updates to City Manager, and advisor to the Planning Commission at their meetings. Projects completed for the City of Lemoore as City Planner, include:

- Zoning Ordinance Text Amendments (major updates in 2013, 2017, and 2023).
- Processing over 100 discretionary Planning entitlement projects and presentation at Planning Commission and City Council in past 10 years, along with preparation of California Environmental Quality Act (CEQA) documents for those projects.
- Assistance with Building Permits, Sign Permits, and other Planning reviews as needed.
- Preparation of CEQA documents for various City-initiated and developer-driven projects.
- Biological site clearances.
- Development impact fee update.

Serving as City Engineer, QK meets weekly with Public Works staff and various times during the week as needed to process land development applications, coordinate current and future infrastructure projects, and provide construction support services. We provide regular updates to the City Manager and attend the City Council meetings. Using the capabilities of QK's knowledgeable and experienced staff, the City Engineer is responsible for overseeing the design and development of construction plans for the various capital and maintenance projects for the City and for coordinating and obtaining required approvals for outside agencies such as Caltrans and the Department of Water Resources. Planning related projects recently completed for the City of Lemoore as City Engineer, include:

- Various Site Plan Reviews.
- Various Plan Checks (multi-family residential, commercial, retail, industrial).
- Various Tentative Map and Parcel Map & Subdivision Reviews.

Services and History



QK Personnel

Our diverse staff of over 145 employees provides civil engineering, land surveying, utility coordination, construction management, labor compliance, urban design, landscape architecture, geographic information systems, land use planning, environmental planning and permitting, and biological resources from six Central Valley offices – Visalia, Hanford, Bakersfield, Porterville, Clovis, and Merced. We take pride in the ability to offer in-house, programmatic professional services to serve our diverse clientele.

Suite of Services

	Advanced Unmanned Aerial System (UAS) Mapping		Labor Compliance
	Biological Resources		Land Surveying
	Civil Engineering		Land Use Planning
	Construction Management		Landscape Architecture
	Environmental Permitting & Planning		Urban Design
	Geographic Information Systems (GIS)		Utility Coordination

Civil Engineering

QK is a leader in providing civil engineering services in the San Joaquin Valley. We've helped public and private sector clients for over 50 years, and our team of licensed professionals has expertise in all critical subdisciplines of civil engineering.

Our team focuses on the planning, design, construction, and maintenance of various infrastructures and facilities, including roads, water supply and treatment systems, sewer systems, dams, and buildings. We aim to help our clients create and maintain a sustainable built environment while considering public safety, cost-effectiveness, and resource optimization.

QK's engineers play a crucial role in shaping their communities by designing and managing the infrastructure systems that support everyday life. They work closely with other QKers, including our landscape architects, urban planners, and environmental specialists, to design a built environment that meets community needs while minimizing its impact on the natural environment.

Civil Engineering Services:

- Preliminary Design Reports (PDRs)
- Water Storage, Distribution & Supply
- Streets & Roadway
- Sanitary Sewer Systems, including Lift Station Design
- Water & Wastewater Treatment
- Storm Drainage Systems including Lift Station Design
- Water Systems, including Well Design
- Water System, Sewer, and Storm Drain Pipe Modeling
- Well Monitoring
- Utility Planning, Design, & Coordination
- Infrastructure Master Plans
- Fee/Rate Studies
- Management Plans for Water, Sewer & Storm Drainage
- Low-Impact Drainage Design
- Storm Water Pollution Prevention Plans (SWPPP)
- Grading Design & Grade Separation
- Roundabout Design
- Signing, Striping & Pavement Delineation
- Subdivision Design
- Commercial Land Development Design
- K12 Facility Development
- Project Specifications
- Bidding Assistance
- Construction Engineering, Observation & Monitoring, Management & Permitting
- Development Plan Checking Services
- Grant Writing & Project Funding Assistance

QK City On-Call Engineering Clients

City of Chowchilla (since 2022)

City of Lindsay (since 2018)

City of Dos Palos (since 2005)

City of Exeter (since 1983)

City of Lemoore (since 1998)

City of Woodlake (since 1988)

City of Turlock

Recently Completed Civil Engineering Projects

**Engineering Services for Design of Rehab/
Replacement of Applegate Wastewater Pump Station**
City of Atwater | Atwater, CA

Storm Drain System Master Plan
City of Exeter | Exeter, CA

Chowchilla City Corp Yard Civil Engineering
Johnson Controls, Inc. | Chowchilla, CA

Land Surveying

QK's team of seasoned, licensed land surveyors handles diverse projects with expertise and efficiency. Many of our clients are public agencies seeking support for capital projects, legal matters, and construction activities. We pride ourselves on serving these organizations by acting as their official City Engineer and/or City Surveyor.

As the Surveyor of Record for numerous cities across the San Joaquin Valley, we are committed to delivering a wide range of high-quality surveying services. These include topographic surveys, ALTA surveys, boundary surveys, and construction control surveys. Our extensive experience working with different types of projects allows us to address any surveying need, no matter the scale or complexity.

Our blend of in-office and field environment expertise allows us to respond rapidly to clients' needs, minimizing delays and ensuring a seamless project experience. By leveraging advanced technologies, such as GPS and drones, our skilled team collects precise, accurate, and usable data.

We are dedicated to maintaining our reputation as a trusted provider of exceptional surveying services throughout California. By combining cutting-edge technology with our team's vast experience, we deliver accurate, efficient, and cost-effective solutions to our clients.

Land Surveying Services:

- Plan & Map Checking Services
- Tentative Map and Parcel Map & Subdivision Reviews
- Boundary Surveys
- Topographic Surveys
- Construction Staking
- Right-of-Way Surveys and Maps
- Parcel and Subdivision Maps
- Geodetic Control Surveys
- Aerial Photo Control Surveys
- Legal Descriptions
- ALTA Surveys
- Low-Altitude High-Resolution Aerial Photogrammetry
- 3D Modeling
- Record of Survey

Recently Completed Land Surveying Projects

Veterans Boulevard Interchange Project

NV5, Inc. | Fresno, CA

Betty Drive Interchange Monuments

Stantec Consulting Services, Inc. | Goshen, CA

Survey Services for Sewer Annexation Project

City of Porterville | Porterville, CA

Tentative and Final Parcel Map for Lindsay Transit Center

City of Lindsay | Lindsay, CA

Farmersville Transit Center

Self-Help Enterprises, Inc. | Farmersville, CA

Woodlake Town Center

City of Woodlake | Woodlake, CA

Porterville Fire Station #2

City of Porterville | Porterville, CA

Topographic Survey for Grassland Water District

City of Merced | Merced, CA

Woodlake Community Center

City of Woodlake | Woodlake, CA

Tulare Co. Transit Ops & Maintenance Facility

Arrington Watkins Architects, LLC | Tulare, CA

Response Time

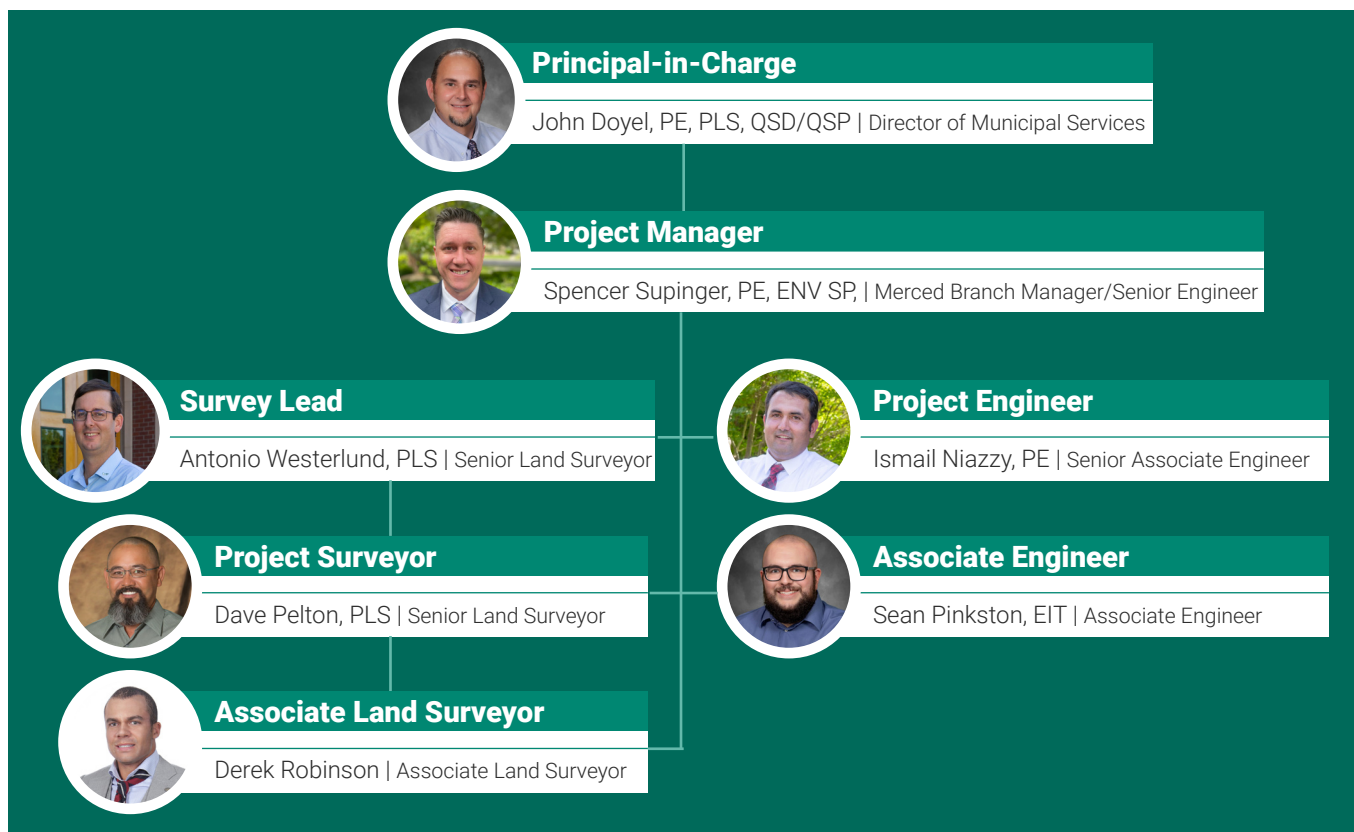
Demonstrated Ability to Meet Schedules/Deadlines

At QK, our commitment to consistently delivering quality services is deeply anchored in our unwavering dedication to meeting schedules or deadlines. One of the instrumental aspects of this commitment is our use of the Deltek Vision system. This comprehensive project management tool empowers us to meticulously plan, report, monitor, and bill projects in real time. Such capabilities grant our project managers immediate access to vital project information such as scope, schedule, budget, staffing levels, and funding prerequisites.

Our ability to deliver projects punctually stems from a systematic approach and is the essence of our organizational philosophy. Delivering with a well-documented strategy and harnessing the power of robust tools like Deltek Vision are essential facets of our philosophy for project delivery.

Lastly, we acknowledge the inherent challenges of On-Call Civil Engineering and Land Surveying projects, especially with their strict deadlines and budgets. Yet, our robust communication mechanisms act as a lighthouse, highlighting potential issues and risks early on. Addressing these issues and risks early helps us adhere to schedules and fortify trust among stakeholders, making our project collaborations more successful and efficient.

Names and Qualifications of the QK's Staff that will be Working with the City of Turlock



Public Agencies

Contract Engineering: Cities & Special Districts

QK designed a programmatic process to provide Central Valley municipalities and special districts with seamless, efficient, and effective contract city and special district engineering services.

Our city engineering services embody the spirit of Central Valley communities to push through adversity and create thriving, healthy communities. We act as an extension of the city or district's internal team, and you can anticipate the same level of quality and responsiveness from QK that you expect from your internal team. Our city/district engineering services center around:

- Responsibility to each client city, its residents, and local taxpayers
- Quality and responsiveness
- Consistency

All cities provide a typical set of services per local statutes and permits within specific timeframes that include:

- Development reviews
- Landscaping and lighting maintenance
- Capital improvement planning
- Traffic analyses
- Speed studies
- Urban water management planning
- AB1383 compliance

Our programmatic approach includes typical tasks, timeframes, evaluations, reports, and expectations associated with these tasks. We come to the table with a plan, relieving our contract cities and districts of the burden of verifying completion.

Current Municipal Engineering Practices & Techniques

Maintaining a keen awareness of current municipal engineering practices and techniques is paramount in today's dynamic urban landscape. While each community possesses its distinct characteristics, the underlying infrastructure needs, programmatic essentials, and state-mandated obligations remain consistent across Californian cities.

Through our extensive tenure as contract City Engineer/ City Surveyor or District Engineer for 18 Central Valley cities and various water/special districts, QK has garnered invaluable insights. We continually amalgamate and disseminate best practices and lessons acquired, enabling us to preemptively identify and rectify potential design challenges even before a project's inception.

Acting in the capacity of on-call engineering service provider, we not only review but also endorse and professionally stamp a multitude of real property legal documents, encompassing private subdivision maps, parcel maps, lot line adjustments, easements, and more. In scenarios demanding the expertise of a Licensed Surveyor or a specialized Civil Engineering License (pre-January 1982), QK stands ready to draft essential real property documents, ensuring the City of Turlock's ventures align seamlessly with contemporary municipal engineering practices and techniques.

Improvement Plan Review

QK's registered Professional Engineers and support personnel provide thorough reviews for all types of development projects. Our expertise includes street improvement reviews, subdivision and commercial projects, master plans and technical reports, wet utility calculations, cost estimates, and specifications.

During the review process, we check for engineering soundness and conformance to City standards, codes, masterplans, and conditions of approval. QK also coordinates comments with City staff in other departments to verify comment consistency.

Principles & Practices: Labor Compliance Monitoring

California law's Labor Code mandates that local and State agencies (e.g., cities, special districts, and State entities) require their contractors to pay prevailing wages to construction workers working on public works projects. When Federal dollars are used in these kinds of projects, Davis-Bacon Wage Rate Determinations and Regulations add additional layers of prevailing wage requirements and complement State rules. State and Federal regulators are interested in the execution and documentation of the prevailing wage requirements for every applicable situation.

QK provides oversight, or Labor Compliance, to verify that contractors pay their workers the correct wage for the correct labor designation. Our oversight of the payment process verifies that contractors use the correct wage determination and documentation. For those contractors who struggle through the compliance process, QK works directly with their payroll department to help them comply with the legal and contract requirements. Our assistance minimizes any necessary enforcement remedies and provides the agency with a complete project record of labor compliance.



LAFCOs

The Local Agency Formation Commission (LAFCO) is responsible for conducting Municipal Service Reviews (MSR) and Sphere of Influence (SOI) studies for agencies and jurisdictions within Stanislaus County. MSRs and SOI studies are essential to efficiently provide public services without unnecessary duplication or overlap while making decisions that reflect the needs and interests of the community. QK understands the important role LAFCOs play in shaping the structure and organization of local government in California, and they are an important tool for local government agencies to meet the needs of their constituents effectively and efficiently.

The goal of this MSR and SOI study is to provide a new, independent review of operations and service delivery to residents within special districts and the sphere of influence in accordance with CKH and the City of Turlock's LAFCO policies.

Relevant Experience - Municipal Service Review

An MSR goes beyond a simple management plan or audit by examining all aspects of the agency, including infrastructure needs, deficiencies, management practices, and financing. As a precursor to SOI updates, MSRs provide LAFCO with the necessary information to make informed decisions regarding an agency's growth potential and service provision capabilities. Having a consultant like QK with extensive experience providing MSRs and SOI studies is essential to generating accurate information to manage local agencies and prepare them for future changes.

An accurate and thorough MSR is critical to the success of the SOI study. Incorrect or incomplete analysis in an MSR undermines the SOI study, which is why QK uses a thorough quality assurance/quality control process on this type of project. An internal third-party individual who is not involved in the daily project work will review the MSR before it is finalized to verify our analysis.

Spheres of Influence

SOIs are crucial because they determine the growth potential and boundaries of an agency within a specified time frame. This allows for better planning and management of resources, infrastructure, and services provided by the agency. QK's years of experience completing SOI studies provide us with a long-term understanding of how the SOIs we helped develop addressed community growth and resource management. We can use specific information gathered from previous SOI studies and implementation to make poignant recommendations and conduct an informed study to meet the City of Turlock's needs.

Grants & Funding

Funding Experience

For decades, QK has successfully assisted public agencies in developing and completing our projects with various funding sources. QK and our proposed team have worked with numerous local, State, and federal funding programs for various project types. State and locally funded projects completed have used funds from the following relevant sources:



State Programs

- SB 1 Local Streets & Roads Program State Parks and Recreation Program grants and bonds
- Proposition 50 & 84 funding
- Active Transportation Program (ATP)
- State Transportation Improvement Programs (STIP)
- Local Early Action Planning (LEAP)
- Regional Early Action Planning (REAP)



Local Programs

- Sales tax measures for local transportation, parks, and public safety
- Impact fees for development, parks, streets, facilities, and other improvements
- Enterprise funds for sewer, stormwater, water, and other improvements
- Enhanced Infrastructure Financing Districts (EIFD)
- Special district maintenance funds
- Assessment, community facilities, landscape & lighting, water, utilities, and other improvements

These grants are a sampling of the grants commonly sought after to fund public infrastructure projects, including drinking water, transportation, wastewater, and more. Many lesser-known funding sources continue to be studied by our Director of Community Development and Infrastructure Funding, John Quiring.

City Engineer Grant Application & Management

QK has helped cities obtain grant funding since our founding in 1972. For decades, we have successfully assisted public agencies in developing and completing their projects with various funding sources. QK and our proposed team have worked with numerous local, State, and federal funding programs for various types of projects. Our grant application and management process includes:

- Provide the City with relevant engineering information to fill out grant applications.
- Create exhibits to visually explain project elements and constraints that apply to funding.
- Provide a clear understanding of funding source regulations and requirements to which the City must adhere.
- Understand the funding restrictions on permitting, design, and construction.

References

Contact:	Ramon Lara, City Administrator
Organization:	City of Woodlake
Contact Info:	(559) 564-8055; rlara@ci.woodlake.ca.us
Contact:	Fabian Mendoza, Project Manager
Organization:	City of Porterville
Contact Info:	(559) 782-7460; fmendoza@ci.porterville.ca.us
Contact:	Jason Rogers, Director of Public Works
Organization:	City of Chowchilla
Contact Info:	(559) 665-8615; JRogers@CityofChowchilla.org



Samples of Work



Mulberry Street & Naranjo Boulevard (SR-216) Roundabout Woodlake, CA

OWNER

City of Woodlake
Ramon Lara
City Administrator
(559) 564-8055
rlara@ci.woodlake.ca.us

DATES

Start Date August 2022
Completion Date Ongoing

SUBCONSULTANTS

-  **Kittleson & Associates**
Traffic Engineering
-  **Solis Engineering Group**
Geotechnical Engineering
-  **RSE Electrical Consultants**
Electrical Engineering
-  **Badger Daylighting**
Potholing
-  **ASM Affiliates & Trinity Consultants**
Air Quality and Cultural/Paleo Environmental Specialists

FUNDING SOURCES

Measure R and Local Street Funds

QK's Scope

- | | |
|--|---|
|  Civil Engineering |  Biological Resources |
|  Construction Management |  Land Surveying |
|  Landscape Architecture |  Environmental Planning |

Project Description

The City of Woodlake's roundabout project will be constructed at the intersection of Mulberry Street and Naranjo Boulevard (SR-216) and will consist of a single lane roundabout with curbs, gutters, ADA ramps, Class II bike lanes, ornamental street lighting, a pedestrian-friendly decorative sidewalk, and storm drain improvements.

The project will create an inviting entrance into the westside of the City and will also improve safety, accessibility, aid in traffic management, and mobility on this side of town. The project will tie-in new development into the City and will be able to handle a large number of left turns, will reduce the potential for broadside collisions, and assist in the reduction of emissions, such as ROG, NOx, and PM10, from vehicles that would otherwise be idling at this new intersection.

The addition of decorative crosswalks, ADA accessible ramps, and drive approaches were installed to give drivers and pedestrians visual cues that encourage safer vehicle speeds and pedestrian activity. A much-needed Class II bike lane and multi-use pedestrian and bicycle path was included through the roundabout to increase safety and transportation choices for the citizens of Woodlake. To capture surface flow, storm drains will be constructed along the street and connected to the existing storm drain system. A water efficient irrigation system was also designed to sustain the plant material added to the new streetscape. Project budget is \$738,218.12.



Henderson Avenue Reconstruction

Porterville, CA

OWNER

City of Porterville
Fabian Mendoza
Project Manager
(559) 782-7460
fmendoza@ci.porterville.ca.us

DATES

Start Date July 2020
Completion Date Sept. 2021

QK's Scope

- | | |
|---|---|
|  Civil Engineering |  Environmental Planning |
|  Construction Management |  Land Surveying |

Project Description

Portions of Henderson Avenue desperately required repairs due to increased traffic volume over the past several years. This \$7.6 million upgrade project included a complete reconstruction of two portions of the street from Indiana Street to Jaye Street and from 2nd Street to Plano Street. The scope of work included underground utility work, adding two lighted pedestrian crossings, installation of purple pipe for the City's reclaimed water, and installation of a two inch fiberoptic line for video. Asphalt, curbs, and water mains were replaced in each portion of the project.

QK provided surveying services consisting of construction staking to assist in the reconstruction project. Our team provided one set of construction stakes for the following:

- | | |
|--|--|
| • Site Control | • V-Gutter |
| • Sawcut/Demo Staking | • Curb & Gutter (including curb ramps) |
| • Storm Drain | • Drive Approach |
| • Domestic Water & Service Connections | • Sidewalk Staking |
| • Reclaimed Water | • Light Poles (poles only) |
| • Sewer Lateral | • Pavement Staking |
| • Fiberoptic Boxes | • Pre-Construction Corner Records |
| • Median Islands | • Post-Construction Corner Records |



Chowchilla Corporate Yard New Well, Tanks, Booster Pump Stations, and Pressure Sustaining Valves

Chowchilla, CA

OWNER

City of Chowchilla

Jason Rogers, Director of Public Works

(559) 665-8615

JRogers@CityofChowchilla.org

DATES

Start Date July 2017

Completion Date August 2020

CLIENT

Johnson Controls

Cary Smith, Operations Analyst

(414) 524-1200

Cary.L.Smith@jci.com

AWARDS

Award of Merit - 2020

ACEC Engineering Excellence Awards

Small Project of the Year - 2020

ASCE San Francisco Section

Water Project of the Year - 2020

ASCE Fresno Branch

Public Works Project of the Year:

Small Cities/Rural Communities

(Buildings/Structures) - 2019

APWA Central California

City of Turlock

QK's Scope



Civil Engineering



Environmental Compliance



Construction Management

Project Description

The City of Chowchilla (City) faces challenges familiar to many California small and rural cities who often serve disadvantaged communities with limited resources.

Since a previous infrastructure analysis for the City showed significant deficiencies in its water system, it needed to make a big change. The City made a total commitment to water/energy efficiency engaging Johnson Controls, Inc in planning for a clean and green future, as well as project funding. The City Council and Staff determined that an initial major step to sustainability was its water system.

The project design included drilling a new well and installing a 750,000-gallon storage tank at the City's existing corporation yard that is filled at night and pumped during the day. The new well and booster pump station is equipped with Variable Frequency Drive (VFD). The design also included installation of two Pressure Sustaining Valves (PSVs) in the center of the two 12-inch main water lines that connect the east side to the west side. The PSVs only allow water to pass through in one direction unless certain pressure conditions are met so the higher elevation side doesn't lose pressure. A solar panel array was installed on site to not only provide power to the new facilities but some of the existing City buildings as well.

The combination of the new well, storage tank, booster pump station, PSVs, and solar panels have the City's water delivery system operating efficiently. The new system has the pressure necessary to meet the citizens' demands, and the storage required to meet peak demands or to take the well offline for maintenance. Project cost was \$515,135.00.



2024 CHARGE RATE SCHEDULE

Current

TECHNICAL SERVICES	
Project Administrator	\$100 / hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	\$100 / hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	\$115 / hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	\$125 / hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	\$155 / hour
Landscape Architect Technician	\$115 / hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	\$125 / hour
Associate Engineer	\$155 / hour
Senior Associate Engineer	\$180 / hour
Project Engineer	\$205 / hour
Senior Engineer / City Engineer / District Engineer	\$235 / hour
Senior Air Quality Engineer	\$275 / hour
Principal Engineer	\$275 / hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	\$100 / hour
Assistant Planner	\$110 / hour
Associate Planner / Associate Environmental Scientist	\$125 / hour
Senior Associate Environmental Scientist	\$145 / hour
Senior Associate Planner	\$150 / hour
Senior Environmental Scientist	\$185 / hour
Senior Planner / Senior Landscape Architect	\$180 / hour
Principal Planner / Principal Environmental Scientist	\$210 / hour
Senior Principal Planner / Senior Principal Environmental Scientist	\$225 / hour
Construction and Project Management	
Field Construction Observer	\$135 / hour
Senior Field Construction Observer	\$160 / hour
Assistant Construction Manager / Assistant Project Manager	\$125 / hour
Associate Project Manager	\$139 / hour
Associate Construction Manager / Associate Field Construction Observer	\$150 / hour
Project Manager	\$150 / hour
Senior Associate Construction Manager / Senior Associate Project Manager	\$165 / hour
Senior Project Manager	\$195 / hour
Senior Construction Manager	\$195 / hour
Principal Construction Manager / Principal Project Manager	\$225 / hour
Surveying	
Assistant Surveyor	\$120 / hour
Associate Surveyor	\$134 / hour
Senior Associate Surveyor	\$164 / hour
Project Surveyor	\$185 / hour
Senior Surveyor	\$205 / hour
One-Person Survey Crew	\$180 / hour
Two-Person Survey Crew	\$275 / hour
Three-Person Survey Crew	\$375 / hour
UAV Pilot	\$195 / hour
UAV Flight Observer	\$160 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.77 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2024. If contract assignment extends beyond that date, a new rate schedule may be added to the contract.
Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

4/18/2024

EXHIBIT C

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services (“Agreement”) dated _____ between the City of Turlock (“City”) and _____ (“Consultant”).

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

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
WESTWOOD PROFESSIONAL SERVICES, INC.
for
ON-CALL ENGINEERING AND SURVEYING SERVICES**

City Contract No. 2025-099

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and WESTWOOD PROFESSIONAL SERVICES, INC., a Texas corporation (“Professional”), on this 14th day of January 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Engineering and Surveying Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) 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 rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum compensation, and schedule (“Completion Schedule”) for providing the Services. The Service

Request(s) shall be made effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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 Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 14th day of January, 2028 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement. Any request for Services not included in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement 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, and the Service Request(s) executed under this Agreement. 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 Three-Hundred Thousand and No/100ths Dollars (\$300,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

6.3. 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.

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any

Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other

matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the

insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

27.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional:

**Westwood Professional Services, Inc.
Attn: Dylan Crawford
2805 North Dallas Parkway, Suite 150
Plano, TX 75093**

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Stephen Fremming, P.E.
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: SFremming@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

44. Execution and 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. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**Westwood Professional Services, Inc., a
Texas corporation**

By: Dylan Crawford

Print Name: DYLAN CRAWFORD

Title: SR. DIRECTOR

Date 1.2.2025

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015
FOR
ON-CALL AGREEMENT FOR
ENGINEERING AND SURVEYING SERVICES

RFQ ISSUED: 9/27/24

QUALIFICATIONS DUE: 10/30/2024 3:00 PM

SUBMIT QUALIFICATIONS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/27/2024
- ❖ Proposals Due: 10/30/2024 3:00 PM
- ❖ City Council Approval of Agreement: 12/10/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for engineering and surveying services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
3. Assist the City's Engineering Division with presentations and/or recommendations to the City staff, committees, boards, or the Turlock City Council;
4. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City;
5. Provide, either directly, or through the use of subconsultants, the following services:
 - a. Civil, mechanical, electrical engineering design
 - b. Computer aided drafting (CAD)
 - c. Engineering services during construction (submittal and RFI review)
 - d. Boundary surveying
 - e. Topographic surveying
 - f. Construction surveying
 - g. Cost estimates
 - h. Technical specifications
 - i. Any other related service necessary to provide biddable documents and support of City's capital improvement projects.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 30 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit.

The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. 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. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;

2. Background – Provide background and history of the company’s consulting experience which specifically addresses the organization’s knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.
8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City reserves the right to enter into agreements with multiple consultants. The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant(s) shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

Deliverables such as drawings, specifications, engineering reports, and any other technical data shall be provided to the City in the form of Microsoft Office and PDF documents. Hard copies may be requested on occasion.

The capital improvement projects to be delivered under the On-Call Agreement shall not include federally funded projects. Therefore, there is no Disadvantaged Business Enterprise (DBE) goal associated with the work performed under the On-Call Agreement.

Prospective consultants should note that, while the sample On-Call Agreement is written to include a maximum compensation amount of \$300,000, the City makes no guarantee as to the amount of work to be made available to the consultant during the term of the agreement. The compensation to be made to consultants may vary from the past based on actual needs.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 30, 2024. No late submittals will be accepted.

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on USB flash drive to be considered responsive. The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. Postmark dates will not be recognized. Proposals received after the deadline will be rejected and returned unopened.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to engineering and surveying services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. Proposals will not be made available to the public or competing firms until after the selection process has been completed.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City,

including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.

1165 SCENIC DRIVE, SUITE A, MODESTO, CA 95350

WWW.WESTWOODPS.COM

209.571.1765

STATEMENT
OF
QUALIFICATIONS

On-Call Engineering and Surveying Services
RFQ No. 24-015

City of Turlock

October 30, 2024



Road rehabilitations play an important role in the user transportation experience. Shown here, **grind and overlay is an excellent rehabilitation option.** This technique provides an efficient and economical solution for maintaining and enhancing the performance of existing pavements. **Road rehabilitations are just one part of critical infrastructure upgrades we would love to help you with!**

Westwood

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October 30, 2024

City of Turlock
Attn: Purchasing - 156 Broadway, Suite 270, Turlock, CA 95380

Re: Turlock On-Call Engineering and Surveying Services

To Whom It May Concern,

Turlock boasts a rich history rooted in agriculture and community development. Founded in 1871 by John William Mitchell, a grain farmer and land investor, Turlock grew rapidly with the arrival of the railroad, transforming the area into a thriving agricultural hub. The fertile land and irrigation from nearby rivers supported an abundance of crops, earning Turlock a reputation for its exceptional produce. In the early 20th century, a wave of new settlers, including a significant Swedish immigrant community, further strengthened the town's agricultural output and shaped its distinctive cultural identity. Over time, Turlock's economy evolved beyond farming to include education, healthcare, and industry, bringing modern growth while honoring its agricultural roots. Today, Turlock balances this heritage with a forward-looking approach, supported by infrastructure improvements, expanded public services, and a commitment to quality education. Its charming downtown reflects the city's storied past, while new developments propel Turlock into a vibrant future.

As Turlock's population and economy continue to expand, the City is investing strategically in infrastructure to support this dynamic growth. Combining small-town charm with business opportunities and outdoor recreation, Turlock has become a highly desirable place to live, work, and visit in the Central Valley. To maintain this momentum, the City is committed to modernizing roadways, utilities, parks, and community facilities to ensure a high quality of life and sustained economic vitality.

Westwood is fully equipped to support Turlock's goals with comprehensive services in civil and transportation design, utility design, landscape architecture, surveying, cost estimating, structural engineering, public outreach, grant support, environmental services, and more. Formerly O'Dell Engineering, Westwood has a longstanding partnership with Turlock, delivering successful public improvement projects over the years, including water and sewer lines, safe routes to schools, road rehabilitation, enhancements at CSU Stanislaus, and the Roger K. Fall Transit Center. Our experienced team has provided civil engineering, land surveying, and landscape architecture services tailored to Turlock's unique needs.

With a rich history of on-call services for local agencies, including the City of Turlock, Westwood has developed a deep understanding of public infrastructure improvements throughout the Central Valley. We bring expertise, coordination, and a commitment to staying on schedule and within budget, ensuring the delivery of high-quality, innovative projects. For Turlock's on-call agreement, we have selected Kristen Scheidt, PE, and Scott Roberts, PLS, as project management leads. Both senior leaders in civil engineering and land surveying, they bring extensive experience supporting public improvement projects across Stanislaus, Kings, Fresno, Tulare, Madera, and Merced counties, backed by a local team of over 90 professionals and Westwood's national network of 1,700 experts.

At Westwood, we know that effective on-call consultants must be responsive, well-resourced, and attuned to local dynamics. Our team is dedicated to providing innovative solutions with a focus on clear communication, timely updates, and building trust. We are ready to handle projects of all sizes, working to enhance connectivity, prosperity, and quality of life in Turlock's roadways, utilities, and public spaces.

Sincerely,



Dylan Crawford, PLS, Principal-in-Charge
1165 Scenic Drive, Suite A, Modesto, CA 95350
209.571.1765
dylan.crawford@westwoodps.com

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Requested Information

Contact Information

Firm Name: Westwood Professional Services

Address: 1165 Scenic Drive, Suite A, Modesto, CA 95350

Phone: 209.571.1765

Authorized for Contract Negotiation and Binding Agreements: Dylan Crawford

Our Turlock Commitment and History

Westwood has a longstanding history of supporting the City of Turlock, partnering on numerous impactful projects that have shaped the city's growth and accessibility. From designing safe routes to schools and roadway rehabilitations to enhancing parks, CSU Stanislaus, and the Roger K. Fall Transit Center, our work in Turlock spans vital community resources that residents rely on daily. We've also supported regionally significant projects like the North Valley Regional Recycled Water Pipeline, which passed through Turlock, further cementing our commitment to sustainable development in the region. As a key city in our home county, Turlock holds a special place for our team—many of whom live locally, attended CSU Stanislaus, and are dedicated to creating spaces that reflect and elevate the community. Our connection to Turlock is strong, and we are proud to be part of its story, contributing to the projects that make it a wonderful place to live, study, and thrive.



The Westwood team has proudly supported significant improvement projects in Turlock for many years, including the impactful **Roger K. Fall Transit Center** pictured here. We're passionate about contributing to the development of **enhanced resources and infrastructure that benefit the Turlock community**, creating spaces that enrich daily life and foster growth.

1. GENERAL INFORMATION

Professional Qualifications to Complete the Work

We recognize the City of Turlock's need for comprehensive engineering and surveying services to support its properties and structures, including civil, mechanical, and electrical engineering; CAD; engineering services during construction; boundary, topographic, and construction surveying; cost estimates; technical specifications; and other services essential to capital improvement projects. Our team has the in-house capacity to address each of these requested services. Our California headquarters, based in Modesto, spans over 12,000 square feet and houses nearly 50 skilled, multidisciplinary professionals. With additional teams in Merced, Fresno, and Pleasanton, we are supported by 40+ regional staff who work seamlessly across all projects. This strong California presence is bolstered by Westwood's national network of over 1,700 professionals, creating a vast resource pool to support rigorous deadlines, complex project demands, and accelerated schedules as needed. Key personnel are introduced below, with additional support staff available to meet any project requirements. Our collective expertise, spanning both local offices and national resources, ensures we have the knowledge, skills, and flexibility to deliver exceptional results for the City of Turlock.

Key Personnel Name	Role	License
Westwood California Leadership		
Dylan Crawford, PLS	Senior Director	Professional Land Surveyor No. 7788, CA
Chad Kennedy, PLA	Director	Professional Landscape Architect No. 5426, CA
John Zhang, PE	Director	Registered Civil Engineer No. 69314, CA
Westwood California Civil Engineering Staff		
Kristen Scheidt, PE	Senior Engineer	Registered Civil Engineer No. 75665, CA
Mike Persak, PE	Senior Engineer	Registered Civil Engineer No. 44908, CA
Robert Chen, PE	Senior Engineer	Registered Civil Engineer No. 59425, CA
Stephanie Kong, PE	Engineer	Registered Civil Engineer No. 78097, CA
Jimmy Chen, PE	Engineer	Registered Civil Engineer No. 89720, CA
Matthew Vinson, PE	Engineer	Registered Civil Engineer No. 86310, CA
Zack Wenrich, PE	Engineer	Registered Civil Engineer No. 88351, CA
Jing Le Liu, PE	Engineer	Registered Civil Engineer No. 81193, CA; CASp No. 490, CA
Susan Pettigrew	Project Manager	N/A
Joshua Ramirez, EIT	Assistant Civil Engineer	Engineer-in-Training No. 177486, CA
Nickolas Villalobos, EIT	Assistant Civil Engineer	Engineer-in-Training No. 182252, CA
John Jacob Beyronneau, EIT	Assistant Civil Engineer	Engineer-in-Training No. 176212, CA
Jaycee Martinez	Assistant Civil Engineer	N/A
Dolores Gallardo	Assistant Civil Engineer	N/A
Roberto Guzman	Assistant Civil Engineer	N/A
Henry Garcia	Assistant Civil Engineer	QSP No. 00427; CESSWI No. 1912
Edward Hamed	Assistant Civil Engineer	N/A
Noe Ramirez	QSP Assistant	N/A
Gilbert Gomez	CADD	N/A
Julissa Humphrey	CADD	N/A
Joseph Jose	CADD	N/A
Brian Cook	CADD	N/A
Ricardo Uresti	CADD	N/A
Allison Swindall	CADD	N/A
Dennis Wann, PLS	Dry Utility Project Manager	Professional Land Surveyor No. 5990, CA
Roberto Serrato	Utility Engineer	N/A
Timothy Johnson	Utility Engineer	N/A

1. GENERAL INFORMATION

Mike Garcia	Dry Utility Technician	N/A
Adam Sandoval	Electrical Applicant Designer	N/A
Rigoberto Martinez	Electrical Applicant Designer Assistant	N/A
Holly Bowden	Project Assistant	N/A
Westwood California Land Surveying Staff		
Scott Roberts, PLS	Survey Manager	Professional Land Surveyor No. 9235, CA
Charles Miller, PLS	Senior Land Surveyor	Professional Land Surveyor No. 9079, CA
Scott Peterson, PLS	Senior Land Surveyor	Professional Land Surveyor No. 9502, CA
Bill Koch, PLS	Senior Land Surveyor	Professional Land Surveyor No. 8092, CA
Joaquin Lopez, PLS	Senior Land Surveyor	Professional Land Surveyor No. 9070, CA
Stephen Pyle, PLS	Senior Land Surveyor	Professional Land Surveyor No. 8385, CA
Chris Armstrong, LSIT	Senior Land Surveyor	Land Surveyor-in-Training No. 7109, CA; FAA Remote Pilot
Joshua Cox	Senior Land Surveyor	N/A
Jakeob Cooper, PLS	Surveyor	Professional Land Surveyor No. 9564, CA
Ben Garcia, EIT	Surveyor	Engineer-in-Training No. 138707, CA
Luke Wynn	Surveyor	Remote Pilot Certificate, FAA No. 3960875
Zaida Munoz, LSIT	Assistant Surveyor	Land-Surveyor-in-Training No. 9281, CA
Nicholas Talbot	Assistant Surveyor	N/A
Felise Bloodgood	Assistant Surveyor	N/A
Brandon Wilkinson	Assistant Surveyor	N/A
Abdiel Solis	Survey Technician	N/A
Kristina La Mattina	Survey Technician	N/A
Dacia Poulson	Survey Technician	N/A
Nicole Jacques	Survey Technician	N/A
Jordan Schmall	Project Administrator	N/A
Jason Andersen	Field Surveyor - Chainman	N/A
Joshua Garcia	Field Surveyor - Chainman	N/A
Alfredo Medina	Field Surveyor - Chainman	N/A
Silas Pyle	Field Surveyor - Chainman	N/A
Jeffrey Ahart	Field Surveyor - Party Chief	Remote Pilot Certificate, FAA No. 4246998
Ryan Andersen	Field Surveyor - Party Chief	Remote Pilot Certificate, FAA No. 4241405
Erick Jimenez	Field Surveyor - Party Chief	Remote Pilot Certificate, FAA No. 4241399
Additional Internal Westwood Specialty Resources		
Randy Carroll, PE, PTOE	Traffic Planning	Professional Engineer No. 16131, NV; PTOE No. 2764, NV
Ryan Betker, PE	Roundabout Design	Professional Engineer No. E38778, WI
Mark Failla, PE, CFM	Floodplain and Drainage	Professional Engineer No. 14566, NV; CFM No. 09-04234
Tim Echeverria, PE	Sewer Collection/Water	Professional Engineer No. 50118, CA; WRS NV No. 1029
Eric Hubert, PE	Structural Engineer	Professional Engineer No. 87871, CA; CAL OES SAP and ATC 20/45
Aaron Stewart, PE	Aviation Lead	Professional Engineer No. E32318, WI
Thomas Miller, PE, LEED AP	Environmental Assessment	Professional Engineer No. 50361, MN; LEED AP
Kyle Feffer, GISP	GIS Support	GISP No. 161590

1. GENERAL INFORMATION

1

Commitment to the Region

Our team is dedicated to delivering innovative, sustainable, and inclusive infrastructure improvements across the Central Valley. With strategically located offices in Modesto, Fresno, and Merced, and a proven track record with agencies such as Stanislaus County, the City of Modesto, the City of Patterson, and the City of Ceres, we have a deep understanding of the region's unique challenges. Our extensive experience in roadway, utility, and park development positions us as a strong partner for Turlock. We are committed to working closely with your team to ensure that each project reflects the City's goals and meets the needs of the community, while upholding the highest standards of quality and sustainability.

2

Short- and Long-Term Goals to Be a True Partner

Our short- and long-term goals center on building genuine partnerships with local agencies in the communities where our team lives and works, with a focus on supporting critical infrastructure improvements. We aim for every project to thoughtfully reflect the unique character of the community, align with your goals, meet your needs, and shape the future direction of your infrastructure systems. Our collaboration will be rooted in trust, mutual understanding, and unwavering dedication. We are committed to being available, responsive, and fully engaged as we work together to deliver exceptional improvements, one project at a time.

3

How Can We Help?

Westwood Professional Services is fully equipped to provide a comprehensive range of services to the City of Turlock, including civil engineering, land surveying, landscape architecture, transportation engineering, utility design, roundabout design, public outreach, grant assistance, and environmental and structural engineering. With a dedicated team in Modesto and additional support from our offices in Merced and Fresno, we bring deep local knowledge and a commitment to the Central Valley's success. We prioritize sustainability, inclusivity, and innovation, making us the ideal choice for Turlock's on-call needs. Our team understands the importance of reliable, responsive service and is committed to being a trusted partner, delivering high-quality improvements that meet the City's goals and enhance the community.

4

Successful Acquisition of Funding

With growing community needs and funding limitations, bringing City goals to life can be challenging. Our team is extremely experienced at partnering with public agencies to secure funding. Strategies such as public and private grants, friends of parks programs, capital fundraising campaigns, social media crowdfunding, community partnerships, and advertisement-based revenue can work together or independently to acquire and sustain funding. Our team has had a lot of success acquiring millions of dollars of grant funding and would happily assist you in your efforts. Our assistance can be as minimal as suggesting funding options and creating conceptual plans for grant applications, to writing, submitting, and managing complex grant fund applications.

5

Two Local, Dedicated, and Passionate Project Managers

We will provide a dedicated project manager—either Kristen Scheidt, PE, or Scott Roberts, PLS—both of whom have extensive experience in public improvement projects and a deep understanding of the Central Valley's unique needs. They will act as the City's single point of contact, ensuring consistent updates, streamlined coordination, and rapid responses. Supported by a multidisciplinary team of engineers, surveyors, and specialists, we are able to assemble the right mix of expertise for every task, ensuring efficient execution from design through construction. This approach minimizes delays, maximizes resource utilization, and ensures that each project reflects the City's goals while meeting high standards for quality and sustainability. Ultimately, our approach fosters collaboration, builds trust, and ensures that Turlock's infrastructure needs are met with precision and care.

A Look at Our History

Established in 1972, Westwood is a full service, multi-discipline professional engineering firm providing services to public and private clients. With over 1,700 staff located across the United States and registrations in most states, Westwood is recognized as one of the top engineering firms in the country. Westwood provides quality professional civil engineering, land surveying, landscape architecture, public outreach, traffic engineering, roundabout design, structural engineering, airport planning and design, environmental planning, electrical engineering, and more to support public improvement projects. The goal of the company was, and still is, to combine the latest technology with a responsive, client-oriented staff to produce the best professional service possible. Westwood furnishes its clients with a unique, service-oriented product, stressing timeliness, responsiveness, and communication.

In 2024, O'Dell Engineering merged with Westwood Professional Services. O'Dell had provided public improvement services in California since 1994, including civil engineering, land surveying, and landscape architecture. The Westwood California team currently employs over 95 professionals with offices in Fresno, Merced, Modesto, and Pleasanton.

Why We Love Public Work

Our design philosophy is simple—improve communities in the most effective and economical way possible. We love to solve problems, we believe in adhering to schedules, and we live to make an element of community infrastructure better. We understand the significance that these projects have in the day-to-day lives of the local community and believe that built projects should improve quality of life. If selected to support the City of Turlock, we would take great care in providing the on-call engineering services possible, as each project stemming from this on-call will directly impact the City of Turlock community.

Our Central Valley Commitment

Since 1994, our team has proudly supported public improvement projects throughout Central Valley communities, including Stanislaus, Merced, Fresno, and Madera counties, as well as the cities of Ceres, Modesto, Patterson, Fresno, Clovis, Merced, Madera, Los Banos, and more. With expertise spanning thousands of public projects and over 50 active on-call agreements across California, we deliver engineering and surveying services tailored to the region's needs. Our extensive project portfolio includes standards updates, roadway improvements, water storage tanks, wells, utilities, parks, playgrounds, trails, parking lots, grant assistance, and federally funded capital projects. We look forward to bringing this experience and dedication to partner with the City of Turlock, supporting local improvements that enhance quality of life and community vitality.

Meet Our California Team!

100+

Projects
Completed in the City of
Turlock

750+

California Public
Projects Completed
in Last 10 Years

300+

Completed
Engineering/Survey
Projects in Surrounding
Counties

50+

Active California On-Call
Engineering/Surveying/
Landscape Architecture
Agreements

30

Number of
Years in
Business in CA



95+

California Staff

9

Licensed
Civil
Engineers

9

Licensed
Land
Surveyors

10

Licensed
Landscape
Architects

7

LEED
Accredited
Professionals

2

ISA
Certified
Arborists

1

ReScape
Qualified
Professional

1

Qualified
Water Efficient
Landscaper

5

Certified
QSD/
QSPs

2

Certified
Playground
Safety Inspectors

2. BACKGROUND

Standards and Specifications Update Capabilities

Westwood has supported various Central California agencies with updates to their standards and specifications for public improvement projects. We utilize our familiarity with other regional standards, State water conservation ordinances, California building code, the City's general plan, the City's municipal code, State Water Resources Control Board and local stormwater quality regulations, and any other governing board ordinances in the review and update of City Standards and Specifications.

We also integrate the latest advancements in sustainability and smart city technologies, incorporating practices that promote energy efficiency, reduce environmental impact, and enhance the resilience of public infrastructure against climate change. By staying at the forefront of industry trends, we ensure that the updated standards and specifications support the city's long-term strategic goals and provide a foundation for future innovation and development.

Our meticulous quality control and validation processes ensure that all updates meet rigorous standards for accuracy and feasibility. We perform extensive testing and scenario analysis to validate the practical application of the new standards, minimizing the risk of implementation issues and ensuring a smooth transition to the updated framework. Through our comprehensive and collaborative update process, we strive to enhance the safety, efficiency, and sustainability of public improvement projects, ultimately contributing to the overall well-being and prosperity of the communities we serve.

High Level of Coordination with City of Turlock Staff

To be truly valuable, a consultant partner must be readily available, adequately staffed, and prepared to offer a high level of coordination with City staff. They must be reachable, clear and consistent communicators, and trustworthy. The Westwood team is dedicated to supporting the City of Turlock with on-call engineering services. With over 1,700 team members, including 95+ local staff, we have the resources to be extremely responsive and ensure seamless collaboration. While we utilize video conferencing applications such as Zoom and Microsoft Teams for project meetings when needed, **we always prefer to be in-person and on-site, as we believe the clearest and most authentic coordination comes from in-person meetings.** We are committed to providing the highest level of support and look forward to opportunities to coordinate closely with the City of Turlock.

Our Promise to Meet Your Schedule Needs

We've demonstrated our capability to consistently deliver high-quality services to our public partners, a fact underscored by the significant volume of repeat work we undertake for them. Our pride lies in aiding public agencies with projects that enhance infrastructure and community experiences. We consistently meet or exceed deadlines, ensuring deliverables are completed promptly and efficiently. Due to the number of public services provided by Westwood's projects, our staff has daily experience working within project schedules that do not always have the luxury of flexibility.



Westwood is currently supporting **Kings County with the HSIP Cycle II Safety Improvements** Project. The project will **improve roadway safety with the installation of left-hand turn pockets and flashing beacons.**

How Can We Help?

With extensive in-house capabilities, Westwood is fully equipped to deliver the civil engineering and land surveying services outlined in the RFQ. We propose to manage all required services for the City of Turlock from our local offices, led by either Kristen Scheidt, PE, or Scott Roberts, PLS, depending on the project scope. Alongside the requested services, we have also highlighted additional offerings available through our California team and our broader national network, ensuring comprehensive support for Turlock's needs.

	Service	Westwood Offices
Requested Services	• Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures. • Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research, and evaluation of same. • Assist the City's Engineering Division with presentations and/or recommendations to the City staff, committees, boards, or the Turlock City Council. • Third-party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City. • Provide the following services: » Civil, mechanical, electrical engineering design » Computer aided drafting (CAD) » Engineering services during construction (submittal and RFI review) » Boundary surveying » Topographic surveying » Construction surveying • Cost estimates • Technical specifications • Any other related service necessary to provide biddable documents and support of City's capital improvement projects.	• Modesto/Merced/Fresno/Pleasanton
Additional Local Services	• Landscape Architecture • Public Outreach • Funding Support • Dry Utility Coordination • SWPPP • Master Planning-	• Modesto/Merced/Fresno/Pleasanton
Additional National Services	• Electrical Engineering • Structural Engineering • Traffic Planning • Roundabout Design • Floodplain and Drainage • Sewer and Water Systems • Aviation • Environmental Planning • GIS	• Las Vegas, NV/Englewood, CO/Appleton, WI/Minneapolis, MN/Plano, TX

Scope of Work

The following sample scope of work was created, including tasks we commonly see for improvement projects. A project-specific scope of work will be created for any and all project needs.

Task 1 Project Management and Administration

Task 1.1 Kick-Off Meeting

- Schedule a kick-off meeting with the City to clarify the exact Scope of Work and all expectations, identify key design issues, confirm the required design concepts, design criteria, and design standards that apply to this project, as well as discuss the project schedule. The meeting will also be a forum to establish consensus for the project goals and objectives that will be used as a basis for the PS&E and to define project milestones.

Task 1.2 Design/Coordination Meetings

- Attend design/coordination meetings with City staff.

Task 1.3 Project Schedule

- Prepare monthly updates and revised Project Schedule.

Task 1.4 Project Management

- Perform general project management and coordination.

TASK 1 DELIVERABLES

- Meeting Notes
- Upload Schedule As Needed
- Monthly Project Status Reports

Task 2 Studies, Investigation, and Data Acquisition

2.1 Topographic Survey Base Mapping & Subsurface Utility Research

- Perform cross-section survey of linear corridor at appropriate intervals.
- Perform topographic survey of all hardscape and softscape, including grade breaks, high points, and low points. In flat areas, measure spot elevations in a grid pattern at appropriate intervals.
- Locate surface-visible utility features and improvements, such as signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.
- Trees 6" in diameter or larger will be located.
- At manholes and accessible structures, measure invert elevation of all gravity storm drains and sewer pipes. Annotate topographic survey drawing with invert elevation, approximate diameter, and orientation of each pipe visible at the time of the survey. Where access is not practical, Westwood shall indicate by notation on the mapping deliverable.
- Create existing ground Civil 3D TIN surface model.
- Prepare topographic survey base map drawing at a 1" = 20' scale.
- Compile a list of utility companies who may have facilities in the vicinity of project.
- Request copies of existing maps, GIS data, improvement plans, as-builts, record drawings, etc. from each utility operator that shows their existing subsurface infrastructure within the project limits.
- Use compiled records together with field observed surface evidence to prepare a subsurface utility base map drawing and incorporate the information into the topographic survey.
- Where possible, existing utility meta information will be annotated on the base mapping to reflect available details extracted from the provided utility drawings.

2.2 Conceptual Boundary Base Mapping

- Prepare a conceptual property boundary/road right-of-way linework base map drawing covering the subject mapping limits area. Linework will be based solely on record information from filed survey maps, recorded documents, and any other client-provided information, then placed relative to other deliverables using a limited amount of physical evidence.
- This is not a resolved boundary; no boundary analysis or adjustment will be performed. The following limitations apply:
 - » Excludes setting of monuments or filing maps/corner records.
 - » Excludes review of adjoining property deeds or resolution of conflicting title evidence.
 - » Excludes obtaining a title report. However, if one is provided, it will be reviewed and any applicable exceptions will be plotted from record where possible.
 - » Plotting of easements or other encumbrances is limited to readily available information obtained by or discovered throughout the process of researching relevant maps, documents, and title reports (if provided). Additional encumbrances may exist. No guarantee is made as to the completeness of said information.
- This item is conditional on finding sufficient corners set by previous surveys. If property corner monuments of record have been destroyed, do not fit, or were never set, then pursuant to the Professional Land Surveyors' Act, additional surveying and a "Record of Survey" or a "Corner Record" may be required to resolve the boundary. If additional surveying is necessary, a briefing with the Client will be arranged, and work will proceed only after authorization from the Client.

2.3 Pre-Construction Monument Preservation Plan

- At the Geometrically Approved Drawing stage, research available records for the project area and identify survey monuments that fall within the demo and/or construction limits and may be disturbed or destroyed in the process of constructing the proposed improvements.
- Prepare a pre-construction monument preservation plan, including the approximate location, character, and record reference(s) for each potentially impacted survey monument; baseline instructions and standards for confirming and establishing references necessary to provide for the conservation of the monuments position in the event that it is disturbed or destroyed.
- Prepare a Surveyor's Estimate for all identified survey monuments requiring proactive protections.

2.4 Studies and Investigations

- We will undertake comprehensive studies and investigations to validate design requirements. This may include a pavement evaluation and geotechnical investigation, traffic study, environmental documentation, etc. as required by the project scope.
- Prepare Utility notification letters (Letter A) and take lead on utility relocations as needed.
- Prepare a Utility Communication Log to be submitted with every submittal.

TASK 2 DELIVERABLES

- Digital Copies of Survey Drawings in AutoCAD Civil 3D
- PDF of Composite Survey/Existing Conditions Drawing
- Digital Copies of Third-Party Utility Records, Maps, Drawings, etc. (As Available)
- PDF of the Pre-Construction Monument Preservation Plan and Surveyor's Estimate
- Site Photos and Notes (As Necessary)
- Pavement Condition Survey Report (As Necessary)
- Geotechnical Report (As Necessary)
- Utility Letter A (As Necessary)
- Utility Communication Log (As Necessary)

Task 3 Design Confirmation

Task 3.1 Geometrically Approved Drawing/Schematic Design Approval

- Based on mutually agreed-upon project requirements and the Construction Budget, we will design and prepare a Geometrically Approved Drawing (GAD) or Schematic Design Approval, as appropriate.
- After approval, we will provide linework in support of PS&E preparation.

3. SERVICES AND HISTORY

- These deliverables will be submitted for City review, modification if required, and ultimate acceptance, demonstrating the conceptual and scope aspects of the proposed project.
- Prepare and provide pothole exhibit showing potential utility conflicts, as necessary.

TASK 3 DELIVERABLES

- Provide to the City One (1) PDF Copy of the Geometrically Approved Drawing or Schematic Design for Approval

Task 4 Construction Documents Phase

Following the review and acceptance of the schematic design phase, and upon issuance of a written NTP with the Construction Document Phase, Westwood commits to the following tasks:

4.1 Detailed Plans, Specifications, & Estimate of Construction Cost

- Utilizing accepted design, Westwood will prepare detailed plans and specifications outlining the complete work, materials, workmanship, finishes, and required equipment, fixtures, and site work for submittal to the City at 60%, 90%, and 100%.
- We will also create necessary bidding information, general and special conditions of the general construction contract, technical specifications, and bid proposal and contract forms, all subject to City review and acceptance.
- An estimate of construction cost will be submitted for City review at each submittal milestone.
- This estimate will include costs for add alternates, segregated bid items, and any equipment or fixtures incorporated or excluded from the general construction contract.

4.2 Submittals and Regulatory Assistance

- The Consultant will make necessary submittals for City acceptance.
- Assistance in obtaining approvals, permits, reports, statements, or waivers from public agencies and utility companies will be provided.

4.3 Reproducible Bid Documents and CAD Files

- After acceptance of final corrections, Westwood will provide one set of accepted reproducible bid documents to the City.
- Additionally, we will supply one complete set of CAD files for drawings and Microsoft Word file for specifications.

TASK 4 DELIVERABLES

- Meeting Notes
- Update Schedule (As Needed)
- Monthly Project Status Reports
- Utility Letter B (As Needed)
- Utility Letter C (As Needed)
- Utility Communication Log
- Provide to the City One (1) PDF Copy of the Construction Documents Including:
 - » Detailed Project Plans
 - » Project Specifications
 - » Final Estimate of Construction Cost
- Calculations and Support for Construction Contract Quantities (As Requested)

Task 5 Bidding Phase

Upon review and acceptance of the construction document phase, the Consultant will assist the City in obtaining bids. Westwood commits to the following tasks:

5.1 Bid Assistance

- Westwood will support the City in obtaining bids, refraining from direct communication with potential bidders.

5.2 Addendum Response

- Within three (3) calendar days of any City request, the Consultant will promptly draft and provide addenda deemed reasonable or necessary for the bidding process.

TASK 5 DELIVERABLES

- Meeting Notes
- Update Schedule (As Needed)
- Monthly Project Status Reports
- Addendum Responses

Task 6 Construction Phase and General Construction Contract Administration

The Construction Phase and General Construction Contract Administration will commence upon award of the general construction contract and continue until the filing of a Notice of Completion. Under the direction of the City's designated Construction Manager, Westwood commits to the following tasks:

6.1 Pre-Construction Conference Participation

- Westwood will attend the pre-construction conference and, if called upon by the City, discuss various aspects of the construction phase on behalf of the City.

6.2 Review of Shop Drawings & Material Submittals

- Westwood will review and recommend in writing the acceptance or non-acceptance of shop drawings, equipment, and material submittals as required by the general construction contract and applicable laws and regulations.

6.3 Progress Monitoring and Quality Assurance

- Regular site visits will be conducted to assess progress and ensure work alignment with the general construction contract documents.
- Any defects or deficiencies discovered will be documented and reported to the City.

6.4 Contract Document Interpretations

- Interpretations of general construction contract documents necessary for proper execution or progress of the work (i.e., RFIs) will be rendered upon City request.

6.5 Recommendations on Change Orders, Claims, and Disputes

- Westwood will provide timely written recommendations on change orders, claims, disputes, or other questions arising from the general construction contract.

6.6 Design and Specification Services for Change Orders

- Upon City request, we will offer design and specification services to implement change orders necessary for clarification or interpretation of general construction contract documents.

6.7 Record Drawings Preparation

- Record Drawings will be prepared by updating accepted general construction documents to reflect changes or deviations during construction.

Westwood commits to delivering high-quality services throughout the Construction Phase, ensuring compliance with project specifications and standards.

TASK 6 DELIVERABLES

- PDF Review of Shop Drawings & Material Submittals

3. SERVICES AND HISTORY

- Site Photos and Memorandums (As Applicable)
- PDF Response to RFIs
- PDF Copy of As-Built Record Document

Cost Control and Budgeting Methodology

While the success of any singular project requires positive implementation of numerous factors, cost control and budget are consistently found to be amongst the top-ranking goals for all clients. As such, the Project Manager is tasked with first determining the project's goals and objectives during the proposal stage and then preparing a comprehensive proposal to ensure that the design efficiently achieves the goal while ensuring there are no scope gaps. A well-prepared project scope and fee is the first step in cost control and budgeting and often allows for additional discussion and further definition of the project goals with stakeholders. Each stage of a project requires precise planning and execution to maintain efficiency, and successful cost management is achieved when there's consistent control throughout the entire process.

Upon project initiation, there is typically a period of data collection. Streamlining this effort allows for efficiency on the part of the consultant as well as the owner/stakeholders who are likely involved in providing some of the data. This stage may also involve multiple disciplines or subconsultants going out to the project site. Strong leadership and direction from the Project Manager, combined with clear kick-off meetings to discuss exact scope, are key components in effectively executing this stage.

The next stage is typically a level of scope confirmation and can have significant variation in how much effort is needed for that effort. Once again, a clear understanding of the project goals will allow for a swift and efficient route through this stage of the project.

Project documentation begins upon completion of scope confirmation and potentially has most significant effort of the project. A key strategy for success is not initiating a phase before its predecessors have been completed and confirmed. As this stage is inherently iterative while also requiring the most significant effort, this is the most likely culprit to cost overruns during the design phase.

Utilizing proprietary AI technology, the Project Manager has up-to-date cost information at their fingertips. The internal dashboard provides visual indicators that are easily interpreted and correlated to the project timeline. This allows for the Project Manager to continuously project efforts through future stages of the project and identify potential issues with time to implement a cost-saving strategy.

Budget Maintenance on a Recent Regional Project

On a recent park project in the City of Merced (CP-42), the initial RFQ was relatively undefined and our team made various assumptions on the scope during the proposal stage. As we worked through the scope confirmation, it became clear that the City's budget was being impacted by the increases in construction costs due to the COVID-19 pandemic. As such, the City was forced to take a phased approach and move some of the amenities into future phases. We adjusted the scope and provided for a phased approach to the project by taking the entire site through 30% design and then iterating through the initial phase to maximize the available construction budget that was available. Although our design efforts were somewhat reduced, we were able to maintain efficiency through the remaining design and ultimately provided the City with a substantial reserve from the original contract upon completion of Bid Documents. During the early stages of construction of the project, the City's budget received numerous significant increases and the scope of the project grew. Preparing additional design documentation at such a delayed timeline as the original contract documents poses a risk for cost overrun as the efficiency of getting back into a project can be challenging. We were able to utilize the strategies noted above to provide the City with all of the design as well as construction support without the need for a contract change order.



Roles and Organization of Team

Westwood Professional Services is committed to providing the City of Turlock with a comprehensive range of public infrastructure services, including **civil engineering, land surveying, landscape architecture, transportation engineering, public outreach, grant assistance, structural and electrical engineering, roundabout design, and environmental services**. Our approach ensures that the City receives high-quality support from a deeply experienced team, with services primarily delivered from our Modesto, Fresno, and Merced offices. These Central California locations offer convenient proximity to the City, allowing for timely responses and hands-on involvement in every phase of the project.

To further enhance our service offering, we can also draw on the expertise of our staff from our Nevada, Texas, and Minnesota offices when specialized services or additional resources are needed. **With over 95 professional staff members in California and a network of more than 1,700 professionals nationwide, Westwood has the capacity and expertise to manage complex projects efficiently and effectively, ensuring that the City's infrastructure needs are met without delay.**

While we are not proposing any formal subconsultant partnerships for this agreement, we maintain strong relationships with trusted local specialty firms. These relationships enable us to bring in additional expertise when required, such as for geotechnical engineering, right-of-way acquisition, utility locating, and other niche services. **Our priority is to leverage our vast internal resources to support the City, providing a streamlined, cohesive team that delivers consistent results. However, should the City prefer or require subconsultant options, we are ready to propose and manage those arrangements with complete transparency.**

Throughout this proposal, we highlight our four key team members based in California, along with selected supporting staff who will be directly involved in the City's projects. This structured approach ensures that the City of Turlock receives the most effective and tailored support for its diverse infrastructure improvement needs.

Project and Management Approach

We understand that **the success of this on-call agreement with the City of Turlock relies heavily on centralized, local project management**. To ensure this, we **propose assigning either Kristen Scheidt, PE, or Scott Roberts, PLS, as the Project Manager for any task order arising from the agreement. Both professionals are based in our Central Valley offices.** Their proximity ensures rapid response times and direct engagement with City staff, which is crucial for the smooth execution of projects.

Kristen and Scott bring extensive experience managing public improvement projects across the Central Valley, with a **focus on Stanislaus, Madera, Kings, Fresno, Tulare, and Merced Counties**. They have each developed a dedicated team of professionals that range from licensed engineers and surveyors to recent college graduates with advanced CAD skills. This team structure allows them to efficiently allocate the right mix of talent for every project, ensuring that tasks are completed with precision, timeliness, and cost-efficiency. Their approach provides Turlock with a consistent and familiar point of contact throughout the agreement, building trust and ensuring strong communication from start to finish.

4. RESPONSE TIME

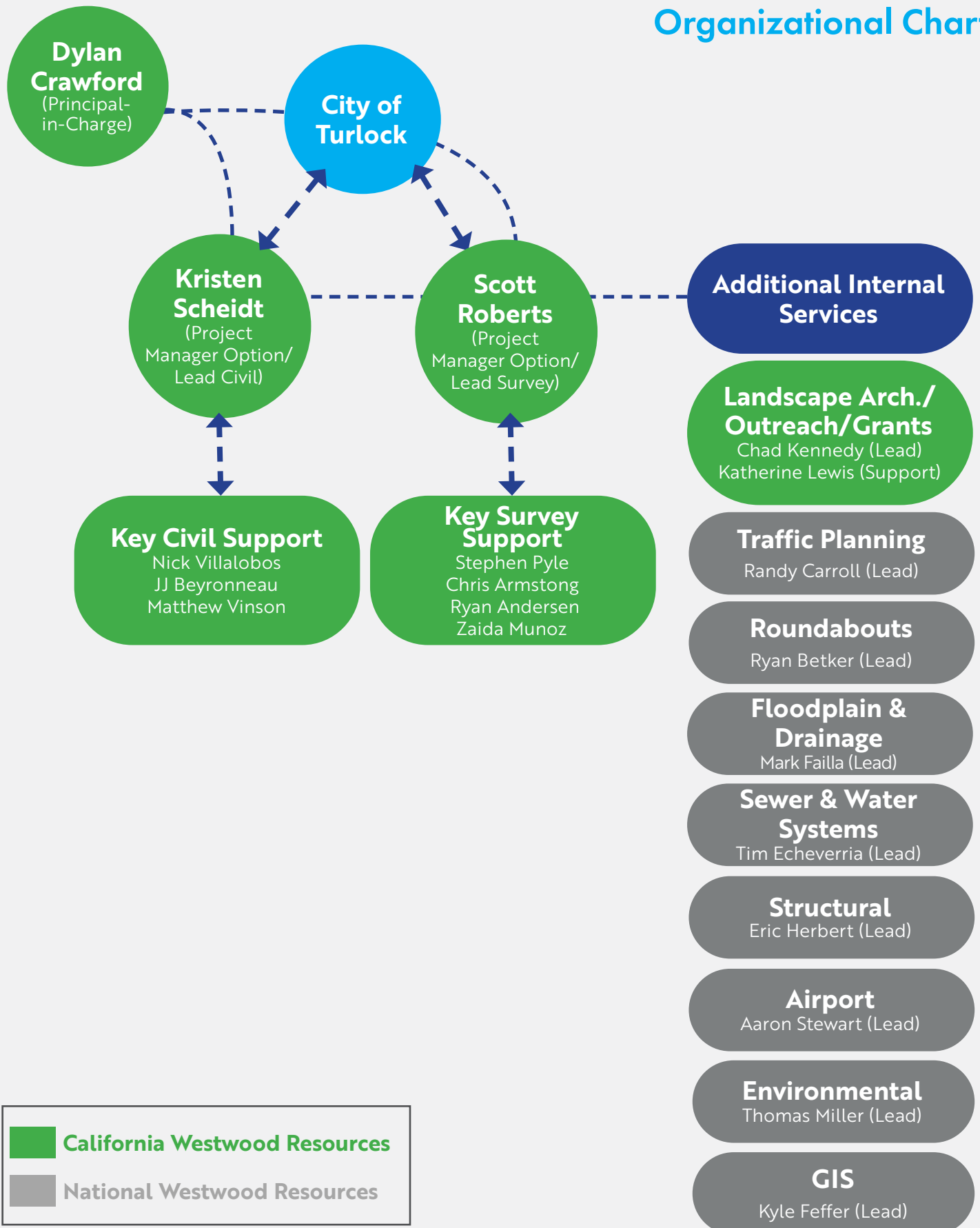
For each task order, Scott or Kristen will strategically assemble a multidisciplinary team tailored to the specific needs of the project, drawing on our in-house expertise in civil engineering, land surveying, landscape architecture, transportation engineering, public outreach, grant assistance, structural and electrical engineering, roundabout design, airport planning, and environmental services. Additionally, we will leverage our established relationships with trusted specialty resources for specialized services, including geotechnical engineering, right-of-way acquisition, utility locating, aerial photography, and any other project needs, ensuring all goals are met.

As leaders within Westwood's California team, Kristen and Scott are well-versed in navigating the complexities of public infrastructure projects. Their track records of delivering high-quality results, combined with their excellent communication and problem-solving skills, make them ideal partners for the City. Both are committed to ensuring that the goals and priorities of every project align seamlessly with the City's vision. **With their expertise and leadership, we are confident that we can provide the City of Turlock with reliable, efficient, and high-quality support for all public infrastructure improvement projects.**

Meet Your Key Staff

	Dylan Crawford, PLS	Kristen Scheidt, PE	Scott Roberts, PLS	Chad Kennedy, PLA
Role	Principal-in-Charge	Lead Civil/Project Manager Option	Lead Survey/Project Manager Option	Landscape Architectural Principal
Location	Modesto	Merced	Fresno	Modesto
License	PLS No. 7788, CA	PE No. 75665, CA; QSD No. 75665, CA	PLS No. 9235, CA; FAA Remote Pilot	Landscape Architect No. 5426, CA; LEED AP; ISA Certified Arborist; Certified Playground Inspector
Education	General Education	BS, Civil Engineering, Cal Poly, San Luis Obispo	BS, Geomatics Engineering, Fresno State	MS, Landscape Architecture, Utah State
Firm Experience	28 Years	7 Years	9 Years	19 Years
Industry Experience	29 Years	20 Years	14 Years	23 Years
Local Experience	✓	✓	✓	✓

Organizational Chart



4. RESPONSE TIME

Key Personnel Availability

Our key staff are strategically prepared to support Turlock's on-call engineering and surveying needs, with a clear commitment to balancing current projects and dedicating resources as required. Each team member, from project managers to technical specialists, has been carefully assigned to ensure seamless availability for Turlock's anticipated projects, with the flexibility to adapt to changing priorities. With a wealth of experience in on-call services across Central Valley municipalities, our team is practiced in efficiently coordinating schedules, reallocating resources, and ramping up support for urgent timelines or rigorous deadlines. By actively managing workload capacity and maintaining open communication, we are fully equipped to meet Turlock's needs without compromising our high standard of quality, responsiveness, and commitment.

Key Personnel Name	Role	Availability
California Westwood Resources		
Dylan Crawford, PLS	Principal-in-Charge	7%
Kristen Scheidt, PE	Lead Civil Engineer/Project Manager Option	40%
Scott Roberts, PLS	Project Manager Option/Lead Land Surveyor	40%
Chad Kennedy, PLA	Landscape Architectural Principal	15%
JJ Beyronneau, EIT	Project Engineer	40%
Nickolas Villalobos, EIT	Project Engineer	40%
Stephen Pyle, PLS	Project Surveyor	35%
Zaida Munoz, LSIT	Assistant Surveyor	35%
Katherine Lewis, PLA, CPSI	Landscape Architect/Outreach	35%
Chris Armstrong, LSIT	Construction Staking	35%
Ryan Andersen	Construction Staking	40%
Matt Vinson	SWPP/Civil Engineer	30%
National Westwood Resources		
Randy Carroll, PE, PTOE	Traffic Planning	20%
Ryan Betker, PE	Roundabout Design	25%
Mark Faila, PE, CFM	Floodplain & Drainage	30%
Tim Echeverria, PE	Sewer Collection/Water	35%
Eric Herbert, PE	Structural Engineer	20%
Aaron Stewart, PE	Aviation Lead	25%
Thomas Miller, PE, LEED AP	Environmental Assessment	30%
Kyle Feffer, GISP	GIS Support	35%

Public Agency Experience

Public Clients

We have completed public projects at the Federal, State, utility district, and local government levels. A selection includes:

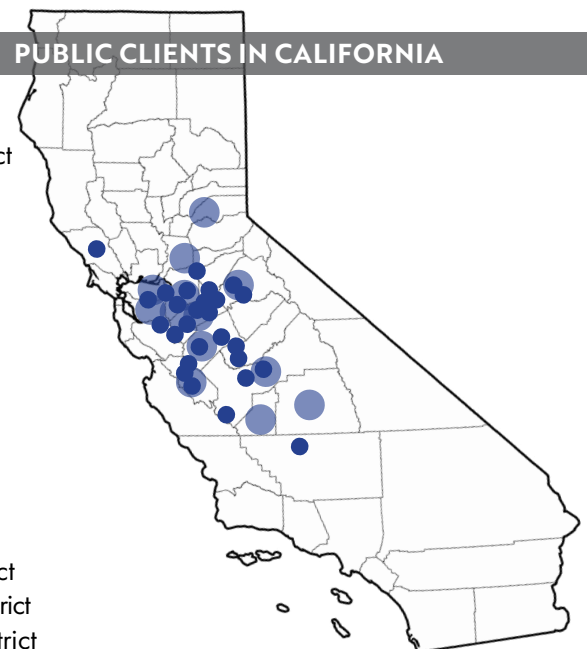
- Cal Water
- Calaveras County Water District
- California Dept. of Corrections and Rehabilitation
- California Dept. of Fish and Game
- California High-Speed Rail Authority
- City of Avenal
- City of Ceres
- City of Chowchilla
- City of Clovis
- City of Danville
- City of Earlimart
- City of Escalon
- City of Fresno
- City of Hollister
- City of Hughson
- City of Kerman
- City of Lathrop
- City of Lodi
- City of Los Banos
- City of Madera
- City of Manteca
- City of Merced
- City of Modesto
- City of Newman
- City of Patterson
- City of Pleasanton
- City of Redwood City
- City of Ripon
- City of Riverbank
- City of Salinas
- City of Santa Clara
- City of Santa Rosa
- City of Scotts Valley
- City of Sonora
- City of Sunnyvale
- City of Tracy
- City of Turlock
- City of Waterford
- Contra Costa Water District
- Cordova Recreation & Park District
- County of Fresno
- County of Kings
- County of Merced
- County of San Joaquin
- County of Stanislaus
- County of Tulare
- County of Tuolumne
- Delta Diablo Water District
- Dublin San Ramon Services District
- Grayson Community Services District
- **Kings County Area Public Transit**
- Linda County Water District
- Livermore Area Rec. and Park District
- Merced Irrigation District
- North Highlands Recreation & Park District
- Sacramento Parks Foundation
- Salida Fire Protection District
- San Jose Water Company
- Santa Clara Valley Water District
- Scotts Valley Water District
- U.S. Bureau of Reclamation
- U.S. Department of Veterans Affairs
- UC Merced
- Veolia Water
- Walnut Creek Unified School District

On-Call Services

We have served as an on-call firm for the following public agencies:

- California High-Speed Rail Authority
- Caltrans District 6 & 10
- City of Ceres
- City of Cupertino
- City of East Palo Alto
- City of Fresno
- City of Lincoln
- City of Livermore
- City of Lodi
- City of Los Banos
- City of Manteca
- City of Modesto
- City of Patterson
- City of Pleasanton
- City of Richmond/Veolia Water
- City of Riverbank
- City of Salinas
- City of San Bruno
- City of San Carlos
- City of Santa Rosa
- City of Tracy
- City of Turlock
- City of West Sacramento
- Cordova Recreation & Park District
- County of Contra Costa
- County of Fresno
- County of Kern
- County of Merced
- County of Placer
- County of San Benito
- County of San Joaquin
- County of Sonoma
- County of Stanislaus
- County of Tuolumne
- Delta Diablo Water District
- Dublin San Ramon Services District
- Groveland Community Services District
- Livermore Area Rec. and Park District
- Mid-Peninsula Water District
- Santa Clara Valley Water District

PUBLIC CLIENTS IN CALIFORNIA



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Michael Beltran, Director of Engineering

City of Ceres
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michael.beltran@ci.ceres.ca.us
209.971.4353

Work Performed

Westwood supported the City of Ceres with on-call consulting services since 2010. Services have include master plans, project design, cost estimates, construction documents, and construction phase assistance. Project have included medians, lawn conversions, parks, sports facilities, playgrounds, downtown improvements, streetscapes, trails, utilities, and more. Services have included grant writing, community outreach, guidelines/standards development, arborist reviews, civil engineering, land surveying, and landscape architecture.

Melissa Blau, Projects Administrator

City of Fresno
1910 East University Avenue, Fresno, CA 93703
melissa.blau@fresno.gov
559.621.8717

Work Performed

Westwood has cultivated a strong and collaborative relationship with the City of Fresno, where we currently provide on-call services for a variety of impactful projects. Our work encompasses a diverse range of initiatives, including the design and enhancement of roadways, pools, parks, playgrounds, overlooks, and other community amenities. We pride ourselves on delivering comprehensive services, including community outreach, civil engineering, land surveying, and landscape architecture. One of our notable ongoing civil engineering projects is the E Street Improvements, which aims to enhance roadway safety on a key corridor.

Joe Harrell, Senior Engineer

County of Fresno
2220 Tulare Street, 7th Floor, Fresno, CA 93721
jharrell@fresnocounty.ca.gov
559.600.4534

Work Performed

Westwood has held multiple on-call contracts with the County of Fresno since 2015. Services have included topographic surveys, horizontal and vertical control points, boundary/ROW surveys, channel cross sections, and monument preservation. Projects have included roads, road reconstruction, road widening, bridge replacement, bridge rehabilitation, hydraulic analysis, and other capital improvements. We've supported the County Bridge Preventative Maintenance Program, monument preservation efforts, and SB-1 funded overlays.



The Westwood team supported the **Pioneer Road Widening in the City of Los Banos**. Our team provided right-of-way engineering and surveying services to support this **critical roadway for the Los Banos community**.

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Yosemite Avenue Reconstruction: Merced, CA

1. Contracting Agency	City of Merced
2. Contracting Agency Project Manager	Mike Beltran
3. Contracting Agency Contact Information	michael.beltran@ci.ceres.ca.us - 209.538.5775 (Currently at City of Ceres)
4. Contract Amount	\$127,000
5. Funding Source	SB-1 and Measure V
6. Date of Contract	February 2022
7. Date of Completion	Current
8. Consultant Project Manager	Kristen Scheidt, PE - kristen.scheidt@westwoodps.com - 559.319.0070
9. Project Objective	Improve vehicle travel and increase pedestrian safety.
10. Project Description	Westwood is providing civil engineering and land surveying services including topographic surveying, PS&E, bid support, and construction support to improve this key roadway in the City of Merced.
11. Project Outcome	4,000 linear feet of roadway will be reconstructed by either full-depth reclamation or conventional grind and overlay. Existing pedestrian ramps and sidewalks will be upgraded to meet ADA standards. The existing 18" sewer line will be replaced and upsized to 30". Phasing will be critical to the success of this project as the roadway is heavily utilized in the community. The project is currently on schedule and on budget.

Safe Routes to Schools ADA Pedestrian Improvements: Turlock, CA

1. Contracting Agency	City of Turlock
2. Contracting Agency Project Manager	Randall Jones, Assistant Engineer
3. Contracting Agency Contact Information	rjones@turlock.ca.us - 209.668.5560
4. Contract Amount	\$91,839
5. Funding Source	ATP
6. Date of Contract	April 2019
7. Date of Completion	October 2019
8. Consultant Project Manager	Mike Persak, PE - mike.persak@westwoodps.com - 209.497.4061
9. Project Objective	Improve pedestrian safety.
10. Project Description	Westwood provided civil engineering, land surveying, and utility coordination services for this project, which installed new curb, gutter, sidewalk, crosswalks, and access ramp improvements in several locations in the southern part of the City of Turlock. Intersections were evaluated to determine the necessary improvements. Services included a topographic survey, a boundary survey, and PS&E.
11. Project Outcome	Five intersections required replacing all four existing curb ramps with ADA compliant ramps, seven intersections required replacing two existing curb ramps with ADA compliant ramps, and four intersections required replacing three existing curb ramps with ADA compliant ramps. Over 2,500 linear feet of sidewalk was designed to provide continuous sidewalks for pedestrians. The project was completed on schedule and on budget.

7. SAMPLE WORK

Valley Children's Hospital Infrastructure Phases 1 & 2: Madera, CA

1. Contracting Agency	Valley Children's Hospital
2. Contracting Agency Project Manager	Nathan Newman, Construction Project Manager
3. Contracting Agency Contact Information	nnewman@valleychildrens.org - 559.353.7092
4. Contract Amount	\$289,980 (Phase 1); \$135,500 (Phase 2)
5. Funding Source	Private
6. Date of Contract	June 2020 (Phase 1); September 2021 (Phase 2)
7. Date of Completion	January 2023 (Phase 1 Construction); August 2023 (Phase 2 Construction)
8. Consultant Project Manager	Kristen Scheidt, PE - kristen.scheidt@westwoodps.com - 559.319.0070
9. Project Objective	Improve infrastructure at the Valley Children's Hospital main campus.
10. Project Description	Civil engineering, land surveying, and landscape architecture to support two phases of roadway and utility improvement roadways and roundabouts.
11. Project Outcome	Infrastructure improvements were designed including backbone sewer, water, and storm drain, as well as roadways and roundabouts. The project was completed on schedule and on budget. Westwood provided planning services, construction documentation, and construction phase assistance.

Salado Avenue and 7th Street Roundabout: Patterson, CA

1. Contracting Agency	City of Patterson
2. Contracting Agency Project Manager	Tiffany Rodriguez, Assistant Engineer
3. Contracting Agency Contact Information	tirodriguez@ci.patterson.ca.us - 209.895.8075
4. Contract Amount	\$123,799
5. Funding Source	CML
6. Date of Contract	March 2019
7. Date of Completion	December 2020
8. Consultant Project Manager	Mike Persak, PE - mike.persak@westwoodps.com - 209.497.4061
9. Project Objective	Ease congestion and pedestrian traffic by converting this five-leg-all-way stop controlled intersection into a roundabout.
10. Project Description	Westwood provided civil engineering, land surveying, landscape architecture, and utility coordination services for this traffic-calming and pedestrian safety project.
11. Project Outcome	The roundabout improved operations to Level of Service (LOS) A, reduced the number of stops drivers make, improved traffic efficiency, and reduced emissions. In addition, the project upgraded pedestrian crosswalks adjacent to Patterson High School. Improved pedestrian facilities included high visibility yellow crosswalks with modified angles, which enhanced both driver and pedestrian awareness and visibility. The project was completed on schedule and on budget.

HSIP Cycle 11 Safety Improvements: Kings County, CA

1. Contracting Agency	Kings County
2. Contracting Agency Project Manager	Patricio Villegas, Engineer
3. Contracting Agency Contact Information	patricio.villegas@co.kings.ca.us - 559.852.2700
4. Contract Amount	\$222,551
5. Funding Source	HSIP
6. Date of Contract	August 2023
7. Date of Completion	Current Project
8. Consultant Project Manager	Kristen Scheidt, PE - kristen.scheidt@westwoodps.com - 559.319.0070
9. Project Objective	Improve the safety of critical roadways in Kings County.
10. Project Description	Civil engineering and land surveying services to improve roadway safety with the installation of left-hand turn pockets and flashing beacons.
11. Project Outcome	Left-hand turn pockets on Excelsior Avenue at the intersections of 11th and 13 1/4 Avenues and flashing beacons at four additional intersection will be installed. The project is currently on schedule and on budget.

Monument Preservation for SB-1 Improvements: Kings County, CA

1. Contracting Agency	Kings County
2. Contracting Agency Project Manager	Mitchel Cabrera, PE, Chief Engineer
3. Contracting Agency Contact Information	mitchel.cabrera@co.kings.ca.us - 559.852.260
4. Contract Amount	\$81,533
5. Funding Source	SB-1
6. Date of Contract	August 2022
7. Date of Completion	January 2023
8. Consultant Project Manager	Scott Roberts, PLS - 559.668.009 - scott.roberts@westwoodps.com
9. Project Objective	Improve over 30 roadway segments.
10. Project Description	Westwood is providing monument preservation services before, during, and after construction to support the improvements of these key roadways.
11. Project Outcome	Grangeville Boulevard, Kansas Avenue, Sixth Avenue, and Excelsior Avenue will all be receiving improvements through either hot mix asphalt overlays or slurry seals. Field crews search for each monument thoroughly using experience and high-tech, modern instruments. All recovered monuments are cataloged, photographed, located with swing-ties, and measured spatially. Licensed Land Surveyors oversee and peer review the entire process from start to finish.

October 30, 2024

City of Turlock
Attn: Purchasing
156 Broadway, Suite 270, Turlock, CA 95380

Re: Turlock On-Call Engineering and Surveying Services

To Whom It May Concern,

As requested, we have provided our fee schedule, including titles and hourly rates for staff.

We appreciate the opportunity to provide on-call engineering and surveying services to the City of Turlock.

Sincerely,



Dylan Crawford, PLS, Principal-in-Charge
1165 Scenic Drive, Suite A, Modesto, CA 95350
209.571.1765
dylan.crawford@westwoodps.com



FEE SCHEDULE FOR SERVICES
2024 – California - PW

The following is the fee schedule for all work performed under an hourly agreement.

Classification	Hourly Rate
Survey Tech I	\$110.00
Survey Tech II	\$125.00
Survey Tech III	\$140.00
Survey Tech IV	\$160.00
Survey Tech V	\$180.00
Survey Tech VI	\$195.00
Survey Field I	\$190.00
Survey Field II	\$190.00
Survey Field III	\$230.00
Survey Field IV	\$250.00
Survey Field V	\$170.00
Survey Field VI	\$230.00
Survey Field VII	\$240.00
Graduate Surveyor I	\$145.00
Graduate Surveyor II	\$155.00
Graduate Surveyor III	\$165.00
Surveyor I	\$160.00
Surveyor II	\$180.00
Surveyor III	\$205.00
Surveyor IV	\$225.00
Surveyor V	\$240.00
Surveyor VI	\$255.00
Remote Sensing Field Tech I	\$90.00
Remote Sensing Field Tech II	\$120.00
Remote Sensing Field Tech III	\$130.00
Remote Sensing Field Tech IV	\$150.00
Remote Sensing Field Tech V	\$165.00
Remote Sensing Field Tech VI	\$180.00
Remote Sensing Field Tech VII	\$190.00
Remote Sensing Field Tech VIII	\$205.00
Remote Sensing Tech I	\$130.00
Remote Sensing Tech II	\$145.00
Remote Sensing Tech III	\$165.00
Remote Sensing Tech IV	\$175.00
Remote Sensing Tech V	\$190.00
Remote Sensing Tech VI	\$220.00

Engineering Tech I.....	\$105.00
Engineering Tech II	125.00
Engineering Tech III.....	\$140.00
Engineering Tech IV	\$155.00
Engineering Tech V.....	\$165.00
Engineering Tech VI	\$180.00
Engineering Tech VII.....	\$200.00
Graduate Engineer I	\$150.00
Graduate Engineer II	\$160.00
Graduate Engineer III.....	\$170.00
Graduate Engineer IV	\$180.00
Engineer I	\$185.00
Engineer II	\$195.00
Engineer III.....	\$210.00
Engineer IV	\$230.00
Engineer V	\$260.00
Engineer VI	\$275.00
Engineer VII.....	\$290.00
Environmental Scientist I	\$120.00
Environmental Scientist II.....	\$135.00
Environmental Scientist III	\$150.00
Environmental Scientist IV.....	\$165.00
Environmental Scientist V	\$185.00
Environmental Scientist VI.....	\$200.00
Environmental Scientist VII	\$225.00
Environmental Scientist VIII.....	\$245.00
Environmental Field I.....	\$105.00
Environmental Field II	\$115.00
Environmental Field III.....	\$125.00
GIS I	\$100.00
GIS II	\$115.00
GIS III	\$130.00
GIS IV	\$145.00
GIS V	\$170.00
GIS VI	\$185.00
GIS VII	\$195.00
GIS VIII.....	\$205.00
Graduate Landscape Designer I.....	\$145.00
Graduate Landscape Designer II	\$155.00
Graduate Landscape Designer III.....	\$165.00
Landscape Architect I	\$160.00
Landscape Architect II.....	\$170.00
Landscape Architect III	\$180.00
Landscape Architect IV	\$200.00
Landscape Architect V	\$220.00
Landscape Architect VI.....	\$240.00
Admin I	\$115.00
Admin II.....	\$125.00

Admin III	\$135.00
Admin IV.....	\$150.00
Admin V	\$165.00
Intern I	\$90.00
Intern II	\$110.00
Intern III.....	\$130.00
Assistant Project Manager I	\$190.00
Assistant Project Manager II	\$205.00
Assistant Project Manager III.....	\$215.00
Project Manager I	\$200.00
Project Manager II	\$225.00
Project Manager III.....	\$245.00
Project Manager IV	\$265.00
Project Manager V	\$285.00
Project Manager VI.....	\$300.00
Project Manager VII.....	\$315.00
1 Person Geospatial Crew (w/Truck)	\$165.00
Drafter I	\$105.00
Drafter II.....	\$125.00
Drafter III.....	\$140.00
Drafter IV	\$155.00
Expert Witness – Court Appearance/Deposition.....	2 x rate

Westwood Current™ (Geospatial Project Management Tool) Setup and Licensing\$600.00+
Specialized Geospatial Equipment – Per Day Use\$200.00 – \$3,000.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost plus 15 percent.

Note: Rates Subject to Annual Escalation

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services (“Agreement”) dated _____ between the City of Turlock (“City”) and _____ (“Consultant”).

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

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
PRECISION CIVIL ENGINEERING, INC.
for
ON-CALL ENGINEERING AND SURVEYING SERVICES**

City Contract No. 2025-101

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and PRECISION CIVIL ENGINEERING, INC., a California corporation (“Professional”), on this 14th day of January 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Engineering and Surveying Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) 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 rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum compensation, and schedule (“Completion Schedule”) for providing the Services. The Service

Request(s) shall be made effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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 Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 14th day of January, 2028 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement. Any request for Services not included in Exhibit A, Exhibit B, and the Service Request(s) executed under this Agreement 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, and the Service Request(s) executed under this Agreement. 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 Three-Hundred Thousand and No/100ths Dollars (\$300,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

6.3. 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.

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any

Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other

matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the

insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

27.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

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

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional:

**Precision Civil Engineering, Inc.
Attn: Edward Dunkel**

1234 O Street
Fresno, CA 93721

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Stephen Fremming, P.E.
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: SFremming@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

44. Execution and 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. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**Precision Civil Engineering, Inc., a
California corporation**

Edward D. Dunkel, Jr.

By: _____

Print Name: Edward D. Dunkel, Jr.

Title: President

Date 01/02/2025

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

Christopher Fisher
By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-015
FOR
ON-CALL AGREEMENT FOR
ENGINEERING AND SURVEYING SERVICES

RFQ ISSUED: 9/27/24

QUALIFICATIONS DUE: 10/30/2024 3:00 PM

SUBMIT QUALIFICATIONS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/27/2024
- ❖ Proposals Due: 10/30/2024 3:00 PM
- ❖ City Council Approval of Agreement: 12/10/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for engineering and surveying services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
3. Assist the City's Engineering Division with presentations and/or recommendations to the City staff, committees, boards, or the Turlock City Council;
4. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City;
5. Provide, either directly, or through the use of subconsultants, the following services:
 - a. Civil, mechanical, electrical engineering design
 - b. Computer aided drafting (CAD)
 - c. Engineering services during construction (submittal and RFI review)
 - d. Boundary surveying
 - e. Topographic surveying
 - f. Construction surveying
 - g. Cost estimates
 - h. Technical specifications
 - i. Any other related service necessary to provide biddable documents and support of City's capital improvement projects.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 30 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit.

The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. 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. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;

2. Background – Provide background and history of the company’s consulting experience which specifically addresses the organization’s knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.
8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City reserves the right to enter into agreements with multiple consultants. The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant(s) shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

Deliverables such as drawings, specifications, engineering reports, and any other technical data shall be provided to the City in the form of Microsoft Office and PDF documents. Hard copies may be requested on occasion.

The capital improvement projects to be delivered under the On-Call Agreement shall not include federally funded projects. Therefore, there is no Disadvantaged Business Enterprise (DBE) goal associated with the work performed under the On-Call Agreement.

Prospective consultants should note that, while the sample On-Call Agreement is written to include a maximum compensation amount of \$300,000, the City makes no guarantee as to the amount of work to be made available to the consultant during the term of the agreement. The compensation to be made to consultants may vary from the past based on actual needs.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 30, 2024. No late submittals will be accepted.

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on USB flash drive to be considered responsive. The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. Postmark dates will not be recognized. Proposals received after the deadline will be rejected and returned unopened.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to engineering and surveying services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. Proposals will not be made available to the public or competing firms until after the selection process has been completed.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City,

including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.



REQUEST FOR STATEMENT OF QUALIFICATIONS

CITY OF TURLOCK

ON-CALL
ENGINEERING AND SURVEYING
SERVICES

OCTOBER 30, 2024

PRECISION
CIVIL ENGINEERING, INC.

East Main Street, Turlock, Ca

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OCTOBER 30, 2024

CITY OF TURLOCK
PURCHASING DEPARTMENT
156 S. BROADWAY, STE. 270
TURLOCK, CA 95380



To Whom it May Concern:

On behalf of Precision Civil Engineering, Inc. (PCE), I am pleased to provide our response to the City of Turlock's "On-Call Agreement for Engineering and Surveying Services", dated September 27, 2024. We understand the scope of work requirements, as detailed within the above-referenced RFQ.

PCE is a privately owned California Corporation and State-certified small business enterprise, with its corporate office located in downtown Fresno. If given the opportunity to provide services for the City of Turlock, all business will be conducted in our branch office located in Merced, CA. PCE has provided municipal civil engineering and land survey services to public agency clients since our inception 22 years ago. PCE is a full-service consulting firm, with divisions in Civil Engineering, Land Surveying, Planning/Entitlements, Environmental Consulting, Construction Management, and Landscape Architecture. This provides for the unique ability to provide turn-key services under one roof. This in-turn allows for better project collaboration, improved responsiveness, closer budget monitoring, and unparalleled efficiency. The ultimate result is that projects and required duties are completed on time and within budget.

The skill set that we offer for design and engineering services stems from our vast experience with projects ranging from, capital improvement projects, project management, public outreach, acquisitions, master planning, procurement, grant writing, permitting, hydrologic and hydraulic modeling, and undergrounding and relocating utilities. We understand the parallelism between our abilities, experience, and the requirements for this project, which has resulted in our strong interest for this opportunity with the City of Turlock.

For this project our assembled team, presented in this package, possesses the integrity, reputation, and ability to excel in performing the required duties, while taking into consideration the special challenges that a consultant engineer and surveyor oversees. Our team would take pride in working for the City of Turlock and understands the special nature of the community. We firmly believe our firm maintains the capacity, experienced talent, and passion to make for a very successful and mutually beneficial relationship. I personally guarantee that PCE is committed in making the City of Turlock our top priority. We also understand the incredible potential of the city and would appreciate the opportunity to help make a difference and be a part of its continued success.

On behalf of the PCE team, I would like to thank you for considering our firm to provide engineering and surveying services for the City of Turlock. I personally guarantee that our services will be creative and responsive and will meet the City's goals as outlined in the RFQ. **We greatly look forward to the opportunity to team and get to work immediately to fit the needs of your project schedules and desires.**

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Edward D. Dunkel, Jr.", is written over a horizontal line.

Edward D. Dunkel, Jr.

1234 O. Street, Fresno, CA 93721

P: 559-449-4500

F: 559-449-4515

edunkel@precisioneng.net

Precision Civil Engineering

Organization Summary

Precision Civil Engineering, Inc. (PCE) was founded in Fresno in 2002. PCE is an established, full-service firm with a history of providing comprehensive and sustainable solutions on a wide range of complex projects and issues throughout California. We have built a notable reputation by providing services and solutions which reflect our commitment and expertise in executing well-planned, timely, and cost-efficient results for public agencies and private sector companies.

Our greatest asset is our highly-skilled core team of staff members, who have collaborated closely for many years. Together, they possess unmatched knowledge and experience in working with local and state-wide standards, policies, and procedures. Today, our firm employs over 50 full-time staff members, with offices in Fresno, Merced, and Visalia. Our divisions include:

- Planning / Entitlements
- Land Surveying
- Civil Engineering
- Landscape Architecture
- Construction Management

Firm Credentials

PCE's Engineering Division is led by Craig Roberts, PE, MS who brings more than 18 years of experience as an Engineer and Project Manager, spending a majority of those years in water resource engineering and master plan development. PCE's Engineering Division possesses skill-sets in every aspect of civil engineering from: Storm Water Master Planning, Site Master Planning, SWPPP-NPDES Permitting, Grading/Drainage Design, and many other services as mentioned throughout the proposal. Qualifications and experiences are further described on the following pages. Resumes are also included in the appendix.

Staffing that would be dedicated to the City of Turlock:

- 15** Engineering and Surveying Division Staff
 - 3** Professional Engineers
 - 2** Professional Land Surveyors
 - 3** Project Managers
 - 7** Engineering Support Staff, CAD Technicians



Firm Founded:
2002

Firm Legal Identity:
California Corporation
State-Certified Small Business

Firm Representative:
Edward D. Dunkel, Jr.
CEO & President

Firm Size:
50 Total Staff Members

Firm Website:
www.precisioneng.net

Office Locations:
1234 O Street, Fresno, CA
2807A G Street, Merced, CA
3000 W Main street, Visalia,
CA



Main Point of Contact:
Edward D. Dunkel, Jr.
President & CEO
☎ (559) 449-4500
✉ (559) 449-4515
✉ edunkel@precisioneng.net



Core Beliefs:

- Design with innovation, creativity, and attention to detail
- Be responsive to our clients' requests
- Understand the site/project and its constraints
- Maintain cost efficiency and timely work products
- Emphasize project budgets and critical path timelines

As a model of our approach, PCE will immediately form a team dedicated to each project and meet with the district officials to determine their requirements, needs and wishes. From initial site selection, through regulatory approval to project completion, PCE's staff has gained substantive technical knowledge from an expansive and comprehensive list of residential, retail/commercial/industrial, municipal, mixed use and educational projects. PCE's staff is well versed in current local, State and Federal ADA design requirements and new NPDES/SWPPP requirements. We are committed to providing designs that are ADA accessible, functional and visual pleasing. PCE will provide a dedicated team to SCCCD and guarantee immediate response to your surveying and engineering requirements.

PCE offers a highly diverse, experienced and qualified staff. We guarantee the completion of any assignment given by the School District with the highest level of quality. Our Staff enjoys the advantage of working together and providing engineering services for 22 years. We provide solid experience and relationships working within the County of Fresno and Madera and would be able to efficiently handle coordination between all necessary agencies, ensuring optimal communication and project flow.

PCE is a dynamic, established firm and has averaged 200 projects per year in the last three years with an approximate gross revenue of nearly \$10 million. We are working toward additional growth in project scope in the next three years and presently employ the manpower to accommodate this expansion accordingly. In addition to our highly efficient and competent technical staff, PCE currently maintains four field survey crews and guarantees immediate response and availability for all district projects.

Leadership Team



EDWARD DUNKEL, JR.
President & CEO

Engineering Team



CHRIS HOWARD, PE, ME,EE
Special Projects Engineer



CRAIG ROBERTS, PE, M.S.
Vice President of Engineering



NATHAN GLEAVES, PE
Senior Civil Engineer



JARED LINNEY, E.I.T
Project Manager

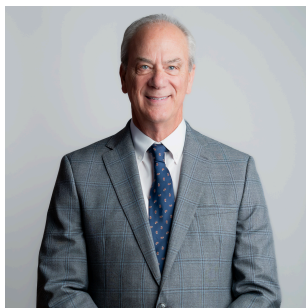


LISETTE CENEDEJAS
Project Manager

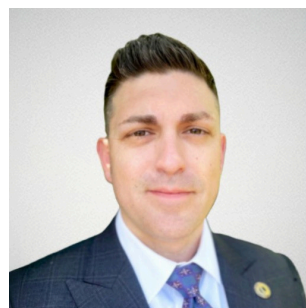


DAVID YACOBY
Senior Project Manager

Surveying Team



PETER COHRS, PLS
Senior Land Surveyor



RYAN JACKSON, PLS
Land Surveyor

Precision Civil Engineering Inc. provides all the in-house services needed to complete projects, thus our company structure is formulated to ensure that projects will be completed on time and within budget. Our staff has vast experience preparing plans, specifications and estimates; making us confident that our designs are practical and cost efficient.

Quality Control | PCE has established a vigorous and extensive quality control program that is structured to ensure project timelines and budgets are met, as follows:

- Field survey activities are routinely verified for accuracy and completeness, such that any discovered deficiencies do not become systematic or affect the project timeline, or increase the cost.
- Calculations and plans are placed in a thorough peer review process, corrected, and back-checked prior to finalization.
- Cost estimate quantities are reviewed for accuracy and unit cost is verified with current relative construction cost prior to submittal.
- The design shall not incorporate materials or equipment of a single source or requiring long lead times, without the prior consent of the client.
- Plans, estimates, drawings, reports, and other documents are reviewed to ensure that they are neat in appearance, well organized, and technically and grammatically correct prior to submittal.
- Backcheck comments are reviewed prior to revisions being made (including back check meetings to clarify if necessary) and fully addressed to submittal.
- Plans are reviewed to identify all pedestrian paths of travel are ADA compliant and accessible.

Project Management | PCE's project management and cost control includes:

- Develop project schedules and tracking.
- Critical path project management timeline kept up to date.
- Any task requiring long lead times will be identified and scheduled to start as early as possible.
- Any portions of work that can be performed simultaneously or overlap will be scheduled as such, to reduce the overall project timeline.
- Update and maintain project schedules.
- Plans are reviewed to identify cost-cutting where possible.
- Identify issues that arise during design and construction, that may impact the project schedule and budget.
- Conduct periodic coordination meetings with client and/or contractors, as needed.
- PCE uses Computer-Aided Drafting software, Civil 3D, which allows seamless integration of revisions/changes, therefore increasing efficiency.
- Perform thorough due diligence and research to minimize potential change orders.
- Conduct periodic Project Team meetings with all team members including sub-consultants, if used.
- PCE has vast experience working with contractors and inspectors ensuring that the designs are practical and utilizes current construction practices.
- Unit prices for cost estimates are updated and compared against similar project bids.
- Provide immediate assistance and consultation during emergency situations.



Specialized Services:

- Construction Management
- Civil Engineering
- Land Surveying
- 3 D Laser Scanning
- Proposals & Bidding Services
- Construction Management/
- Inspections
- Contract Administration
- Development Impact Fees
- Infrastructure Master Planning
- Water Resources
- Feasibility Studies/Fiscal Analysis
- Transportation/Traffic Engineering
- Pavement Management
- Grant Writing & Administration
- Geographical Information Systems
- CFD/CSA Formation
- Improvement District Assessment
- Reports
- Plan Check Services
- CEQA/NEPA Documentation
- Phase 1 Site Assessments
- Biological Permitting/Planning
- Cultural Resources
- Landscape Architecture
- Mitigation Monitoring Programs
- Due Diligence/Site Investigations
- Site Planning
- Land Development Consulting
- Project Management

Turn-Key Services | PCE provides turn-key services in-house, which ensures integrated project collaboration, improved responsiveness, closer budget monitoring and unparalleled efficiency. The result is that your project will be completed on time and within budget. PCE approaches every project with the philosophy that we are more than just a consultant or engineering firm; we are your advocate every step of the way. Precision Civil Engineering, Inc. would like to submit this Statement of Qualifications for City Civil Engineering and Surveying Services.

Specialized Expertise | Our staff has vast experience working with cities, counties, special districts. As a result of this experience, our firm is intimately aware of the challenges and requirements of the governmental process. We bring a unique perspective of understanding municipal, state, and federal requirements while providing the efficiency, timeliness, and cost effectiveness of the private sector. We recognize the impact of development on the environment and assist our clients in complying with current green construction standards.

Cutting Edge Technology | We are dedicated to using cutting edge, state-of-the-art technology in order to provide innovative and affordable solutions for our clients. We pioneered the use of 3-D Laser Scanning in Central California. The new technology provides faster data gathering, incredibly detailed results and improved safety during data capture. PCE was also the first firm to implement the newest state-of-the-art drafting software. This software, Autodesk Civil 3D, combines all aspects of civil engineering functions (drafting, design, geographical information systems) into one program, and enables the completion of projects up to 75 percent faster while reducing costly errors and omissions.

Civil Engineering | Our engineers have extensive experience with the master planning of the sewer, water, and storm drain systems, and are considered experts at evaluating existing conditions to engineer economical, competent designs. Our services include:

- | | |
|--------------------------------|-----------------------------------|
| • Grading/Drainage Design | • Sewer Lift Station Design |
| • Storm Water Master Planning | • Storm Water Pump Station Design |
| • Earthwork Analysis | • HEC-RAS River/Channel Modeling |
| • Sewer System Master Planning | • Flood Plain Modeling |
| • Dry Utility Coordination | • Well Development |
| • Water System Master Planning | • Water & Wastewater Treatment |
| • Domestic Water System Design | • Bridge & Culvert Analysis |
| • Wastewater System Design | • SWPPP-NPDES Permitting |
| • Reclaimed Water | • Site Master Planning |

Planning Services | PCE staff has experience processing various types of planning entitlement applications from zone clearances to plan amendments and tract maps for large-scale development projects. We have a strong understanding of the planning process including understanding how to implement complex development codes and general plans at the project level. We will follow the protocols outlined by your governing agency to make sure projects are processed consistently and accurately. However, if there is no established procedure for a project type or process, we have the experience and expertise to be able to write up a procedure. We can see a project through completion, including presenting at Planning Commission and Tribal Council if needed. Our experience working directly on entitlements and supervising the process puts us a step ahead of most firms. Our services include:

- | | |
|---------------------------|--------------------------|
| • Site Plan Reviews | • Rezone applications |
| • Variance applications | • Annexations |
| • Conditional Use Permits | • Zoning Text Amendments |
| • Plan Amendments | |

Land Surveying | We understand that a proper and thorough survey is the foundation for a quality project design and development. That’s why our survey teams follow a strict and comprehensive quality control checklist for every project. To further ensure quality, our surveyors receive continual upgrade training for all equipment and practices. Our services include:

- Topographic and Boundary Surveys
- ALTA/ACSM Surveys
- Right-of-Way Surveys
- Easement Documentation
- Site Feasibility Studies
- Construction Staking
- Monumentation
- Geographical Information Systems
- 3-D Modeling
- Property Corner Surveys
- Boundary Verification
- Boundary/Property Research
- Record Mapping
- Earthwork
- Volume Surveys/Calculations

Environmental Planning (CEQA/NEPA) | Precision Civil Engineering, Inc. prepares environmental documents for development and public improvement projects in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). We have extensive knowledge of the potential legal and technical challenges that could arise in the environmental planning process. Our services include:

- Initial Study Preparation
- Coordination of the CEQA process
- Preparation of required technical studies
- Coordination of the NEPA process
- Review and Analysis of technical studies
- Mitigation Monitoring/Compliance Verification
- Consultation on type of analysis required
- Third-party review of environmental documents prepared by others

Landscape Architecture | PCE is one of the most knowledgeable and progressive firms in the Central Valley when it comes to sustainable design. The professionals of PCE have extensive experience working on the certification of LEED projects and are well-versed in the requirements that are associated with the different U.S. Green Building Council (USGBC) LEED rating systems. Our passion for green building influences our holistic, integrated, and highly interactive design process, where we can meet all of our clients' green building needs. Our services include:

- Sustainable Design
- Estimating
- Design Layout
- Bidding Documents & Coordination
- Budgeting
- Cost Control
- Project Coordination & Management
- Safety
- Quality Assurance & Control
- Project Scheduling
- Value Engineering
- Constructability Review

Construction Management and Project Management | Our construction management team has over 20 years overseeing all aspects of the construction process to bring a project design to life. Our commitment to quality, transparency, flexibility, active communication, and owner control on complex projects, provides a single point of accountability for key elements of construction. The team is highly conscious of maintaining and monitoring project scope, construction schedules, and operational budget to ensure the project is on time, on budget, and according to specifications. Whether it is a building, athletic field, roadway, or site development, PCE has a proven track record of successfully managing construction projects with years of experience. Our services include:

- Estimating/Budgeting
- Value Engineering
- Contractor Selection
- Constructability Review
- Project Scheduling
- Project Coordination & Management
- Quality Assurance & Quality Control
- Construction Safety
- Information Modeling
- Design-Build
- Bidding Documents & Coordination
- RFI/Change Order Management

PCE can manage projects under any level of time constraints. Due to our extensive work with private clients, PCE is well versed on quick and timely deliverables. PCE has four Professional Engineers and two Professional Land Surveyors in-house, along with a team of design engineers and draftsmen to render all tasks needed to complete projects. PCE prides ourselves on the quality of delivered materials and the promptness to respond to Public Agency's needs. As referenced on the following pages, PCE's staff availability is listed as dedicated percentage of time allotted for the City of Turlock. PCE's staff is, and will be in the future, available for all needed work required for the length of the contract. We are currently operating at 80 percent capacity and are fully capable of carrying out your projects' requirements. Our staff is also accustomed to working extended hours in excess of the 40-hour work week when deemed necessary.

As you will see from the individual qualifications presented, our management personnel are an integral part of our workforce. Additionally, all are proficient in the use of the state-of-the-art technology we employ as part of our commitment to providing our clients with affordable, qualitative services. The fact that our top management also participates in the staff-level work output assures realistic expectations when developing a work schedule.

Staff availability is flexible dependent on assigned projects and duration of timelines. We will have an initial kick-off meeting with City to determine all project requirements and timing, so to communicate staff availability and desired completion dates.

Our firm is made-up of our diverse team of qualified individuals who together provide a skilled staff with extensive hands-on experience. Our team enables us to deliver responsive, effective, and quality service. Our team is fully committed to allocate all required hours for the timely completion of assigned projects. The following is the proposed project personnel for the City of Turlock. PCE has available office facilities in both Fresno and Merced, that will be utilized for this contract.

Craig Roberts, PE | 20%

Craig Roberts has 18 years of professional experience in the fields of environmental engineering and water resource management, performing tasks ranging from hydraulic and hydrologic modeling to civil infrastructure design, and land surveying. He has completed designs for stream and habitat restoration projects, bank stabilization, flood control, irrigation, sanitary sewer and storm drain projects. He is considered an expert in hydraulic and hydrologic studies and design.

Nathan (Nate) Gleaves, PE | 15%

Nathan Gleaves, Vice-President and project manager at Precision Civil Engineering, Inc., ensures projects are ADA compliant and properly drained. He oversees engineering aspects, acting as a central communication hub between clients, team members, architects, and consultants. His expertise includes planning, grading, drainage, street layout, and sewer and water systems. He also coordinates with public agencies and ensures site changes are well-integrated into our designs.

Chris Howard, PE, ME, EE | 10%

Chris Howard has over 43 years of professional experience in the fields civil, mechanical, and electrical engineering. Mr. Howard has expert knowledge with water system design, steam plant and thermal systems, plant engineering, electrical system design, and power management systems. He holds a license for Civil, Mechanical, and Electrical Engineering and has the ability to see projects from all disciplines to formulate thorough decisions and inventive solutions.

David Yacoby | 10%

David Yacoby has over 15 years of broad experience in a diversity of fields and is an expert in final tract and parcel maps, demolition, site, horizontal control, grading, storm drainage, well site and street plans, cost estimates, project specifications, topography, boundary ALTA, and as-built surveys. During his time at PCE, Mr. Yacoby has managed many projects from start to finish.

Jared Linney, EIT | 10%

Jared Linney brings to Precision Civil Engineering, Inc. his experience with knowledge of building codes and ADA policies to ensure that each project has proper drainage and is ADA compliant. Mr. Linney's areas of expertise include planning, grading, and drainage design, storm drainage design, street layout, and design, sewer and water system layout and design. He is the key liaison between clients and public agencies, advocating clients' needs and goals while considering public agency requirements.

Lisette Cenedejas | 10%

Lisette Cenedejas is a Project Engineer with seven years at Precision Civil Engineering, specializes in hydraulic and water resources engineering. She has been instrumental in master planning large communities, performing complex calculations, developing models, and authoring reports. Her expertise includes municipal service reviews, SWPPPs, tract and parcel maps, improvement plans, cost estimates, and proposals.

Peter Cohrs, PLS | 20%

Peter Cohrs is a professional land surveyor and has been licensed in the State of California for over 37 years. He has a broad experience in a diversity of fields and is an expert in boundary determination, research, and mapping compilation. Mr. Cohrs has had over a hundred maps recorded for residential and commercial development, has numerous maps in the review process for various cities and counties, and has completed many ALTA/NSPS Land Title Survey maps throughout the State of California.

Ryan Jackson, PLS | 10%

Ryan Jackson brings 10 years of Land Surveying expertise to Pour team and specialize in subdivision design and effective control network design. Mr. Jackson is proficient at retracting real property boundaries and mitigating potential errors with in survey observations. His skillset has helped him establish curriculum for interoffice training and employee development with respect to workflow procedures.

The following is a representative sample of projects Precision Civil Engineering, Inc. (PCE) has successfully provided for **Public Agencies**.

01 CITY OF LOS BANOS | 2019- PRESENT | \$400,000

PCE has contracted with the City of Los Banos for On-Call Engineering Services, Interim Public Works Director and City Engineering. Services provided to date include:

- third-party review of subdivision maps, plans, legal descriptions, and specifications
- updating the City's standards and specifications
- creating plans and specifications for Capital Improvement Projects
- daily divisional operations and staff reportings
- storm drain project
- APN audit report for landscape lighting districts

Agency Reference: Sarah Orozco,
Engineering Technician | (209) 827-7056
sarah.orozco@losbanos.org

PCE Project Manager: David Yacoby,
Senior Project Manager | (559) 449-4500
dyacoby@precisioneng.net

02 SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT | 2024- PRESENT | \$185,000

PCE is the contracted consultant for the SKF CSD. PCE is providing 16 hours in-house weekly to support the needs of the District and preform the necessary engineering assignments. Scope of work includes:

- construction standards updates
- mater plan review and update to the Audit Plan
- construction inspection
- subdivision review
- GIS oversight
- consultant management

Agency Reference: Veronica Cazares, General
Manager | (559) 897-6500
vcazares@skfcsd.org

PCE Project Manager: Jared Linney, Project
Manager | (559) 449-4500
jlinney@precisioneng.net

03 CITY OF ORANGE COVE | 2023-PRESENT | \$650,000

PCE is the assigned City Engineer, Surveyor, and Construction Inspector for Orange Cove. Assigned services:

- park redesign through grant funds
- water treatment system expansion and design
- roadway and streetscape/storefront beautification program creation
- grant funding reporting and administration
- daily divisional operations and staffing reports for City Council

Agency Reference: Dario Dominguez, Assist City
Manager/Public Works Director | (559) 626-4488
ddominguez@cityoforangecove.com

PCE Project Manager: Chris Howard, P.E.,
Senior Civil Engineer | (559) 449-4500
choward@precisioneng.net

04 COUNTY OF MERCED | 2019-PRESENT | \$225,000

PCE was the contracted under a Community Development Block Grant to provide County Engineer and Construction Management services. The scope of work included:

- topographic/boundary surveys, demolition plans, grading plans, and construction plans to improve Transportation Research Center in Atwater, California
- road improvement plans and geotechnical testing for the entrance of Castle Airport in Atwater, California
- conduct geotechnical testing
- construction administration and SWPPP inspection services
- develop a dust and erosion control plan
- Request for Proposal development and submission
- grant management with funding and construction timeline

Agency Reference: Mark Hendrickson,
Community and Economic Development
Director (209) 385-7434
mark.hendrickson@countyofmerced.com

PCE Project Manager: Mat Ziff,
Construction Management Divisional
Manager | (559) 449-4500
mziff@precisioneng.net

05 CITY OF MERCED | 2019-2021 | \$200,000

PCE was interim City Engineer and Surveyor for the City of Merced. Duties included:

- multiple street improvement plans, conceptual designs, and topographic surveys
- undertaking a project to create a Tiny Homes Ordinance along with updating various zoning codes
- annexation exhibits for the University of Merced through the City of Merced

Agency Reference: Scott McBride, City Manager
(209) 385-6834 | McBrideS@cityofmerced.org

PCE Project Manager: Nathan Gleaves, VP
of Engineering | (559) 449-4500
ngleaves@precisioneng.net

References and Referrals

The following are municipal client references. Additional client references can be provided, if needed.



City of Orange Cove: Dario Dominguez, Assist City Manager/Public Works Director | (559) 626-4488 | ddominguez@cityoforange Cove.com



City of Atwater: Greg Thompson, Community Development Director (209) 357-6370 | gthompson@atwater.org



City of Merced: Scott McBride, City Manager | (209) 385-6834
McBrideS@cityofmerced.org



Fresno County: Debbie Paolinelli, Assistant County Administrative Officer | (559) 448-1710 | dpaolinelli@FresnoCountyCA.gov

The following is a representative sample of projects Precision Civil Engineering, Inc. (PCE) has successfully provided **for private development clients**.

01 ROOT CREEK WATER DISTRICT | 2010-PRESENT | \$1,500,000

PCE has worked with Riverstone Developments water district to update standard drawings, provide information in assisting with a fee schedule, update the storm water and sewer master plans, handle the legal and exhibits on infrastructure dedications, and set up the design of the main sewer trunk line to the master plan development's sewage treatment plant.

Client Reference: Julia Stornetta, General Manager | (559) 255-2305 | julia@rootcreekwd.com

PCE Project Manager: Craig Roberts, VP of Engineering | (559) 449-4500 | croberts@precisioneng.net

02 RIVERSTONE DEVELOPMENT | 2010-PRESENT | \$5,500,000

PCE provided civil engineering services for the 2,225-acre master-planned community in the new growth area of southeast Madera County, CA which provides for a maximum of 6,578 residential units, 784,080 sq/ft of commercial use, 825,898 sq/ft of town center commercial and mixed-use, four elementary schools, a middle/high school, and 115 acres of public parks. The project consisted of approximately 11 miles of water mains, 11 miles of sewer mains, and 5 miles of storm drain. The project also constructed 1 miles of interior roadways and 2 miles of Avenue 12 roadway. The project required hydraulic and hydrologic analysis for major storm breakover; as well as, blue line stream relocation and piping. Additionally, PCE was responsible for coordination with state and local agencies including the Department of Fish and Game; Caltrans; and, the Army Corps of Engineers.

Client Reference: Nick Bruno, Project Manager | (559) 250-1832 | nick@vdcilc.com

PCE Project Manager: David Yacoby, Senior Project Manager | (559) 449-4500 | dyacoby@precisioneng.net

03 MARKET PLACE AT EL PASEO | 2017-PRESENT | \$500,000

PCE provided expertise in civil engineering and land surveying services for the Marketplace at El Paseo Phase 2 commercial project. The project consisted of several onsite improvements including coordination with the City of Fresno and the Fresno Metropolitan Flood Control District to prepare the grading and drainage plan, utility plan, lot line adjustments, the FMFCD drainage report, and the CFD annexation and perpetual maintenance agreement. PCE facilitated, coordinated, and attended meetings with the client and consultant team. PCE coordinated and attended meetings with the City of Fresno and FMFCD to obtain approvals of construction drawings throughout the duration of the project. PCE also worked with the State Water Resources Control Board and the San Joaquin Valley Air Pollution Control District to prepare the SWPPP/ECP, Dust Control Plan/Permit, Dry Utility Coordination, and AIA/ISR.

Client Reference: Tab Johnson, Project Manager | (714) 835-3332 | tab@richdevelopment.com

PCE Project Manager: Craig Roberts, VP of Engineering | (559) 449-4500 | croberts@precisioneng.net

2024 MUNICIPAL SCHEDULE OF CONDITIONS

The Firm (Precision Civil Engineering, Inc.) shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The firm will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

FEE:

The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is to be an hourly basis, the rates shall be those that prevail at the time services are rendered. The 2024 rates are provided below. Reimbursable expenses are to be billed separately, if applicable.

Senior Principal/Principal	\$ 300.00/Hr.	High-Definition Scanner	\$ 285.00/Hr.
Planning Manager	\$ 220.00/Hr.	Registration/Fly-Through	\$ 140.00/Hr.
Senior Designer/Professional Engineer	\$ 260.00/Hr.	3-Man Survey Crew or GPS	\$ 280.00/Hr.
Senior Project Manager/Licensed Civil Engineer	\$ 230.00/Hr.	2-Man Survey Crew or Robotic	\$ 240.00/Hr.
Project Manager	\$ 200.00/Hr.	1-Man Survey Crew	\$ 200.00/Hr.*
Project Engineer II	\$ 165.00/Hr.	3-Man Survey Crew or GPS (Prevailing)	\$ 395.00/Hr.*
Project Engineer I	\$ 145.00/Hr.	2-Man Survey Crew or Robotic (Prevailing)	\$ 350.00/Hr.*
Senior CAD Technician	\$ 130.00/Hr.	1-Man Survey Crew (Prevailing)	\$ 225.00/Hr.*
CAD Technician II	\$ 120.00/Hr.	Landscape Architect	\$ 180.00/Hr.
CAD Technician I	\$ 105.00/Hr.	Environmental Specialist	\$ 140.00/Hr.
Principal Planner	\$ 180.00/Hr.	Biologist	\$ 170.00/Hr.
Senior Planner	\$ 160.00/Hr.	Senior Construction Manager	\$ 180.00/Hr.
Senior Associate Planner	\$ 135.00/Hr.	Construction Manager	\$ 165.00/Hr.
Associate Planner	\$ 120.00/Hr.	Construction Inspector	\$ 140.00/Hr.
Assistant Planner	\$ 105.00/Hr.	QSP Trained Inspector	\$ 135.00/Hr.
Professional Licensed Surveyor	\$ 230.00/Hr.	Expert Witness (Deposition)	\$ 340.00/Hr.
Survey Manager	\$ 180.00/Hr.	Expert Witness (Trial)	\$ 420.00/Hr.
Project Surveyor/LSIT	\$ 160.00/Hr.	Clerical	\$ 80.00/Hr.
Technical Analyst/GIS Specialist	\$ 150.00/Hr.	Mileage	\$ 0.700/Mile

*Rates denote prevailing wage rate.

BILLINGS/PAYMENTS/LATE PAYMENTS:

In the event that the Client fails to pay any invoice of the Firm within forty-five (45) days of its receipt, such invoice shall bear interest at ten percent (10%) per annum until paid. Further, in the event that the Client fails to pay any invoice of the Firm within forty-five (45) days of its receipt, the Firm shall have the right to immediately suspend all further work until such invoice is paid. The Firm's decision to suspend work on account of the Client failure to timely pay any invoice shall not constitute a breach or default of any agreement between the Firm and the Client. In addition, the Firm's decision to suspend work on account of the Client failure to timely pay any invoice shall not subject the Firm to any claim of any kind from any party for any delays or damages caused by such suspension, and the Client shall indemnify, defend and hold the Firm harmless from the same.

INDEMNIFICATION:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless the Client has first provided Consultant with a written certification executed by an independent design professional currently practicing in the same discipline as Consultant and licensed in the State of California. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

RISK ALLOCATION:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any course or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

TERMINATION OF SERVICES:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS:

All documents produced by the Firm under this agreement shall remain the property of the Firm and the Client.

APPLICABLE LAWS:

Unless otherwise specified, the laws of the State of California shall govern this agreement.

CONFIDENTIALITY:

This document shall not be read, copied, disclosed or used by any person other than the intended recipient.

Fees represented in Schedule of Conditions are applicable until 12/31/2024.



Exhibit C

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services (“Agreement”) dated _____ between the City of Turlock (“City”) and _____ (“Consultant”).

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

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____

City Council Staff Report

January 14, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Stephen Fremming, P.E., Principal Civil Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Terminating the emergency determination made by the City Manager in response to the inoperative computer room air conditioning units at the Public Safety Facility pursuant to Public Contract Code 22050(c)(3)

2. DISCUSSION OF ISSUE:

On July 15, 2024, the City Manager declared an emergency and replacement of two (2) computer room air conditioning units located inside a server room at the Public Safety Facility (Attachment A) under the authority delegated to him by City of Turlock Resolution No. 2010-028 (Attachment B). The City Council has reaffirmed this emergency declaration in every Council meeting since then per requirements of Section 22050 of the Public Contract Code.

On July 23, 2024, the City Manager executed a contract with Champion Industrial Contractors, Inc. (Champion) in the amount of \$299,377 for the construction of City Project No. 24-035 "Server Room AC Unit Replacement at the Public Safety Facility." The replacement units have been installed and the project is substantially complete. Public Contract Code Section 22050(c)(3) requires the emergency action to be terminated by the governing body when it has reviewed the action and determines that conditions warrant it.

The new units are now operational and the emergency has been concluded. City staff will bring forward a separate Notice of Completion when all final punch list items have been completed and any necessary change order items have been negotiated.

3. BASIS OF RECOMMENDATION:

- A. The project is substantially complete.
- B. Pursuant to Public Contract Code § 22050(c)(3), the City Council is to terminate the emergency action at the earliest possible date that conditions warrant.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The designated project account number for FY 24/25 for this project is Fund 118 "Measure A" account number 118-20-205.51413 "HVAC." This action is related to the conclusion of the emergency action only. Council allocated sufficient funds for this project under Resolution 2024-130 and the project is within budget. Staff will provide final project expense information at the time the Notice of Completion is brought before council for approval.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This project was found to be exempt from CEQA per Section 15302 (Replacement or Reconstruction) of the California Environmental Quality Act (CEQA) Guidelines on July 23, 2024, as this section of the guidelines exempts projects that involve replacement of existing facilities where located at the same site and having substantially the same purpose as the replaced facility. No additional environmental determination is required.

8. ALTERNATIVES:

A. City Council could choose not to terminate the emergency action. This alternative is not recommended because the project is substantially complete.

D. Provide staff with direction on how to proceed.

9. ATTACHMENTS:

1. Attachment A - Emergency Declaration
2. Attachment B - Resolution 2010-028



REAGAN M. WILSON
CITY MANAGER

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 |

DECLARATION OF EMERGENCY

REPLACEMENT OF COMPUTER ROOM AIR CONDITIONING (CRAC) UNITS IN THE SERVER ROOM AT THE PUBLIC SAFETY FACILITY

Two (2) computer room air conditioning (CRAC) units located inside the Public Safety Facility provide cooling and humidity control for sensitive computer and server equipment. The IT Department roughly estimates that the room contains at least \$1 million worth of assets on the IT side and likely another \$2 million to \$3 million worth of assets for dispatch, 911, radio, and battery equipment. Each CRAC unit is equipped with two compressors. Three of the four compressors are no longer operational and cannot be replaced as parts are not available due to the equipment manufacturer going out of business. Last week, one of the units was stripped of parts to keep the other unit temporarily operational. However, there is a high probability of failure of this unit. There is significant concern that damage will occur to the sensitive computer equipment as a result of high heat and humidity if this unit goes down.

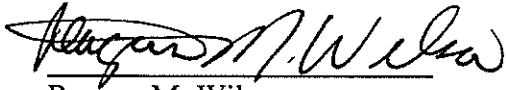
By way of further explanation, CRAC units provide both cooling and humidity control. Elevated temperature and lack of humidity control of electronic components have both short-term and long-term effects. Acute heat exposure effects can range from shut down up to component failure. Additionally, heat exposure to electronics have been demonstrated to be cumulative and can significantly shorten the overall life. The conditioned space is representative of the amount of heat that can be absorbed by the space and rejected, not the actual temperature of the components. Small increases in room temperature can lead to significant increases at the component level. The one (1) operating damaged unit is minimally sufficient and two (2) temporary cooling units are available as back-ups. However, the temporary units do not have the ability to control humidity. Operating with temporary units that do not have humidity control is precarious. If a temporary unit removes too much humidity, there is risk of discharging static electricity causing shorts within the components. Higher humidity will lead to corrosion of components. Corrosion is most commonly found at termination and connection points, often causing intermittent functionality problems that are difficult to find and correct.

Use of the emergency provisions under Section 22050 of the Public Contract Code will accelerate replacement of the CRAC units by approximately 80 (eighty) business days which significantly reduces the risk of having to rely upon the back-up units if the functioning CRAC unit becomes disabled.

In accordance with 22050 of the Public Contract Code and by the authority delegated to me by City of Turlock Resolution No. 2010-028, I, Reagan M. Wilson, as City Manager of the City of Turlock, hereby declare an emergency and: (1) order immediate replacement of the CRAC units described

above; and (2) instruct City staff to take any directly related and immediate action required by the emergency including, without limitation, procuring the necessary equipment, services, and supplies for these emergency purposes without giving notice for bids to let contracts.

Approved By:

A handwritten signature in black ink, appearing to read "Reagan M. Wilson", written over a horizontal line.

Reagan M. Wilson
City Manager

Date:

7/15/2024

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DELEGATING AUTHORITY } TO THE CITY MANAGER TO DECLARE AN } EMERGENCY AND ORDER REPAIR OF OR } REPLACEMENT OF PUBLIC FACILITIES, } TAKE ANY DIRECTLY RELATED AND } IMMEDIATE ACTION REQUIRED BY THAT } EMERGENCY, AND PROCURE THE } NECESSARY EQUIPMENT, SERVICES, AND } SUPPLIES FOR THOSE PURPOSES, WITHOUT } GIVING NOTICE FOR BIDS TO LET } CONTRACTS PURSUANT SECTION 22050(a)(1) } AND 22050(b)(1) OF THE PUBLIC CONTRACT } CODE }	RESOLUTION NO. 2010-028
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WHEREAS, there are times when sudden, unexpected occurrences pose a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services (hereinafter "emergency"); and

WHEREAS, during an emergency, time is of the essence and correcting these failures by formal bid processes is not feasible; and

WHEREAS, Section 22050(a)(1) of the Public Contract Code provides in the case of an emergency, a public agency pursuant to a 4/5ths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, Section 22050 (b) (1) of the Public Contract Code provides that the governing body by a 4/5ths vote may delegate by resolution to the City Manager the authority to order any action pursuant to 22050(a)(1).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby, pursuant to section 22050(b)(1) of the Public Contract Code, delegate to the City Manager the authority to determine when an emergency exist and may repair or replace a public facility, take any directly related and immediate action required by the emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts, pursuant to Public Contract Code section 22050(a)(1).

Pursuant to section 22050(b)(3) of the Public Contract Code, if the City Manager orders any action specified in the preceding paragraph, s/he shall report to the City Council

at its next meeting the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

The City Council shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by 4/5ths vote, that there is a need to continue the action, unless the City Manager has terminated that action prior to the City Council reviewing the emergency action and making a determination

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January 2010, by the following vote:

AYES:	Councilmembers Bublak, Howze, Jackson, Spycher and Mayor Lazar
NOES:	None
ABSTAIN:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:

Rhonda Greenlee
Rhonda Greenlee, MMC
City Clerk, City of Turlock, County
of Stanislaus, State of California

City Council Staff Report

January 14, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Stephen Fremming, P.E., Principal Civil Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2022-088 and adopting a new resolution authorizing the City Manager, Deputy City Manager, and Municipal Services Director to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway Administration or any other federally-funded or state-funded projects, and authorizing the City Engineer to sign these documents for projects whose grant applications have previously been submitted by a duly authorized signatory

2. DISCUSSION OF ISSUE:

The City of Turlock utilizes both local funds and federal/state grant funds to deliver capital improvement projects. The use of federal and state grant funds requires the local agency's legislative body to approve applications, agreements, statements, invoices for reimbursement, reports, and other documents related to compliance with grant requirements for each individual project. For many years, the City Council of the City of Turlock has delegated signature authority to select City staff for the purpose of expediting the submittal and approval of these documents. This delegated authority allows City engineering staff to route these documents to authorized positions for signature and greatly enhances the City's flexibility in meeting grant requirements and timely reimbursement of grant funds. Resolution No. 2022-088 was passed and adopted on May 24, 2022 and delegated signature authority on documents related to federal and state grant funds to the the City Manager, Director of Public Works, Deputy Director of Public Works, City Engineer, and Development Services Director.

Since Resolution No. 2022-088 was passed, the Engineering Division has moved out of the Public Works Department and into the Municipal Services Department. With these organizational changes, staff seeks Council's approval to update the list of those positions that are delegated signature authority related to projects receiving federal and state grant funds. City staff is recommending the City Council authorize the City Manager, Deputy City Manager, and Municipal Services Director to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway Administration or any other federally-funded or state-funded projects. The proposed resolution also grants delegated signature authority to the City Engineer to sign these documents for projects whose grant applications have previously been authorized.

3. BASIS OF RECOMMENDATION:

- A. The Federal Highway Administration (FHWA) and the State of California require an authorizing Resolution by the local legislative body to delegate signature authority to one or more City officials when documents are not directly approved by the local legislative body.

- B. The resolution maintains the ability for City staff to route federal and state documents for signature for projects funded by federal and state grants and updates the list of positions authorized to sign these documents based on internal organizational changes.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with this item.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

The specified activity is not subject to the California Environmental Quality Act (CEQA) because “the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment” [Section 15060(c)(2)] in accordance with CEQA Guidelines.

8. ALTERNATIVES:

- A. Not approve the Resolution and continue utilizing the delegated authority under Resolution No. 2022-088. Staff does not recommend this alternative as an update in authorized positions should be considered due to organizational changes that have occurred within the City since Resolution No. 2022-088 was approved.
- B. Rescind Resolution No. 2022-088 and require one or more separate resolutions be prepared for Council's approval for each specific document that must be submitted which relate to a federal or state-funded project. Staff does not recommend this alternative as it would create a large administrative burden on the City and delay the process of applying for federal or state funding and could jeopardize awarded grants due to required project timelines.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Resolution No. 2022-088 (to be rescinded)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING
RESOLUTION NO. 2022-088 AND
ADOPTING A NEW RESOLUTION
AUTHORIZING THE CITY MANAGER,
DEPUTY CITY MANAGER, AND
MUNICIPAL SERVICES DIRECTOR TO
SIGN ALL DOCUMENTS, APPLICATIONS,
ASSURANCES, AND STATEMENTS IN
REGARD TO ANY AND ALL FEDERAL
HIGHWAY ADMINISTRATION OR ANY
OTHER FEDERALLY-FUNDED OR STATE-
FUNDED PROJECTS, AND AUTHORIZING
THE CITY ENGINEER TO SIGN THESE
DOCUMENTS FOR PROJECTS WHOSE
GRANT APPLICATIONS HAVE
PREVIOUSLY BEEN SUBMITTED BY A
DULY AUTHORIZED SIGNATORY

RESOLUTION NO. 2025-

WHEREAS, the City of Turlock utilizes both local funds and federal and state grant funds to deliver capital improvement projects; and

WHEREAS, the use of federal and state grant funds requires the local agency's legislative body to approve applications, agreements, statements, invoices for reimbursement, reports, and other documents related to compliance with grant requirements for each individual project; and

WHEREAS, for many years, the City Council has delegated signature authority to select positions within the City for the purpose of expediting the submittal and approval of these documents enhancing the City's flexibility in meeting grant requirements and timely reimbursement of grant funds; and

WHEREAS, Resolution No. 2022-088 was passed and adopted on May 24, 2022 to delegate signature authority on documents related to federal and state grant funds to the City Manager, Director of Public Works, Deputy Director of Public Works, City Engineer, and Development Services Director, and

WHEREAS, internal organizational changes affecting City engineering staff provide an opportunity to update the list of positions delegated authority to sign these documents; and

WHEREAS, the specified activity is not subject to the California Environmental Quality Act (CEQA) because "the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment" [Section 15060(c)(2)] in

accordance with CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2022-088 and adopt a new resolution authorizing the City Manager, Deputy City Manager, and Municipal Services Director to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway Administration or any other federally-funded or state-funded projects and authorizing the City Engineer to sign these documents for projects whose grant applications have previously been submitted by a duly authorized signatory.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2021-231 AND ADOPTING }
A NEW RESOLUTION AUTHORIZING THE }
CITY MANAGER, DIRECTOR OF }
PUBLIC WORKS, DEPUTY DIRECTOR OF }
PUBLIC WORKS, CITY ENGINEER, OR }
DEVELOPMENT SERVICES DIRECTOR TO }
SIGN ALL DOCUMENTS, APPLICATIONS, }
ASSURANCES, AND STATEMENTS IN }
REGARD TO ANY AND ALL FEDERAL }
HIGHWAY ADMINISTRATION, FEDERAL }
TRANSIT ADMINISTRATION, OR ANY OTHER }
FEDERALLY-FUNDED OR STATE-FUNDED }
PROJECTS, TO INCLUDE APPLICATIONS }
FILED FOR FEDERAL TRANSPORTATION }
ASSISTANCE AUTHORIZED BY 49 UNITED }
STATES CODE (USC) CHAPTER 53 OR OTHER }
FEDERAL STATUTES ADMINISTERED BY THE }
FEDERAL TRANSIT ADMINISTRATION }

RESOLUTION NO. 2022-088

WHEREAS, the City of Turlock has a desire and commitment to apply for and receive federal and state funding to construct various capital improvement projects; and

WHEREAS, certain documents, applications, assurances, and statements, are required to be approved by the local legislative body, unless approval authority is delegated to one or more City officials through an authorizing Resolution; and

WHEREAS, the delegation of this signature authority will allow for the expedited processing of such documents, especially when restrictive federal or state project deadlines are imposed, allowing the City of Turlock to be better positioned to obtain or retain federal and state project funds; and

WHEREAS, the specified activity is not subject to the California Environmental Quality Act (CEQA) because "the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment" [Section 15060(c)(2)] in accordance with CEQA Guidelines; and

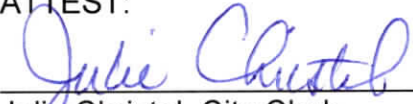
WHEREAS, this resolution is similar to delegated authority granted previously, though specific title enhancements were made at the request of the Federal Transit Administration to clarify its applicability to transit grants filed under 49 United States Code Chapter 53, such as the Section 5307 "Urbanized Area Formula Grants" and the Section 5339 "Alternative Analysis Program" for alternative fuel buses and equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2021-231 and adopt a new Resolution authorizing the City Manager, Director of Public Works, Deputy Director of Public Works, City Engineer, or Development Services Director to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway Administration, Federal Transit Administration, or any other federally-funded or state-funded projects, to include applications filed for federal transportation assistance authorized by 49 United States Code (USC) Chapter 53 or other federal statutes administered by the Federal Transit Administration.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of May, 2022, by the following vote:

AYES:	Larson, Nosrati, Monez, Franco and Bublak	(5)
NOES:	None	(0)
NOT PARTICIPATING:	None	(0)
ABSENT:	None	(0)

ATTEST:



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

City Council Staff Report

January 14, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Stephen Fremming, P.E., Principal Civil Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing staff to proceed with the advertisement for construction bids for City Project No. 21-003 “Fulkerth Road Widening” (Morris)

2. DISCUSSION OF ISSUE:

Construction drawings and specifications are ready to be advertised for construction bids for City Project No. 21-003 “Fulkerth Road Widening.” Staff requests City Council authorization to advertise the project for construction bids.

On October 8, 1996, the Turlock City Council entered into a Memorandum of Agreement (MOA) with the owners of the properties for the development of the properties now known as Turlock Auto Mall and the parcel located at the northeast corner of the intersection of Fulkerth Rd. and Tegner Rd. previously known as APN 023-015-028, now APN 088-010-028. The MOA was approved as Resolution No. 96-146. In this MOA, the City agreed to provide development impact fee credits and install the Fulkerth Rd. frontage improvements along APN 088-010-028. On November 9, 2021, the City Council approved an amendment to the MOA with the owners of the properties for conveyance of property necessary to install these improvements. With the construction of the Amazon facility on the southwest corner of Fulkerth Avenue and Tegner Road and the construction of a traffic signal at this location, along with future development within the Turlock Regional Industrial Park, the frontage improvements along the Fulkerth Rd. frontage of APN 088-010-028 are needed.

City Project No. 21-003 “Fulkerth Road Widening” includes the following:

- Road widening to allow for two (2) vehicular lanes and one (1) bicycle lane for westbound traffic
- Installation of fire hydrants to meet spacing requirements per the City standards
- Installation of curb, gutter, and curb-adjacent 8' wide sidewalk on the north side of Fulkerth Road
- One (1) pedestrian curb ramp on the northeast corner of the intersection of Fulkerth Road and Tegner Road
- Relocation of a berm for agricultural irrigation purposes
- Relocation of a 10' tall signal pole (no mast) at the northeast corner of the intersection and related modifications to the existing traffic signal

This project will be 100% funded from the Capital Facility Fee program. It is anticipated that staff will bring forward a request for award of bid in February or March of 2025, with construction being completed in late Spring 2025.

3. BASIS OF RECOMMENDATION:

- A. Per Resolution 2009-247, City Council may grant authorization to advertise projects when the estimated construction costs exceed one million dollars.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The total estimated project costs are displayed below:

Preliminary Engineering – City Staff	\$ 14,623
Preliminary Engineering – Consultants	\$ 96,350
Construction Cost Estimate	\$ 963,720
Construction Contingency	\$ 96,372
Construction Engineering	\$ 55,000
Construction Surveying	\$ 35,000
Materials Testing	\$ 35,000
Estimated Project Costs Total	\$ 1,296,065

The project is fully funded through Fund 305 Capital Facilities Fees (CFF) Roadways element. The project account is 305-40-440.51270 "Construction Project." Of the \$1,296,065 in total estimated project costs, \$106,223 was expended prior to the start of FY 24-25, resulting in an estimated \$1,189,842 in project costs in FY 24-25. The FY 24-25 budget includes \$1,600,000 in the project account number, of which \$1,240,000 has been identified for use on the project. No additional budget appropriation is estimated to be needed at this time. Staff will provide a more accurate total project cost estimate at the time of the request for award of bid for the construction contract.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval. 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. Council could choose to not authorize City staff to advertise the project. Staff does not recommend this alternative because the project plans are complete and ready to be advertised and funding has been identified as sufficient to construct the project.

9. ATTACHMENTS:

1. 21-003 PROJECT LOCATION MAP

City Council Staff Report

January 14, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Selena Estrada, Water Treatment Plant Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Amending the FY 2024-25 municipal budget within Fund 450 "SRWA" by reducing account number 450-53-550.43314 - Contract Help - Service by \$45,600 and increasing account number 450-53-550.51020 - Equipment Replacement by \$45,600 and approving the purchase of one (1) CAT Compact Track Loader from Holt of California pursuant to the Sourcewell Contract No. 020223-CAT, in an amount not to exceed \$130,523.67, in accordance with Turlock Municipal Code Section 2-7-08(b)(5) allowing use of joint, cooperative, or leveraged purchasing plans and not requiring an additional City bid procedure

2. DISCUSSION OF ISSUE:

Staff requests an amendment to Fund 450 "SRWA" and the approval to purchase one (1) CAT Compact Track Loader Model 255 05A HF for the SRWA Water Treatment Plant in an amount not to exceed \$130,523.67.

The proposed track loader will be used to move and pile hydrated lime byproduct in the drying beds after it is unloaded from a dump trailer. As SRWA's sole piece of machinery, it will also support various tasks such as moving sludge, repairing leaks and managing rainwater runoff areas through necessary dirt moving work. The new CAT Compact Track Loader will be backed by a 24 month or 2,000-hour standard warranty and a 60 month or 2500 hr. powertrain + hydraulic + tech Extended Warranty. Currently, we are utilizing a skid steer rented from United Rentals at a cost of \$1,726 per month. Purchasing the CAT Compact Track Loader will eliminate this ongoing rental expense.

Turlock Municipal Code Section 2-7-08(b)(5) allows staff to directly purchase from companies that are a part of a cooperative purchasing agreement that have been solicited and awarded on a competitive basis. Sourcewell is a self-sustaining government organization which serves government, education and nonprofit organizations with a cooperative purchasing program that manages competitively solicited cooperative contracts for a wide array of products and services. Once a contract is awarded by Sourcewell, local agencies can directly purchase from the vendor. As members of Sourcewell, Turlock can take advantage of the cooperative purchasing agreements without conducting our own bid process.

Staff requests approval of the budget amendment and purchase of the track loader equipment.

3. BASIS OF RECOMMENDATION:

A. The SRWA Water Treatment Plant needs the proper equipment to maintain the

plant's drying beds and perform other tasks.

- B. In order to make the purchase, a budget amendment is required. There are available funds in account number 450-53-550.43314 - Contract Help - Service and the acceptable way to amend the budget in this manner is with Council action.
- C. Sourcewell is a government agency that makes the buying process easier and more affordable by combining the purchasing power of many agencies into a single cooperative group. Contracts are competitively solicited to satisfy the public bidding process for its education, government, and nonprofit participating agencies. Purchases from an agency like Sourcewell can be made pursuant to Turlock Municipal Code Section 2-7-08(b)(5).
- D. Holt of California has Contract 020223-CAT awarded by Sourcewell with the desired track loader listed.
- E. Purchases in excess of \$100,000 require City Council resolution per Turlock Municipal Code Section 2-7-08 (e).

4. FISCAL IMPACT / BUDGET AMENDMENT:

The attached draft resolution would amend Fund 450 "SRWA" by reducing account number 450-53-550.43314 - Contract Help - Service by \$45,600 and increasing account number 450-53-550.51020 - Equipment Replacement by \$45,600 to provide funding for the purchase of the track loader as shown below. This is the only purchase the division will be making with this account this fiscal year.

450-53-550.51020 - Equipment Replacement	
Current Available Balance	\$ 85,000.00
Purchase of Track Loader	\$ 130,523.67
Remaining Balance	\$ (45,523.67)
Budget Amendment Needed	\$ (45,600.00)

The proposed purchase will utilize funding from Fund 450 (SRWA); there is no impact to the General Fund. This purchase is proposed in accordance with Turlock Municipal Code 2-7-08(b)(5) as it was procured from a "joint, cooperative, or leveraged purchasing plan that [has] been solicited and awarded on a competitive basis."

The total purchase price for one (1) CAT Compact Track Loader Model 255 05A HF is \$130,523.67, which will be expensed to account number 450-53-550.51020 Equipment Replacement.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER 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(b)(5) 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. Do not approve the equipment purchase. This alternative is not recommended due to continuous rental costs as the equipment is necessary to move the hydrated lime byproduct and other miscellaneous dirt moving work.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Quote

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE FY }
2024-25 MUNICIPAL BUDGET WITHIN }
FUND 450 "SRWA" BY REDUCING }
ACCOUNT NUMBER 450-53-550.43314 - }
CONTRACT HELP - SERVICE BY \$45,600 }
AND INCREASING ACCOUNT NUMBER }
450-53-550.51020 - EQUIPMENT }
REPLACEMENT BY \$45,600 AND }
APPROVING THE PURCHASE OF ONE (1) }
CAT COMPACT TRACK LOADER FROM }
HOLT OF CALIFORNIA PURSUANT TO }
THE SOURCEWELL CONTRACT NO. }
020223-CAT, IN AN AMOUNT NOT TO }
EXCEED \$130,523.67, IN ACCORDANCE }
WITH TURLOCK MUNICIPAL CODE }
SECTION 2-7-08(B)(5) ALLOWING USE OF }
JOINT, COOPERATIVE, OR LEVERAGED }
PURCHASING PLANS AND NOT }
REQUIRING AN ADDITIONAL CITY BID }
PROCEDURE }

RESOLUTION NO. 2025-

WHEREAS, the Stanislaus Regional Water Authority (SRWA) Water Treatment Plant needs a track loader to maintain the plant's drying beds and perform other tasks; and

WHEREAS, currently, staff rent equipment at a cost of \$1,726 per month; purchasing a track loader will eliminate this ongoing rental expense; and

WHEREAS, Turlock Municipal Code Section 2-7-08(b)(5) allows staff to directly purchase from companies that are a part of a cooperative purchasing agreement that have been solicited and awarded on a competitive basis; and

WHEREAS, Sourcewell is a government agency that makes the buying process easier and more affordable by combining the purchasing power of many agencies into a single cooperative group through cooperative purchasing agreements, and

WHEREAS, the City of Turlock is a member of Sourcewell and can purchase the requested equipment using Sourcewell Contract No. 020223-CAT; and

WHEREAS, in order to make the purchase, a budget amendment of \$45,600 from account number 450-53-550.43314 - Contract Help - Service to account number 450-53-550.51020 - Equipment Replacement is required; and

WHEREAS, this action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines because 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.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby amend the FY 2024-25 municipal budget within Fund 450 “SRWA” by reducing account number 450-53-550.43314 - Contract Help - Service by \$45,600 and increasing account number 450-53-550.51020 - Equipment Replacement by \$45,600 and approve the purchase of one (1) CAT Compact Track Loader from Holt of California pursuant to the Sourcewell Contract No. 020223-CAT, in an amount not to exceed \$130,523.67, in accordance with Turlock Municipal Code Section 2-7-08(b)(5) allowing use of joint, cooperative, or leveraged purchasing plans and not requiring an additional City bid procedure.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California



Dec 4, 2024

CITY OF TURLOCK
 Account # 0138559
 Attention: David Barr

New Caterpillar Model: 255 HF Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **M24867**SERIAL NUMBER: **0FL705477**YEAR: **2024**SMU: **0****ADDITIONAL SPECIFICATIONS**

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
586-0258	255 05A COMPACT TRACK LOADER	593-7244	DOOR, CAB, POLYCARBONATE
651-8304	CAB PACKAGE, ULTRA	594-2212	HEATER, ENGINE COOLANT, 120V
585-9684	HYDRAULICS, PERFORMANCE, HIGH FLOW (HP3)	579-2324	PRODUCT LINK, CELLULAR PLE643
579-2311	WORKLIGHTS,LED,FRONT/REAR/SIDE	585-9676	COUNTERWEIGHT,MACHINE,EXTERNAL
585-9836	COMFORT PKG, ENCLOSED CAB,HVAC	586-0091	GUARDING / SEALING PKG, (HD0)
585-9588	SEAT,AIR SUSPENSION,HEAT/VENT	590-1211	FUEL, ELECTRIC PRIMING
601-6604	PACKAGE, TECHNOLOGY (T5)	594-1466	TRACK,RUBBER,400MM(15.7 IN)BAR
585-9666	FAN, COOLING, DEMAND	651-8586	INTEGRATED RADIO
586-0291	QUICK COUPLER, HYD, SELF LEVEL		***ATTACHMENTS***
640-5405	HOSE GUIDE, ATTACHMENT	A53268	BUCKET-GP, 74", BOLT ON EDGE- A53268
642-3004	IDLER WHEELS, TRIPLE FLANGE	565-4832	BROOM, BA118, HYD.ANGLE, POLY/WIRE
579-2312	REAR LIGHTS		

WARRANTY INFORMATION

Standard Warranty:

24 months or 2,000 hours

Extended Warranty:

60 MO or 2500 HR POWERTRAIN + HYDRAULICS + TECH

CSA

Dry Filter Parts Kit - 24 MO or 1000 HR

Machine Price	\$127,727.60
Sourcewell Discount off Machine (21%) Contract#020223	-\$26,822.80
Machine Sell Price	\$100,904.80
Bucket and Broom Attachments	\$14,291.71
Ext Warranty + CVA	\$3,121.08
Delivery/PDI/Product Link	\$1,842.29
Net Balance Due	\$120,159.88
Sales Tax (8.625%)	\$10,363.79
After Tax Balance	\$130,523.67

STANDARD EQUIPMENT

POWERTRAIN - Cat C2.8T turbocharged diesel engine - - Gross horsepower per ISO 14396 - 74.2 hp (55.3 kW) - - Glow plugs starting aid - - Liquid cooled, direct injection - Air cleaner, dual element, radial seal - S-O-S sampling valve, hydraulic oil - Ecology drain - coolant - Filter, hydraulic supply, cartridge type - Filter, hydraulic return, cartridge type - Filter, canister type, engine oil - Filter, canister type, fuel and water separator - Radiator / hydraulic oil cooler (side-by-side) - Spring applied, hydraulically released, - parking brakes - Hydrostatic transmission - Lockable fuel cap - Auto engine idle

UNDERCARRIAGE - Torsion Suspension (4 independent torsion axles) - Two speed travel - Integrated tie downs on track frame (4) -

HYDRAULICS - Selectable control pattern - ISO or H - Electro/hydraulic implement control - Electro/hydraulic hydrostatic - transmission control - Speed sensor guarding - Heavy duty flat faced quick disconnects - with integrated pressure release lever -

ELECTRICAL - Work Tool Electrical Harness - Heavy duty battery - - includes battery disconnect with - lockout feature - 12 volt electrical system - 85 ampere alternator - LED work lights - Auto reverse lights - Switch backlighting - Interior LED dome light - Backup alarm - Electrical outlet, beacon - Courtesy lighting, exterior - Automatic Work light notification flash - when parking brake is released

OPERATOR ENVIRONMENT - Operator warning system indicators: - - Air filter restriction - - Alternator output - - Armrest raised / operator out of seat - - Engine coolant temperature - - Engine oil pressure - - Glow plug activation - - Hydraulic supply filter restriction - - Hydraulic oil temperature - - Park brake engages - - Engine emission system - Control interlock system, when operator - leaves seat or armrest raised: - - Hydraulic system disables - - Hydrostatic transmission disables - - Parking brake engages - ROPS cab, tilt up - FOPS, Level I - Color LCD monitor: - - Creep speed control - - Drive response adjustment - - Implement response adjustment - - Drive Power Priority adjustment - - Language selection (x32) - - Date, Time, Units, and brightness settings - - Multi-operator Anti-theft Security - System & Monitoring - - Maintenance schedule and reminders - - Event and Diagnostic Code monitoring - - Smart Technology, enables use of - Smart Attachments - Gauges: fuel level, hour meter, - hydraulic temperature, battery - voltage, tachometer. - Cell Phone Storage Pocket - Cup Holder - Ergonomic contoured armrest - Independently adjustable, seat - mounted joystick controls. - Top and rear windows - Floormat - Headliner - Interior rear view mirror - Horn - Hand (dial) throttle, electronic - 12 volt power port - Rear window breaker hammer -

FRAMES - Lift linkage, vertical path - Chassis, one piece welded - Machine tie down points (9) - Removable panels for machine frame cleanout - Support, lift arm - Steel rear and front bumpers, welded - Fuel fill, machine right hand side -

OTHER STANDARD EQUIPMENT - Steel engine door with replaceable louvers - Engine door - lockable - Extended life antifreeze (-37C, -34F) - Work tool attachment coupler - Hydraulic oil level sight gauge - Radiator coolant level sight gauge - Radiator expansion bottle - Cat ToughGuard TM hose - Hydraulic demand cooling fan -

This quote is good for (60) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by

Date,

(Please Print)

Signature

Sincerely,
 Ronald Greenlee
 Machine Sales Representative
 Holt of California
 Rgreenlee@holtca.com
 209-540-3415

City Council Staff Report

January 14, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Randy Jones, P.E., Sr. Civil Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 20-002 "Southwest Quadrant Road Rehabilitation" and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On June 13, 2023, City Council approved an agreement with George Reed, Inc. of Modesto, CA for City Project No. 20-002 "Southwest Quadrant Road Rehabilitation." The project rehabilitated aged pavement on multiple roads in the southwest quadrant of Turlock including construction of accessible pedestrian ramps within the footprint of the road work, installed infill curb, gutter, sidewalk, and driveway approaches in select areas, and placement of new traffic striping.

The road segments that were rehabilitated were:

- Alaska Street from West Main Street to Flower Street
- West Avenue North from West Main Street to Park Street
- Sunnyside Street from Vermont Avenue to Spruce Street
- S. Orange Street from Castor Avenue to South Avenue

Change Order Summary:

	Amount	Approval Date
Original Contract	\$1,347,927.50	June 13, 2023
Change Order No. 1	\$ 20,760.38	December 1, 2023
Change Order No. 2	\$ 18,933.41	January 4, 2024
Change Order No. 3	\$ 87,719.65	September 23, 2024
Adjusted Total Contract	\$1,475,340.94	

Change Order No. 1 was approved by the City Engineer in accordance with the City's Change Order policy identified in Resolution No. 2023-070. Change Order No. 1 was in the amount of \$20,760.38 and consisted of:

- Relocaiton of a portion of an existing fence on Sunnyside Drive due to installation of in-fill curb, gutter, sidewalk, and access ramps.
- Additional work to underground an overhead electrical line to the new point of

connection for a new street light on Orange Avenue.

Change Order No. 2 was approved by the City Engineer in accordance with the City's Change Order policy identified in Resolution No. 2023-070. Change Order No. 2 was in the amount of \$18,933.41 and consisted of:

- Sewer manhole replacement on Orange Avenue. In preparation to grind the existing road, the contractor lowers existing utility iron lids. During this process, the contractor informed the staff that the existing brick manhole was in disrepair and this method could not be performed. Staff requested the contractor to replace the existing manhole with a new City Standard manhole.

Change Order No. 3 was approved by the City Engineer and City Manager in accordance with the City's Change Order policy identified in Resolution No. 2023-070. Change Order No. 3 was in the amount of \$87,719.65 and consisted of:

- Additional demolition and grading for sidewalk and driveways. The project plans included installing in-fill curb, gutter, sidewalk, driveways, and access ramps along with replacing damaged concrete that had created drainage issues. During construction, the contractor needed to remove and replace additional concrete to be able to tie into the existing conditions and meet Americans with Disability Act requirements.
- Final quantity adjustment resulting in higher actual quantities than was estimated at bid time. The original contract price is based on quantities estimated from project plans. Actual quantities measured in the field at the end of the project are reconciled with the estimated bid quantities at the end of the project in the final change order. This final quantity adjustment resulted in an overall increase to the original contract amount due to concrete, aggregate base, and asphalt.

All work has been completed in accordance with the project plans and specifications. City staff requests Council authorization for the City Engineer to file a Notice of Completion.

3. BASIS OF RECOMMENDATION:

- A. Improvements for City Project No. 20-002 "Southwest Quadrant Road Rehabilitation" have been completed.
- B. California Civil Code Section 9204 allows a public entity to record a Notice of Completion as signed and verified by its agent.

4. FISCAL IMPACT / BUDGET AMENDMENT:

NOTE: No General Fund money was used for this project.

The total project construction costs are displayed below:

Construction Contract Total • <i>George Reed, Inc.</i>	\$ 1,475,340.94
Staking • <i>GDR Engineering</i>	\$ 32,300.00
Materials Testing • <i>BSK and Associates</i>	\$ 18,757.50
Construction Engineering • <i>City Staff</i>	\$ 85,701.44
Total Construction Costs	\$ 1,612,099.88

All project expenses are charged to Fund 218 "Measure L - Local Streets and Roads, account number 218-40-461.51270 "Construction Project." Of the total \$1,612,099.88 in construction costs, \$1,538,332.83 was expensed in previous fiscal years, leaving \$73,767.05 expensed in Fiscal Year 2024-25. The project account number includes adequate funding required for this project.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is exempt from CEQA per Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines as this section exempts projects that involve negligible expansion of use of the existing facility. This project included installing improvements within the current right-of-way to make repairs to an existing improvement.

8. ALTERNATIVES:

- A. Council could choose not to authorize 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.

9. ATTACHMENTS:

- 1. Notice of Completion
- 2. Contract Change Order No. 1.1

3. Contract Change Order 1.2
4. Contract Change Order No. 2
5. Contract Change Order No. 3
6. Final Quantities

ATTACHMENT A

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
OFFICE OF THE CITY CLERK
156 S. BROADWAY, SUITE 230
TURLOCK, CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 20-002
SOUTHWEST QUADRANT ROAD REHABILITATION**

Notice is hereby given that work on the above-referenced project located in various locations in Turlock, California, was completed by the undersigned agency on December 10, 2024. The contractor of work is George Reed, Inc. of Modesto, California, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- William D. Morris, P.E., City Engineer, Owner's Agent),
City of Turlock

VERIFICATION

I, the undersigned, 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

WILLIAM D. MORRIS, P.E.
CITY ENGINEER
OWNER'S AGENT

Executed on December 11, 2024 at Turlock, California, Stanislaus County

Contract Change Order

Project Title	SW Quadrant Road Rehab	Contractor	George Reed Inc.
Project Number	20-002	Contact	Matthew Machado
Change Order Number	45	Phone	209-494-0267
Date Submitted	Nov 28, 2023 10:20 AM	Address	140 Empire Ave Modesto, CA 95354
Date Approved	Dec 1, 2023 10:40 AM		
Page	1 of 2	Email	matthew.machado@georgereed.com

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

New Line Items

45] Additional Fence on Sunnyside. Contract Qty: 1.00 LS @ \$13883.38 = \$13,883.38

By this change, time of completion and/or price adjustment is:

Time Extension: Yes ☐ No ☒

If yes, # of days: 0

☒ The agreed Lump Sum price for this change order work is \$13,883.38

☐ The agreed cost for the Extra Work above will not exceed

☐ By Contract Unit Price

☐ By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$13,883.38

Time Adjustment: 0 days

Cost this Change Order	\$13,883.38	Statement of Contract Time	Days	Date
Estimated or Exact	Exact	Date of Notice to Proceed		07/10/2023
Original Contract Price	\$1,347,927.50	Original Contract Days	75	
Total of all Approved Changes	\$0.00	Computed Date of Completion		10/23/2023
Orders including this CCO	\$13,883.38	Time Extension Days this CCO	0	
% of Original Contract	1.0	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$1,361,810.88	Extended Date of Completion		10/23/2023

Approved By:

- 1] Matthew Machado, Estimator / Project Manager - Nov 29, 2023 @ 7:39 AM
- 2] Randall Jones, Associate Civil Engineer - Nov 30, 2023 @ 8:25 AM
- 3] Bill Morris, City Engineer/City Surveyor - Dec 1, 2023 @ 10:40 AM

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Bill Morris, City Engineer/City Surveyor - Dec 1, 2023 @ 10:40 AM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.

Contract Change Order

Project Title	SW Quadrant Road Rehab	Contractor	George Reed Inc.
Project Number	20-002	Contact	Matthew Machado
Change Order Number	46	Phone	209-494-0267
Date Submitted	Nov 28, 2023 10:21 AM	Address	140 Empire Ave Modesto, CA 95354
Date Approved	Dec 1, 2023 10:43 AM		
Page	1 of 2	Email	matthew.machado@georgereed.com

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

New Line Items

46] Additional Electrical on Orange. Contract Qty: 1.00 LS @ \$6877.00 = \$6,877.00

By this change, time of completion and/or price adjustment is:

Time Extension: Yes ☐ No ☒

If yes, # of days: 0

☒ The agreed Lump Sum price for this change order work is \$6,877.00

☐ The agreed cost for the Extra Work above will not exceed

☐ By Contract Unit Price

☐ By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$6,877.00

Time Adjustment: 0 days

Cost this Change Order	\$6,877.00	Statement of Contract Time	Days	Date
Estimated or Exact	Exact	Date of Notice to Proceed		07/10/2023
Original Contract Price	\$1,347,927.50	Original Contract Days	75	
Total of all Approved Changes	\$13,883.38	Computed Date of Completion		10/23/2023
Orders including this CCO	\$20,760.38	Time Extension Days this CCO	0	
% of Original Contract	1.5	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$1,368,687.88	Extended Date of Completion		10/23/2023

Approved By:

1] Matthew Machado, Estimator / Project Manager - Nov 29, 2023 @ 7:39 AM

2] Randall Jones, Associate Civil Engineer - Nov 30, 2023 @ 8:25 AM

3] Bill Morris, City Engineer/City Surveyor - Dec 1, 2023 @ 10:43 AM

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Bill Morris, City Engineer/City Surveyor - Dec 1, 2023 @ 10:43 AM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.

CITY OF TURLOCK

FINAL QUANTITIES

Southwest Quadrant Road Rehabilitation

Project No.

20-002

<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	LS	\$120,000.00	1.00	\$120,000.00	1.00	\$120,000.00	\$0.00
2	Construction Project Sign	EA	\$750.00	8.00	\$6,000.00	8.00	\$6,000.00	\$0.00
3	Storm Water Pollution Prevention	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
4	Traffic Control	LS	\$156,295.00	1.00	\$156,295.00	1.00	\$156,295.00	\$0.00
5	Earthwork, Scarification, and Grading	LS	\$135,000.00	1.00	\$135,000.00	1.00	\$135,000.00	\$0.00
6	Remove Existing Improvements	LS	\$125,000.00	1.00	\$125,000.00	1.00	\$125,000.00	\$0.00
7	Pothole Existing Utilities	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
8	Irrigation Repairs	ALLOW	\$7,500.00	0.66	\$4,960.95	1.00	\$7,500.00	(\$2,539.05)
9	Relocate and Install Fences	LS	\$33,000.00	1.00	\$33,000.00	1.00	\$33,000.00	\$0.00
10	Remove Tree and Stump Grind	EA	\$500.00	3.00	\$1,500.00	3.00	\$1,500.00	\$0.00
11	Street Light	EA	\$24,985.00	1.00	\$24,985.00	1.00	\$24,985.00	\$0.00
12	Minor Concrete (Curb and Gutter)	LF	\$65.00	1,560.00	\$101,400.00	1,266.00	\$82,290.00	\$19,110.00
13	Minor Concrete (Flatwork/Access Ramps)	SF	\$15.00	4,952.00	\$74,280.00	5,040.00	\$75,600.00	(\$1,320.00)
14	Minor Concrete (Residential Driveway)	SF	\$21.00	1,495.10	\$31,397.10	1,173.00	\$24,633.00	\$6,764.10
15	Minor Concrete (Alley Approach)	SF	\$30.00	592.00	\$17,760.00	355.00	\$10,650.00	\$7,110.00
16	Access Ramp (Added Labor and Detectable Warning)	EA	\$800.00	10.00	\$8,000.00	10.00	\$8,000.00	\$0.00
17	Detectable Warning Surface	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
18	Storm Drain Catch Basin (SD-2)	EA	\$6,000.00	2.00	\$12,000.00	2.00	\$12,000.00	\$0.00
19	Storm Pipe (10")	LF	\$215.00	38.00	\$8,170.00	38.00	\$8,170.00	\$0.00
20	Cold Plane Grinding (Alaska St)	SY	\$1.40	4,071.00	\$5,699.40	4,071.00	\$5,699.40	\$0.00
21	Cold Plane Grinding (Florence St)	SY	\$1.40	0.00	\$0.00	2,842.00	\$3,978.80	(\$3,978.80)
22	Cold Plane Grinding (West Avenue North)	SY	\$1.40	5,479.00	\$7,670.60	5,479.00	\$7,670.60	\$0.00
23	Cold Plane Grinding (South Orange St)	SY	\$1.40	5,056.00	\$7,078.40	5,056.00	\$7,078.40	\$0.00
24	Cold Plane Grinding (Sunnyside St)	SY	\$1.40	2,577.00	\$3,607.80	2,577.00	\$3,607.80	\$0.00
25	Aggregate Base	CY	\$110.00	924.00	\$101,640.00	591.00	\$65,010.00	\$36,630.00
26	Hot Mix Asphalt	TON	\$78.00	2,934.00	\$228,852.00	2,817.00	\$219,726.00	\$9,126.00

27	Deep Lift (12" HMA)	SF	\$6.50	3,489.00	\$22,678.50	3,489.00	\$22,678.50	\$0.00
28	Adjust Frames and Covers to Grade (Storm and Sewer Manholes)	EA	\$1,500.00	10.00	\$15,000.00	10.00	\$15,000.00	\$0.00
29	Adjust Frames and Covers to Grade (Water and Survey Monument Boxes)	EA	\$1,200.00	16.00	\$19,200.00	16.00	\$19,200.00	\$0.00
30	Install Survey Monument Well	EA	\$1,200.00	5.00	\$6,000.00	5.00	\$6,000.00	\$0.00
31	Temporary Traffic Striping and Markings	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	\$0.00
32	Pavement Striping (Detail 22)	LF	\$4.00	2,619.00	\$10,476.00	2,540.00	\$10,160.00	\$316.00
33	Pavement Striping (Detail 38)	LF	\$4.00	55.00	\$220.00	19.00	\$76.00	\$144.00
34	Pavement Markings	SF	\$7.00	332.00	\$2,324.00	268.00	\$1,876.00	\$448.00
35	Pavement Striping (12" White Bar)	LF	\$6.00	196.00	\$1,176.00	198.00	\$1,188.00	(\$12.00)
36	Pavement Striping (Crosswalk-White)	SF	\$7.00	1,082.00	\$7,574.00	1,500.00	\$10,500.00	(\$2,926.00)
37	Pavement Striping (Crosswalk-Yellow)	SF	\$7.00	1,193.00	\$8,351.00	1,250.00	\$8,750.00	(\$399.00)
38	Relocate Sign and Post	EA	\$300.00	4.00	\$1,200.00	2.00	\$600.00	\$600.00
39	Roadside Sign (R1-1) and Post	EA	\$600.00	1.00	\$600.00	1.00	\$600.00	\$0.00
40	Pavement Markers (Type BB)	EA	\$25.00	12.00	\$300.00	14.00	\$350.00	(\$50.00)
41	Traffic Signal Dectector System - West Avenue North	LS	\$9,855.00	1.00	\$9,855.00	1.00	\$9,855.00	\$0.00
42	Allowance for Unknown Utilities	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
43	Allowance for Road Section Remediation	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
44	All other items of work not included in other bid items	LS	\$5,200.00	1.00	\$5,200.00	1.00	\$5,200.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$1,416,950.75		\$1,347,927.50	\$69,023.25
C.O. #	CHANGE ORDERS							
1.1	Additional Fence Remove and Replace on Sunnyside	LS		1.00	\$13,883.38			\$13,883.38
1.2	Additional Electrical on Orange	LS		1.00	\$6,877.00			\$6,877.00
2.1	Sewer Manhole Replacement on Orange	LS		1.00	\$18,933.41			\$18,933.41
3.1	Additional Demo and Grading for Driveways	LS		1.00	\$18,696.40			\$18,696.40
	SUB-TOTAL CHANGE ORDER ITEMS =				\$58,390.19		\$0.00	\$58,390.19
	TOTAL PROJECT =				\$1,475,340.94		\$1,347,927.50	\$127,413.44

City Council Staff Report

January 14, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Lupe Madrigal, Staff Services Analyst
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of a grant application to the State Water Resources Control Board for the treatment of emerging contaminants in the City of Turlock's water distribution system and authorizing the Municipal Services Director or his/her designee to sign any and all necessary documents

2. DISCUSSION OF ISSUE:

On November 21, 2021 the Federal Government signed the Bipartisan Infrastructure Law (BIL), also known Infrastructure Investment and Jobs Act (IIJA). It includes \$50 billion to the U.S. Environmental Protection Agency (EPA) to strengthen the nation's drinking water and waste water systems. The BIL provides \$5 billion through the Clean Water State Revolving Fund (CWSRF) to reduce people's exposure to emerging contaminants (EC) through their drinking water and to help address discharges through wastewater and, potentially, non-point sources. The BIL provides EC funding through the SRF's that must be distributed to communities entirely as forgivable loans and grants.

Funding for these loans & grants are available through the State Water Resources Control Board (SWRCB) and Financial Assistance Application Submittal (FAAST). The City is working with a professional consultant, Provost and Pritchard Engineering Group, in assisting the City preparing and submitting four total packages, including a General, Environmental, Technical, and Financial packages.

The project the City is submitting for grant eligibility is the Well 35 Well Head Treatment project but this may change, with SWRCB authorization, to meet the needs of the City.

The project includes treatment for both 123-TCP and arsenic and may require the purchase of additional property to construct the necessary treatment systems. Treatment system requirements are outlined below:

- Arsenic Treatment (two reaction tanks and two filter vessels)
- Granulated Activated Carbon (GAC) Vessels (six vessels)
- Backwash Tank (bolted steel)
- Well Pump Modifications (upsized bowl assembly, motor, and starter)
- Chemical Tanks and Metering Pumps
- Electrical, Instrumentation & Control Modifications
- Process Piping, Valves, Appurtenances
- Backwash Piping
- Sanitary Sewer Extension with Five Cleanouts
- Two Sanitary Sewer Manholes
- Concrete Pads

- Pavement

The installation of wellhead treatment for 123-TCP and arsenic removal at the existing Well 35 site serves to ensure a high-quality local drinking water source, ensure the groundwater supplied by the well is compliant with current and future state and federal water quality regulatory requirements, and improve supply reliability for the disadvantaged community of Turlock.

The SWRCB can authorize eligible project(s) up to one hundred percent (100%) of the project cost, for eligible public water system, as principal forgiveness or grants. The maximum dollar amount set at \$10,000,000 dollars based on the project(s) eligibility.

In order to proceed expeditiously in this process, it is recommended that City Council authorize the Municipal Services Director or his/her designee to sign & file all four (4) packages, including the Financial Assistance Application; provide the assurances, certifications, and commitments required for this application; and carry out the responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City of Turlock and maintaining compliance with applicable state and federal laws. This resolution, upon adoption and signature, will be included in the application packet.

3. BASIS OF RECOMMENDATION:

1. The City of Turlock is eligible to receive up to \$10 million in funding from the State Water Resources Control Board to treat emerging contaminants.
2. The required documents for the funding application include a resolution authorizing the submittal and delegating authority to the Municipal Services Director his/her designee(s) to sign and execute all documents necessary to secure payment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with the submission of the Financial Assistance Application.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER 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(b)(5) 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.

This action is not subject to the provisions of the National Environmental Policy Act (NEPA)

in accordance with Section 102 in Title 1 of the Act. It requires federal agencies to incorporate environmental considerations in their planned decision-making through a systematic, interdisciplinary approach.

The projects submitted for consideration with this authorized resolution may or may not be subject to CEQA and NEPA.

8. ALTERNATIVES:

- A. Not apply for the funding from the State Water Resources Control Board. This option is not recommended as it would result in a loss of funding for the City of Turlock's water distribution system.

9. ATTACHMENTS:

- 1. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING THE
SUBMITTAL OF A GRANT APPLICATION
TO THE STATE WATER RESOURCES
CONTROL BOARD FOR THE TREATMENT
OF EMERGING CONTAMINANTS IN THE
CITY OF TURLOCK'S WATER
DISTRIBUTION SYSTEM; AND
AUTHORIZING THE MUNICIPAL
SERVICES DIRECTOR OR HIS/HER
DESIGNEE TO SIGN ANY AND ALL
NECESSARY DOCUMENTS**

RESOLUTION NO. 2025-

WHEREAS, the City of Turlock has the authority to construct, operate, and maintain the City of Turlock Water System; and

WHEREAS, the City of Turlock desires to enhance the provision and protection of the drinking water supplied to its customers; and

WHEREAS, the City of Turlock water Well 35 is nonoperational for not meeting Federal and State drinking water standards; and

WHEREAS, the Federal Government (Bipartisan Infrastructure Law; aka Investment and Jobs Act), the Environmental Protection Agency and State Water Resource Control Board (State Revolving Funds) have a grant opportunity for water systems affected by emerging contaminant(s) in disadvantage communities; and

WHEREAS, this action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines because it 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; and

WHEREAS, this action is not subject to the provisions of the National Environmental Policy Act (NEPA) in accordance with Section 102 in Title 1 of the Act which requires federal agencies to incorporate environmental considerations in their planned decision-making through a systematic, interdisciplinary approach; and

WHEREAS, the projects submitted for consideration with this authorized resolution may or may not be subject to CEQA and NEPA and those considerations will be presented to Council at that time.

NOW, THEREFORE, BE IT RESOLVED by the City of Turlock Council that, the Municipal Services Director of the City of Turlock is hereby authorized and directed to

sign and file, for and on behalf of the City, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the ~~City's water distribution system~~design and construction of the Well 35 Treatment Project; and

BE IT FURTHER RESOLVED that the Municipal Services Director or his/her designee of the City of Turlock is hereby designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto; and

BE IT FURTHER RESOLVED that the Municipal Services Director or his/her designee of the City of Turlock is hereby designated to represent the City in carrying out the responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City of Turlock and compliance with applicable state and federal laws.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

January 14, 2025



From: Isaac Moreno, Finance Director
Prepared by: Nadine Silva, Principal Accountant
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Making certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Fiscal Year 2024-2025 Appropriation Limit for the City of Turlock

2. DISCUSSION OF ISSUE:

Annually, cities throughout California establish their Appropriation Limit under Article XIII.B of the California Constitution. The Appropriation Limit represents the level of city expenditures that can be funded using tax dollars. This calculation has its origin in Proposition 4, commonly known as the Gann Initiative; thus this calculation is sometimes referred to as the Gann Limit.

Proposition 4 was passed by California voters in November 1979 and places limits on the amount of tax revenue which can be spent by governmental entities on an annual basis. Prop 4 became effective in Fiscal Year 1980-81 and used Fiscal Year 1978-79 revenues as the base for its calculations. The calculations were further refined by the passage of Proposition 111 in June 1990. The base year revenues are increased annually by a factor which combines the governmental entity's population growth rate and the increase or decrease in the California per capita personal income. Cities may choose to use their own population growth rate or their county's population growth rate and typically choose whichever is larger.

3. BASIS OF RECOMMENDATION:

The Appropriation Limit provides for managed growth in the revenue received from the proceeds of taxes. The compliance requirements set forth the base year revenue from tax proceeds and each subsequent year's growth in tax-based revenue is limited by a combination of population growth and cost-of-living growth.

The City of Turlock makes an annual determination of the most advantageous method for setting its annual limit. In the event the City was in the position of receiving increased tax proceeds which would exceed the limits authorized under the above compliance requirements, the City may place itself in the position of being required to pay back any accumulated tax over collections within the next two fiscal years.

The City is currently in no danger of reaching the limit as the 2024-2025 Appropriation Limit is \$77,948,457 while proceeds from taxes are only \$61,749,501 or approximately 79% of the amount allowed (see Attachment 2 for details).

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact to the City's budget as the calculations reflect the budgets the City

Council has already approved for adoption and the limit exceeds the appropriations subject to limitation.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER 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(b)(5) 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:

No alternative is provided as the adoption of the annual Appropriation Limit is required by California law.

9. ATTACHMENTS:

1. Appropriation Limit 2024-2025 Resolution
2. Appropriation Limit 2024-2025 Calculation

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF MAKING CERTAIN }
FINDINGS AND DETERMINATIONS IN }
COMPLIANCE WITH SECTION XIII.B OF }
THE CALIFORNIA CONSTITUTION AND }
SECTION 7910 OF THE CALIFORNIA }
GOVERNMENT CODE AND SETTING THE }
FISCAL YEAR 2024-2025 APPROPRIATION }
LIMIT FOR THE CITY OF TURLOCK }

RESOLUTION NO. 2025-XXX

WHEREAS, new cost of living factors and new population factors have been established for determining the City’s annual appropriation limit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

- 1. Establish the City of Turlock’s Appropriation Limit for the 2024-2025 Fiscal Year to be \$77,948,457, in compliance with Article XIII.B of the Constitution of the State of California and Section 7910 of the California Government Code. The total appropriations subject to limitation are 61,749,501 (refer to Attachment 2).
- 2. Select the County’s population growth factor of 1.0055% for use in the computation of such limitation for Fiscal Year 2024-2025.
- 3. Select California’s Per-Capita Personal Income cost-of-living factor of 3.62% to be used in the computation of the limitation for Fiscal Year 2024-2024. The City reserves the right to change this selection at some future time when necessary information becomes available on a regular and legislated basis.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Attachment 2

City of Turlock Calculation of the Appropriation Limit Fiscal Year 2024-2025

	Per Capita Personal Income Change	Per Capita Ratio	Population Change*	Population Change Ratio	Factor	Limit
	from Dept of Finance letter		from Dept of Finance letter			
FY 23-24	4.44	1.0444	-0.51	0.9949	1.039100	\$ 71,998,615
FY 24-25	3.62	1.0362	0.55	1.0055	1.041900	\$ 77,948,457

*** Population change used is the greater of the annual population change for the City of Turlock or Stanislaus County as published by the Department of Finance - Price and Population Information**

Subject to Appropriation Limit

Secured and Unsecured Property Taxes	9,850,200	
Sales and Use Tax	37,067,017	
Hotel/Motel Tax	1,945,000	
Business License Taxes	1,015,200	
Prop 172 Sales Tax	416,000	
Property Taxes in Lieu of Motor Vehicle	9,306,000	
Interest Income Allocated to Revenues Subject to Appropriation Limit	2,150,084	
Total Subject to the Appropriations Limit	61,749,501	79%
		% of Tax Revenue

Appropriations Limit

77,948,457

Non Tax Proceeds	16,198,956
% of Non Tax Revenue	21%

City Council Staff Report

January 14, 2025



From: Christopher Fisher, Municipal Services Director
 Prepared by: Fred Pezeshk, P.E., Roads Program Manager
 Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 6 for Task Order 3A under the terms of the Master Agreement (City Contract No. 2023-109) with Mark Thomas & Company, Inc. (Sacramento, California office) for Engineering Design Services for the City of Turlock's Roads Initiative Program in the amount of \$178,940.00 to be funded by Fund 115 "Measure A – Roads" under City Project No. 23-067 "Mark Thomas Task Order No. 3A for Roads Program CIP Projects"

2. DISCUSSION OF ISSUE:

On February 27, 2024, the City Council approved Amendment No. 3 for Task Order No. 3 under the terms of the Master Agreement with Mark Thomas & Company, Inc. (City Contract No. 2023-109) for the rehabilitation of a grouping of streets as listed below.

City Project No. 23-067 "Mark Thomas Task Order No. 3 for Roads Program CIP Projects"					
Street Name	From	To	PCI	Length (ft)	District
LOCATION 1					
N. Johnson Rd.	E. Hawkeye Ave.	Hammond Dr.	5	433.00	1
	Hammond Dr.	Sconyers Ct.	28	1,092.00	1
	Sconyers Ct.	E. Tuolumne Ave.	37	1,112.00	1
Hammond Dr.	N. Johnson Rd.	1740 Hammond Dr.	0	570.00	1
	1740 Hammond Dr.	N. Johnson Rd.	71	878.00	1
Stuart Pl.	South End	Hammond Dr.	13	154.00	1
Ashley Ct.	West End	N. Johnson Rd.	77	351.00	1
Jackson Ct.	N. Johnson Rd.	East End	83	328.00	1
Sconyers Ct.	N. Johnson Rd.	East End	68	574.00	1
N. Quincy Rd.	Marie Dr.	E. Hawkeye Ave.	25	1,115.00	1
Linn Ct.	Mira Flores Dr.	North End	27	436.00	1

Agenda Staff Report
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La Sombra Ct.	Mira Flores Dr.	La Sombra Ct.	63	354.00	1
	La Sombra Ct.	La Sombra Ct.	37	443.00	1
	La Sombra Ct.	Mira Flores Dr.	29	380.00	1
Novo Dr.	E. Canal Dr.	Mira Flores Dr.	34	948.00	1
Arbor Wy.	N. Berkeley Ave.	Edward Dr.	24	482.00	1
	Edward Dr.	N. Johnson Rd.	4	873.00	1
	N. Johnson Rd.	Karen Wy.	13	289.00	1
	Karen Wy.	Heppner Wy.	26	705.00	1
	Heppner Wy.	N. Quincy Rd.	53	331.00	1
Karen Wy.	Arbor Wy.	Christine Wy.	69	259.00	1
Christine Wy.	Karen Wy.	Heppner Wy.	56	692.00	1
Heppner Wy.	Arbor Wy.	Christine Wy.	82	262.00	1
California Ave.	N. Berkeley Ave.	N. Johnson Rd.	41	1,332.00	1
El Paseo Dr.	E. Canal Dr.	El Capitan Dr.	21	580.00	1
	El Capitan Dr.	Arbor Wy.	34	1,207.00	1
Linda Vista Dr.	El Paseo Dr.	N. Johnson Rd.	22	456.00	1
Zinfandel Ln.	N. Johnson Rd.	Old Vineyard Rd.	14	686.00	1
	Old Vineyard Rd.	N. Quincy Rd.	29	643.00	1
	N. Quincy Rd.	Corello St.	27	1,057.00	1
Charles Pl.	Wallace Street	N. Johnson Rd.	33	636.00	1
Wallace St.	E. Marshall St.	Charles Pl.	15	335.00	1
LOCATION 2					
Gettysburg St.	Andre Ln.	Dels Ln.	1	1,046.00	4
Hughes Ct.	Gettysburg St.	North End	44	154.00	4
Andre Ln.	Georgetown Ave.	W. Monte Vista Ave.	3	1,274.00	3 & 4
	W. Tuolumne Ave.	Georgetown Ave.	13	1,308.00	3 & 4

Troy Ct.	East End	Andre Ln.	18	200.00	3
Yvonne Ct.	East End	Andre Ln.	60	174.00	3
Torre Ct.	East End	Andre Ln.	57	167.00	3
Delta Ct.	East End	Andre Ln.	47	154.00	3
Curt Ct.	West End	Andre Ln.	82	230.00	4
Ledwith Ct.	Andre Ln.	West End	60	223.00	4
Tampa St.	Niagra St.	Andre Ln.	0	1,004.00	3
Regis St.	Geer Rd.	Niagra St.	0	518.00	3
Niagra St.	Regis St.	Monte Vista Ave.	7	853.00	3
TOTAL LENGTH (FT)				27,298.00	

As the design has progressed, it has become evident that additional services will be required to supplement the initial scope of services. These additional services include:

- Ground Penetrating Radar (GPR) to locate underground utilities
- Supplemental field surveys to coordinate GPR findings with the in-progress Plans and to calibrate the LiDAR data
- Update the in-progress Plans and Specifications based on the supplemental surveys and GPR findings
- Develop two (2) bid packages for Location 1 grouping of streets instead of one (1)

The proposed amendment will provide for the scope of services, associated fees, and schedule for the additional services.

3. BASIS OF RECOMMENDATION:

- A. The proposed Amendment is essential to ensuring that adequate resources are available for advancing the design and future construction of Roads Program CIP projects.
- B. Per Turlock Municipal Code Section 2-7-10, cumulative contract amendments that exceed 10% of the contract price require approval by the City Council.
- C. This action is consistent with Council's stated goal of utilizing Measure A revenues to expedite road repair projects.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the proposed action will be \$178,940.00 which will be funded by Fund 115 "Measure A – Roads", account number 115-10-115.43366_001 "Design Roads."

Appropriate funds have been allocated during Fiscal Year 2024-25 budget process to cover this Amendment.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Approving the amendments to the task orders described above will not have a direct or reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) because it 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. Council could choose not to approve Amendment No. 6 to the Master Agreement with Mark Thomas & Company, Inc. Staff does not recommend this alternative as it will delay the process of design and construction of Roads Program CIP projects.
- B. Provide staff with direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Amendment No. 6 for Task Order No. 3A with Mark Thomas & Company

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING AMENDMENT }
NO. 6 FOR TASK ORDER NO. 3A UNDER THE }
TERMS OF THE MASTER AGREEMENT (CITY }
CONTRACT NO. 2023-109) WITH MARK }
THOMAS & COMPANY, INC. (SACRAMENTO, }
CALIFORNIA OFFICE) FOR ENGINEERING }
DESIGN SERVICES FOR THE CITY OF }
TURLOCK'S ROADS INITIATIVE PROGRAM IN }
THE AMOUNT OF \$178,940.00 TO BE FUNDED }
BY FUND 115 "MEASURE A – ROADS" UNDER }
CITY PROJECT NO. 23-067 "MARK THOMAS }
TASK ORDER NO. 3A FOR ROADS PROGRAM }
CIP PROJECTS" }**

RESOLUTION NO. 2025-

WHEREAS, on April 25, 2023, the City Council approved a Master Agreement between the City of Turlock ("City") and Mark Thomas & Company, Inc. ("Professional") for engineering design services (City Contract No. 2023-109) to assist City with Design Services for Roads Program CIP Projects; and

WHEREAS, the Master Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement; and

WHEREAS, Amendment No. 3 for Task Order No. 3 provided for the scope of services, associated fees, and schedule for Project No. 23-067 "Mark Thomas Task Order No. 3 for Roads Program;" and

WHEREAS, the City desires that Professional provide additional engineering design services as required to locate underground utilities, perform supplemental surveys, and accordingly modify the in-progress Plans and Specifications under City Project No. 23-067 "Mark Thomas Task Order No. 3A for Roads Program;" and

WHEREAS, Amendment No. 6 for Task Order No. 3A provides for the scope of services, associated fees, and schedule for said additional services; and

WHEREAS, the cost of said additional services is estimated to be \$178,940.00; and

WHEREAS, funding is available from Fund 115 "Measure A – Roads", account number 115-10-115.43366_001 "Design Roads" for costs associated with said services; and

WHEREAS, 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 because it consists of "organizational or administrative activities of

governments that will not result in direct or indirect physical changes in the environment.”

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 6 for Task Order No. 3A under the terms of the Master Agreement (City Contract No. 2023-109) with Mark Thomas & Company, Inc. (Sacramento, California office) for Engineering Design Services for the City of Turlock’s Roads Initiative Program in the amount of \$178,940.00 to be funded by Fund 115 “Measure A – Roads” under City Project No. 23-067 “Mark Thomas Task Order No. 3A for Roads Program.”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California



AMENDMENT NO. 6 FOR TASK ORDER NO. 3A
Under the Terms of the
MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
MARK THOMAS & COMPANY, INC.
for
ENGINEERING DESIGN SERVICES (City Contract No. 2023-109)

City Project No. 23-067

THIS AMENDMENT NO. 6 for Task Order No. 3A under the terms of City Contract No. 2023-109 is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and MARK THOMAS & COMPANY, INC., a California corporation ("Professional"), on this 14th day of January 2025 (the "Effective Date of Task Order No. 3A"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 6.

WHEREAS, the Parties hereto previously entered into a Master Agreement (City Contract No. 2023-109) dated April 25, 2023, for Engineering Design Services to assist City with design services for Roads Program Capital Improvement Program (CIP) Projects ("Agreement"); and

WHEREAS, the Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement by a written amendment to the Agreement; and

WHEREAS, Amendment No. 3 for Task Order No. 3 provided for the scope of services, associated fees, and schedule for City Project No. 23-067 "Mark Thomas Task Order No. 3 for Roads Program;" and

WHEREAS, the City desires that Professional provide additional engineering design services as required to locate underground utilities, perform supplemental surveys, and accordingly modify the in-progress Plans and Specifications under City Project No. 23-067 "Mark Thomas Task Order No. 3A for Roads Program;" and

WHEREAS, Amendment No. 6 for Task Order No. 3A provides the scope of services, associated fees, and schedule for said City Project.

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

1. **Exhibit G**, attached hereto and incorporated herein by reference, is hereby added to the Agreement.

2. Recital 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 **Exhibits A through G** 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. Recital C of the Agreement is amended to read as follows:

C. The Parties anticipate that one or more projects for Services shall be determined through creation of a Task Order as a City-requested modification of services under Section 5.2 of this Agreement which shall be approved by written amendment to this Agreement. The Parties shall outline the schedule or timeline for providing the Services agreed upon under each Task Order ("Completion Schedule"), which shall be included in one or more written amendments to this Agreement. Such Completion Schedule is included in **Exhibit G**.

4. Recital D of the Agreement is amended to read as follows:

D. The Parties shall outline the rates and method of payment to Professional for its performance of the Services under this Agreement as determined under each Task Order ("Compensation Schedule"), which shall be included in one or more written amendments to this Agreement. Such Compensation Schedule is included in **Exhibit G**.

5. Section 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 **Exhibits A through G**. Any request for Services not included in **Exhibits A through G** 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 **Exhibits A through G**. 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.

6. 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 for each Task Order within each Amendment to the Agreement. Each Compensation Schedule shall include an exhibit based on Exhibit 10-H1 of Caltrans Local Assistance Procedures Manual (LAPM). Professional will be allowed to include an amount for the anticipated salary increases as calculated per Exhibit 10-H1. City's total compensation to Professional shall not exceed the cumulative amount resulting from each Task Order with each approved Amendment to the Agreement. The compensation for Amendment No. 6 shall not exceed One-Hundred-Seventy-Eight Thousand Nine-Hundred-Forty Dollars and Zero Cents (\$178,940.00), and One Million Six-Hundred-Forty-One Thousand Six-Hundred-Seventy-Six Dollars and Ninety-Seven Cents (\$1,641,676.97) for City Project No. 23-067 ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

Amendment 3 for Task Order No. 3	\$1,462,736.97
<u>Amendment 6 for Task Order No. 3A</u>	<u>\$ 178,940.00</u>
Project 23-067 Not-to-Exceed Amount	\$1,641,676.97

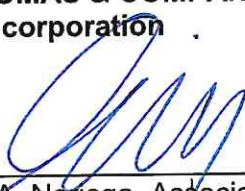
7. **Execution and Counterparts.** This Amendment may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Amendment and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility
8. All other terms and conditions of the Agreement shall remain in full force and effect for the Term of the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 6 to be executed by and through their respective officers thereunto duly authorized.

PROFESSIONAL

**MARK THOMAS & COMPANY, INC., a
California corporation**

By: 
Edgar A. Noriega, Associate Principal

Date: 2024.12.05

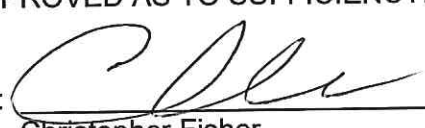
CITY

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

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: 
Christopher Fisher,
Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



MARK THOMAS

**EXHIBIT G TO AMENDMENT NO. 6
FOR TASK ORDER NO. 3A
(CITY CONTRACT NO. 2023-109)**

November 26, 2024

File No: 24-00061

City of Turlock
Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380
Attn: Fred Pezeshk

**RE: Design for Roads Program Capital Improvement Project Task Order #03A (City Project No. 23-067):
Request for Utility Investigations, Supplemental Surveys, and Modification to PS&E Package**

Dear Mr. Pezeshk,

Mark Thomas' scope of services for Design for Roads Program Capital Improvement Project Task Order #03 (City Project No. 23-067) includes engineering and design services for project management, preliminary engineering, and preparation of plans, specifications and estimates (PS&E) for Location #1 and Location #2 as identified in the project understanding.

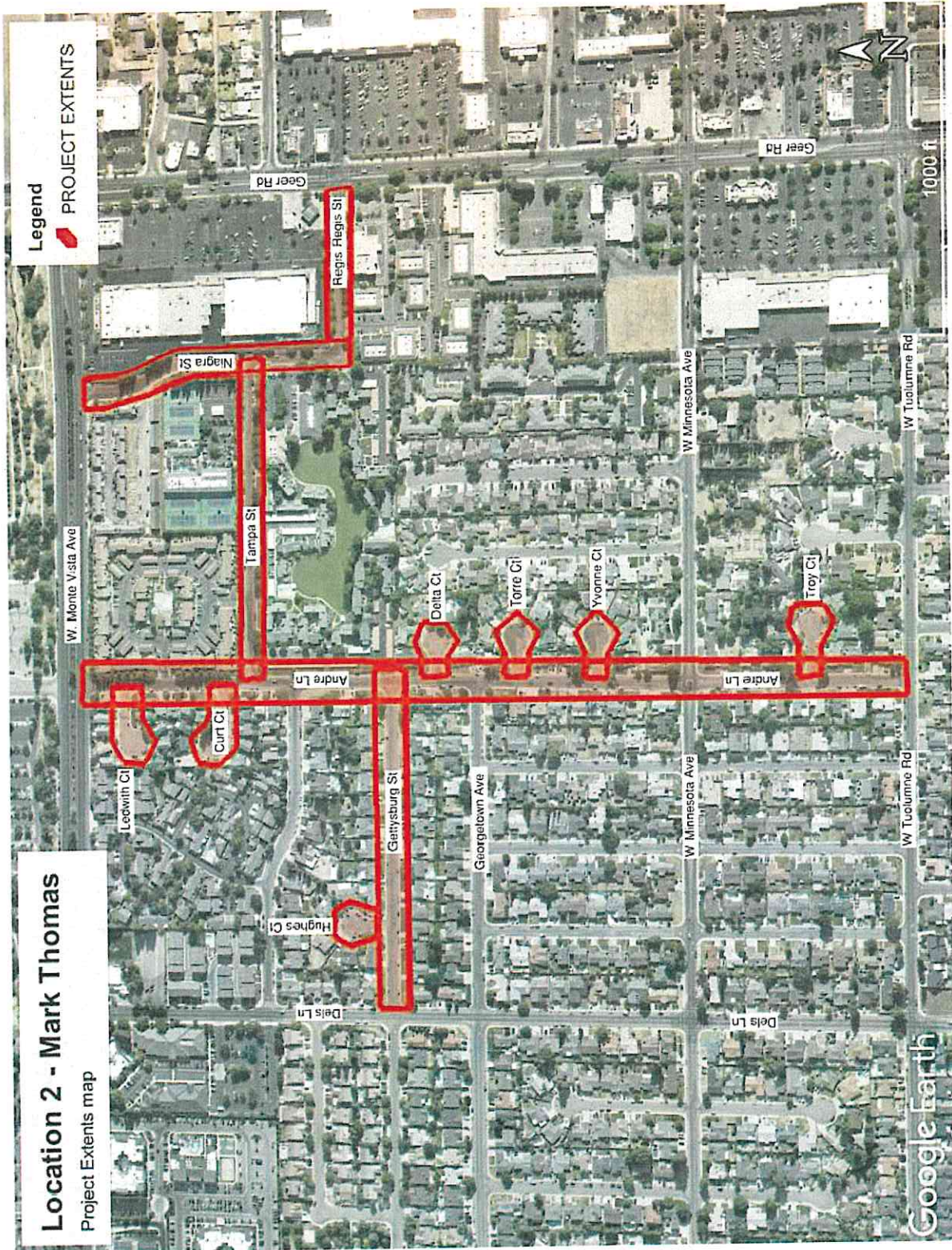
Due to potential impacts to shallow underground utilities for Location #2, we are recommending additional scope of work and budget to 1) verify presence of underground utilities; 2) perform additional supplemental topographic surveys to coordinate underground utilities with design and to calibrate LiDAR data; and 3) modify plans to prepare for bidding. Verification of underground utilities was not scoped for Location #2 in Task Order #3. Location #1 and Location #2 plans are in Final Design and need to be advertised in Winter 2024/2025; construction activities are planned to begin in Spring 2025.

To verify presence and location of underground utilities, Mark Thomas will conduct subsurface utility investigations (SUE Level B) to locate and confirm depths to subsurface utilities in the roadways. Mark Thomas' surveyors will use a combination of Ground Penetrating Radar (GPR) to locate the dry utilities (i.e., gas, electric and telecom) and water laterals and dips for the inverts of accessible storm drain and sewer inlets and manholes. Surveys will also confirm depths to water mains in the street by dipping the nuts inside of valve covers. Information obtained from the SUE Level B investigations will be shown on the plans.

In addition, supplemental surveys are needed to incorporate underground utilities to the plans.

Based on the findings of the GPR and supplemental surveys, Mark Thomas will update the PS&E package to 1) modify and prepare the plans for bidding and construction; and 3) produce two separate bid packages (Package #2 and Package #3) for Location #1 streets.





As part of this contract amendment for Task Order #03A, Mark Thomas will complete the following tasks:

Task 2.10 – Subsurface Utility Engineering and Locating (SUE)

Mark Thomas will complete a utility search to locate public and private utilities within the roadway (from curb to curb only) along the Location #2 streets for a total linear footage of about 7,300 feet. This includes Quality Level B (QL-B) subsurface utility engineering (SUE) services, focusing on accurately identifying and mapping public and private utilities, based on available facility maps and visible surface facilities, as derived from electromagnetic (EM) induction and GPR readings within the specified project area. Depths will be added wherever possible, depending on signal received by the EM locator or GPR. Any issues will be reported to the City and documented in a report.

Potholes for Location #2 will be required of the City's construction contractor and are excluded from this scope of work.

Topographic Surveys:

Mark Thomas will survey all SUE marks and depths for the areas listed above. This will include dipping up to 136 Sewer manholes and storm drain manholes or inlets and locating the nut inside up to 70 water valves. This topographic scope is limited to five (10) days of fieldwork for a 2-person field crew.

Deliverables:

Findings will be documented in the field using water-based paint, flags, and/or whisksers. Utility lines and depths will be marked on the ground in pink, identifying them as survey marking and dotted in APWA uniform color code. It is assumed paint markings will not need to be removed. All marks and dips will be surveyed and added to the topographic survey and utility drawings.

Survey Assumptions:

- All access will be provided.
- Project schedule is dependent on the weather and any site access.
- If needed, Mark Thomas will obtain an encroachment permits from the City at no additional cost
- The following points highlight key considerations and limitations of SUE:
 - **Detection Limitations:** Detecting all utilities cannot be guaranteed due to various factors such as material composition, depth, signal interference, incomplete or inaccurate record information, and environmental conditions.
 - **Nonmetallic Utilities:** Nonmetallic utilities cannot be traced using electromagnetic instrumentation. Ground Penetrating Radar (GPR) will be employed in an attempt to identify these nonmetallic utilities. However, GPR results can be influenced by factors including pipe size, depth, soil conditions, rebar presence, and subsurface groundwater.
 - **811 Dig Alert:** It is essential for all parties involved in excavation to follow appropriate notification and safety procedures to prevent damage to underground utilities.

Task 2.11 – Supplemental Topographic Surveys

Mark Thomas will perform supplemental topographic surveys to coordinate the GPR data with the current plans. In addition, topographic surveys are needed to calibrate the LiDAR data to adjust horizontal and vertical datum for the Location #1 streets. Mark Thomas will calibrate design datum to the check tie-in points to ensure accurate design and smooth transitions for the surface improvements and conforms. All work and files will be based on project coordinate control in accordance with City requirements for the preparation of final design documents.

TASK 3.5 – Modification to PS&E Package**3.5.1 Project Plans Adjustment**

Mark Thomas previously submitted final design PS&E packages for both project locations in September 2024. Based on findings from Task 2.10 and 2.11, Mark Thomas will adjust project plans currently in progress; 92 plan sheets will be affected. Mark Thomas will update the plans to conform with the calibrated design datum.

3.5.1 Additional Bid Package

The City has requested to produce two (2) separate bid packages (Package #2 and Package #3) for Location #1 streets. Package #2 will include streets north of Hawkeye Avenue; Package #3 will include streets south of Hawkeye Avenue. Bid packages will consist of Plans, Specifications, and Estimates.

Deliverables:

- Electronic files for two (2) Bid Sets PS&E (Package #2 and Package #3)

SCHEDULE

The anticipated duration to complete the items included in this amendment request is six (6) weeks from notice to proceed for tasks 2.10 and 2.11. For Task 3.5, the modified Packages #2 and #3 are expected to be completed to meet the City's schedule to begin construction in Spring 2025.

COMPENSATION

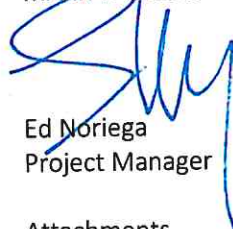
Attached is the fee breakdown to provide services outlined above. We're requesting an additional fee of \$178,940 to provide additional services.

Project Management	\$ 3,364
Supplemental Topographic Surveys	\$ 49,158
Project Plans Adjustment	\$ 57,803
Additional Bid Package	\$ 11,619
ODC (GPR/mileage/per diem)	\$ 56,995
Total	\$178,940

Please provide authorization to proceed with these items as outlined. If you have any questions or would like to discuss the level of effort, please contact me at enoriega@markthomas.com or (530) 848-1222.

Sincerely,

MARK THOMAS



Ed Noriega
Project Manager

Attachments
Cost Proposal – TO#3A

COST PROPOSAL FOR PROJECT SCOPE - Turlock: TO#3A - Util Investigate, Supp Topo Surveys, and Modify PS&E Package

MARK THOMAS		Mark Thomas													TOTAL COST
		Sr. Engineering Manager \$400	Project Engineer \$173	Design Engineer II \$149	Design Engineer I \$121	Intern \$69	Survey Manager \$228	Project Surveyor \$186	Lead Survey Technician \$165	Sr. Survey Technician \$133	2-Person Crew (OE3) \$345	Project Accountant \$136	Sr. Project Coordinator \$153	Total Hours	
1.0 PROJECT MANAGEMENT/COORDINATION															
1.1 Project Management		4													
Subtotal Phase 1		4	0	0	0	0	0	0	0	0	0	4	8	16	\$3,364
2.0 PRELIMINARY ENGINEERING															
2.1.1 Supplemental Topographic Surveys															
Subtotal Phase 2		0	0	0	0	0	24	40	40	160	20	2	8	294	\$49,158
3.0 Plans, Specs and Estimate (PS&E)															
3.5 Modification to PS&E Package														0	\$0
3.5.1 Project Plans Adjustment		8	80	120	120	120								448	\$57,803
3.5.2 Additional Bid Package		2	20	40	40	20								82	\$11,619
Subtotal Phase 3		10	100	160	120	140	0	0	0	0	0	0	0	530	\$69,422
TOTAL HOURS		14	100	160	120	140	24	40	40	160	20	6	16	840	
OTHER DIRECT COSTS															
TOTAL COST		\$5,599.25	\$17,261	\$23,911	\$14,524	\$9,727	\$5,481	\$7,452	\$6,610	\$21,219	\$6,904	\$815	\$2,442		\$178,940

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. TO#3A

Contract No. 23-067

Date 11/26/2024

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual or Average Hourly Rate	Total
Principal		\$140 - \$190	0.0	\$ 165.00	\$ -
Sr. Engineering Manager		\$105 - \$148	14.0	\$ 145.00	\$ 2,030.00
Engineering Manager		\$96 - \$126	0.0	\$ 121.72	\$ -
Design Manager		\$96 - \$126	0.0	\$ 121.72	\$ -
Sr. Project Manager		\$74 - \$107	0.0	\$ 101.13	\$ -
Sr. Technical Lead		\$74 - \$107	0.0	\$ 101.13	\$ -
Project Manager		\$62 - \$88	0.0	\$ 81.66	\$ -
Technical Lead		\$62 - \$88	0.0	\$ 81.66	\$ -
Sr. Project Engineer		\$54 - \$78	0.0	\$ 70.97	\$ -
Sr. Technical Engineer		\$54 - \$78	0.0	\$ 70.97	\$ -
Project Engineer		\$50 - \$70	100.0	\$ 62.58	\$ 6,258.00
Civil Engineering Designer		\$49 - \$80	0.0	\$ 64.50	\$ -
Sr. Technician		\$50 - \$70	0.0	\$ 60.00	\$ -
Design Engineer II		\$37 - \$62	160.0	\$ 54.18	\$ 8,668.80
Design Engineer I		\$30 - \$52	120.0	\$ 43.88	\$ 5,265.60
Technician		\$30 - \$45	0.0	\$ 37.50	\$ -
Intern		\$16 - \$34	140.0	\$ 25.19	\$ 3,526.60
LAUD Division Manager		\$90 - \$105	0.0	\$ 97.50	\$ -
Sr. LAUD Project Manager		\$86 - \$100	0.0	\$ 93.00	\$ -
LAUD Project Manager		\$63 - \$90	0.0	\$ 76.50	\$ -
Sr. Landscape Architect		\$57 - \$70	0.0	\$ 63.50	\$ -
Landscape Architect		\$42 - \$55	0.0	\$ 48.50	\$ -
Landscape Designer II		\$37 - \$50	0.0	\$ 43.50	\$ -
Landscape Designer I		\$29 - \$35	0.0	\$ 32.00	\$ -
Landscape Intern		\$23 - \$30	0.0	\$ 26.50	\$ -
Survey Division Manager		\$115 - \$145	0.0	\$ 130.00	\$ -
Survey Manager II		\$84 - \$100	0.0	\$ 92.00	\$ -
Survey Manager		\$64 - \$89	24.0	\$ 82.80	\$ 1,987.20
Project Surveyor III		\$67 - \$95	0.0	\$ 81.00	\$ -
Sr. Project Surveyor		\$57 - \$75	0.0	\$ 70.97	\$ -
Project Surveyor		\$49 - \$68	40.0	\$ 67.54	\$ 2,701.60
Asst Surveyor III		\$51 - \$60	0.0	\$ 55.50	\$ -
Asst Surveyor II		\$42 - \$55	0.0	\$ 48.50	\$ -
Asst Surveyor I		\$39 - \$50	0.0	\$ 44.50	\$ -
Survey Specialist III		\$48 - \$90	0.0	\$ 69.00	\$ -

Sr. Surveyor		\$42 - \$65	0.0	\$ 58.00	\$ -
Surveyor		\$37 - \$54	0.0	\$ 48.08	\$ -
Lead Survey Technician		\$42 - \$67	40.0	\$ 59.91	\$ 2,396.40
Survey Technician III		\$42 - \$60	0.0	\$ 51.00	\$ -
Survey Technician II		\$31 - \$55	160.0	\$ 48.08	\$ 7,692.80
Survey Technician I		\$27 - \$39	0.0	\$ 42.85	\$ -
SUE Program Manager		\$84 - \$100	0.0	\$ 92.00	\$ -
Chief of Party (OE3)		\$52 - \$73	0.0	\$ 65.26	\$ -
Instrumentperson (OE3)		\$49 - \$67	0.0	\$ 59.53	\$ -
Chainperson (OE3)		\$46 - \$65	0.0	\$ 57.61	\$ -
Apprentice (OE3)		\$27 - \$50	0.0	\$ 41.60	\$ -
2-Person Crew (OE3)		\$98 - \$129	20.0	\$ 125.16	\$ 2,503.20
3-Person Crew (OE3)		\$125 - \$169	0.0	\$ 167.14	\$ -
Utility Locator (North)		\$55 - \$65	0.0	\$ 60.00	\$ -
Sr. Planner		\$48 - \$70	0.0	\$ 59.00	\$ -
Planner II		\$41 - \$50	0.0	\$ 45.50	\$ -
Planner I		\$30 - \$40	0.0	\$ 35.00	\$ -
Funding Manager		\$88 - \$114	0.0	\$ 108.76	\$ -
Sr. Funding Specialist		\$52 - \$78	0.0	\$ 70.42	\$ -
Funding Specialist		\$39 - \$75	0.0	\$ 59.91	\$ -
Project Accountant Manager		\$65 - \$75	0.0	\$ 70.00	\$ -
Project Accountant		\$38 - \$67	6.0	\$ 49.23	\$ 295.38
Sr. Project Coordinator		\$35 - \$57	16.0	\$ 55.33	\$ 885.28
Project Coordinator		\$42 - \$63	0.0	\$ 43.88	\$ -
Sr. Project Assistant		\$35 - \$57	0.0	\$ 46.00	\$ -
Project Assistant		\$28 - \$40	0.0	\$ 34.00	\$ -
Sr. Technical Writer		\$37 - \$55	0.0	\$ 46.00	\$ -
Technical Writer		\$36 - \$45	0.0	\$ 40.50	\$ -
Sr. Graphic Manager		\$57 - \$80	0.0	\$ 68.50	\$ -
Sr. Graphic Designer		\$43 - \$65	0.0	\$ 54.00	\$ -
Graphic Designer		\$34 - \$45	0.0	\$ 39.50	\$ -
Expert Witness		\$188.53	0.0	\$ 188.53	\$ -
Strategic Consulting		\$188.53	0.0	\$ 188.53	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$44,210.86

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 44,210.86

INDIRECT COSTS

d) Fringe Benefits (Rate: 92.57%)

e) Total Fringe Benefits [(c) x (d)] \$40,925.99

f) Overhead (Rate: 58.18%)

g) Overhead [(c) x (f)] \$25,721.88

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$ -

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 66,647.87

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00 %** \$ 11,085.87

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	
Mileage	1000	miles	\$0.67	\$ 670.00
Subsurface Utility Investigation	1	EA	\$55,805.00	\$ 55,805.00
Per Diem	2	Day	\$260.20	\$ 520.40

l) TOTAL OTHER DIRECT COSTS \$ 56,995.40

m) SUBCONSULTANTS' COSTS (add additional pages if necessary)

Subconsultant 1: CRAWFORD	\$ -
Subconsultant 2: FIRSTCARBON SOLUTIONS	\$ -
Subconsultant 3: NORTHSTAR ENGINEERING GROUP	\$ -
Subconsultant 4: SUBCONSULTANT 4	\$ -
Subconsultant 5: SUBCONSULTANT 5	\$ -
Subconsultant 6: SUBCONSULTANT 6	\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 56,995.40

TOTAL COST [(c) + (j) + (k) + (n)] \$ 178,940.00

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	Year Contract Duration
\$44,210.86	/	840.0	=	\$52.63	Year 1 Avg Hourly Rates

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)

Year 4	\$52.63	+	0.00%	=	\$52.63	Year 5 Avg Hourly Rate
Year 5	\$52.63	+	0.00%	=	\$52.63	Year 6 Avg Hourly Rate
Year 6	\$52.63	+	0.00%	=	\$52.63	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Completed Each Year		per Cost Proposal		Total Hours per Year	
Year 1		x	840.0	=	#VALUE!	Estimated Hours Year 1
Year 2	0%	x	840.0	=	0.0	Estimated Hours Year 2
Year 3	0%	x	840.0	=	0.0	Estimated Hours Year 3
Year 4	0%	x	840.0	=	0.0	Estimated Hours Year 4
Year 5	0%	x	840.0	=	0.0	Estimated Hours Year 5
Year 6	0%	x	840.0	=	0.0	Estimated Hours Year 6
Total	0%		Total		#VALUE!	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$52.63	x	#VALUE!	=	#VALUE!	Estimated Cost Year 1
Year 2	\$52.63	x	0.0	=	\$0.00	Estimated Cost Year 2
Year 3	\$52.63	x	0.0	=	\$0.00	Estimated Cost Year 3
Year 4	\$52.63	x	0.0	=	\$0.00	Estimated Cost Year 4
Year 5	\$52.63	x	0.0	=	\$0.00	Estimated Cost Year 5
Year 6	\$52.63	x	0.0	=	\$0.00	Estimated Cost Year 6
Total Direct Labor Cost with Escalation					#VALUE!	
Direct Labor Subtotal before Escalation					\$44,210.86	
Estimated total of Direct Labor Salary Increase					\$0.00	Transfer to Page 1

NOTES:

indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are

4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures

Prime Consultant or Subconsultant Certifying:

Name: Matt Brogan

Title*: Principal + Vice President

Signature



Date of Certification (11/25/2024)

Email: mbrogan@markthomas.com

Phone Number: (916) 605-6761

Address: 701 University Ave #200, Sacramento, CA 95825

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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City Council Staff Report

January 14, 2025



From: Adrienne Werner, Development Services Director
Prepared by: Jennifer Figueroa, Housing Program Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of the application to the Department of Housing and Community Development (HCD) amending the 5-year plan for the Permanent Local Housing Allocation (PLHA) Program for the allocation years 2020-2023 and authorizing the City Manager or designee to execute all related necessary documents.

Resolution: Approving the increase of budget appropriations in account 260-41-494_47220-PLHA - Administration in the amount of \$24,080, increase appropriations in account 260-41-494_47224-PLHA Acquisition and Rehab of Affordable Rental Housing in the amount of \$193,000, increase appropriations in account 260-41-494_47210_005-PLHA Housing Program Services-Housing Rehabilitation Loan in the amount of \$71,530, and increase appropriations in account 460-41-494_47210_003-Housing Program Services-First Time Home Buyers loan in the amount of \$193,000 for a total of \$481,610 for PLHA allocation year 2020.

2. DISCUSSION OF ISSUE:

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the State's housing shortage and high housing costs. As part of the package, the Building Homes and Jobs Act (SB2) established a \$75 recording fee on real estate documents, which would be directed toward increasing the supply of affordable homes in California. The intent of the bill is to provide a permanent, on-going source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of local communities.

The PLHA program is available to Community Development Block Grant (CDBG) entitlement jurisdictions to implement plans to address homelessness and increase affordable housing stock. PLHA is an ongoing formula program that provides non-competitive funding to entitlement cities, as well as competitive grant funding to non-entitlement cities. The amount of PLHA funds allocated to each entitlement jurisdiction is directly proportionate to each jurisdiction's share of the total 2017 CDBG allocation in California. In order to be eligible for the funding, jurisdictions must have a state certified and compliant Housing Element and have a timely Annual Progress Report (APR) on the Housing Element submitted per state law.

Eligible Activities for PLHA funding include:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households.

2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120-percent of AMI. ADUs shall be available for occupancy for a term of no less than 30 days.

Note: Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of Affordable rental and ownership housing.

3. Matching portions of funds placed into Local or Regional Housing Trust Funds.

4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.

6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

A. This activity may include subawards to administrative entities as defined in HSC Section 50490(a) (1-3) that were awarded California Emergency Solutions and Housing (CESH) program funds or Home Emergency Assistance Program (HEAP) funds for rental assistance to continue assistance to these households.

B. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8225(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).

7. Accessibility modifications in lower-income owner-occupied housing.

8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

9. Homeownership opportunities, including, but not limited to, down payment assistance.

10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing project.

Forty percent (40%) of the moneys in the PLHA fund are required by statute to be expended for Affordable Owner-Occupied Workforce Housing (AOWH). AOWH is defined as owner-occupied housing that is affordable to persons or families of low or moderate income. An example of an allowable AOWH activity would be providing assistance to first-time home buyers. If funding proposed in local government Plans for AOWH activities is lower than forty percent (40%) of the moneys available in the Fund, HCD may require Turlock to use a specific percentage of the annual formula allocations in some future year for AOWH activities as part of the annual funding process.

Turlock's allocations are \$309,854 for FY 2019, \$481,610 for FY 2020 and \$529,997 for FY 2021. Because the amount of funding is based on the recording fees received for real estate transactions, funding for FY 2022 and 2023 have not yet been determined by the Department of Housing and Community Development (HCD). It is estimated that the City's allocation is not to exceed approximately \$1,859,124 over the program's first five years. Funding for FY 2019, 2020 and 2021 is available as soon as the Standard Agreement is executed by all parties. The Standard Agreement was executed in November 2023. An amended Standard Agreement will be sent each year to the City and needs to be executed in order to receive the allocations announced by HCD. At this time, the allocations for FY 2022 and 2023 have not been confirmed.

On November 15, 2022, the City Council authorized and approved the application, acceptance and appropriation of the PLHA Grant Funds and the City submitted a 5-year plan for the allocation years 2019-2023 to HCD and an agreement was signed for the following activities:

Activity 1 – The City to use allocated funds to assist persons who are experiencing or at-risk of homelessness through street outreach and other supportive/case management services in conformance with federal rules contained in 24 CFR Section 576.101 that allows people to obtain and retain housing, operating and capital costs for navigation centers.

Activity Description

Eighty-five percent (85%) of the 2019-2023 PLHA funds to be used for operating costs of emergency shelters and/or navigation centers. Following the awarding of funds, the City will solicit qualified provider proposals to consider for funding. All programs will adhere to the PLHA Program Guidelines.

The City contracted with We Care Program, a non-profit organization, to assist persons who are experiencing or at-risk of homelessness through a day-use navigation center as a pilot program. The navigation center provided supportive case management and counseling, rapid rehousing, housing navigation services, and was open to anyone seeking shelter during the day-time hours. After twelve months of operation, the City Council evaluated the results of the program and chose to redirect funds to owner-occupied rehabilitations and first-time home buyer programs.

Activity 2 – The predevelopment, development, acquisition, rehabilitation and preservation of multifamily, residential live-work, or rental housing that is affordable to extremely low, very-low, low, or moderate-income households.

Activity Description

Ten Percent (10%) of the 2023 PLHA funds to be used for projects geared towards increasing the supply of work force housing, prioritizing those at or below 60% AMI. All projects will adhere to the PLHA Program Guidelines.

Activity 4- Program Administration, Activity Delivery Costs, and Reimbursement of Costs

Activity Description

The allowable five percent (5%) of the PLHA funding to be used for administration costs related to the execution of the grant eligible activities.

A revision was submitted to HCD to amend the PLHA budget for the 2019 allocation year to shift 85% of the 2019 allocation from the activity of operating costs of an emergency shelter to the activity of rehabilitating affordable rental and ownership housing, with 5% to remain for administrative costs as the objectives of the City Council had changed. FY 2019 allocation was used to fund a portion of the rehabilitation of a City-owned four-plex housing unit with the intention of selling the property to an eligible non-profit organization to be used as affordable rental housing for individuals at or below 80% of AMI with affordability covenants for 55 years as per PLHA guidelines. This property rehabilitation was completed and transferred to We Care Program, a non-profit agency, on October 18, 2024, to provide affordable housing for the covenant period.

As a revision has not been done for the remaining years, the City must submit a revision to the remaining allocated years 2020-2023 to access the funding.

Keeping in mind the City Council's direction and focus on providing homeownership opportunities, staff is recommending the following allocation revisions for the FY 2020 allocation:

Activity 1 – The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing.

Currently, the City owns 7 properties, 3 of which require rehabilitation to bring the homes up to Housing Quality Standards. Forty percent (40%) of the FY 2020 allocation will be used to rehabilitate the three (3) of the City-owned properties to increase the supply of affordable rental and ownership housing. Once rehabilitated, there are two (2) options allowable under the PLHA eligible activities, which include:

Option 1: Sell the properties to first-time home buyers through providing ownership opportunities to individuals or families that earn at or below 80% AMI. This may include selling the homes below market rate to allow affordability to this population.

Option 2: Selling the properties to a non-profit agency to provide affordable rental housing for a period of 55 years. The agency will be identified through a Request for Proposal (RFP) process, with a committee reviewing the proposals and making a recommendation that would come to Council for final approval.

Staff is seeking guidance from Council as to which option Council would like staff to pursue.

Activity 2 – Accessibility modifications, including code enforcement health and safety issues in lower-income owner-occupied housing,

Activity Description

Fifteen percent (15%) of the PLHA funding will be used to rehabilitate owner-occupied properties that are in need of accessibility and/or health and safety modifications for individuals at or below 80% AMI.

Activity 3 – Homeownership opportunities, including, but not limited to, down payment assistance.

Activity Description

Forty percent (40%) of the PLHA funding will be used to provide down payment assistance for first time home buyers at or below 120% AMI.

Activity 4 - Program Administration, Activity Delivery Costs, and Reimbursement of Costs

Activity Description

The allowable five percent (5%) of the PLHA funding to remain for administration costs related to the execution of the grant eligible activities.

Staff is recommending the following allocation revisions for the FY 2021-2023 allocations:

Activity 2 – Accessibility modifications, including code enforcement health and safety issues in lower-income owner-occupied housing.

Activity Description

Fifty percent (50%) of the PLHA funding will be used to rehabilitate owner-occupied properties that are in need of accessibility and/or health and safety modifications for individuals at or below 80% AMI.

Activity 3 – Homeownership opportunities, including, but not limited to down payment assistance.

Activity Description

Forty-five percent (45%) of the PLHA funding will be used to provide down payment assistance for first-time home buyers at or below 120% AMI.

Activity 4 - Program Administration, Activity Delivery Costs, and Reimbursement of Costs

Activity Description

The allowable five percent (5%) of the PLHA funding to remain for administration costs related to the execution of the grant eligible activities.

3. BASIS OF RECOMMENDATION:

Staff recommends submitting the Permanent Local Housing Allocation (PLHA) Plan Amendment to the Department of Housing and Community Development (HCD) as presented.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Increase appropriations in account 260-41-494_47220 – PLHA -Administration – City in the amount of \$24,080, increase appropriations in account 260-41-494_47224 – PLHA – Acquisition & Rehab of Affordable Rental Housing in the amount of \$193,000, increase appropriations in account 260-41-494_47210_0005 – Housing Program Services Programs – Housing Rehabilitation Loan in the amount of \$71,530, and increase appropriations in account 260-41-494_47210_003 – Housing Program Services Programs – First Time Home Buyers Loan in the amount of \$193,000 for a total of \$481,610 for the FY 2020 PLHA allocation to be spent in the FY 2024-2025 budget.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Applying for and receiving of grant funds does not constitute a “project” within the meaning of Public Resources Code Section 21065, 14 Cal Code Reg. Section 15060(c)(2), 15060(c)(3), or 15378 because there is no potential that it will result in a direct or reasonably foreseeable indirect physical change in the environment. In addition, the activity is categorically exempt pursuant to Section 15061(b)(3), “Review for Exemptions” of the CEQA Guidelines because there is no possibility that the activity will have a significant effect on the environment, and no further environmental review is required. Moreover, even if the activity does comprise a project for CEQA analysis, it falls within the “common sense” CEQA exemption set forth in CEQA Guidelines Section 15061(b)(3), excluding projects where “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” None of the exceptions identified in CEQA Guidelines Section 15300.2 are present. No unusual circumstances are present. This determination reflects the City’s independent judgment and analysis. Therefore, the activity does not warrant further environmental review.

8. ALTERNATIVES:

- A. The City Council could choose not to submit the plan amendment for the funding. This alternative is not recommended as these funds and activities would assist the City in meeting its housing goals set in the HUD approved Consolidated Plan and the State approved Housing Element. Also, the City would lose the FY 2020 funds due to HCD’s timeline.
- B. The City Council could choose to submit the plan amendment for the funding for allocation years 2020-2023, utilizing forty percent (40%) of allocation year 2020 to rehabilitate three (3) of the City owned properties and provide homes to first time home buyers at eighty percent (80%) of AMI, possibly having to sell the houses under market value to ensure affordability.
- C. The City Council could choose to submit the plan amendment for the funding for allocation years 2020-2023, utilizing forty percent (40%) of allocation year 2020 to

rehabilitate three (3) of the City owned properties and sell to a non-profit agency to provide affordable rental housing for a period of 55 years.

9. ATTACHMENTS:

1. Resolution for PLHA Plan Amendment
2. Resolution for increase to FY 2024-2025 appropriations
3. Attach C-PLHA 5-Year Plan Amendment -First Time Home Buyers
4. Attach D-PLHA 5-Year Plan Amendment-Rental Housing

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING THE }
SUBMITTAL OF THE APPLICATION TO THE }
DEPARTMENT OF HOUSING AND }
COMMUNITY DEVELOPMENT (HCD) }
AMENDING THE 5-YEAR PLAN FOR THE }
PERMANENT LOCAL HOUSING }
ALLOCATION (PLHA) PROGRAM FOR THE }
ALLOCATION YEARS 2020-2023 AND }
AUTHORIZING THE CITY MANAGER OR }
DESIGNEE TO EXECUTE ALL RELATED }
AND NECESSARY DOCUMENTS. }**

RESOLUTION NO. 2025-

WHEREAS, the Department is authorized to provide up to \$296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).; and

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 10/15/2024 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the City of Turlock, is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations,

as stated in Appendix C of the current NOFA \$1,859,124 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. Pursuant to Section 302(c)(4) and 302 ©(5) of the Guidelines, Applicant's PLHA Plan Amendment for the 2020-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan Amendment and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.
5. Applicant certifies that it was delegated by City of Turlock to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.
6. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
7. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
8. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
9. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) and (C).
10. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
12. City Manager, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signature of Approving Officer: _____
Reagan M. Wilson, City Manager

CERTIFICATE OF THE ATTESTING OFFICER The undersigned, Officer of the City of Turlock does hereby attest and certify that the _____ Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City Council of the City of Turlock which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of
Stanislaus, State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE
INCREASE OF BUDGET APPROPRIATIONS
IN ACCOUNT 260-41-494_47220-PLHA –
ADMINISTRATION IN THE AMOUNT OF
\$24,080, INCREASE APPROPRIATIONS IN
ACCOUNT 260-41-494_47224-PLHA–
ACQUISITION & REHAB OF AFFORDABLE
RENTAL HOUSING THE AMOUNT OF
\$193,000, INCREASE APPROPRIATIONS IN
ACCOUNT 260-41-494_47210_005-PLHA
HOUSING PROGRAM SERVICES-HOUSING
REHABILITATION LOAN IN THE AMOUNT
OF \$71,530 AND INCREASE
APPROPRIATIONS IN ACCOUNT 260-41-
494_2710_003-HOUSING PROGRAM
SERVICES PROGRAMS-FIRST TIME HOME
BUYERS LOAN IN THE AMOUNT OF
\$193,000 FOR A TOTAL OF
\$481,610 FOR PLHAS ALLOCATION YEAR
2020.**

RESOLUTION NO. 2025-

WHEREAS, the California Department of Housing and Community Development (“HCD”) is authorized to provide up to \$296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))); and

WHEREAS, HCD issued a Notice of Funding Availability (“NOFA”) dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the City of Turlock, is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

WHEREAS, the City Council authorized and approved the application, acceptance, and appropriation of the PLHA Grant funds and submitted a 5-year plan to HCD on November 15, 2022; and

WHEREAS, the City needs to submit a revision to the 5-year plan to reallocate funds to ongoing projects: and

WHEREAS, Budget appropriations for fiscal year 2024-2025 need to be

increased to accept the fiscal year 2020 allocation; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the increase of budget appropriations in account 260-41-494_47220-PLHA Administration in the amount of \$24,080, increase appropriations in account 260-41-494_47224-PLHA Acquisition and Rehab of Affordable Rental Housing in the amount of \$193,000, increase appropriations in account 260-41-494_47210_005-PLHA Housing Program Services-Housing Rehabilitation Loan in the amount of \$71,530, and increase appropriations in account 460-41-494_47210_003-Housing Program Services-First Time Home Buyers Loan in the amount of \$193,000 for a total of \$481,610 for PHLA allocation year 2020.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Instructions

Rev. 10/10/24

When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

Applications must be submitted electronically to the Department's [HCD Portal Sign In](#) website. To receive an award of CY 2021 funds, applicants are required to submit an application and demonstrate a fully compliant Housing Element and submittal of the applicable Annual Progress Report(s) no later than February 28, 2025. All CY 2021 funds must be awarded by June 30, 2025 or they will revert to the Housing Rehabilitation Loan Fund per statute.

This NOFA will remain open to eligible applicants through June 30, 2027.

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'save as' .xls or .xlsx. Do not 'save as' .xism or .pdf format. For application errors please fill out the Application Support worksheet and email the entire workbook to Application Support for application errors at PLHA@hcd.ca.gov.

General Instructions (Additional instructions and guidance are given throughout the Formula Allocation Application in "red" text and in cell comments.

Guideline references are made with "\$" and the corresponding guideline section number.

"Yellow" cells are for Sponsor input. Failure to provide the required attachments and documentation may disqualify your application from consideration. An Applicant must submit a complete application and other documents consistent with the deadlines stated in this NOFA. Applications submitted in response to this NOFA must meet the threshold requirements set forth in this section and in PLHA Guidelines Section 302.

Required attachments are indicated in "orange" throughout the Streamline Application. Failure to provide the required attachments and documentation may disqualify your application from consideration. Electronically attached files must use the naming convention in the PLHA Application. For Example: "App1 Tin" or "Reuse Plan".

Threshold items are indicated in "blue" cells.

"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program. Cells in the worksheet shaded in "red" indicate that the Applicant has failed to meet the minimum required.

Sponsor must complete the following worksheets in the PLHA Formula Allocation Application.

Formula Allocation Application

Urban County

Checklist

Threshold Requireme	Electronic File Name	Document Description	Included?
X	Application and Adopting the PLHA Plan (2021-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2021-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Included
X	App1 TIN	Provide a signed Gov't TIN Form	Included
X	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments.	Not Applicable
X	Plan Adoption Reso	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content. PLHA webpage for Plan Adoption Resolution Document , located under our Forms tab.	Included
X	Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Included
X	Executed Application	Provide a copy of the signed application. Signature can be typed into the Excel workbook, PDF with Docusigned signature or PDF with wet ink signature in blue ink preferred.	Included

Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request."

PLHA Formula - Amendment for years 2020, 2021, 2022, 2023										Rev. 10/10/24.M	
Eligible Applicant Type:		Entitlement									
Local Government Recipient of PLHA Formula Allocation:										Turlock	
2020 PLHA Formula Allocation Amount:		n/a		2019 Allowable Local Admin (5%):		n/a		Admin requested?		Yes	
2021 PLHA Formula Allocation Amount:		n/a		2020 Allowable Local Admin (5%):		n/a		Admin requested?		Yes	
2022 PLHA Formula Allocation Amount:		n/a		2021 Allowable Local Admin (5%):		n/a		Admin requested?		Yes	
2023 PLHA Formula Allocation Amount:		n/a		2022 Allowable Local Admin (5%):		n/a		Admin requested?		Yes	
Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement. The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities. Please note that 40% of each allocation you are requesting to amend with this application MUST be allocated to an activity that supports Homeownership in accordance with the NOFA. Ownership activities are 2,3,4,7,8,9 (activities 2,3,4, & 8 will only count as ownership if the funds will go towards ownership sub activities as opposed to rental housing sub activities including ADU's) If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the highest AMI level the Activity will serve (you can always go lower than what is listed but you may not serve higher than what is listed without completing a plan amendment in the future). For each year (2021-2023), allocations must equal 100% annually including the allowable administrative costs of up to 5%.											
§300 Eligible Applicants											
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.											
Applicant:		City of Turlock									
Address:		156 S Broadway Suite 140									
City:		Turlock		State:		CA		Zip:		95380	
County:		Stanislaus									
Auth Rep Name:		Reagan M. Wilson		Title:		City Manager		Auth Rep. Email:		RWilson@turlock.ca.us	
Phone:		209-668-5540									
Address:		156 S Broadway Suite 230				City:		Turlock		State: CA	
Zip Code:		95380									
Contact Name:		Jennifer Figueroa		Title:		Housing Program Manager		Contact Email:		Jfigueroa@turlock.ca.us	
Contact Phone:		209-668-5827									
Address:		156 S Broadway Suite 140				City:		Turlock		State: CA	
Zip Code:		95380									
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?											
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)?								A sample agreement can be found by double clicking on the icon to the right			
File Name:		Application and/or Adopting the PLHA Plan (2020-2023 Allocations) Reso		Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2020-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.					Uploaded to HCD?		Yes
File Name:		Gov TIN		Provide a signed Gov't TIN Form					Uploaded to HCD?		Yes
File Name:		Applicant Delegation Agreement		Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 19, column AH)					Uploaded to HCD?		N/A
§301 Eligible Activities											
§301(a) Eligible activities are limited to the following:										Select below:	
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.										No	
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.										Yes	
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.										No	
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.										No	
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.										No	
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.										No	
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.										Yes	
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.										No	
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.										Yes	

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.

No

§302(c)(4) Plan

Rev. 10/10/24.Mod

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City currently owns four (4) properties that were purchased with Community Development Block Grant funds, three (3) of which are in need of rehabilitation so they can be used to provide affordable housing for individuals up to 80 percent of AMI. A portion of the funds will be used for the construction to rehabilitate these properties. This properties will be sold to first time home buyers who have income up to 80% AMI.
The City maintains a list of owner-occupied properties that are in need of rehabilitation that are due to accessibility and/or health and safety issues. A portion of the funds will be used for the construction to rehabilitate owner-occupied homes that are in need of accessibility and/or health safety updates.
The City will use 40 percent of the allocation to provide down payment assistance to first time homebuyers for individuals up to 80 percent of AMI.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The City of Turlock will utilize PLHA funds to provide rehabilitation services to households with income levels at or below 60 percent of Area Median Income (AMI).

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The City's 2015-2023 Housing Element includes seven goals, each with specific policies and implementation actions. The City's plan provides direct actions to support the following goals set forth in the Housing Element:
GOAL HE-1) Housing Opportunities and Accessibility
Objective 1-1-Seek assistance under federal, state and other programs for eligible activities within the City that address housing needs.
GOAL HE-4) Preserve, rehabilitate and enhance existing housing and neighborhoods
Objective 4-3 - Preserve at-risk housing.

Activities Detail (Activities Detail (Must make a selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.

City will utilize PLHA funds to rehabilitate three (3) City-owned properties. These units will provide housing to individuals at 80% or below of the Area Median Income (AMI) for Stanislaus County

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the highest AMI to be served.

Funding Allocation Year	2020														
Type of Affordable Housing Activity	Development of Rental/Ownership Housing														
§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity	40%														
What Percentage of the Percentage Above Will be Used for Ownership Housing?	40%														
§302(c)(4)(E)(ii) Area Median Income Level Served	80%														TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level Note: complete for years 2020, 2021, 2022, 2023 only	283														283
§302(c)(4)(E)(ii) Projected Number of Households Served	5														5
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	55														

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project.

Upon approval of the City of Turlock's PLHA application amendment from the HCD and execution of the Standard Agreement, the City will begin the bidding process to obtain contractors to complete the rehabilitation of the City-owned properties. We anticipate completing the rehabilitation of the properties by the end of summer of 2025. The City will also begin the process of advertising and screening potential first time homebuyers at 80 percent of AMI or lower to purchase the homes utilizing the City's First Time Homebuyer program policies and procedures. We anticipate completing the first time homebuyers process for the City-owned properties by spring of 2026. This will be used for work force housing.

§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

The City will begin the procurement process to solicit bids from licensed contractors. The City will utilize PLHA funds to pay for the rehabilitation of the properties, with 5 percent of funds to be utilized for administrative costs.

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the highest AMI to be served.

Funding Allocation Year	2020	2021	2022	2023										
Type of Affordable Housing Activity	Accessibility modifications in Lower-income Owner-Occupied Housing	Accessibility modifications in Lower-income Owner-Occupied Housing	Accessibility modifications in Lower-income Owner-Occupied Housing	Accessibility modifications in Lower-income Owner-Occupied Housing										
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	15%	50%	50%	50%										
What Percentage of the Percentage Above Will be Used for Ownership Housing?	100%	100%	100%	100%										
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%	80%	80%										TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level Note: complete for years 2020, 2021, 2022, 2023 only	259	259	259	259										1036
§302(c)(4)(E)(ii) Projected Number of Households Served	10	10	10	10										40
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity	20	20	20	20										

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

Upon approval of the City of Turlock's PLHA application amendment from the HCD and execution of the Standard Agreement, the City will begin contacting home-owners on the rehabilitation list and schedule an appointment to walk property and qualify individuals to ensure they meet the maximum of 80 percent of AMI income level. Once the individual has been qualified and approved by the City Loan Committee for a forgivable loan and items needing rehabilitated are identified and documented as accessibility modification and/or health and safety concerns, we will proceed with the bid process to identify a contractor. Once the contracts have entered into contract, construction will begin with most rehabilitation projects taking approximately 60 days to be completed. The City anticipates that this activity will be ongoing beginning in the spring of 2025 and completing with 12 months.

§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

The City will use the procurement process to solicit bids from licensed contractors to complete the needed accessibility modifications and/or health and safety concerns for each individual owner-occupied residence. The City will utilize PLHA funds to pay for the construction costs for each rehabilitation, with 5 percent of funds to be utilized for administrative costs.

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the highest AMI to be served.

Funding Allocation Year	2020	2021	2022	2023										
Type of Homeowner Assistance	Homebuyer Assistance	Homebuyer Assistance	Homebuyer Assistance	Homebuyer Assistance										

§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	40%	45%	45%	45%										
What Percentage of the Percentage Above Will be Used for Ownership Housing?	100%	100%	100%	100%										
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	120%	120%	120%										TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level Note: complete for years 2020, 2021, 2022, 2023 only	259	259	259	259										1036
§302(c)(4)(E)(ii) Projected Number of Households Served	2	2	2	2										8
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity	15	15	15	15										
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. The City will begin the process of advertising and screening potential first time homebuyers for work force housing at 80 percent of AMI or lower to purchase the homes utilizing the City's First Time Homebuyer program policies and procedures. We anticipate completing 2 first time homebuyers loans by spring of 2026.														
File Name:	Plan Adoption Reso		§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.									Uploaded to HCD?		

Total Percentage of Funds Allocated Calculator (2021 - 2023)

2020 Allocation	
Admin	5%
Funds Allocated	95%
Total Percentage of Funds Allocated for 2021	100%

2021 Allocation	
Admin	5%
Funds Allocated	95%
Total Percentage of Funds Allocated for 2021	100%

2022 Allocation	
Admin	5%
Funds Allocated	95%
Total Percentage of Funds Allocated for 2022	100%

2023 Allocation	
Admin	5%
Funds Allocated	95%
Total Percentage of Funds Allocated for 2023	100%

End of Document

Instructions

Rev. 10/10/24

When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

Applications must be submitted electronically to the Department's [HCD Portal Sign In](#) website. To receive an award of CY 2021 funds, applicants are required to submit an application and demonstrate a fully compliant Housing Element and submittal of the applicable Annual Progress Report(s) no later than February 28, 2025. All CY 2021 funds must be awarded by June 30, 2025 or they will revert to the Housing Rehabilitation Loan Fund per statute.

This NOFA will remain open to eligible applicants through June 30, 2027.

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'save as' .xls or .xlsx. Do not 'save as' .xism or .pdf format. For application errors please fill out the Application Support worksheet and email the entire workbook to Application Support for application errors at PLHA@hcd.ca.gov.

General Instructions (Additional instructions and guidance are given throughout the Formula Allocation Application in "red" text and in cell comments.

Guideline references are made with "\$" and the corresponding guideline section number.

"Yellow" cells are for Sponsor input. Failure to provide the required attachments and documentation may disqualify your application from consideration. An Applicant must submit a complete application and other documents consistent with the deadlines stated in this NOFA. Applications submitted in response to this NOFA must meet the threshold requirements set forth in this section and in PLHA Guidelines Section 302.

Required attachments are indicated in "orange" throughout the Streamline Application. Failure to provide the required attachments and documentation may disqualify your application from consideration. Electronically attached files must use the naming convention in the PLHA Application. For Example: "App1 Tin" or "Reuse Plan".

Threshold items are indicated in "blue" cells.

"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program. Cells in the worksheet shaded in "red" indicate that the Applicant has failed to meet the minimum required.

Sponsor must complete the following worksheets in the PLHA Formula Allocation Application.

Formula Allocation Application

Urban County

Checklist

Threshold Requireme	Electronic File Name	Document Description	Included?
X	Application and Adopting the PLHA Plan (2021-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2021-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Included
X	App1 TIN	Provide a signed Gov't TIN Form	Included
X	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments.	Not Applicable
X	Plan Adoption Reso	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content. PLHA webpage for Plan Adoption Resolution Document , located under our Forms tab.	Included
X	Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Included
X	Executed Application	Provide a copy of the signed application. Signature can be typed into the Excel workbook, PDF with Docusigned signature or PDF with wet ink signature in blue ink preferred.	Included

Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request."

PLHA Formula - Amendment for years 2020, 2021, 2022, 2023										Rev. 10/10/24.M	
Eligible Applicant Type:		Entitlement									
Local Government Recipient of PLHA Formula Allocation:										Turlock	
2020 PLHA Formula Allocation Amount:		n/a		2019 Allowable Local Admin (5%):		n/a		Admin requested?		Yes	
2021 PLHA Formula Allocation Amount:		n/a		2020 Allowable Local Admin (5%):		n/a		Admin requested?		Yes	
2022 PLHA Formula Allocation Amount:		n/a		2021 Allowable Local Admin (5%):		n/a		Admin requested?		Yes	
2023 PLHA Formula Allocation Amount:		n/a		2022 Allowable Local Admin (5%):		n/a		Admin requested?		Yes	
Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement. The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities. Please note that 40% of each allocation you are requesting to amend with this application MUST be allocated to an activity that supports Homeownership in accordance with the NOFA. Ownership activities are 2,3,4,7,8,9 (activities 2,3,4, & 8 will only count as ownership if the funds will go towards ownership sub activities as opposed to rental housing sub activities including ADU's) If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the highest AMI level the Activity will serve (you can always go lower than what is listed but you may not serve higher than what is listed without completing a plan amendment in the future). For each year (2021-2023), allocations must equal 100% annually including the allowable administrative costs of up to 5%.											
§300 Eligible Applicants											
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.											
Applicant:		City of Turlock									
Address:		156 S Broadway Suite 140									
City:		Turlock		State:		CA		Zip:		95380	
County:		Stanislaus									
Auth Rep Name:		Reagan M. Wilson		Title:		City Manager		Auth Rep. Email:		Rwilson@turlock.ca.us	
Phone:		209-668-5540									
Address:		156 S Broadway Suite 230				City:		Turlock		State:	CA
Zip Code:		95380									
Contact Name:		Jennifer Figueroa		Title:		Housing Program Manager		Contact Email:		Jfigueroa@turlock.ca.us	
Contact Phone:		209-668-5827									
Address:		156 S Broadway Suite 140				City:		Turlock		State:	CA
Zip Code:		95380									
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?											
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)? A sample agreement can be found by double clicking on the icon to the right											
File Name:		Application and/or Adopting the PLHA Plan (2020-2023 Allocations) Reso				Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2020-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.				Uploaded to HCD?	
File Name:		Gov TIN				Provide a signed Gov't TIN Form				Uploaded to HCD?	
File Name:		Applicant Delegation Agreement				Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 19, column AH)				Uploaded to HCD?	
§301 Eligible Activities											
§301(a) Eligible activities are limited to the following:										Select below:	
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.										No	
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.										Yes	
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.										No	
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.										No	
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.										No	
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.										No	
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.										Yes	
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.										No	
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.										Yes	

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.

No

§302(c)(4) Plan

Rev. 10/10/24.Mod

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City currently owns four (4) properties that were purchased with Community Development Block Grant funds, three (3) of which are in need of rehabilitation so they can be used to provide affordable housing for individuals up to 80 percent of AMI. A portion of the funds will be used for the construction to rehabilitate these properties. This properties will be sold to non profit agencies to provide affordable rental housing for a period of 55 years.
The City maintains a list of owner-occupied properties that are in need of rehabilitation that are due to accessibility and/or health and safety issues. A portion of the funds will be used for the construction to rehabilitate owner-occupied homes that are in need of accessibility and/or health safety updates.
The City will use 40 percent of the allocation to provide down payment assistance to first time homebuyers for individuals up to 120 percent of AMI.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The City of Turlock will utilize PLHA funds to provide rehabilitation services to households with income levels at or below 60 percent of Area Median Income (AMI).

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The City's 2015-2023 Housing Element includes seven goals, each with specific policies and implementation actions. The City's plan provides direct actions to support the following goals set forth in the Housing Element:
GOAL HE-1) Housing Opportunities and Accessibility
Objective 1-1-Seek assistance under federal, state and other programs for eligible activities within the City that address housing needs.
GOAL HE-4) Preserve, rehabilitate and enhance existing housing and neighborhoods
Objective 4-3 - Preserve at-risk housing.

Activities Detail (Activities Detail (Must make a selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.

City will utilize PLHA funds to rehabilitate three (3) City-owned properties. These units will provide housing to individuals at 80% or below of the Area Median Income (AMI) for Stanislaus County

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the highest AMI to be served.

Funding Allocation Year	2020														
Type of Affordable Housing Activity	Development of Rental/Ownership Housing														
§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity	40%														
What Percentage of the Percentage Above Will be Used for Ownership Housing?	40%														
§302(c)(4)(E)(ii) Area Median Income Level Served	80%														TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level Note: complete for years 2020, 2021, 2022, 2023 only	283														283
§302(c)(4)(E)(ii) Projected Number of Households Served	5														5
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	55														

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project.

Upon approval of the City of Turlock's PLHA application amendment from the HCD and execution of the Standard Agreement, the City will begin the bidding process to obtain contractors to complete the rehabilitation of the City-owned properties. We anticipate completing the rehabilitation of the properties by the end of summer of 2025. The City will also begin the process of advertising and screening potential first time homebuyers at 80 percent of AMI or lower to purchase the homes utilizing the City's First Time Homebuyer program policies and procedures. We anticipate completing the first time homebuyers process for the City-owned properties by spring of 2026. This will be used for work force housing.

§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

The City will begin the procurement process to solicit bids from licensed contractors. The City will utilize PLHA funds to pay for the rehabilitation of the properties, with 5 percent of funds to be utilized for administrative costs.

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the highest AMI to be served.

Funding Allocation Year	2020	2021	2022	2023										
Type of Affordable Housing Activity	Accessibility modifications in Lower-income Owner-Occupied Housing	Accessibility modifications in Lower-income Owner-Occupied Housing	Accessibility modifications in Lower-income Owner-Occupied Housing	Accessibility modifications in Lower-income Owner-Occupied Housing										
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	15%	50%	50%	50%										
What Percentage of the Percentage Above Will be Used for Ownership Housing?	100%	100%	100%	100%										
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%	80%	80%										TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level Note: complete for years 2020, 2021, 2022, 2023 only	259	259	259	259										1036
§302(c)(4)(E)(ii) Projected Number of Households Served	10	10	10	10										40
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity	20	20	20	20										

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

Upon approval of the City of Turlock's PLHA application amendment from the HCD and execution of the Standard Agreement, the City will begin contacting home-owners on the rehabilitation list and schedule an appointment to walk property and qualify individuals to ensure they meet the maximum of 80 percent of AMI income level. Once the individual has been qualified and approved by the City Loan Committee for a forgivable loan and items needing rehabilitated are identified and documented as accessibility modification and/or health and safety concerns, we will proceed with the bid process to identify a contractor. Once the contracts have entered into contract, construction will begin with most rehabilitation projects taking approximately 60 days to be completed. The City anticipates that this activity will be ongoing beginning in the spring of 2025 and completing with 12 months.

§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

The City will use the procurement process to solicit bids from licensed contractors to complete the needed accessibility modifications and/or health and safety concerns for each individual owner-occupied residence. The City will utilize PLHA funds to pay for the construction costs for each rehabilitation, with 5 percent of funds to be utilized for administrative costs.

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the highest AMI to be served.

Funding Allocation Year	2020	2021	2022	2023										
Type of Homeowner Assistance	Homebuyer Assistance	Homebuyer Assistance	Homebuyer Assistance	Homebuyer Assistance										

§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	40%	45%	45%	45%										
What Percentage of the Percentage Above Will be Used for Ownership Housing?	100%	100%	100%	100%										
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	120%	120%	120%										TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level Note: complete for years 2020, 2021, 2022, 2023 only	259	259	259	259										1036
§302(c)(4)(E)(ii) Projected Number of Households Served	2	2	2	2										8
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity	15	15	15	15										
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. The City will begin the process of advertising and screening potential first time homebuyers for work force housing at 80 percent of AMI or lower to purchase the homes utilizing the City's First Time Homebuyer program policies and procedures. We anticipate completing 2 first time homebuyers loans by spring of 2026.														
File Name:	Plan Adoption Reso		§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.										Uploaded to HCD?	

Total Percentage of Funds Allocated Calculator (2021 - 2023)

2020 Allocation	
Admin	5%
Funds Allocated	95%
Total Percentage of Funds Allocated for 2021	100%

2021 Allocation	
Admin	5%
Funds Allocated	95%
Total Percentage of Funds Allocated for 2021	100%

2022 Allocation	
Admin	5%
Funds Allocated	95%
Total Percentage of Funds Allocated for 2022	100%

2023 Allocation	
Admin	5%
Funds Allocated	95%
Total Percentage of Funds Allocated for 2023	100%

End of Document

City Council Staff Report

January 14, 2025



From: Adrienne Werner, Development Services Director
Prepared by: Adrienne Werner, Development Services Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Approving an Amended and Restated promissory note, First Amendment to a loan agreement with forgivable terms, a modification to the deed of trust, and First Amendment to the Regulatory Agreement in a form approved by the City Attorney, between the City of Turlock and Turlock Gospel Mission, a 501(C)(3) non-profit organization, for the rehabilitation of the real property located at 432 S. Broadway, Turlock (APN #043-049-032-000) in the total amount of \$491,053, to be funded in the amount of \$91,053 from Fund 257 "State HOME Fund" account 257-41-491.47212 "Homeless Assistance Projects" and \$400,000 from Fund 255 "CDBG" account 255-41-485.47210_006 "Housing Program Services Programs Public Improvements" subject to the terms and conditions as outlined in Attachment A, and authorizing the City Manager to execute all related and necessary documents.

2. DISCUSSION OF ISSUE:

In 2019, the Turlock City Council accepted \$585,000 in Homeless Emergency Aid Program (HEAP) funds from Stanislaus County to address homelessness. They allocated \$240,000 to rehabilitate the Turlock Gospel Mission (TGM) Day Center, which offers critical services to the homeless, including shelter, case management, and pet assistance. In 2021, an additional \$15,942.07 in HEAP interest was accepted, bringing the total funding to \$600,942.07. Due to expanded project requirements, an additional \$92,000 was allocated to TGM, totaling \$332,000, with \$330,000 designated for a forgivable loan.

During renovations, significant structural issues were found, leading to additional, unplanned work costing \$166,656.80, which included truss replacement and seismic improvements. In 2023, City Council increased funding for public improvement projects by \$400,000 to help complete Phase Two of TGM's rehabilitation, raising the project budget to \$822,257, which includes a contingency fund to cover prevailing wage costs. Remaining HEAP funds of \$92,257.52 will also contribute to completing Phase Two.

At Council's request, staff has been working with Turlock Gospel Mission on the terms and repayment of the loan, extending the terms from 10-years to 12-years and an operating agreement outlining the responsibilities and expectations of both the City and TGM for the Day Center's operations. The operating agreement is included as Attachment XX of this report.

City Council had requested that TGM operate the Day Center seven days a week; however, TGM has received complaints and concerns from the neighboring residents regarding the Day Center operating seven days a week at the 432 S. Broadway property. In response to the neighborhood concerns the TGM Day Center will operate Monday through Friday, 8:00 am to 5:00 pm from the 432 S. Broadway location with Day Center services being provided Saturday and Sunday from the Emergency Shelter located at 437 S. Broadway.

At the October 8th City Council meeting Turlock Gospel Mission still expressed concerns with the agreements, particularly, the combining of the loans and the loss of the forgiveness on the original loan, the start date of the loan forgiveness on the amended loan, the increase of the term from 10 to 12 years, and the Indemnification Section 12.b of the contract between ANV Construction and TGM. City Council asked staff and TGM to meet once again to see if the outstanding issues could be resolved. TGM and staff met and have come to agreement on the outstanding concerns.

1. The loans will be combined; however, the forgiven amount of the loan shall be acknowledged and noted in the loan documents.
2. The start date of the loan forgiveness period will begin the date that the loan documents and agreements and not the date a Certificate of Occupancy is issued.
3. The term of the loan will be 12 years.
4. Section 12.b of the contract between ANV Construction and Turlock Gospel Mission is unchanged.

3. BASIS OF RECOMMENDATION:

1. The City Council has approved the use of funds to complete this project. At the request of the City Council, an Operating Agreement is included outlining the responsibilities and expectations between the City of Turlock and the Turlock Gospel Mission for the operation and services provided at the day center. Turlock Gospel Mission will be able to reopen to provide services and a safe place for homeless individuals to be during the day. The day center will have the ability to provide restrooms to the homeless population throughout the day, act as a warming and cooling center and an overflow shelter.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriate funds have been allocated to Fund 257 "State HOME Funds" account 257-41-491.47212 "Homeless Assistance Projects" during the Fiscal Year 2024- 2025 budget process in the amount of \$91,053.

The Fiscal Year 2022-2023 Annual Action Plan was amended to increase the Public Improvement project category for CDBG an additional \$400,000 to fund the completion of the Turlock Gospel Mission Day Center. Appropriate funds have been allocated to Fund 255 "CDBG" account 255-41-485.47210_006 "Housing Program Services Programs Public Improvements" during the Fiscal Year 2024- 2025 budget process in the amount of \$400,000.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

On May 26, 2023, the City of Turlock made a Finding of No Significant Impact and published a Notice of Intent to Request Release of Funds stating the use of CDBG funds for the additional work needed for the Turlock Gospel Mission Day Center project would have no significant impact on the human environment and therefore an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) was not required.

The rehabilitation of the existing building located at 432 S. Broadway is only subject to obtaining building permits and does not require any discretionary approvals and therefore is Exempt from the provisions of CEQA in accordance with Section 15268 (Ministerial Projects) of the CEQA Guidelines.

8. ALTERNATIVES:

1. The City Council can deny moving forward with the completion of the Turlock Gospel Mission Day Center and Operating Agreement. However, this option is not recommended, as it would prevent the City from taking a leadership role in helping the community address homelessness. By working with the Turlock Gospel Mission, the City can create a positive solution that benefits those experiencing or at risk of homelessness and meets the community's needs.

9. ATTACHMENTS:

1. Attach A - Resolution
2. Attach A - Amended and Restated Promissory Note - TGM Broadway Project
3. Attach A - First Amendment TGM Construction Loan
4. Attach A - TGM Modification to Deed of Trust
5. Attach A - First Amendment to TGM Regulatory agreement
6. Attach B - TGM Amendment - ANV Contractors Inc
7. Exhibit A to Attach B - Scope of Work
8. Attach C - Scope of Work
9. Attach D - Day Center Operating Manual 1-14-25

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN }
AMENDED AND RESTATED PROMISSORY }
NOTE, FIRST AMENDMENT TO TA LOAN }
AGREEMENT WITH FORGIVABLE TERMS, }
A MODIFICATION TO THE DEED OF }
TRUST AND FIRST AMENDMENT TO THE }
REGULATORY AGREEMENT IN A FORM }
APPROVED BY THE CITY ATTORNEY, }
BETWEEN THE CITY OF TURLOCK AND }
TURLOCK GOSPEL MISSION, A 501(C)(3) }
NON-PROFIT ORGANIZATION, FOR THE }
REHABIITATION OF THE REAL }
PROPERTY LOCATED AT 432 S. }
BROADWAY, TURLOCK, (APN #043-049- }
032-000) IN THE TOTAL AMOUNT OF }
\$491,053, TO BE FUNDED IN THE AMOUNT }
OF \$91,053 FROM FUND 257 "STATE }
HOME FUND" ACCOUNT 257-41-491.47212 }
"HOMELESS ASSITANCE PROJECTS" }
AND \$400,000 FROM FUND 255 "CDBG" }
ACCOUNT 255-41-485.47210_006 }
"HOUSING PROGRAM SERVICES }
PROGRAMS PUBLIC IMPROVEMENTS" }
SUBJECT TO THE TERMS AND }
CONDITIONS AS OUTLINED IN }
ATTACHMENT A, AND AUTHORIZING THE }
CITY MANAGER TO EXECTUE ALL }
RELATED AND NECESSARY DOCUMENTS }

RESOLUTION NO. 2025-XXX

WHEREAS, on March 1, 2016, City Council approved CDBG loan documents to Turlock Gospel Mission (TGM) for the purchase of 432 S. Broadway to be operated as a Day Center; and

WHEREAS, an agreement was approved for HEAP funds for the rehabilitation of 432 S. Broadway for the Turlock Gospel Mission Day Center; and

WHEREAS, during construction it has been identified that additional funds were needed to complete the project; and

WHEREAS, on June 27, 2023, City Council approved an amendment to the Fiscal Year 2022-23 Annual Action Plan to allocate funding into the Public Improvement category to fund the completion of the Day Center project; and

WHEREAS, on May 26, 2023 the City of Turlock made a Finding of No Significant Impact and published a Notice of Intent to Request Release of Funds stating the use of CDBG funds for the additional work needed for the Turlock Gospel Mission Day Center project would have no significant impact on the human environment and therefore an Environmental Impact Statement under the

National Environmental Policy Act (NEPA) of 1969 was not required, and

WHEREAS, the rehabilitation of the existing building located at 432 S. Broadway is only subject to obtaining building permits and does not require any discretionary approvals and therefore is Exempt from the provisions of CEQA in accordance with Section 15268 (Ministerial Projects) of the CEQA Guidelines; and

WHEREAS, amendments to the promissory note, the loan agreement, the deed of trust, and a regulatory agreement are provided as Exhibit A; and

WHEREAS, this is approving an additional loan in the amount of \$92,257 in HEAP funds, and \$400,000 in CDBG funds for a total of \$492,257. The facility will have to operate as a day center for a minimum of 12 years from the date of project completion.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an Amended and Restate Promissory Note, First Amendment to a Loan Agreement with Forgivable Terms, a modification to the Dead of Trust, and First Amendment to the Regulatory Agreement in a form approved the by the City Attorney, between the City of Turlock and Turlock Gospel Mission, a 501(C)(3) non-profit organization, for the rehabilitation of the real property located at 432 S. Broadway, Turlock (APN #043-049-032-000) in the total amount of \$492,257, to be funded in the amount of \$92,257 from Fund 257 "State HOME Fund" account 257-41-491.47212 "Homeless Assistance Projects" and \$400,000 form Fund 255 "CDBG" account 255-41-485.47210_006 "Housing Program Services Programs Public Improvements" subject to the terms and conditions as outlined in Attachment A, and authorizing the City Manager to execute all related and necessary documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

AMENDED AND RESTATED PROMISSORY NOTE
GOSPEL MISSION FORGIVABLE LOAN
PROMISSORY NOTE SECURED BY DEED OF TRUST

432 South Broadway
Turlock, California

\$700,895

Turlock, California

January 14, 2025

FOR VALUE RECEIVED, the undersigned Turlock Gospel Mission, a California nonprofit public benefit corporation ("Borrower") hereby promises to pay to the order of the City of Turlock, a municipal corporation, 156 S. Broadway Ste. 140, Turlock, CA 95380 ("Holder"), a principal amount of up to Seven Hundred Thousand Eight Hundred Ninety-Five Dollars (\$700,895) or so much thereof as is disbursed to Borrower pursuant to the Loan Agreement (as defined below), plus interest thereon pursuant to Section 2 below. The Amended and Restated Promissory Note replaces that certain Promissory Note dated May 12, 2021 given by Borrower to Holder and the Promissory Note dated May 12, 2021 is hereby cancelled and of no further force and effect.

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to pay Holder the principal amount of up to Seven Hundred Thousand Eight Hundred Ninety-Five Dollars (\$700,895) for the funds loaned to Borrower by Holder to finance the development expenses associated with that certain property pursuant to the Loan Agreement between Borrower and Holder dated May 12, 2021 as amended by the First Amendment to the Loan Agreement dated as of even date herewith (the "Loan Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

2. Interest.

(a) This Note bears simple interest at the rate of zero percent (0%) per annum from the date of disbursement.

(b) If an Event of Default occurs, interest on all amounts due under this Note will begin to accrue at the Default Rate as set out in the Loan Agreement, as of the date of Default and continuing until such time as the Loan funds are repaid in full or the Default is cured.

3. Term and Repayment Requirements. One Twelfth of the funds loaned to Borrower pursuant to this Note shall be forgiven each year on the anniversary date of this Note commencing on the first anniversary date of this Note and continuing until such time as the full amount of the loan is forgiven, provided however, in the Event of a Default or if the property subject to the Deed of Trust securing the loan is sold, transferred with or without consideration

or conveyed by any instrument or court order prior to the full forgiveness of the Loan, the unpaid balance of the principal shall become immediately due and payable.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as may be otherwise set forth in the Loan Agreement. Any permitted transferee under Section 3.10 of the Loan Agreement shall be entitled to assume Borrower's obligations hereunder.

5. Security. This Note is secured by that certain Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing as modified by that certain Modification to Deed of Trust (the "Deed of Trust") wherein Borrower is the Trustor and Holder is the Beneficiary.

6. Terms of Payment.

(a) All payments due under this Note must be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note must be paid to Holder at the City of Turlock Housing Program Services Division, 156 S. Broadway Ste. 140 Turlock, CA 95380, or to such other place as Holder of this Note may from time to time designate.

(c) All payments on this Note must be without expense to Holder, and Borrower agrees to pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees and other professional service fees and costs of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

7. Default.

(a) The entire unpaid principal balance, together with all interest thereon, and together with all other sums payable under this Note, shall at the option of Holder become immediately due and payable without further demand, upon occurrence of:

(i) Any failure of Borrower to pay, in full, any payment required under this Note within ten (10) days after receipt of notice from Holder that such payment is due;

(ii) Any failure in the performance by Borrower of any term, condition, provision, or covenant set forth in this Note subject to the notice and cure period set forth in Section 5.1 of the Loan Agreement;

(iii) The occurrence of any event of default under any of the Loan Documents, or other instrument securing the obligations of Borrower under this Note or under any other promissory notes hereafter issued by Borrower to Holder pursuant to the Loan Agreement or the Deed of Trust, subject to notice and cure periods, if any, set forth therein.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default described in subsections (i) through (iii) above, will not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by Holder hereof of any payment which is less than the total of all amounts due and payable at the time of such payment will not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note will operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees and other professional service fees and costs, incurred by Holder in the

enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) Any defined terms not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

(g) This document, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. It may not be modified except upon written consent of the parties.

[Remainder of page intentionally blank.]

[Signature on following page.]

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

BORROWER:

TURLOCK GOSPEL MISSION, a California
nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

**FIRST AMENDMENT TO LOAN AGREEMENT
WITH TURLOCK GOSPEL MISSION
432 S. Broadway
Turlock, California**

THIS FIRST AMENDMENT TO LOAN AGREEMENT (this “**Amendment**”), dated January 14, 2025 (the “**Effective Date**”), is entered into by and between the City of Turlock, a municipal corporation (the “**City**”) and Turlock Gospel Mission, a California non-profit benefit corporation (the “**Borrower**”) and amends that certain loan agreement dated May 12, 2021, (the “**Agreement**”) between the City and the Borrower. The City and the Borrower are collectively referred to herein as the “**Parties.**” Capitalized terms used in this Amendment and not defined herein have the meaning ascribed to them in the Agreement.

RECITALS

A. The City and the Borrower previously entered into the Agreement pursuant to which the City provided the Borrower with Loan funds in the amount of Three Hundred Thirty Thousand Dollars (\$330,000) ("Original Loan") to renovate the real property known as 432 S. Broadway to provide a day center for the homeless.

B. Pursuant to the terms of the Original Loan, ten percent (10%) of the Original Loan was to be forgiven each year during the ten-year period of the Original Loan. As of the date of this Amendment, One Hundred Twenty-One Thousand Three Hundred Sixty-Two Dollars (\$121,362) of the Original Loan has been forgiven leaving a remaining balance due of Two Hundred Eight Thousand Six Hundred Thirty-Eight Dollars (\$208,638).

C. The City has received Community Block Grant (“**CDBG Funds**”) from the United States Department of Housing and Urban Development (“**HUD**”). The CDBG Funds are governed by the statutory and regulatory provisions of the CDBG program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended.

D. Due to unforeseen circumstances the costs of renovation of the Property exceed the original amount loaned to Borrower pursuant to the Agreement. In order to complete the renovation so that the Property can be used for the day center, Borrower intends to continue renovation of real property known as 432 S Broadway, as described in Exhibit A (Scope of Work).

E. Borrower has requested and City has agreed to provide an additional loan to Borrower in an amount not to exceed Ninety-two Thousand Two Hundred and Fifty-Seven Dollars (\$92,257) from HEAP Funds and an amount not to exceed Four Hundred Thousand Dollars (\$400,000) from CDBG Funds for a total additional loan amount of Four Hundred Ninety-Two Thousand Two Hundred and Fifty-Seven Dollars (\$492,257).

F. Concurrently with the execution of this Amendment, the City and the Borrower will execute an Amended and Restated Promissory Note (the “**Amended Note**”). The Agreement, this Amendment, the Amended Note, the Regulatory Agreement and the Deed of

Trust are collectively referred to in the Agreement and in this Amendment as the “**Loan Documents.**”

THEREFORE, the City and Borrower hereby agree as follows:

1. Definitions. The following subsections of Section 1.1 are amended in their entirety to read as follows:

(e) “Deed of Trust” means the Deed of Trust with Assignment of Rents dated May 12, 2021 and recorded in the Official Records of Stanislaus County on May 17, 2022 as Instrument No. 2022-0036749 as modified by that certain Modification to Deed of Trust dated of even date herewith and recorded against the Property.

(t) “Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants between City and Borrower dated March 1, 2016 and recorded in the Official Records of Stanislaus County on March 29, 2016 as Instrument No. 2016-21907 as amended by the First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith to be recorded against the Property.

(o) “Loan” shall mean the Original Loan with a remaining principal balance owed of Two Hundred Eight Thousand Six Hundred Thirty-Eight Dollars (\$208,638) as well as the additional loan funds provided pursuant to this Amendment of Four Hundred Ninety-Two Thousand Two Hundred and Fifty-Seven Dollars (\$492,257) for a total loan amount of Seven Hundred Thousand Eight Hundred Ninety-Five Dollars (\$700,895).

2. Use of Loan Funds/Statement of Work. Section 2.3 of the Agreement is hereby amended in its entirety to read as follows:

Section 2.3 Use of Loan Funds/Statement of Work. The Loan is being provided to renovate the Development. The Original Loan funds have been used for the initial scope of work detailed in the Work Write Up attached to the Agreement as Exhibit C. The additional work to be completed with use of the additional Loan funds is detailed in the Amended Work Write Up attached to this Amendment as Exhibit A. The budget for the work set forth in Exhibit A is not to exceed Four Hundred Ninety-Two Thousand Two Hundred Fifty-Seven Dollars (\$492,257). The schedule for commencement of the work set forth in Exhibit A is January 24, 2025 with completion estimated on May 24, 2025. The additional Loan funds will be held in escrow by the City. Any balance of escrow funds following completion of the Improvements shall be returned to the City. City staff will monitor work progression and approve progress payments to contractor through escrow.

3. Records. Section 3.2(a) is amended to add subsection (v) as set forth below:

Section 3.2(a)(v) Records demonstrating the eligibility of activities under CDBG and HOME regulations set forth in 24 CFR 570 et seq and 24 CFR 92 et seq. Funds must meet one of the national objectives of the CDBG program set forth in 24 CFR 570.208.

4. Operation of Development as Day Center for Homeless. Section 3.8 is amended in its entirety to read as follows:

Borrower shall operate the Facility as a homeless service center throughout the Term of this Agreement.

4. Audits. Borrower shall provide copies of all audits required pursuant to Section 3.3 of the Agreement to HUD as well as any other entities identified in Section 3.3.

5. Effect of Amendments. The Amendment shall take effect on the date first set forth above. Unless otherwise amended herein, all provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the Amendment shall control. All defined terms not otherwise defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, this Amendment has been entered into by the Parties as of the date first above written.

CITY OF TURLOCK, a municipal corporation

By: _____
Reagan M. Wilson, City Manager

ATTEST:

By: _____
Nichole Fiez, City Clerk

APPROVED AS TO FORM

By: _____
George A. Petrulakis, City Attorney

TURLOCK GOSPEL MISSION,
a non-profit public benefit corporation

By: _____
Board President

NO FEE DOCUMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Turlock
Housing Program Services
156 S. Broadway, Suite 140
Turlock, CA 95380

No fee for recording pursuant to
Government Code Section 27383

APNS: 043-049-032

MODIFICATION AGREEMENT FOR DEED OF TRUST AND ASSIGNMENT OF RENTS
(Turlock Gospel Mission)
432 South Broadway
Turlock, California

This MODIFICATION AGREEMENT FOR DEED OF TRUST AND ASSIGNMENT OF RENTS (the "Agreement") is dated January 14, 2025 (the "Effective Date"), and is between the City of Turlock, a municipal corporation of the State of California (the "City" or "Beneficiary"), and Turlock Gospel Mission, a California nonprofit public benefit corporation ("Borrower" or "Trustor").

RECITALS

A. Borrower owns that certain real property located at 432 S. Broadway, Turlock, California as more particularly described in Exhibit A to this Agreement (the "Property").

B. The City previously loaned to Borrower funds in the amount of Three Hundred Thirty Thousand Dollars (\$330,000) ("Original Loan") evidenced by a Loan Agreement between Borrower and the City dated May 12, 2021, as further evidenced by that certain Promissory Note given by the Borrower to the City dated May 12, 2021 and secured by a Deed of Trust dated May 12, 2021 and recorded against the Property in the Official Records of the County of Stanislaus as Document No.2022-0036749 on May 17, 2022 ("Deed of Trust"). Pursuant to the terms of the Original Loan, One Hundred Twenty-One Thousand Three Hundred Sixty-Two Dollars (\$121,362) of the Original Loan has been forgiven leaving a remaining principal balance owed of Two Hundred Eight Thousand Six Hundred Thirty-Eight Dollars (\$208,638).

C. The City now desires to increase the funds loaned to the Borrower to a total loan amount of Seven Hundred Thousand Eight Hundred Ninety-Five Dollars (\$700,895) ("Loan") in accordance with the terms and conditions of the First Amendment to the Loan Agreement dated January 14, 2025 ("First Amendment to Loan Agreement").

D. The City and Borrower now desire to modify the Deed of Trust. Concurrently herewith, Borrower and City will execute the First Amendment to the Loan Agreement, and the Borrower will execute an amended and restated promissory note to reflect the new Loan amount (the "Amended and Restated Note").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into the Agreement by this reference, the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1 AMENDMENT OF DEED OF TRUST

Section 1.1 The Loan Amount set forth in the Deed of Trust is hereby amended to be \$700,895.

ARTICLE 2 GENERAL PROVISIONS

Section 2.1 Full Force and Effect.

Except as set forth in this Agreement, the Deed of Trust remains unmodified and is in full force and effect.

Section 2.2 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 2.3 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Remainder of Page Left Intentionally Blank

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

CITY:

ATTEST:

CITY OF TURLOCK, a municipal corporation

By: _____
Nichole Fiez, City Clerk

By: _____
Reagan M. Wilson, City Manager

APPROVED AS TO FORM:

By: _____
George A. Petrulakis
City Attorney

BORROWER:

TURLOCK GOSPEL MISSION,
a California nonprofit public benefit corporation

By: _____
NAME: _____
TITLE: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of Stanislaus, City of Turlock and described as follows:

Lot 13 and 14 in Block 512 of "City of Turlock", as per map filed February 6, 1920 in Book 9 of Maps,

Page 25, Stanislaus County Records.

APN: 043-049-032

(End of Legal Description)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Turlock
Housing Program Services Division
156 S Broadway, Suite 250
Turlock, CA 95380
Attn: Housing Manager

NO FEE DOCUMENT PURSUANT TO
GOVERNMENT CODE SECTION 27383

APN: _____

FIRST AMENDMENT TO REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(Turlock Gospel Mission – CDBG Funds)
432 South Broadway
Turlock, California

This First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of January 14, 2025, by and between the City of Turlock, a municipal corporation (the "City") and Turlock Gospel Mission, a California nonprofit public benefit corporation (the "Borrower").

RECITALS

A. The City and Borrower have entered into Regulatory Agreement and Declaration of Restrictive Covenants dated March 1, 2016 and recorded in the Official Records of the County of Stanislaus on March 29, 2016 as Instrument No. 2016-21907 ("Regulatory Agreement") that restricts the use of that certain property located in the City of Turlock and more particularly described in Exhibit A attached hereto and incorporated herein (the "Property") to a day center for homeless individuals and families providing case management and other services. (the "Development").

B. The City and the Borrower now desire to amend the Regulatory Agreement as set forth below.

THEREFORE, the City and Borrower hereby agree as follows:

1. Definitions and Interpretation. Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings assigned to them in the recitals hereto, or in Section 1.1 of the Regulatory Agreement.

2. Term. Section 1.1(f) of the Regulatory Agreement is amended to read as follows:

“Term” means the term of this Agreement which commenced March 1, 2016 and expires twelve (12) years after the Improvements that are part of the Development are completed as evidenced by a certificate of occupancy or final sign off on the building permit.

3. Use Requirements/Restrictions. Section 2.1a of the Regulatory Agreement is amended to read as follows:

(a) Service Center. During the Term, Borrower shall use the Development only to service homeless individuals and families and case management relating thereto.

4. Additional Information. Section 3.3 of the Regulatory Agreement is amended to read as follows:
Borrower shall provide additional information related to the Development or related public information reasonably requested in writing by the City.

5. Periodic Performance Review. Section 4.2 of the Regulatory Agreement is amended to read as follows:

The City reserves the right to conduct reviews of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the City to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. The City shall give the Borrower written notice of its intent to conduct such reviews at least five (5) business day prior to commencing any such review. Any such review shall be at a time mutually agreed to by the Borrower and the City. To the extent the City completes a written report after such a review, a copy of such report shall be provided to the Borrower.

6. Approval of Management Policies. Section 4.4 of the Regulatory Agreement is amended to read as follows:

Borrower shall submit its written management policies with respect to the Development to the City for its review, and, at the request of the City, shall amend such policies in any way necessary to ensure that such policies comply

with the provisions of this Agreement. Any changes to the management policies proposed by the City shall be submitted, in writing, to the Borrower for its review and approval.

7. Execution of Counterparts. This Amendment to Regulatory Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following Page]

IN WITNESS WHEREOF, the City, and Borrower have executed this Agreement on or as of the date first above written.

BORROWER

Turlock Gospel Mission, a California nonprofit
public benefit corporation,

By: _____

Name: _____

Title: _____

CITY:

CITY OF TURLOCK,
a municipal corporation

By: _____
Reagan M. Wilson, City Manager

ATTEST:

By: _____
Nichole Fiez, City Clerk

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

ATTACHMENT A

PROPERTY DESCRIPTION

The land referred to herein is situated in the State of California, County of Stanislaus, City of Turlock and described as follows:

Lot 13 and 14 in Block 512 of "City of Turlock", as per map filed February 6, 1920 in Book 9 of Maps,

Page 25, Stanislaus County Records.

APN: 043-049-032

(End of Legal Description)



**AMENDMENT NO. 1
to the
Agreement between the
Turlock Gospel Mission
432 South Broadway, Turlock, California
and
ANV Contractors Inc.**

THIS AMENDMENT NO. 1, dated January 14, 2025, is entered into by and between the **Turlock Gospel Mission**, hereinafter referred to as "OWNER" and **Nicolas Vargas of ANV Contractors Inc**, hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties hereto previously entered into an Agreement dated June 2, 2021, whereby CONTRACTOR will perform construction rehabilitation of property attached hereto marked Exhibit "A" (hereinafter the "Agreement").

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

1. Section 1 of the Agreement is amended in its entirety to read as follows:

“ . **Description of Work:** The scope of work to be performed by CONTRACTOR on OWNER's property located at 432 S. Broadway, Turlock, CA 95380 shall be as specified in the Additional Work Write-up, dated April 26, 2024, attached hereto marked as Exhibit "A," incorporated herein by reference and hereinafter referred to as the "PROJECT,". For avoidance of doubt Exhibit A attached hereto replaces and supersedes Exhibit A attached to the Agreement in its entirety. All work to be performed pursuant to this agreement shall be performed in strict conformance with and to the exact standards established in the approved plans and the additional scopes of work provided as Exhibit "A". No oral agreements relative to the work shall be binding on CONTRACTOR or OWNER.

2. Section 2 of the Agreement is amended in its entirety to read as follows:

Time of Completion. The Contractor shall begin the scope of work specified in Exhibit A attached to this Amendment within ten (10) calendar days of the OWNER's issuance of an Order to Proceed and shall complete such work within one hundred twenty (120) calendar days after commencement.

3. Section 3 of the Agreement is amended to add the following language:

"_. **CONTRACTOR's Responsibilities:** The CONTRACTOR shall certify by entering into this AGREEMENT that neither it or nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the state.

4. The final paragraph of Section 4 of the Agreement is revised to read as follows:

The OWNER shall be familiar with the scope of the work.

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

"_. **Agreed Payment to CONTRACTOR:** OWNER agrees to pay CONTRACTOR for the described work in Exhibit "A" the sum of Three Hundred Forty-Six Thousand Nine Hundred Seventy-Eight Dollars (\$346,978.00), and Nineteen Thousand Two Hundred Ninety-Six Dollars (\$19,296.00) for the additional cost of prevailing wage from the remaining Phase 1 scope of work to be completed, and Ninety-Six Thousand Four Hundred Eighty Dollars (\$96,480.00) for 90% progress payment and 10% retention payment for Phase 1 scope of work that was never paid For a total sum not to exceed Four Hundred Sixty-Two Thousand Seven Hundred Fifty-Four Dollars (\$462,754.00).

OWNER's project construction is funded by U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds from the City of Turlock. Payments under Sections 6 and 7 to CONTRACTOR are subject to the internal processing time of the City of Turlock and the OWNER. OWNER will use due diligence to process invoices in a timely manner to complete its review of the construction progress and invoice sign-off consistent with the schedule specified in Sections 6 and 7. Any payment issues that are beyond the control of the OWNER will be communicated to the Contractor at the earliest possible time.

6. Section 6 of the Agreement is amended in its entirety to read as follows:

"_. **Progress Payments:** ...Payment for the work performed shall be paid to the CONTRACTOR within twenty (20) days after the work has been approved as satisfactorily completed, and after the Owner receives the CONTRACTOR's detailed, itemized invoice. The CONTRACTOR shall submit detailed, itemized invoices as work is completed as per Scopes of Work attached as Exhibit "A" and completed as per approved plans.

For the purposes of this Agreement, "Approved as satisfactorily completed work" shall mean that the work described in Section 1, herein above, has been performed in strict accordance with and to the exact standards established by Exhibits A, which has been incorporated herein and has been made a part hereof as though set forth in full per Section 1, herein above, as well as any and all properly executed Change Orders

made in conformance with Section 12, herein below, and any and all other legal requirements in the reasonable judgment of the OWNER.

If the performed work is not approved as satisfactorily completed work due to its failure to meet the standards established by Exhibit A referenced in Section 1 of this AGREEMENT, then such work shall be considered substandard and incomplete and no progress payment pursuant to the progress payment schedule established herein below shall be due.

7. Section 7 of the agreement is amended in its entirety to read as follows:

"_ . Final Payments...

When the work is completed, in accordance with this agreement, and has passed inspection as evidenced by final sign off on the building permit by the City Building Official, and the CONTRACTOR has provided to the OWNER recorded Unconditional Lien Releases from all subcontractors, and CONTRACTOR has provided to the OWNER copies of all complete installation, operation and maintenance manuals for all equipment or materials used in the work and has assigned all warranties to the OWNER, the OWNER shall make final 10% payment in the amount of Thirty-Four Thousand Six Hundred Ninety-Eight Dollars and Seventy-One Cents (\$34,698.71) to CONTRACTOR no less than thirty (30) days, nor more than forty (40) days after recording of the Notice of Completion.

8. Section 8 of the agreement is amended in its entirety to read as follows:

"_ . Delays and Extensions of Time: ... If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the OWNER, or by any separate contractor employed by the OWNER, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation or due to unavoidable casualties or any causes beyond the CONTRACTOR's control and such delay is found by OWNER to be justified, the time of completion of the Work shall be extended for such reasonable time as determined by OWNER to be required. A request for a time extension for any reasons set forth above must be made in writing and submitted to OWNER no later than ten (10) days after the occurrence or claimed occurrence of unavoidable delay.

9. Section 14 of the agreement is amended to add subsection (g) as follows

"_ .General Provisions: g. OWNER and CONTRACTOR acknowledge that the recording of false, fictitious or fraudulent statements or entries on any document provided to the CITY may be punishable as a felony under federal status, including 18 U.S.C Chapter 47. The parties to this AGREEMENT further acknowledge that the Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this contract.

10. Section 15 of the agreement is added to read as follows:

"_ .Liquidated Damages from CONTRACTOR: Should the CONTRACTOR fail to complete the work called for in the AGREEMENT within the time fixed in the AGREEMENT for such completion, due allowance being made for the contingencies provided for in Section 8, the CONTRACTOR shall become liable to

the OWNER for all loss and damages which the OWNER may suffer on account thereof as a result of having gone beyond the time fixed by the AGREEMENT. Specifically, the amount shall be Two Hundred Dollars & .00/100 (\$200.00) per day for each day the work remains uncompleted beyond the time for completion. CONTRACTOR expressly allows OWNER to deduct such amounts from the amount owed to the CONTRACTOR under this AGREEMENT.

11. Section 16 of the agreement is added to read as follows:

" .Resolution of Disputes:

- a. If any dispute arises relating to the quality or quantity of materials or workmanship or anything pertaining to the work, the OWNER and CONTRACTOR shall attempt to settle the dispute between themselves without litigation by following the below process:
 1. OWNER and CONTRACTOR shall first discuss said dispute with the City of Turlock Housing Program Services Division Manager within five (5) business days of the dispute.
 2. In the event that the dispute remains unresolved, then the OWNER and CONTRACTOR shall appeal such dispute to the City of Turlock Development Services Department Director within five (5) business days of the above-referenced discussion with the Housing Program Services Division Manager.
 3. If the dispute is not resolved at this level, the parties may appeal such to the Turlock City Manager within five (5) business days of the above-referenced discussion with the Development Services Department Director
- b. If the parties are unable to reach settlement through their appeal to the City Manager, then they are free to pursue all of their legal remedies as provided by California law.

12. Section 17 of the agreement is added to read as follows:

" .Indemnification: CONTRACTOR shall defend indemnify and save harmless OWNER, the City of Turlock including the City of Turlock Housing Program Services Division and their officers, elected officials, employees, contractors, agents and servants, and each of them of and from:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, arising out of or in any manner directly or indirectly connected with the work to be performed under this AGREEMENT, however caused, regardless of any negligence of OWNER, City or their dependents, agents, or servants, be it active or passive, except for the sole negligence or willful misconduct of OWNER, or its dependents, agents, or servants; and,
- b. Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this AGREEMENT to CONTRACTOR. CONTRACTOR shall jointly and severally exonerate, indemnify, pay and protect, defend (with attorneys approved by City of Turlock) and save City of Turlock, and

the officers, employees and agents of City of Turlock, harmless from and against any claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities (including sums paid in settlements of claims), interest or losses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise directly or indirectly in connection with the presence, suspected presence, release or suspected release of any hazardous materials or substances in or into the air, soil, groundwater, surface water or improvements at, on, about, under or within the PROJECT property, or any portion thereof, or elsewhere in connection with the transportation of hazardous materials or substances to or from the property. Without limiting the generality of the foregoing, the indemnification provided by this Section 17 shall specifically cover costs, including capital, operating and maintenance costs, incurred in connection with any investigation, or monitoring of site conditions, any clean-up, containment, remedial, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any nongovernmental entity or person because of the presence, suspected presence, release or suspected release of any hazardous materials or substances in or into the air, soil, groundwater, surface water, or improvements at, on, about, under, or within the PROJECT property, or any portion thereof, or elsewhere in connection with the transportation of hazardous materials or substances to or from the PROJECT property and any claims of third parties for loss or damage due to such hazardous materials or substances.

- c. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), CONTRACTOR shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless OWNER, City and their officers, elected officials, employees, subcontractors and agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of CONTRACTOR, or any direct or indirect subcontractor, employee, contractor, representative or agent of CONTRACTOR, or anyone that CONTRACTOR controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and OWNER and each of their officers, elected officials, employees, subcontractors and agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of Owner or the City, but shall apply to all other Liabilities. With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights of any type of express or implied indemnity against City and City's Agents
- d. The above provisions shall in no event be construed to require indemnification by CONTRACTOR or OWNER in excess of that permitted under the public policy of the State of California.

13. Section 18 of the agreement is added to read as follows

”_Insurance Policy: During the Term, the CONTRACTOR 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 OWNER with written proof of said insurance. CONTRACTOR shall maintain coverage as follows:

- a. **General Liability.** CONTRACTOR shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).
- b. **Workers’ Compensation Insurance and Employer’s Liability.** CONTRACTOR shall carry workers’ compensation insurance as required by the State of California under the Labor Code. CONTRACTOR shall also carry employer’s liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee’s bodily injury by disease.
- c. **Errors and Omissions Liability.** CONTRACTOR shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the CONTRACTOR’s profession. Any deductibles or self-insured retentions must be declared to and approved by OWNER. At the option of OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to OWNER; or the CONTRACTOR shall provide a financial guarantee satisfactory to OWNER guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- d. **Commercial Automobile Liability.** CONTRACTOR shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.
- e. **Umbrella or Excess Policy.** CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional’s primary and excess liability policies are exhausted.
- f. **Waiver of Subrogation.** With the exception of errors and omissions liability insurance, CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers’ compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work

performed by CONTRACTOR, its agents, employees, independent contractors, and subcontractors. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Additional Insurance Requirements. Within five (5) days of the Effective Date, CONTRACTOR shall provide OWNER 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 CONTRACTOR shall be responsible for providing updated copies and notifying OWNER if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to OWNER of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name the Owner and the City and its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents") as additional insureds with respect to liability arising out of Work, work or operations performed by or on behalf of CONTRACTOR; (c) cover products and completed operations of CONTRACTOR, premises owned, occupied, or used by the CONTRACTOR, or automobiles owned, leased, or hired or borrowed by the CONTRACTOR; contain no special limitations on the scope of protection afforded to OWNER or City; (d) be primary with respect to any insurance or self-insurance programs covering OWNER, City or City's Agents and any insurance or self-insurance maintained by OWNER, City or City's Agents shall be in excess of CONTRACTOR'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 OWNER or City.

14. Section 20 of the agreement is added to read as follows:

"_Liquidated Damages from Contractor: Should the CONTRACTOR fail to complete the work called for in the Agreement within the time fixed in the Agreement for such completion, due allowance being made for the contingencies provided for in Section 8, the CONTRACTOR shall become liable to the City for all loss and damages which the OWNER may suffer on account thereof as a result of having gone beyond the time fixed by the Agreement. Specifically, the amount shall be Five Hundred Dollars (\$500.00) per day for each day the work remains uncompleted beyond the time for completion. CONTRACTOR expressly allows OWNER to deduct such amounts from the amount owed to the CONTRACTOR under this Agreement.

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

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

CONTRACTOR- ANV Contractors, Inc.
Nicolas Vargas

OWNER- Turlock Gospel Mission

Date

Date

By: ANV Contractors, Inc.
1230 N. Quinley Avenue
Atwater, CA 95305

By: Authorized Representative of
Turlock Gospel Mission
437 S Broadway,
Turlock, CA 95380

Sams# QDJ2MN2BHTA1
License # 831891

TGM Scope of Work

Phase 2

Fire Suppression System	\$	75,403.88
Electrical	\$	32,261.45
Windows	\$	3,875.22
Mop Sink	\$	9,478.89
High/Low Water Fountain	\$	11,942.92
Front Entry Concrete Ramp	\$	17,508.49
Exterior Doors	\$	25,625.71
Interior Doors	\$	27,644.38
Fill Intake Area with Concrete	\$	4,981.23
Interior Finish Coat of Stucco	\$	12,791.84
3/4" Water Line for Exterior Spicket	\$	3,880.19
Exterior Paint	\$	19,702.56
Interior Paint	\$	13,591.62
Drywall	\$	21,625.20
Tape/Texture	\$	19,244.10
Water and Backflow	\$	12,436.79
HVAC Rigid Ductwork	\$	34,982.58
Total Cost	\$	346,977.05
Total Cost Rounded	\$	346,978.00

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	Fire Suppression System	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#131	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Supply and install all necessary materials and equipment for fire alarm. Fire alarm installed to code per City of Turlock approved drawings. (BP#21-1220)	\$23,629.68
2	Supply and install all necessary materials and equipment for fire sprinklers. Fire sprinklers installed to code per City of Turlock approved drawings. (BP#21-1220)	\$19,112.50
3	Trench and excavate. Supply and install all necessary materials and equipment for rough/underground water main for fire sprinklers. 65' of 3" from city connection to riser at rear of building. All underground installed to code per City of Turlock approved drawings. (BP#21-1220) -Price includes Backflow -Includes prevailing wages	\$32,661.70
4		
5		
TOTAL BALANCE DUE >>>>>>		\$75,403.88

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	ELECTRICAL	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#132	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Supply and install all necessary materials and equipment for Electrical Electrical installed to code per City of Turlock approved drawings. (BP#21-1220) -Total cost for electrical not to exceed price listed.	\$32,261.45
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>>	\$32,261.45

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	WINDOWS	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#133	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Demo and dispose of existing windows. Install new vinyl dual pane low e windows at cinderblock exterior walls.(BP#21-1220) -Total cost not to exceed price listed. Price for three windows -Prevailing wages included.	\$3,875.22
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>>		\$3,875.22

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	MOP SINK	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#134	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Supply and install Cast Iron Mop sink and all necessary rough plumbing. Model#Z5850 Mop Sink installed to code per City of Turlock approved drawings. (BP#21-1220) -Total cost for Mop Sink not to exceed price listed. -Prevailing wages included	\$9,478.89
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>>		\$9,478.89

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	HIGH/LOW WATER FOUNTAIN	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#135	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Supply and install ADA High/Low water fountain. Model#EZSTL8LC Water Fountain installed to code per City of Turlock approved drawings. (BP#21-1220) -Price to include ADA required handrails. -Total cost for water fountain not to exceed price listed. -Prevailing wages included	\$11,942.92
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>	\$11,942.92

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	Front Entry Concrete Ramp	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#137	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Demo existing concrete ramp at front of building. Form and pour concrete to match new elevation of front/right side exterior doors. Approx. 333 sq. ft. (4"to10" deep) Back fill and compact area to the left of the ramp. Must raise to same elevation of concrete ramp. Approx. 540 sq. ft. (4"to 10" deep) Ramp installed to code per City of Turlock approved drawings and building inspectors recommendations. (BP#21-1220) -No handrail needed (meets slope requirements) -Total cost for Ramp not to exceed price listed. -Prevailing wages included.	\$17,508.49
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>>	\$17,508.49

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	EXTERIOR DOORS	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#138	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Demo and dispose of existing doors. Provide and install new Commercial metal exterior doors, frames, and hardware. Four doors to be 36"x80" Doors installed to code per City of Turlock approved drawings. (BP#21-1220) -All exterior doors to be keyed the same. -Total cost not to exceed price listed. -Prevailing wages included.	\$25,625.71
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>>	\$25,625.71

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	INTERIOR DOORS	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#139	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Provide and install new Commercial paint grade interior doors, metal frames, and hardware. Five interior doors to be 36"x80". (Two metal/three wood) Doors installed to code per City of Turlock approved drawings. (BP#21-1220) -All interior doors to be keyed different. -Total cost not to exceed price listed. -Prevailing wages included.	\$27,644.38
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>>	\$27,644.38

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	Fill Intake Area with Concrete	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#140	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Saw cut and demo concrete at interior door way from intake to the main room. Pour concrete and finish in order to create a level surface and transition through intake area. (230 sq ft) 3”to 4” thick (BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$4,981.23
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>		\$4,981.23

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	INTERIOR FINISH COAT OF STUCCO	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#141	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Install interior finish coat of stucco to all cinderblock walls. Stucco to cover new exposed electrical conduit. Electrical boxes to be exposed. Approx.1994 sq. ft. (BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$12,791.84
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>		\$12,791.84

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	3/4" WATER LINE FOR EXTERIOR SPICKET	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#142	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Install 3/4" water lines to support exterior water spicket Approx. 97 LF. (BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$3,880.19
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>>		\$3,880.19

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	EXTERIOR PAINT	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/29/2024	#143	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Exterior paint. -Power wash and prepare exterior for primer. -Paint exterior. Approx. 2904 sq. ft. -Owner to choose color 2 colors. One for walls one for trim(BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$19,702.56
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>>		\$19,702.56

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	INTERIOR PAINT	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/29/2024	#144	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Interior paint. -Primer and Paint Interior. Approx. 3976 sq. ft. -Owner to choose color 2 colors. One for walls one for trim/doors (BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$13,591.62
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>	\$13,591.62

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	DRYWALL	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/29/2024	#145	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Install 5/8" sheet rock for all ceiling, hard lid recessed ceiling, and soffit to code. (BP#21-1220) Approx. 1976 sq. ft. -Total cost not to exceed price listed. -Prevailing wages included.	\$21,625.20
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>>		\$21,625.20

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	TAPE/TEXTURE	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/29/2024	#146	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Tape and texture all ceiling, recessed ceiling, and soffit. (BP#21-1220) Approx. 1976 sq. ft. -Total cost not to exceed price listed. -Prevailing wages included.	\$19,244.10
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>>		\$19,244.10

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	WATER AND BACKFLOW	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/29/2024	#147	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Excavate and trench 36"-48". Install new one inch PVC water main line and tracer wire. Install new backflow device to code before city connection (BP#21-1220) Approx. 60 lf -Total cost not to exceed price listed. -Prevailing wages included.	\$12,436.79
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>	\$12,436.79

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	HVAC RIGID DUCTWORK	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/30/2024	#148	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Fabricate and Install commercial rigid ductwork. Duct work to be fabricated and installed through newly installed roof trusses. Duct work to be damper controlled and insulated to code. Approx. 180 LF of rigid duct. (BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$34,982.58
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>>	\$34,982.58

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

TGM Scope of Work

Phase 2

Fire Suppression System	\$	75,403.88
Electrical	\$	32,261.45
Windows	\$	3,875.22
Mop Sink	\$	9,478.89
High/Low Water Fountain	\$	11,942.92
Front Entry Concrete Ramp	\$	17,508.49
Exterior Doors	\$	25,625.71
Interior Doors	\$	27,644.38
Fill Intake Area with Concrete	\$	4,981.23
Interior Finish Coat of Stucco	\$	12,791.84
3/4" Water Line for Exterior Spicket	\$	3,880.19
Exterior Paint	\$	19,702.56
Interior Paint	\$	13,591.62
Drywall	\$	21,625.20
Tape/Texture	\$	19,244.10
Water and Backflow	\$	12,436.79
HVAC Rigid Ductwork	\$	34,982.58
Total Cost	\$	346,977.05
Total Cost Rounded	\$	346,978.00

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	Fire Suppression System	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#131	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Supply and install all necessary materials and equipment for fire alarm. Fire alarm installed to code per City of Turlock approved drawings. (BP#21-1220)	\$23,629.68
2	Supply and install all necessary materials and equipment for fire sprinklers. Fire sprinklers installed to code per City of Turlock approved drawings. (BP#21-1220)	\$19,112.50
3	Trench and excavate. Supply and install all necessary materials and equipment for rough/underground water main for fire sprinklers. 65' of 3" from city connection to riser at rear of building. All underground installed to code per City of Turlock approved drawings. (BP#21-1220) -Price includes Backflow -Includes prevailing wages	\$32,661.70
4		
5		
TOTAL BALANCE DUE >>>>>>		\$75,403.88

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	ELECTRICAL	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#132	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Supply and install all necessary materials and equipment for Electrical Electrical installed to code per City of Turlock approved drawings. (BP#21-1220) -Total cost for electrical not to exceed price listed.	\$32,261.45
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>>	\$32,261.45

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	WINDOWS	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#133	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Demo and dispose of existing windows. Install new vinyl dual pane low e windows at cinderblock exterior walls.(BP#21-1220) -Total cost not to exceed price listed. Price for three windows -Prevailing wages included.	\$3,875.22
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>>		\$3,875.22

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	MOP SINK	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#134	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Supply and install Cast Iron Mop sink and all necessary rough plumbing. Model#Z5850 Mop Sink installed to code per City of Turlock approved drawings. (BP#21-1220) -Total cost for Mop Sink not to exceed price listed. -Prevailing wages included	\$9,478.89
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>>	\$9,478.89

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	HIGH/LOW WATER FOUNTAIN	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#135	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Supply and install ADA High/Low water fountain. Model#EZSTL8LC Water Fountain installed to code per City of Turlock approved drawings. (BP#21-1220) -Price to include ADA required handrails. -Total cost for water fountain not to exceed price listed. -Prevailing wages included	\$11,942.92
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>	\$11,942.92

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	Front Entry Concrete Ramp	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#137	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Demo existing concrete ramp at front of building. Form and pour concrete to match new elevation of front/right side exterior doors. Approx. 333 sq. ft. (4"to10" deep) Back fill and compact area to the left of the ramp. Must raise to same elevation of concrete ramp. Approx. 540 sq. ft. (4"to 10" deep) Ramp installed to code per City of Turlock approved drawings and building inspectors recommendations. (BP#21-1220) -No handrail needed (meets slope requirements) -Total cost for Ramp not to exceed price listed. -Prevailing wages included.	\$17,508.49
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>>	\$17,508.49

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	EXTERIOR DOORS	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#138	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Demo and dispose of existing doors. Provide and install new Commercial metal exterior doors, frames, and hardware. Four doors to be 36"x80" Doors installed to code per City of Turlock approved drawings. (BP#21-1220) -All exterior doors to be keyed the same. -Total cost not to exceed price listed. -Prevailing wages included.	\$25,625.71
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>>	\$25,625.71

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	INTERIOR DOORS	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#139	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Provide and install new Commercial paint grade interior doors, metal frames, and hardware. Five interior doors to be 36"x80". (Two metal/three wood) Doors installed to code per City of Turlock approved drawings. (BP#21-1220) -All interior doors to be keyed different. -Total cost not to exceed price listed. -Prevailing wages included.	\$27,644.38
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>	\$27,644.38

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	Fill Intake Area with Concrete	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#140	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Saw cut and demo concrete at interior door way from intake to the main room. Pour concrete and finish in order to create a level surface and transition through intake area. (230 sq ft) 3”to 4” thick (BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$4,981.23
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>		\$4,981.23

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	INTERIOR FINISH COAT OF STUCCO	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#141	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Install interior finish coat of stucco to all cinderblock walls. Stucco to cover new exposed electrical conduit. Electrical boxes to be exposed. Approx.1994 sq. ft. (BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$12,791.84
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>		\$12,791.84

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	3/4" WATER LINE FOR EXTERIOR SPICKET	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/26/2024	#142	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Install 3/4" water lines to support exterior water spicket Approx. 97 LF. (BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$3,880.19
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>>		\$3,880.19

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	EXTERIOR PAINT	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/29/2024	#143	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Exterior paint. -Power wash and prepare exterior for primer. -Paint exterior. Approx. 2904 sq. ft. -Owner to choose color 2 colors. One for walls one for trim(BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$19,702.56
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>>		\$19,702.56

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	INTERIOR PAINT	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/29/2024	#144	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Interior paint. -Primer and Paint Interior. Approx. 3976 sq. ft. -Owner to choose color 2 colors. One for walls one for trim/doors (BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$13,591.62
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>	\$13,591.62

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	DRYWALL	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/29/2024	#145	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Install 5/8" sheet rock for all ceiling, hard lid recessed ceiling, and soffit to code. (BP#21-1220) Approx. 1976 sq. ft. -Total cost not to exceed price listed. -Prevailing wages included.	\$21,625.20
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>>		\$21,625.20

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	TAPE/TEXTURE	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/29/2024	#146	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Tape and texture all ceiling, recessed ceiling, and soffit. (BP#21-1220) Approx. 1976 sq. ft. -Total cost not to exceed price listed. -Prevailing wages included.	\$19,244.10
2		
3		
4		
5		
TOTAL BALANCE DUE >>>>>>		\$19,244.10

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	WATER AND BACKFLOW	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/29/2024	#147	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Excavate and trench 36"-48". Install new one inch PVC water main line and tracer wire. Install new backflow device to code before city connection (BP#21-1220) Approx. 60 lf -Total cost not to exceed price listed. -Prevailing wages included.	\$12,436.79
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>	\$12,436.79

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!

SCOPE OF WORK

ANV Contractors Inc. 1230 Quinley Ave. Atwater, CA 95301 Phone: (209)564-1037			
	HVAC RIGID DUCTWORK	BILL TO	Turlock Gospel Mission 432 S Broadway Turlock Ca 95380

ORDER DATE	ORDER NUMBER	JOB
4/30/2024	#148	TURLOCK GOSPEL MISSION 432 S BROADWAY TURLOCK CA 95380

ITEM #	DESCRIPTION	PRICE
1	Fabricate and Install commercial rigid ductwork. Duct work to be fabricated and installed through newly installed roof trusses. Duct work to be damper controlled and insulated to code. Approx. 180 LF of rigid duct. (BP#21-1220) -Total cost not to exceed price listed. -Prevailing wages included.	\$34,982.58
2		
3		
4		
5		
	TOTAL BALANCE DUE >>>>>>	\$34,982.58

MAKE CHECKS PAYABLE TO: ANV CONTRACTORS, INC.

Please contact Nick or Edgar at (209) 631-0710 with any questions or comments.

Thank you for your business!



Day Center/Emergency Shelter
Operating Manual
DRAFT

Turlock Gospel Mission
Day Center/Emergency Shelter Operations Manual

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Turlock Gospel Mission

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1.1. Standards of Care for Day Center/Emergency Shelter Operation

The Turlock Gospel Mission (TGM) has adopted the following Standards of Care for Day Center and Emergency Shelter for Homeless Services.

The Standards of Care establish minimum standard requirements designed to promote an environment that is conducive under the following governing principles:

- Shelter Providers are trained, competent and equipped to support the complex needs presented by those experiencing homelessness within Stanislaus County.
- Participants are empowered to freely enter into a voluntary service partnership whereby their right to be treated with dignity and respect is mutually agreed upon.
- Facilities are maintained as accessible, clean, safe, secure and vector-free for the Occupancy Permitted number of people.
- Turlock Gospel Mission will actively work to engage participants in a person-centered approach and support.
- Support services include referral and linkage to community resources, health navigation, health navigation, housing navigation, meals/nutrition, hygiene resources, laundry, pet services, and personal storage.

TGM will review and incorporate all applicable state and federal guidelines including Housing and Urban Development (HUD) and the Centers for Disease Control and Prevention (CDC).

1.2. Day Center/Emergency Shelter Operations

1.2.1. Admissions and Eligibility

Turlock Gospel Mission admission policies and procedures for participant referral and admission. Admission policies and procedures are written and verbally explained to participants and referring entities at time of referral to ensure appropriate linkage prior to arrival at shelter.

TGM will ensure information is given to participants both verbally and in writing and in a manner which is preferred by participant, considering disability and limited English proficiency. For individuals with communication disabilities, including people who are deaf and/or blind and people who have speech disabilities,

TGM will provide auxiliary aids and services (such as sign language interpreters when available, information in braille or large print, video relay communications) when needed to communicate effectively with people who have communication disabilities.

For participants with limited English proficiency, TGM will provide interpretation services when available. Interpretation may be provided by a family or friend if chosen by the participant.

TGM at admission will assess, with input from the participant, the appropriateness of the shelter environment for referred participants to ensure that basic individualized needs of the participant can be met by the facility, shelter staff and programming. TGM will, at admission, assess, with

Turlock Gospel Mission

Day Center/Emergency Shelter Operations Manual

input from the participant, for diversion and prevention opportunities by evaluating participant's strengths and social support networks such as temporary and/or permanent housing options with family and friends. If it is determined that an individual may qualify for a medical or mental health placement with a higher level of care, TGM will request that evaluation from Stanislaus County Health Care Agency (HCA) within 2 business days of the determination.

Turlock Gospel Mission will document within Homeless Management Information System (HMIS) any new bed placements or exits within 48 hours.

Denial of Admission

Denial of admission to the shelter is at the discretion of TGM, however, any denial must clearly explain to participant and referring entity denial of admission to the shelter.

Reasons for denial may include any of the following:

- Referred participant does not meet basic admission eligibility criteria – status related to homelessness, domestic violence, veteran, etc. Shelters that have designated beds based on funding sources may have additional eligibility criteria.

1.2.2. Intake and Orientation

Intake process entails the gathering of guest data, including identifying data for the purpose of client identification, HMIS data tracking and the Mission's internal "Resident Tracker" software client base management.

The HMIS and the Mission's internal software provide for the tracking of "unique" individuals, and the specific services provided to them.

Turlock Gospel Mission, during intake, will provide newly admitted participants with information both verbally and in writing, detailing participant guidelines, facility information and referrals for shelter and other resources linkage.

TGM will also assess, with participant, for any reasonable accommodations needed during the intake process.

Intakes are designed and conducted with a trauma informed service philosophy.

1.2.3. Participant's Rights and Responsibilities

Participant's rights and responsibilities must be provided to participants upon intake and orientation evidenced by participant's signature of acknowledgement or document of participant's refusal or inability to sign. Participant's rights and responsibilities must also be posted in common areas of the shelter.

Participant's rights include:

- Participants have the right to be treated with dignity and respect;
- Participants have the right to be treated with cultural responsiveness;

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Day Center/Emergency Shelter Operations Manual

- Participants have the right to self-determination in identifying and setting goals;
- Participants should be clearly informed, in understandable language, about the purpose of the services being delivered, including participants who are not literate and/or who have limited English proficiency;
- Participants have a right to reasonable accommodation and modifications based on a disability or limited English proficiency;
- Services should be provided to participants only in the context of a professional relationship based on valid, informed consent;
- Participants have the right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure, unless disclosure is required by law; and

Participant's responsibilities will include:

- Participants are expected to support an environment that promotes safety, toward staff and other participants;
- Participants are expected to follow participant guidelines reviewed at intake.
- Participants must follow verbal instruction given by staff to maintain safety, security for effective service delivery.
- Participants are expected to participate and be active in their care, to the degree possible, in developing and achieving mutually agreed upon service plan goals;
- Participants must provide, to the extent possible, accurate information needed by professional staff providing services to ensure thorough assessment, service planning, appropriate linkages and referrals; and

1.2.4. Non-Discrimination

Turlock Gospel Mission has a non-discrimination policy in compliance with federal and state laws. Turlock Gospel Mission's programs and services do not discriminate based on the grounds of race, creed, color, sex, gender, gender identity, gender expression, sexual orientation, religion, ancestry, age, disability (including physical and mental disabilities), medical condition, genetic information, marital status, familial status, political affiliation, national origin, source of income, citizenship, primary language, immigration status, arbitrary characteristics as protected by the Unruh Civil Rights Act, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes.

1.2.5. Reasonable Accommodations

Turlock Gospel Mission has policies and procedures on reasonable accommodations, including reasonable modifications to premises, in compliance with federal and state law.

TGM will make reasonable accommodations and modifications in their programs, facilities, activities and services when necessary, to ensure equal access to participants with disabilities, unless a fundamental alteration in the nature of their program, activities or services would result from the accommodation.

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Day Center/Emergency Shelter Operations Manual

Turlock Gospel Mission will track all reasonable accommodations requests and outcomes including the reasons for approval or denial.

Turlock Gospel Mission will have public postings of their shelter's reasonable accommodation and modification policy. The postings must include contact information including the contact information for the TGM's Americans with Disabilities Act (ADA) Coordinator.

TGM's staff will receive and attend an annual training covering general accessibility to ensure requirements under federal and state law (including but not limited to: the ADA Title II and Title III, Section 504, FHA, FEHA, Gov. Code Section 11135, Unruh Act, and California Disabled Persons Act) are addressed. Turlock Gospel Mission will provide an annual training for staff relating to programmatic and facility based compliance with federal and state law requirements.

1.2.6. Service Animals and Support Animals

Turlock Gospel Mission has policies and procedures regarding access for participants with service animals and support animals, as well as pets. TGM will admit participants and his/her/their service animal or support animal regardless of what documentation is present at the time of admission. Service Animals do not need to have any certification or documentation. TGM will provide reasonable support to participant in acquiring any registration, licensing and vaccinations as needed.

1.2.7. Communication Accessibility

Turlock Gospel Mission will provide access to the U.S. Postal Service (outgoing only), electronic mail, (send and receive) and cell phone charging as needed.

Language Accessibility: Turlock Gospel Mission will ensure that participants with limited English proficiency can receive services in their desired language.

TGM will provide training for all shelter staff on how to support limited English proficiency services.

Disability Communication Accessibility: Shelter Providers must have a Disability Communication Access Plan for participants with disabilities including people who are deaf and/or blind and people who have speech disabilities, to ensure access and effective communication when needed, by providing auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) or other accommodations. TGM will provide training for all shelter staff on how to support and access various interpretation services, as well as auxiliary aids and services.

Information on language access will be provided to participants at intake and provide information on the following:

- The contact information for the Shelter ADA Coordinator.
- Requesting a reasonable accommodation based on disability.

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1.2.8. Participant Feedback

Turlock Gospel Mission will accept participant feedback through a process that provides for ongoing opportunities for participants to voice opinions and provide feedback confidentially to the person in charge of the shelter operations.

1.2.9. Incident Reporting

Turlock Gospel Mission will develop policies and procedures for the tracking and reporting of incidents involving:

- Abuse, suspected abuse, and reportable abuse including Adult Protective Services or Child Protective Services;
- Acts of violence or sexual misconduct;
- Death of participant and/or shelter staff;
- Emergency situations that prompt evacuation; and
- Substantial damage to the facility, or the discovery of hazardous material on shelter's premises.

Turlock Gospel Mission will report incidents as necessary to Turlock Police Department within 24 hours of the incident occurring. The notification to the Police Department should occur even if there is partial information at the required time of submission.

1.2.10. Program Exits

Turlock Gospel Mission will provide the policy for program exits upon intake evidenced by a participant's signature of acknowledgement, or documentation of participant's refusal or inability to sign. Regarding participant guideline violations must include a warnings and staff/participant problem solving methods prior to instituting shelter exits.

Immediate Participant exits may include the following reasons,

- Violence or the threat of violence.
- Brandishing of weapons
- Use or display of drugs, alcohol or drug paraphernalia on property.
- Physical fighting/assault/battery.
- Theft from other participants or the Mission validated by shelter staff

Turlock Gospel Mission will provide the reasons for a participant exit in writing provided upon request within 24 hours.

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1.2.11. Hours of Operation

Hours of operation are established by many factors such as neighborhood impact, staffing and demand for services.

Turlock Gospel Mission's normal hours of operation are:

Day Center - Monday through Friday - :8:00 AM to 5:00 PM

Emergency Shelter – Daily 4:00 PM to 8:00 AM

1.2.12. Food Services

Turlock Gospel Mission typically provides three meals per day to each program participant: and offers lunch and dinner meals to unsheltered clients.

Meal schedules will be updated and posted in common areas for participants' access.

1.2.13. Medication Storage

Turlock Gospel Mission does not store nor administer participant medication.

1.2.14. Storage and Personal Belongings

Turlock Gospel Mission offers personal property storage on a first come first served basis. Participants utilizing this service must agree to terms of service.

Storage access schedule is updated and posted for participants

1.2.15. Communicable Diseases

Turlock Gospel Mission will observe universal precautions regarding tuberculosis control, disease prevention, epidemic response, and biohazard practices, which are in compliance with Health Care Agency guidelines.

Turlock Gospel Mission will comply with universal precautions, proper sharps disposal, provide personal protective equipment (PPE) and provide training to staff.

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2.0 Supportive Services

2.1. Case Management Access

Turlock Gospel Mission provides participant-centered case management services to participants on site. Participation within case management is voluntary to program participants, however, all participants will be offered case management and will be engaged on an ongoing basis to encourage participation.

Turlock Gospel Mission case management services will be provided in surroundings that provide as much privacy and confidentiality as possible.

2.2. Assessments

As part of the Intake and ongoing evaluation, Turlock Gospel Mission will provide a standard assessment which includes an evaluation of the participant's service needs, including information about past and current service needs. Assessments provide an opportunity to identify any barriers or issues that may impact the participant's ability to successfully engage in services, including barriers arising from trauma and/or disabilities. Assessments also help to identify additional supports and resources that participants should be referred/aligned with. TGM will inform participants of the availability of additional clinical assessments/screenings.

2.3. Housing Plans

Turlock Gospel Mission will work with participants to create a housing plan within 30-days of admission to the shelter. Plans should focus on finding permanent housing for each participant and the staff and programs that will be supporting them in their goals. If a participant is unable or refuses to complete a housing plan, that will be documented. Housing plans identify the participant's needs, goals, actions to be taken, and progress towards goals.

The housing plan will be focused on working with participants to have a positive shelter stay that is as short as possible. The housing plan must be updated as the participant's needs and/or goals shift, and as progress is completed towards their goals.

2.4. Housing Focused Services

Turlock Gospel Mission will engage participants in a wide range of service needs, including, but not limited to: employment/benefits, health, substance use, mental health, legal issues and transportation. Program staff will regularly engage participants on how these various other service areas are in support of their overall housing goal and allow these providers to meet with participants on the Day Center or shelter site.

Turlock Gospel Mission

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2.5. Services, Referrals and Linkages

Turlock Gospel Mission will provide Case Management services will be available as needed for participants. Although services are voluntary within shelter programs, it is the responsibility of program staff to actively engage participants for case management services no less than once per month.

The purpose of the shelter system is to provide stable setting and supports that assist participants toward a permanent housing outcome. A participant's progress towards service/housing plan goals will be monitored and Turlock Gospel Mission staff will evaluate Participants individually based on a participant's unique circumstances.

If participants are not engaging in supportive services and are not able to express or demonstrate any progress towards service/housing goals, then TGM staff should engage with the participant in conversation around their needs and what changes could be reasonably made to assist the person with their needs. Engagement discussion should include all options that could benefit the participant including on-site services, alternative shelters or supportive services.

Turlock Gospel Mission will either provide the following services or have linkages to:

- Identification and vital document support
- Enrollment in to mainstream benefits (TANF, SSI/SSDI, health insurance, VA health care, etc.)
- Health services (physical health, mental health and substance use)
- Employment and vocational services
- Legal assistance

2.6. Transportation

Turlock Gospel Mission will make reasonable efforts to address transportation needs for participants. Transportation needs can be met through direct transport, public transportation fare or through supporting participants with learning how to use and access public transportation. Programs should be assisting participants who are eligible to access reduced public transportation fare.

3.0 Emergency Shelter Operation

3.1 Conditions for Emergency Operation

Turlock Gospel Mission's Day Center staff at 432 S. Broadway, upon notice of an Emergency as declared by the City of Turlock, will confer with the City to determine the requirements for assisting with the level of underserved people in the declared emergency. Need dependent services will include Night Shelter as well as the services commonly provided in the Mission's operation shelter at 437 S. Broadway. The Turlock Gospel Mission Day Center will also operate

Turlock Gospel Mission

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as a cold weather warming Center and as a hot weather cooling center during extreme weather conditions

4.0 Staff Training

Turlock Gospel Mission has a policy and procedure for on boarding new staff, including documentation of all trainings, and ensure regular updates to the annualized training completed by staff.

Turlock Gospel Mission staff must complete the following mandatory trainings regarding safety compliance and quality services provisions to best address the complex needs of the homeless populations served.

All shelter and/or specialized staff must receive the following training:

- A. Program Operational Standards
- B. Effective Communication
- C. Evidence-Based Practices
- D. Facility, Health and Safety Practices
- E. Anti-discrimination, Equity Practices
- F. ADA Compliance

Turlock Gospel Mission will ensure all new employees and/or specialized staff complete the following trainings:

- Mandated Child/Elder Abuse Reporting
- Privacy and Confidentiality
- Due Process/Grievance Process
- ADA Compliance/Reasonable Accommodation
- Emergency Evacuation/Incident Management
- First Aid/Universal Precautions/CPR
- Domestic Violence & Safety Planning
- Cultural Humility
- Harassment
- Equal Access and Gender Identity
- Mental Health First Aid
- Trauma-Informed Care
- Harm Reduction
- Motivational Interviewing
- Problem Solving and Diversion Intervention
- Crisis Intervention and De-escalation Training

Certificates and other documentation that verify training attendance must be maintained for each employee and documented in the contracted agency files.

When requested, Turlock Gospel Mission will provide proof that appropriate staff have been trained in the legal requirements of being a mandated reporter, reporting any suspicion of abuse or neglect to relevant authorities as required by law.

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5.0 Administration

5.1. HMIS Participation and Documentation

Turlock Gospel Mission will actively document service instances within the HMIS and do so within accordance with the HMIS Policies and Procedures. Programs are required to document enrollments and exits in HMIS within a 24-hour period for the purpose of live bed management. TGM will maintain participant records that include documentation of all participant intake paperwork, assessments, housing plans, referrals, interventions, placements or follow-up activities.

5.2. Document Storage and Retention

Files containing participant information shall be stored in a locked and safe location that maintains participant confidentiality. Only authorized personnel can access the location where files are being kept.

Turlock Gospel Mission has procedures that detail how release of information requests is processed for participant information. It will retain Participant information for 5 years after which time the information will be destroyed.

5.3. Program Monitoring

Turlock Gospel Mission will meet the reporting needs as required by HUD as a recipient of CDBG funds.

The City of Turlock may request a quarterly review of Turlock Gospel Mission's operation. Such review may be requested on an advance 10 days written notice at a time convenient to both Turlock Gospel Mission and the City of Turlock. Any findings identified by the City of Turlock will be reported to Turlock Gospel Mission within 5 business days.

Turlock Gospel Mission will work with the City of Turlock to resolve the findings that require action.

Turlock Gospel Mission will provide, on a quarterly basis, to the City of Turlock's Housing Services Department a summary narrative showing how individuals have benefitted from the Services provided in Section 2. To the extent available, these narratives will provide a summary of the impact that Day Center Services have had on the lives of the guests and the community. Data and examples will be aggregated and Individual guest data will not be provided.

5.4. Program Revisions and Updates

Turlock Gospel Mission reserves the right to revise its Day Center/Emergency Shelter Operation Manual as needed to meet the needs of its program participants and other requirements. A copy of the revised manual will be provided to the City of Turlock.

City Council Staff Report

January 14, 2025



From: Adrienne Werner, Development Services Director
Prepared by: Adrienne Werner, Development Services Director
Agendized by: Reagan M. Wilson, City Manager

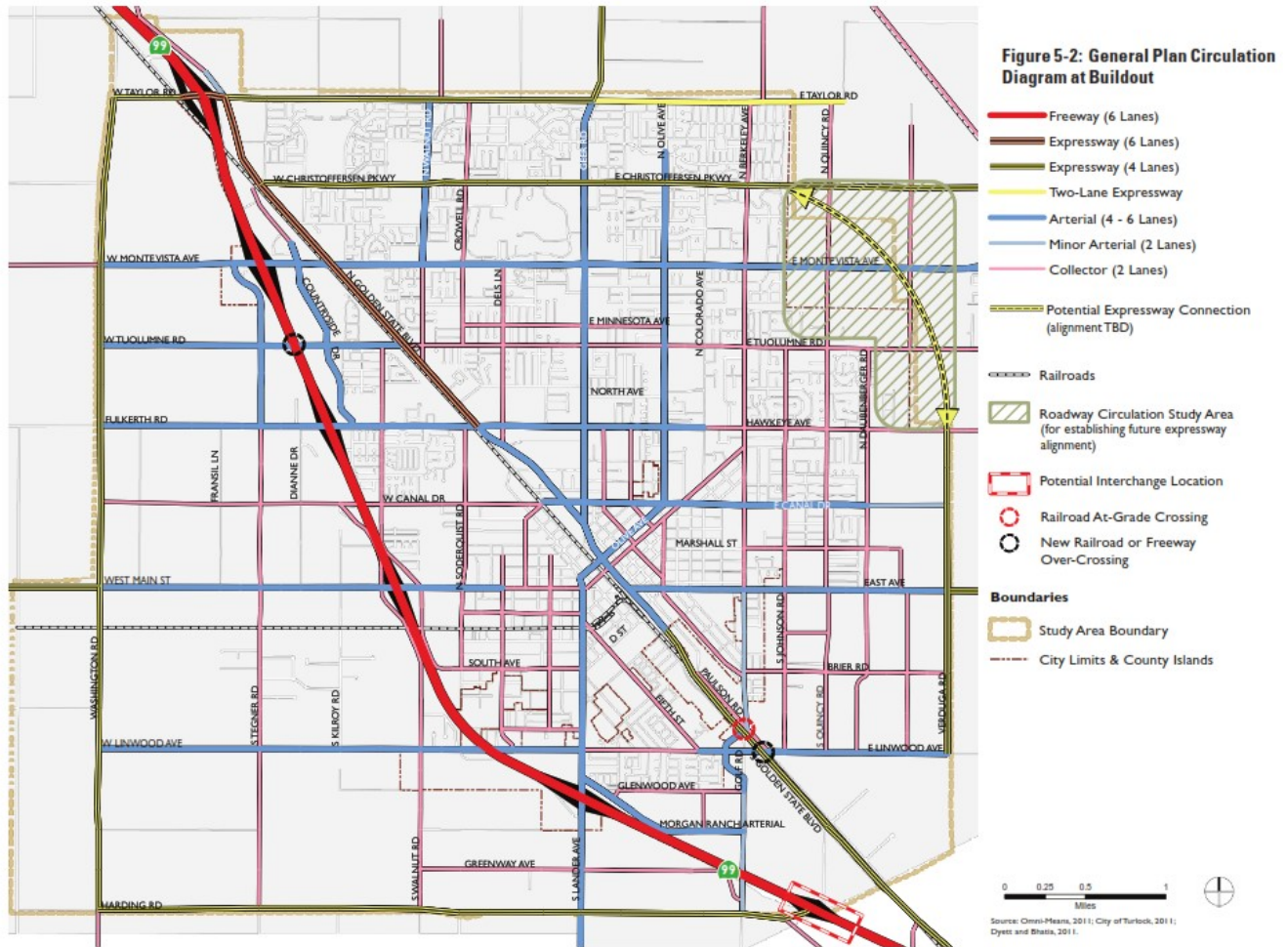
1. ACTION RECOMMENDED:

Ordinance: Adopting an Ordinance and approving a Development Agreement between the City of Turlock and Turlock Marketplace LLC, located at 1885 Countryside Drive, 2712 W. Tuolumne Road, and 2630 W. Tuolumne Road, Turlock, California, Stanislaus County Assessor's Parcel Numbers 088-016-001, 088-010-02, and 088-018-052.

2. DISCUSSION OF ISSUE:

The developer proposes to develop the properties at 1885 Countryside Drive, 2712 W. Tuolumne Road, and 2630 W. Tuolumne Road as a commercial shopping center with various commercial and retail uses. For the project's viability, the developer requires an access point from West Tuolumne Road, southward into the project, at the location indicated in Exhibit 1. This access point would allow right-in, right-out, and left-in movements into the shopping center.

The Turlock General Plan includes a future flyover over State Route 99, which would extend the existing segment of West Tuolumne Road west of the state route and connect to the existing western segment of West Tuolumne Road. The developer is concerned that the planned flyover could jeopardize the access point on West Tuolumne Road into the shopping center.



5-16 | TURLOCK GENERAL PLAN

The Development Agreement will guarantee that the Developer can maintain the access point from West Tuolumne Road in the proposed location and configuration.

At their December 5, 2024 meeting, by a vote of 5-0, with two Commissioners absent, the Planning Commission recommended the City Council adopt an Ordinance approving the Development Agreement. Negotiations on the Development Agreement continued between the Applicant and City staff after the Planning Commission meeting. Attached is a version of the agreement showing the revisions between the Planning Commission meeting and the City Council hearing.

3. BASIS OF RECOMMENDATION:

1. Development Agreements are legislative acts that may only be entered into if approved by the City Council. At the December 5, 2024 Planning Commission meeting, the Planning Commission voted 6-0 with one member absent, to

recommend the City Council approve the Development Agreement.

4. FISCAL IMPACT / BUDGET AMENDMENT:

All costs associated with processing the application for the Development Agreement have been paid for by the applicant. The adoption of the Ordinance and approval of the Development Agreement ensures future access from W. Tuolumne Road into the future commercial shopping center. Future costs to develop the commercial shopping center are the responsibility of the developer.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines.

8. ALTERNATIVES:

1. Council may decide not to adopt the proposed Ordinance and Development Agreement. However, this option is not recommended, as the development agreement guarantees future access from W. Tuolumne Road to the future commercial shopping center.

2. Council could choose to change or add to the terms in the Development Agreement.

9. ATTACHMENTS:

1. Ordinance
2. DA Compare Version PC draft v CC final Turlock Marketplace
3. DA City - Turlock Marketplace with Exhibits FINAL

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TURLOCK AND TURLOCK MARKETPLACE LLC, RELATING TO A PROPOSED NEW SHOPPING CENTER LOCATED AT 1885 COUNTRYSIDE DRIVE, 2712 W. TUOLUMNE ROAD AND 2630 W. TUOLUMNE ROAD, TURLOCK, CALIFORNIA, STANISLAUS COUNTY ASSESSOR'S PARCEL NUMBERS 088-016-001, 088-010-024, AND 088-018-052	} } } } } } } } } } }	ORDINANCE NO. -CS
--	---	--------------------------

WHEREAS, on November 20, 2024 Turlock Marketplace LLC submitted an application proposing to enter into a Development Agreement with the City of Turlock to facilitate the development of a shopping center; and

WHEREAS, the Turlock General Plan identifies a future flyover (overpass) over State Route 99; which would extend the existing segment of West Tuolumne Road west of the state route and connect to the existing western segment of West Tuolumne Road; and

WHEREAS, the properties affected by this resolution are identified 1885 Countryside Drive, 2712 W. Tuolumne Road and 2630 W. Tuolumne Road, Stanislaus County APNs 088-016-001, 088-010-024, and 088-010-052; and

WHEREAS, the properties are located in the Northwest Triangle Specific Plan and are zoned Planned Development 166 (PD 166) and Community Commercial (CC), respectively, with an underlying General Plan Designation of Community Commercial (CC), which allows for the development of a commercial shopping center; and

WHEREAS, the developer is concerned that the planned flyover could jeopardize the access point on West Tuolumne Road into the future commercial shopping center; and

WHEREAS, the Development Agreement will guarantee that the Developer can maintain the access point from West Tuolumne Road in the proposed location and configuration; and

WHEREAS, on December 5, 2024, the City of Turlock Planning Commission ("Planning Commission") held a duly noticed public hearing to consider the Development Agreement and by a vote of 5-0, with two Commissioners absent recommended the Turlock City Council approve the Development Agreement; and

WHEREAS, the Turlock City Council finds that this request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines.

WHEREAS, the Turlock City Council, based on its independent review and analysis of the Planning Commission's recommendation, oral and written testimony, and the record as a whole, finds after due study, deliberation, and public hearing, and based on its independent judgement, that the following circumstances exist:

1. The Development Agreement is consistent with the goals, policies, and standards of the City's General Plan and all other applicable standards and ordinances of the City.
2. In accordance with the Development Agreement Statute, the City Council finds that the Development Agreement:
 - a) Is consistent with the objectives, policies, general land uses, and programs specified in the General Plan and any applicable specific plan;
 - b) Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
 - c) Is in conformity with the public convenience and general welfare and good land use practices;
 - d) Will not be detrimental to the health, safety, and general welfare;
 - e) Will not adversely affect the orderly development of property or the preservation of property values; and
 - f) Will provide sufficient benefit to the City to justify entering into the agreement.

WHEREAS, the Turlock City Council finds that the Development Agreement conforms to the Development Agreement Statute.

NOW, THEREFORE, BE IT RESOLVED, that the Turlock City Council adopts the Ordinance approving the Development Agreement between the City of Turlock and Turlock Marketplace LLC.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. The City Council approves a Development Agreement by and between Turlock Marketplace LLC for access from W. Tuolumne Road, south into the future commercial shopping center located at 1885 Countryside Drive, 2712 W. Tuolumne Road and 2630 W. Tuolumne Road, Stanislaus County APNs 088-016-001, 088-010-024, and 088-010-052 and instructs the City Manager to execute the Development Agreement subject to final approval by the City Attorney.

SECTION 2. Upon passage of this Ordinance, the City Manager is authorized to execute the Development Agreement on behalf of the City. Within ten (10) days of the execution, but no earlier than thirty (30) days, after passage of this Ordinance, the City Clerk shall cause the Development Agreement to be recorded in the office of the Stanislaus County Recorder as provided by Government Code Section 65868.5. The Development Agreement shall not take effect for thirty (30) days following passage and adoption of this Ordinance.

SECTION 3. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision

shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this ____ day of _____, 2025.

SIGNED:

Amy Bublak, Mayor

ATTEST:

Nichole Fiez, City Clerk
City of Turlock, County of Stanislaus,
State of California

APPROVED AS TO FORM:

George Petrulakis, City Attorney

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Turlock
156 S. Broadway
Turlock, California 95380
Attention: City Clerk

APN 088-016-001-000
APN 088-010-024-000
APN 088-010-052-000

Space Above This Line Reserved for Recorder's Use.
Exempt from Recording Fees. (Government Code sections
6103 and 27383).

DRAFT VERSION 11/25/2024

**DEVELOPMENT AGREEMENT
TURLOCK MARKETPLACE PROJECT
BY AND BETWEEN**

The City of Turlock

AND

**Turlock Marketplace, LLC, a California
limited liability company**

Adopted by City Council Ordinance No. _____,
on _____, **202-2025**

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into by and between TURLOCK MARKETPLACE, LLC, a California limited liability company ("Developer") and the CITY OF TURLOCK, a California municipal corporation ("City"), as of _____, 202__ (the "Effective Date"). City and Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

A. The Development Agreement is entered into pursuant to the "Development Agreement Statute" (Government Code section 65864 et seq.) and the Development Agreement Law of the City of Turlock (Article 9 of Chapter 9-5 of Title 9 of the Turlock Municipal Code), which authorize City to enter into a development agreement with any person having a legal or equitable interest in real property for the development of that property.

B. Developer owns or controls those parcels of real property more specifically described in ~~Exhibits~~Exhibit A-1 and A-2 (the "Property" or "Properties") and commonly known as 1885 Countryside Drive, 2712 West Tuolumne Road, and 2630 West Tuolumne Road and identified for convenience as Assessor's Parcel Numbers 088-016-001-000, 088-010-024-000, and 088-010-052-000. The Properties constitute approximately 29.42 acres and are located within the boundaries of the City's Northwest Triangle Specific Plan. The Properties are depicted in Exhibit B.

~~C. The Properties are located within an infill area of the City generally bounded by _____ identified conceptually as shown in Exhibit B (the "Turlock Marketplace Area") located within the Northwest Triangle Specific Plan boundaries. The Turlock Marketplace Area is generally bounded by Countryside Drive to the east, the West Tuolumne Road and the alignment for the extension of same to the north, State Route 99 to the west, and commercial development to the south.~~

D.C. Developer has proposed to develop the Properties as a commercial shopping center including a big box retail center and various other commercial and retail uses (the "Turlock Marketplace Project"), or "Project"). For viability of the Project, Developer requires access from West Tuolumne Road south into the Project area at a location shown in **Exhibit CB** which will allow right-in, right-out and left-in movements into the Project but not left-out movements (the "West Tuolumne Road Access Point"). City in its General Plan has planned for a future flyover over State Route 99 extending the existing eastern segment of West Tuolumne Road west over the state route and connecting to the existing western segment of West Tuolumne Road. Developer has concerns that the future flyover would jeopardize the West Tuolumne Road Access Point. City has confirmed that should the flyover be implemented, the West Tuolumne Road Access Point can be maintained by Developer in its proposed location and configuration as agreed to by the Parties.

E.D. The major purpose of this Agreement is to maintain the viability of the Turlock Marketplace Project by ensuring access to the Project at the West Tuolumne Road Access Point as provided in this Agreement should the City implement the flyover over State Route 99 along the West Tuolumne Road alignment (the “West Tuolumne Road Access Vesting”). As used herein, the West Tuolumne Road Access Vesting shall mean that (i) the right in, right out, and left in driveway access into the Turlock Marketplace Project from Tuolumne Road shall be preserved, and (ii) the location and dimensions of such driveway shall be preserved in such a way to not materially and adversely impact access. The additional purpose of this Agreement is for the Parties to enter into an Agreement that meets the necessary requirements of the Development Agreement Statute and the Development Agreement Law of the City of Turlock while providing the Parties the necessary flexibility to implement subsequent aspects of the Turlock Marketplace Project.

F.E. City has determined that this Agreement is consistent with the General Plan and the Northwest Triangle Specific Plan and meets all requirements under the Development Agreement Statute and the Development Agreement Law of the City of Turlock. City further has determined that all necessary proceedings related to this Agreement have been conducted in accordance with City and state rules and regulations. City has further determined that development of the Turlock Marketplace Project will result in significant public benefits in furthering the City’s economic development goals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1 **GENERAL PROVISIONS**

Section 1.1. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of the Agreement. In the event of any inconsistency between the Recitals and the provisions of the Agreement, the provisions of the Agreement shall prevail.

Section 1.2. Exhibits. The following “Exhibits” are attached hereto and incorporated into and made part of this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A-1	List of Developer Properties
Exhibit A-2	Legal Description of Developer Properties
Exhibit B	Turlock Marketplace Area

Exhibit <u>GB</u>	Depiction of <u>Properties and</u> West Tuolumne Road Access Point
<u>Exhibit C</u>	<u>Form of Assignment and Assumption Agreement</u>
Exhibit D	Form of <u>Partial Assignment and</u> Assumption Agreement
Exhibit E	Form of Notice of Termination
<u>Exhibit F</u>	<u>Revised Standards and Specifications</u>

Section 1.3. Project is a Private Undertaking. The Parties agree that the Turlock Marketplace Project is a private development and that City has no interest therein except as authorized in the exercise of its governmental functions. Nothing in this Agreement shall preclude Developer, without City review and approval, from forming a private investment entity, entering into a joint venture or selling, leasing, or otherwise entering into agreements with respect to any portion, parcel, or development phase to or with another party for the purpose of developing, managing, or completing any portion of the Turlock Marketplace Project.

Section 1.4. Effective Date of Agreement and Operative Date of Agreement. The Agreement shall become effective on the “Effective Date” of the Agreement which shall occur when the ordinance approving this Agreement becomes effective. The Agreement shall be binding on each Party on the date of each Party’s execution of the Agreement.

Section 1.5. Recordation of Development Agreement. The City Clerk shall cause a copy of the Development Agreement to be recorded against the title to all Properties subject to this Agreement within ten (10) days of the Effective Date.

Section 1.6. Term of Agreement. The “Term” of this Agreement shall be fifty (50) years from the Effective Date, unless extended or terminated earlier as provided for in this Agreement. Notwithstanding the foregoing, the Current Standards Vesting shall expire after fifteen (15) years from the Effective Dave and the West Tuolumne Road Access Vesting shall be effective for the entire Term. Any modification or extensions to the Term shall be subject to the mutual agreement of the Parties. The City Manager shall have the sole discretion to approve any modification or extension to the Term on behalf of City, with any such modification or extension constituting a minor amendment to this Agreement. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect. In the event of expiration of the Term, Developer shall be required to enter into a new Development Agreement with City if Developer so requests.

Section 1.7. Covenant Running with the Land. Developer represents that it has a legal or equitable interest in the Property, as ~~identified by Assessor’s Parcel Number (“APN”) in Exhibit A-1 and as~~ legally described in **Exhibit A-2**. This Agreement shall constitute a covenant running with the land, and the burdens and benefits of this Agreement shall bind and inure to all successors-in-interest to Developers, until such time that the Agreement terminates.

ARTICLE 2

SUBSEQUENT CITY APPROVALS; PERMIT PROCESSING

Section 2.1. Subsequent City Approvals. Implementation of the Turlock Marketplace Project may require Developer to obtain additional approvals and permits from City ("Subsequent City Approvals"). Subsequent City Approvals may include, without limitation, tentative parcel maps, final maps, staff-level approvals, subdivision improvement plans and agreements, architectural and site plan reviews, encroachment permits, building permits, landscaping plans, grading plans and permits, lot line adjustments, use permits, and occupancy certificates. City shall comply with the California Environmental Quality Act ("CEQA"), the Subdivision Map Act (California Government Code Section 66410 et seq.) (the "Map Act"), and other applicable laws in processing the Subsequent City Approvals. In the course of taking action on these applications, City will exercise discretion in imposing conditions of approval and adopting mitigation measures in accordance with the Map Act, CEQA and other applicable state and local law. City's exercise of discretion is not prohibited by this Agreement, but the exercise of that discretion must be reasonable and consistent with this Agreement. Development of the Properties shall be subject to all conditions of approval and mitigation measures adopted in conjunction with any Subsequent City Approvals so long as they do not conflict with the Current Standards Vesting or West Tuolumne Road Access Vesting provided herein.

Section 2.2. Life of Subdivision Maps. [Intentionally Omitted.]

Section 2.3. Further Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion to approve, disapprove or impose conditions on any Subsequent City Approvals, to require additional information or studies from Developers, or to hold legally required public hearings. Except as otherwise set forth ~~herein~~ in this Agreement, such discretion and action taken by the City shall, however, be consistent with the terms of this Agreement and shall not prevent, hinder, or compromise development or use of the Property as contemplated by the Parties in this Agreement and shall not conflict with the Current Standards Vesting or West Tuolumne Road Access Vesting provided herein.

Section 2.4. Cooperation Between City and Developer. City shall cooperate in the implementation of this Agreement.

ARTICLE 3

VESTED RIGHTS; DEVELOPMENT OF TURLOCK MARKETPLACE PROJECT

Section 3.1. Vested Rights. As provided in Section 1.6 of this Agreement, Developer shall have the vested right to develop the Properties in accordance with: (i) the Current Standards as defined in Section 3.2 ("Current Standards Vesting"); and (ii) the West

Tuolumne Road Access Vesting. Developer is assured, and City agrees, that the Current Standards Vesting and West Tuolumne Road Access Vesting is fully vested in Developer and may not be modified or terminated by City, except with Developer's express written consent, which may be given or not given in Developer's sole and absolute discretion.

Section 3.2. Permitted Uses and Development Standards. The permitted uses, the densities and intensities of use, the maximum height and size of proposed buildings, and provisions for reservation, and dedication of land are those in the General Plan, the Northwest Triangle Specific Plan, the Turlock Municipal Code, and other City enactments as of the Effective Date (the "Current Standards"). The Current Standards are limited to those matters listed above (i.e., permitted uses, the densities and intensities of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land) and do not include any other matters, including, without limitation, fees, charges, assessments and any other cost or exaction; or design, improvement and construction standards and specifications.

In addition, notwithstanding the Current Standards and the Current Standards Vesting, Developer shall make all land dedications and improvements deemed necessary by the City related to access and traffic issues.

Except to the extent there is any conflict with the West Tuolumne Road Access Vesting, Developer understands and agrees that the City is revising its current 2016 standards and specifications, and ~~its project~~ the undeveloped portions of the Project shall be subject to ~~these~~ revised requirements standards and specifications upon adoption by the City. Such revised standards and specifications may be attached hereto as **Exhibit F** after their adoption by the City or may be independently incorporated by this reference to them.

Section 3.3. Conditions of Approval. [Intentionally Omitted.]

Section 3.4. Mitigation Monitoring and Reporting Program. [Intentionally Omitted.]

Section 3.5. Eminent Domain. [Intentionally Omitted.]

Section 3.6. Timing of Development. [Intentionally Omitted.]

Section 3.7. Phasing. [Intentionally Omitted.]

Section 3.8. No Conflicting Enactments. [Intentionally Omitted.]

Section 3.9. Limitations on Developer's Vested Rights. City and Developer agree that the vested rights conferred by this Agreement are subordinate to the following:

(a) *Referenda.* The Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. In the event of any such referendum that reduces the development rights conferred by this Agreement, City shall

cooperate with Developer and undertake such reasonable actions as may be appropriate to ensure that Developers may develop the Turlock Marketplace Project in accordance with this Agreement and the major Subsequent City Approvals.

(b) *Regulation by Other Public Agencies.* The Parties acknowledge that other public agencies, outside of the control and authority of City, regulate or have authority over City and the public infrastructure required to serve the Turlock Marketplace Project, and that the exercise of such public agency authority could negatively affect development of the Turlock Marketplace Project. Nothing in this Agreement limits the authority of such public agencies. City shall not be found to be in breach of this Agreement due to any action taken by another public agency that negatively impacts this Agreement or development of the Turlock Marketplace Project.

(c) *Changes in California Building Standards Codes.* Development of the Turlock Marketplace Project shall be subject to changes occurring from time to time to the California Building Standards Codes, however, City shall not impose any optional local standards that conflict with this Agreement.

(d) *Changes Mandated by Federal or State Law.* The Turlock Marketplace Project shall be subject to subsequently enacted federal or state laws or regulations that may conflict with this Agreement or the Subsequent City Approvals, that mandate adoption of local regulations, or that preempt the Municipal Code and Policies. As provided in section 65869.5 of the Development Agreement Statute, in the event that state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law that conflicts with this Agreement or otherwise affects the Turlock Marketplace Project, City or Developer shall provide the other Party with written notice of the federal or state law or regulation and a written statement of the conflicts raised by such law or regulation. Promptly thereafter, City and Developer shall meet and confer in good faith to modify this Agreement, as necessary, to comply with such law or regulation. In such discussions to resolve the conflict, City and Developer shall attempt to preserve the terms of this Agreement to the maximum extent feasible.

(e) *Health and Safety Emergencies.* In the event that any future public health and safety emergencies arise during development of the Turlock Marketplace Project, City agrees that it shall attempt to address such emergency in a way that does not have a material adverse impact on the Turlock Marketplace Project.

Section 3.10. Agreed Changes. [Intentionally Omitted.]

ARTICLE 4

FEES AND REIMBURSEMENT

Section 4.1. City Fees. This Agreement does not address any City fees, charges, assessments or other exactions or costs applicable to the Turlock Marketplace Project of any type whether they be, without limitation, developer fees, capital facility fees, capacity charges, application, processing and inspection fees (the “Fees and Costs”). Developer shall pay the then applicable Fees and Costs as required by the City. No such Fees and Costs are vested by this Agreement.

Section 4.2. Fees Charged by Other Public Agencies. This Agreement does not preclude City from collecting fees, charges, assessments or similar costs from Developers that are lawfully imposed on the Turlock Marketplace Project by other public agencies and which City is required, or has agreed, to collect (the “Other Fees and Costs”). Developer acknowledges that the Turlock Marketplace Project is subject to fees charged by other agencies, including but not limited to, Stanislaus County and the Turlock Unified School District. Developer shall pay such fees prior to issuance of building permit, unless the public agency requires or allows otherwise. No such Other Fees and Costs are vested by this Agreement.

ARTICLE 5

IMPROVEMENTS AND INFRASTRUCTURE

[Intentionally omitted.]

ARTICLE 6

FINANCING OF PUBLIC IMPROVEMENTS; COMMUNITY FACILITIES DISTRICTS

[Intentionally omitted.]

ARTICLE 7

INSURANCE; INDEMNITY

Section 7.1. Insurance. Developer shall provide City the insurance as may be required by the City’s then effective insurance requirements for any Subsequent City Approval.

Section 7.2. Other Insurance Requirements. [Intentionally Omitted.]

Section 7.3. Third Party Legal Challenge.

(a) In the event any legal action, claim, action, or proceeding is commenced by any third party challenging this Agreement, the CEQA compliance related to the Turlock Marketplace Project, or any Subsequent City Approval, Developers shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, “City’s Agents”). This obligation

includes payment of all City costs and expenses incurred in the defense of such lawsuit, including but not limited to, reasonable costs of City's counsel, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation. City and Developer shall cooperate in good faith in the control of the litigation, the attendance of proceedings of any kind, and the making of litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter. Developer shall not settle any lawsuit without the consent of City if such settlement would involve monetary damages or admissions of liability by City. City shall act in good faith and shall not unreasonably withhold consent to settle. As an alternative to defending any such action, Developer may request that City rescind any approval.

(b) In the event of any such legal action, Developers shall pay all reasonably incurred litigation fees to City within thirty (30) days of receiving a written request and accounting of such fees and expenses from City. Notwithstanding the foregoing, City may request, and Developers will provide to City within seven (7) days of any such request, a deposit to cover City's reasonably anticipated litigation fees and costs related to this Agreement in an amount not exceeding a deposit or retainer amount typically requested by representative law firms in Stanislaus County or in the county where the law firm chosen by the City is domiciled.

(c) The City shall provide Developer of written notice specifying the nature and scope of the requested indemnity, defense, and/or hold harmless obligation demanded of Developer.

Section 7.4. Indemnity and Hold Harmless. Developers agree to defend, indemnify, and hold harmless City and City's Agents from all liability for personal injury, including death, as well as property damage, which may arise from activities conducted by or omissions of Developer or Developer's contractors, subcontractors, agents, or employees relating to development of the Turlock Marketplace Project. The foregoing indemnity obligation of Developers shall not apply to any liability for damages or claims for damages relating to use of any improvements after completion and acceptance by City. Developer's indemnification requirements will not apply where the claim, action, or proceeding is as a direct result of City or City's Agents' gross negligence or willful misconduct. The City shall provide Developer of written notice specifying the nature and scope of the requested indemnity, defense, and/or hold harmless obligation demanded of Developer.

Section 7.5. Prevailing Wages. [Intentionally Omitted.]

Section 7.6. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of any applicable Subsequent City Approvals which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages.

Section 7.7. Waiver of Damages Against City. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and,

therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer's remedies under this Agreement shall be limited to specific performance.

ARTICLE 8

MORTGAGEE PROTECTION

Section 8.1. Mortgagee Protection. No breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust with respect to the Properties. All of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 8.2. Notice of Default to Mortgagee and Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure, or to commence to cure, the event of default set forth in City's notice.

ARTICLE 9

ANNUAL REVIEW; DEFAULT

Section 9.1. Annual Review. The City Manager or his or her appointee shall, at least every twelve (12) months during the Term of this Agreement, review the extent of substantial, good faith compliance of Developer and City with the terms of this Agreement, pursuant to Government Code Section 65865.1. At the time of such annual review, Developers shall provide such information as may be reasonably requested by the City Manager to ascertain compliance with this Agreement. Developers shall provide such information within thirty (30) days of receiving City Manager's request for information. A finding by the City Manager of good faith compliance with this Agreement shall conclusively determine such good faith compliance only up to the date of such review. Where the City Manager, on the basis of substantial evidence, finds that Developer has not complied with the terms of this Agreement, Developer may appeal such determination to the City Council within ten (10) days of receiving the City Manager's determination. The failure of City to conduct the annual review shall not affect the validity of this Agreement.

Section 9.2. Estoppel Certificates. Upon Developer's request, City shall, with at least thirty (30) days advance written notice, execute, acknowledge and deliver to Developer, Developer's lender, potential investors or assignees, and other necessary parties an "Estoppel Certificate" in writing which certifies that this Agreement is in full force and effect

and that there are no breaches or defaults under the Agreement. The City Manager shall be authorized to execute such Estoppel Certificate.

Section 9.3. Default. Failure or unreasonable delay by either Party to perform any term or condition of this Agreement shall constitute default. In the event of default, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such 30-day period, the Party charged shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings. After notice and expiration of the 30-day period, if such default has not been cured or cure is not being diligently pursued in the manner set forth in the notice, the charging Party may at its option: (i) terminate this Agreement, in which event neither Party shall have any further rights against or liability to the other with respect to this Agreement, or (ii) institute legal or equitable action to cure or remedy any default, including but not limited to, an action for specific performance of the terms of this Agreement.

Section 9.4. Withholding of Permits. If Developer has defaulted after all applicable notice and cure periods have expired, City may, in its sole discretion, refuse to issue or withhold any permit or entitlement for any structure or improvement relating to the Turlock Marketplace Project, including without limitation, a notice of completion, building permit, sign permit, grading permit, or occupancy certificate.

Section 9.5. Default by City. If City defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Turlock Marketplace Project or any phase thereof, nor shall resulting failures or delays in Developer's performance constitute grounds for termination of this Agreement.

Section 9.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, terrorism, strikes, walkouts, riots, floods, earthquakes, fires, casualties, pandemics, epidemics, acts of God, governmental restrictions imposed where mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, economic collapse, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon by the Parties.

ARTICLE 10

ADMINISTRATION OF AGREEMENT

Section 10.1. Administration of Agreement. The City Manager or his or her designee is responsible for the interpretation and administration of the provisions of this Agreement. Should a disagreement arise between the Parties with respect to the interpretation or administration of any provision of this Agreement, Developer and the City Manager (or

his or her designee) shall meet and confer in good faith to discuss resolution of such disagreement within thirty (30) days after notice from either party. If the Parties are unable to reach a mutually-agreeable resolution, the City Manager's decision may thereafter be appealed to the City Council within fifteen (15) days of the City Manager's decision.

Section 10.2. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties and any amendment must be in writing, as provided below:

(a) Major Amendment. The City Council shall approve any major amendment to the Agreement. An amendment shall be deemed a "major amendment" if it constitutes a material change to City's financial obligations (with City Manager having the sole discretion to determine what constitutes a "material change"). Any major amendment shall comply with the procedures of the Development Agreement Statute.

(b) Minor Amendment. The Parties acknowledge that development of the Turlock Marketplace Project and the details of performance by the Parties require administrative flexibility. The City Manager shall have the authority to approve minor amendments to this Agreement. An amendment shall be deemed a "minor amendment" if it is not a major amendment and does not incur any financial obligation that exceeds the City Manager's authority. If City and Developer mutually agree that a minor amendment is appropriate, they shall effectuate the minor amendment through an operating memorandum approved by the Parties with the City Manager acting on behalf of City. An executed operating memorandum shall become effective immediately. Each operating memorandum shall be attached to this Agreement as an addendum and become a part of this Agreement. Unless otherwise required by law, a minor amendment shall not require any notice or hearing.

Section 10.3. Streamlined Implementation. [Intentionally Omitted.]

Section 10.4. Assignment and Assumption.

(a) Developer shall have the right to sell, assign, or transfer all or any part of its rights, title and interests in all or a portion of the Property to any person, firm, or corporation during the Term of this Agreement. Any sale, assignment, or transfer of all or of this Agreement must be done in writing and in a form substantially similar to the "Assignment and Assumption Agreement" attached hereto as **Exhibit C**. Any sale, assignment, or transfer of only a part of this Agreement must be done in writing and in a form substantially similar to the "Partial Assignment and Assumption Agreement" attached hereto as **Exhibit D**.- In any such sale, assignment, or transfer, the successor to the transferred Property shall expressly assume all applicable obligations under this Agreement. Any assignee of Developer shall be subject to all the benefits and burdens of this Agreement.

In the event of any partial assignment of this Agreement: (i) the assignee under such partial assignment shall be liable only for the obligations under this Agreement that pertain

to the portion of the Property transferred to such assignee; (ii) neither assignor, assignee, nor other Developer party to the Agreement shall have joint and several liability for the obligations or liabilities of the other under this Agreement; and (iii) no breach or default by such party of its respective obligations under the Agreement shall be deemed, interpreted or construed to be a breach or default by the other party.

(b) Developer shall provide City with written notice of sale, assignment, or transfer of all or a portion of the Property at least thirty (30) days in advance of such action, subject to approval by the City Manager, whose consent shall not be unreasonably withheld. Upon execution of an Assignment and Assumption Agreement or Partial Assignment and Assumption Agreement, Developer shall be relieved of any obligations under this Agreement relating to the transferred Property. After execution of an Assignment and Assumption Agreement or Partial Assignment and Assumption Agreement, Developer shall send a copy of ~~the Assumption Agreement~~ such agreement to the City Clerk.

Section 10.5. Notices. Any notice or communication required hereunder among 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 registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) 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 or communications shall be given to the Parties at the addresses set forth below. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address listed below to which such notice or communication shall be given.

If to City:

City of Turlock
156 S. Broadway
Turlock, California 95380
Attn: City Manager & Development Services
Director
Email: rwilson@turlock.ca.us &
AWerner@turlock.ca.us

with copy to: _____

City of Turlock
Attn: City Attorney
156. S. Broadway
Turlock, California 95350

Email: CityAttorney@turlock.ca.us

If to Developer:

Turlock Marketplace, LLC
Attn: Mark Enes and Joshua Stark
7919 Folsom Blvd., Suite 120
Sacramento, CA 95826
Email: mark@advalproperties.com

with copy to: _____

Email: _____

Email: mark@advalproperties.com;
joshua@advalproperties.com

ARTICLE 11 **TERMINATION**

Section 11.1. Termination Upon Completion of Development. This Agreement shall terminate upon the earlier of (i) upon expiration of the Term, or (ii) upon Developer's notification to the City of its desire to terminate the Agreement so long as City determines that all material obligations of Developer under the Agreement have been fulfilled or satisfied. Upon termination of this Agreement, City shall record a notice of such termination in a form substantially similar to the "Notice of Termination" attached hereto as **Exhibit E**. Termination of this Agreement shall eliminate any further obligation of the Parties to comply with the terms of this Agreement. Termination of this Agreement shall not, however, eliminate the rights of any Party to seek any applicable and available remedies or damages based upon acts or omissions occurring prior to said termination.

Section 11.2. Other Termination. City is entering into this Agreement with Developer based upon Developer's representations and the public benefits City has determined exist for its economic development goals. based upon these representations. If ~~Developer chooses to~~ Turlock Marketplace, LLC ~~does not develop~~ become the fee owner of the Property, ~~this Agreement shall not be assigned to landowner and by December 31, 2025~~ then City shall have the right to terminate ~~the~~ this Agreement.

ARTICLE 12 **STANDARD TERMS AND CONDITIONS**

Section 12.1. Standard Terms and Conditions.

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

(b) Waiver. No Party shall be deemed to have made any waiver of any breach of any term, condition or covenant unless said waiver is in writing and signed by the Party so waiving. Such waiver by any Party shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition.

(c) Integration. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto. Unless set forth herein, neither Party shall be liable for any representations made, express or implied, which are not specifically set forth herein.

(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 Turlock Marketplace Project and the Properties.

(e) 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.

(f) Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

(g) Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

(h) Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

(j) Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title or interest to any portion of the Property shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property, and all rights and interests of such person in the Property shall be subject to the terms, requirements and provisions of this Agreement.

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

(k) Further Acts; Other Documents. The 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 and to perform any further acts, as may be necessary and convenient to fulfill the purposes and objectives of this Agreement.

(l) Time is of the Essence. Time is of the essence in this Agreement in each covenant and term and condition herein.

(m) Authority. Any developer party executing this Agreement certifies, in his/her/their individual or corporate capacity that (i) they have legal or equitable title to the applicable parcels subject to this Agreement; (ii) they are authorized to enter into this Agreement, and (iii) they have complied with all requirements under state or federal law for such person or entity to execute this Agreement.

(n) Joint Preparation. All Parties to this Agreement have negotiated it at length and have had the opportunity to consult with and be represented by their own competent counsel. Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(o) Attorney's Fees and Costs. In the event one of the Parties commences litigation for specific performance or damages for breach of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs incurred, in addition to any other relief to which such Party may be entitled.

[Signatures on following pages]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as set forth ~~in Article 1.~~
above.

CITY:

~~DEVELOPERS~~DEVELOPER:

CITY OF TURLOCK,
a California municipal corporation

TURLOCK MARKETPLACE, LLC,
a California limited liability company

By: _____
Reagan M. Wilson, City Manager

By: _____
Mark Enes

Its: _____

Date: _____

ATTEST:

By: _____
_____, Nichole Fiez, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

Date: _____

SCHEDULE OF EXHIBITS

<u>Designation</u>	<u>Description</u>
Exhibit A- 4	List <u>Legal Description</u> of Developer Properties
Exhibit A-2 <u>B</u>	Legal Description <u>Depiction</u> of Developer Properties <u>and</u> <u>West Tuolumne Road Access Point</u>
Exhibit B <u>C</u>	Turlock Marketplace Area <u>Form of Assignment and</u> <u>Assumption Agreement</u>
Exhibit C <u>D</u>	Depiction of West Tuolumne Road Access Point <u>Form of</u> <u>Partial Assignment and Assumption Agreement</u>
Exhibit D <u>E</u>	Form of Assumption Agreement <u>Notice of Termination</u>
Exhibit E <u>F</u>	Form of Notice of Termination <u>Revised Standards and</u> <u>Specifications</u>

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Turlock
156 S. Broadway
Turlock, California 95380
Attention: City Clerk

APN 088-016-001-000
APN 088-010-024-000
APN 088-010-052-000

Space Above This Line Reserved for Recorder's Use.
Exempt from Recording Fees. (Government Code sections
6103 and 27383).

**DEVELOPMENT AGREEMENT
TURLOCK MARKETPLACE PROJECT
BY AND BETWEEN**

The City of Turlock

AND

**Turlock Marketplace, LLC, a California
limited liability company**

Adopted by City Council Ordinance No. _____,
on _____, 2025

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into by and between TURLOCK MARKETPLACE, LLC, a California limited liability company ("Developer") and the CITY OF TURLOCK, a California municipal corporation ("City"), as of _____, 202__ (the "Effective Date"). City and Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

A. The Development Agreement is entered into pursuant to the "Development Agreement Statute" (Government Code section 65864 et seq.) and the "Development Agreement Law of the City of Turlock" (Article 9 of Chapter 9-5 of Title 9 of the Turlock Municipal Code), which authorize City to enter into a development agreement with any person having a legal or equitable interest in real property for the development of that property.

B. Developer owns or controls those parcels of real property more specifically described in **Exhibit A** (the "Property" or "Properties") and commonly known as 1885 Countryside Drive, 2712 West Tuolumne Road, and 2630 West Tuolumne Road and identified for convenience as Assessor's Parcel Numbers 088-016-001-000, 088-010-024-000, and 088-010-052-000. The Properties constitute approximately 29.42 acres and are located within the boundaries of the City's Northwest Triangle Specific Plan. The Properties are depicted in **Exhibit B**.

C. Developer has proposed to develop the Properties as a commercial shopping center including a big box retail center and various other commercial and retail uses (the "Turlock Marketplace Project" or "Project"). For viability of the Project, Developer requires access from West Tuolumne Road south into the Project area at a location shown in **Exhibit B** which will allow right-in, right-out and left-in movements into the Project but not left-out movements (the "West Tuolumne Road Access Point"). City in its General Plan has planned for a future flyover over State Route 99 extending the existing eastern segment of West Tuolumne Road west over the state route and connecting to the existing western segment of West Tuolumne Road. Developer has concerns that the future flyover would jeopardize the West Tuolumne Road Access Point. City has confirmed that should the flyover be implemented, the West Tuolumne Road Access Point can be maintained by Developer in its proposed location and configuration as agreed to by the Parties.

D. The major purpose of this Agreement is to maintain the viability of the Turlock Marketplace Project by ensuring access to the Project at the West Tuolumne Road Access Point as provided in this Agreement should the City implement the flyover over State Route 99 along the West Tuolumne Road alignment (the "West Tuolumne Road Access Vesting"). As used herein, the West Tuolumne Road Access Vesting shall mean that (i) the right in, right out, and left in driveway access into the Turlock Marketplace Project from Tuolumne Road shall be preserved, and (ii) the location and dimensions of such driveway shall be preserved in such a way to not materially and adversely impact

access. The additional purpose of this Agreement is for the Parties to enter into an Agreement that meets the necessary requirements of the Development Agreement Statute and the Development Agreement Law of the City of Turlock while providing the Parties the necessary flexibility to implement subsequent aspects of the Turlock Marketplace Project.

E. City has determined that this Agreement is consistent with the General Plan and the Northwest Triangle Specific Plan and meets all requirements under the Development Agreement Statute and the Development Agreement Law of the City of Turlock. City further has determined that all necessary proceedings related to this Agreement have been conducted in accordance with City and state rules and regulations. City has further determined that development of the Turlock Marketplace Project will result in significant public benefits in furthering the City's economic development goals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1 **GENERAL PROVISIONS**

Section 1.1. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of the Agreement. In the event of any inconsistency between the Recitals and the provisions of the Agreement, the provisions of the Agreement shall prevail.

Section 1.2. Exhibits. The following "Exhibits" are attached hereto and incorporated into and made part of this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description of Properties
Exhibit B	Depiction of Properties and West Tuolumne Road Access Point
Exhibit C	Form of Assignment and Assumption Agreement
Exhibit D	Form of Partial Assignment and Assumption Agreement
Exhibit E	Form of Notice of Termination
Exhibit F	Revised Standards and Specifications

Section 1.3. Project is a Private Undertaking. The Parties agree that the Turlock Marketplace Project is a private development and that City has no interest therein except as authorized in the exercise of its governmental functions. Nothing in this Agreement

shall preclude Developer, without City review and approval, from forming a private investment entity, entering into a joint venture or selling, leasing, or otherwise entering into agreements with respect to any portion, parcel, or development phase to or with another party for the purpose of developing, managing, or completing any portion of the Turlock Marketplace Project.

Section 1.4. Effective Date of Agreement and Operative Date of Agreement. The Agreement shall become effective on the “Effective Date” of the Agreement which shall occur when the ordinance approving this Agreement becomes effective. The Agreement shall be binding on each Party on the date of each Party’s execution of the Agreement.

Section 1.5. Recordation of Development Agreement. The City Clerk shall cause a copy of the Development Agreement to be recorded against the title to all Properties subject to this Agreement within ten (10) days of the Effective Date.

Section 1.6. Term of Agreement. The “Term” of this Agreement shall be fifty (50) years from the Effective Date, unless extended or terminated earlier as provided for in this Agreement. Notwithstanding the foregoing, the Current Standards Vesting shall expire after fifteen (15) years from the Effective Date and the West Tuolumne Road Access Vesting shall be effective for the entire Term. Any modification or extensions to the Term shall be subject to the mutual agreement of the Parties. The City Manager shall have the sole discretion to approve any modification or extension to the Term on behalf of City, with any such modification or extension constituting a minor amendment to this Agreement. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect. In the event of expiration of the Term, Developer shall be required to enter into a new Development Agreement with City if Developer so requests.

Section 1.7. Covenant Running with the Land. Developer represents that it has a legal or equitable interest in the Property, as legally described in **Exhibit A**. This Agreement shall constitute a covenant running with the land, and the burdens and benefits of this Agreement shall bind and inure to all successors-in-interest to Developers, until such time that the Agreement terminates.

ARTICLE 2

SUBSEQUENT CITY APPROVALS; PERMIT PROCESSING

Section 2.1. Subsequent City Approvals. Implementation of the Turlock Marketplace Project may require Developer to obtain additional approvals and permits from City (“Subsequent City Approvals”). Subsequent City Approvals may include, without limitation, tentative parcel maps, final maps, staff-level approvals, subdivision improvement plans and agreements, architectural and site plan reviews, encroachment permits, building permits, landscaping plans, grading plans and permits, lot line adjustments, use permits, and occupancy certificates. City shall comply with the California Environmental Quality Act (“CEQA”), the Subdivision Map Act (California

Government Code Section 66410 et seq.) (the “Map Act”), and other applicable laws in processing the Subsequent City Approvals. In the course of taking action on these applications, City will exercise discretion in imposing conditions of approval and adopting mitigation measures in accordance with the Map Act, CEQA and other applicable state and local law. City’s exercise of discretion is not prohibited by this Agreement, but the exercise of that discretion must be reasonable and consistent with this Agreement. Development of the Properties shall be subject to all conditions of approval and mitigation measures adopted in conjunction with any Subsequent City Approvals so long as they do not conflict with the Current Standards Vesting or West Tuolumne Road Access Vesting provided herein.

Section 2.2. Life of Subdivision Maps. [Intentionally Omitted.]

Section 2.3. Further Discretionary Actions. The exercise of City’s authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City’s discretion to approve, disapprove or impose conditions on any Subsequent City Approvals, to require additional information or studies from Developers, or to hold legally required public hearings. Except as otherwise set forth in this Agreement, such discretion and action taken by the City shall, however, be consistent with the terms of this Agreement and shall not prevent, hinder, or compromise development or use of the Property as contemplated by the Parties in this Agreement and shall not conflict with the Current Standards Vesting or West Tuolumne Road Access Vesting provided herein.

Section 2.4. Cooperation Between City and Developer. City shall cooperate in the implementation of this Agreement.

ARTICLE 3
VESTED RIGHTS;
DEVELOPMENT OF TURLOCK MARKETPLACE PROJECT

Section 3.1. Vested Rights. As provided in Section 1.6 of this Agreement, Developer shall have the vested right to develop the Properties in accordance with: (i) the Current Standards as defined in Section 3.2 (“Current Standards Vesting”); and (ii) the West Tuolumne Road Access Vesting. Developer is assured, and City agrees, that the Current Standards Vesting and West Tuolumne Road Access Vesting is fully vested in Developer and may not be modified or terminated by City, except with Developer’s express written consent, which may be given or not given in Developer’s sole and absolute discretion.

Section 3.2. Permitted Uses and Development Standards. The permitted uses, the densities and intensities of use, the maximum height and size of proposed buildings, and provisions for reservation, and dedication of land are those in the General Plan, the Northwest Triangle Specific Plan, the Turlock Municipal Code, and other City enactments as of the Effective Date (the “Current Standards”). The Current Standards are limited to those matters listed above (i.e., permitted uses, the densities and intensities of use, the

maximum height and size of proposed buildings, and provisions for reservation and dedication of land) and do not include any other matters, including, without limitation, fees, charges, assessments and any other cost or exaction; or design, improvement and construction standards and specifications.

In addition, notwithstanding the Current Standards and the Current Standards Vesting, Developer shall make all land dedications and improvements deemed necessary by the City related to access and traffic issues.

Except to the extent there is any conflict with the West Tuolumne Road Access Vesting, Developer understands and agrees that the City is revising its current 2016 standards and specifications, and the undeveloped portions of the Project shall be subject to these revised standards and specifications upon adoption by the City. Such revised standards and specifications may be attached hereto as **Exhibit F** after their adoption by the City or may be independently incorporated by this reference to them.

Section 3.3. Conditions of Approval. [Intentionally Omitted.]

Section 3.4. Mitigation Monitoring and Reporting Program. [Intentionally Omitted.]

Section 3.5. Eminent Domain. [Intentionally Omitted.]

Section 3.6. Timing of Development. [Intentionally Omitted.]

Section 3.7. Phasing. [Intentionally Omitted.]

Section 3.8. No Conflicting Enactments. [Intentionally Omitted.]

Section 3.9. Limitations on Developer's Vested Rights. City and Developer agree that the vested rights conferred by this Agreement are subordinate to the following:

(a) *Referenda.* The Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. In the event of any such referendum that reduces the development rights conferred by this Agreement, City shall cooperate with Developer and undertake such reasonable actions as may be appropriate to ensure that Developers may develop the Turlock Marketplace Project in accordance with this Agreement and the major Subsequent City Approvals.

(b) *Regulation by Other Public Agencies.* The Parties acknowledge that other public agencies, outside of the control and authority of City, regulate or have authority over City and the public infrastructure required to serve the Turlock Marketplace Project, and that the exercise of such public agency authority could negatively affect development of the Turlock Marketplace Project. Nothing in this Agreement limits the authority of such public agencies. City shall not be found to be in breach of this Agreement due to any action taken by another public agency that negatively impacts this Agreement or development of the Turlock Marketplace Project.

(c) *Changes in California Building Standards Codes.* Development of the Turlock Marketplace Project shall be subject to changes occurring from time to time to the California Building Standards Codes, however, City shall not impose any optional local standards that conflict with this Agreement.

(d) *Changes Mandated by Federal or State Law.* The Turlock Marketplace Project shall be subject to subsequently enacted federal or state laws or regulations that may conflict with this Agreement or the Subsequent City Approvals, that mandate adoption of local regulations, or that preempt the Municipal Code and Policies. As provided in section 65869.5 of the Development Agreement Statute, in the event that state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law that conflicts with this Agreement or otherwise affects the Turlock Marketplace Project, City or Developer shall provide the other Party with written notice of the federal or state law or regulation and a written statement of the conflicts raised by such law or regulation. Promptly thereafter, City and Developer shall meet and confer in good faith to modify this Agreement, as necessary, to comply with such law or regulation. In such discussions to resolve the conflict, City and Developer shall attempt to preserve the terms of this Agreement to the maximum extent feasible.

(e) *Health and Safety Emergencies.* In the event that any future public health and safety emergencies arise during development of the Turlock Marketplace Project, City agrees that it shall attempt to address such emergency in a way that does not have a material adverse impact on the Turlock Marketplace Project.

Section 3.10. Agreed Changes. [Intentionally Omitted.]

ARTICLE 4

FEES AND REIMBURSEMENT

Section 4.1. City Fees. This Agreement does not address any City fees, charges, assessments or other exactions or costs applicable to the Turlock Marketplace Project of any type whether they be, without limitation, developer fees, capital facility fees, capacity charges, application, processing and inspection fees (the “Fees and Costs”). Developer shall pay the then applicable Fees and Costs as required by the City. No such Fees and Costs are vested by this Agreement.

Section 4.2. Fees Charged by Other Public Agencies. This Agreement does not preclude City from collecting fees, charges, assessments or similar costs from Developers that are lawfully imposed on the Turlock Marketplace Project by other public agencies and which City is required, or has agreed, to collect (the “Other Fees and Costs”). Developer acknowledges that the Turlock Marketplace Project is subject to fees

charged by other agencies, including but not limited to, Stanislaus County and the Turlock Unified School District. Developer shall pay such fees prior to issuance of building permit, unless the public agency requires or allows otherwise. No such Other Fees and Costs are vested by this Agreement.

ARTICLE 5
IMPROVEMENTS AND INFRASTRUCTURE
[Intentionally omitted.]

ARTICLE 6
**FINANCING OF PUBLIC IMPROVEMENTS;
COMMUNITY FACILITIES DISTRICTS**
[Intentionally omitted.]

ARTICLE 7
INSURANCE; INDEMNITY

Section 7.1. Insurance. Developer shall provide City the insurance as may be required by the City's then effective insurance requirements for any Subsequent City Approval.

Section 7.2. Other Insurance Requirements. [Intentionally Omitted.]

Section 7.3. Third Party Legal Challenge.

(a) In the event any legal action, claim, action, or proceeding is commenced by any third party challenging this Agreement, the CEQA compliance related to the Turlock Marketplace Project, or any Subsequent City Approval, Developers shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents"). This obligation includes payment of all City costs and expenses incurred in the defense of such lawsuit, including but not limited to, reasonable costs of City's counsel, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation. City and Developer shall cooperate in good faith in the control of the litigation, the attendance of proceedings of any kind, and the making of litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter. Developer shall not settle any lawsuit without the consent of City if such settlement would involve monetary damages or admissions of liability by City. City shall act in good faith and shall not unreasonably withhold consent to settle. As an alternative to defending any such action, Developer may request that City rescind any approval.

(b) In the event of any such legal action, Developers shall pay all reasonably incurred litigation fees to City within thirty (30) days of receiving a written request and accounting of such fees and expenses from City. Notwithstanding the foregoing, City may request, and Developers will provide to City within seven (7) days of any such

request, a deposit to cover City's reasonably anticipated litigation fees and costs related to this Agreement in an amount not exceeding a deposit or retainer amount typically requested by representative law firms in Stanislaus County or in the county where the law firm chosen by the City is domiciled.

(c) The City shall provide Developer of written notice specifying the nature and scope of the requested indemnity, defense, and/or hold harmless obligation demanded of Developer.

Section 7.4. Indemnity and Hold Harmless. Developers agree to defend, indemnify, and hold harmless City and City's Agents from all liability for personal injury, including death, as well as property damage, which may arise from activities conducted by or omissions of Developer or Developer's contractors, subcontractors, agents, or employees relating to development of the Turlock Marketplace Project. The foregoing indemnity obligation of Developers shall not apply to any liability for damages or claims for damages relating to use of any improvements after completion and acceptance by City. Developer's indemnification requirements will not apply where the claim, action, or proceeding is as a direct result of City or City's Agents' gross negligence or willful misconduct. The City shall provide Developer of written notice specifying the nature and scope of the requested indemnity, defense, and/or hold harmless obligation demanded of Developer.

Section 7.5. Prevailing Wages. [Intentionally Omitted.]

Section 7.6. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of any applicable Subsequent City Approvals which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages.

Section 7.7. Waiver of Damages Against City. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer's remedies under this Agreement shall be limited to specific performance.

ARTICLE 8

MORTGAGEE PROTECTION

Section 8.1. Mortgagee Protection. No breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust with respect to the Properties. All of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 8.2. Notice of Default to Mortgagee and Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure, or to commence to cure, the event of default set forth in City's notice.

ARTICLE 9

ANNUAL REVIEW; DEFAULT

Section 9.1. Annual Review. The City Manager or his or her appointee shall, at least every twelve (12) months during the Term of this Agreement, review the extent of substantial, good faith compliance of Developer and City with the terms of this Agreement, pursuant to Government Code Section 65865.1. At the time of such annual review, Developers shall provide such information as may be reasonably requested by the City Manager to ascertain compliance with this Agreement. Developers shall provide such information within thirty (30) days of receiving City Manager's request for information. A finding by the City Manager of good faith compliance with this Agreement shall conclusively determine such good faith compliance only up to the date of such review. Where the City Manager, on the basis of substantial evidence, finds that Developer has not complied with the terms of this Agreement, Developer may appeal such determination to the City Council within ten (10) days of receiving the City Manager's determination. The failure of City to conduct the annual review shall not affect the validity of this Agreement.

Section 9.2. Estoppel Certificates. Upon Developer's request, City shall, with at least thirty (30) days advance written notice, execute, acknowledge and deliver to Developer, Developer's lender, potential investors or assignees, and other necessary parties an "Estoppel Certificate" in writing which certifies that this Agreement is in full force and effect and that there are no breaches or defaults under the Agreement. The City Manager shall be authorized to execute such Estoppel Certificate.

Section 9.3. Default. Failure or unreasonable delay by either Party to perform any term or condition of this Agreement shall constitute default. In the event of default, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such 30-day period, the Party charged shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings. After notice and expiration of the 30-day period, if such default has not been cured or cure is not being diligently pursued in the manner set forth in the notice, the charging Party may at its option: (i) terminate this Agreement, in which event neither Party shall have any further rights against or liability to the other with respect to this Agreement, or (ii) institute legal or equitable action to cure or remedy any default,

including but not limited to, an action for specific performance of the terms of this Agreement.

Section 9.4. Withholding of Permits. If Developer has defaulted after all applicable notice and cure periods have expired, City may, in its sole discretion, refuse to issue or withhold any permit or entitlement for any structure or improvement relating to the Turlock Marketplace Project, including without limitation, a notice of completion, building permit, sign permit, grading permit, or occupancy certificate.

Section 9.5. Default by City. If City defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Turlock Marketplace Project or any phase thereof, nor shall resulting failures or delays in Developer's performance constitute grounds for termination of this Agreement.

Section 9.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, terrorism, strikes, walkouts, riots, floods, earthquakes, fires, casualties, pandemics, epidemics, acts of God, governmental restrictions imposed where mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, economic collapse, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon by the Parties.

ARTICLE 10

ADMINISTRATION OF AGREEMENT

Section 10.1. Administration of Agreement. The City Manager or his or her designee is responsible for the interpretation and administration of the provisions of this Agreement. Should a disagreement arise between the Parties with respect to the interpretation or administration of any provision of this Agreement, Developer and the City Manager (or his or her designee) shall meet and confer in good faith to discuss resolution of such disagreement within thirty (30) days after notice from either party. If the Parties are unable to reach a mutually-agreeable resolution, the City Manager's decision may thereafter be appealed to the City Council within fifteen (15) days of the City Manager's decision.

Section 10.2. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties and any amendment must be in writing, as provided below:

(a) **Major Amendment.** The City Council shall approve any major amendment to the Agreement. An amendment shall be deemed a "major amendment" if it constitutes a material change to City's financial obligations (with City Manager having the sole discretion to determine what constitutes a "material change"). Any major amendment shall comply with the procedures of the Development Agreement Statute.

(b) Minor Amendment. The Parties acknowledge that development of the Turlock Marketplace Project and the details of performance by the Parties require administrative flexibility. The City Manager shall have the authority to approve minor amendments to this Agreement. An amendment shall be deemed a “minor amendment” if it is not a major amendment and does not incur any financial obligation that exceeds the City Manager’s authority. If City and Developer mutually agree that a minor amendment is appropriate, they shall effectuate the minor amendment through an operating memorandum approved by the Parties with the City Manager acting on behalf of City. An executed operating memorandum shall become effective immediately. Each operating memorandum shall be attached to this Agreement as an addendum and become a part of this Agreement. Unless otherwise required by law, a minor amendment shall not require any notice or hearing.

Section 10.3. Streamlined Implementation. [Intentionally Omitted.]

Section 10.4. Assignment and Assumption.

(a) Developer shall have the right to sell, assign, or transfer all or any part of its rights, title and interests in all or a portion of the Property to any person, firm, or corporation during the Term of this Agreement. Any sale, assignment, or transfer of all of this Agreement must be done in writing and in a form substantially similar to the “Assignment and Assumption Agreement” attached hereto as **Exhibit C**. Any sale, assignment, or transfer of only a part of this Agreement must be done in writing and in a form substantially similar to the “Partial Assignment and Assumption Agreement” attached hereto as **Exhibit D**. In any such sale, assignment, or transfer, the successor to the transferred Property shall expressly assume all applicable obligations under this Agreement. Any assignee of Developer shall be subject to all the benefits and burdens of this Agreement.

In the event of any partial assignment of this Agreement: (i) the assignee under such partial assignment shall be liable only for the obligations under this Agreement that pertain to the portion of the Property transferred to such assignee; (ii) neither assignor, assignee, nor other Developer party to the Agreement shall have joint and several liability for the obligations or liabilities of the other under this Agreement; and (iii) no breach or default by such party of its respective obligations under the Agreement shall be deemed, interpreted or construed to be a breach or default by the other party.

(b) Developer shall provide City with written notice of sale, assignment, or transfer of all or a portion of the Property at least thirty (30) days in advance of such action, subject to approval by the City Manager, whose consent shall not be unreasonably withheld. Upon execution of an Assignment and Assumption Agreement or Partial Assignment and Assumption Agreement, Developer shall be relieved of any obligations under this Agreement relating to the transferred Property. After execution of an Assignment and Assumption Agreement or Partial Assignment and Assumption Agreement, Developer shall send a copy of such agreement to the City Clerk.

Section 10.5. Notices. Any notice or communication required hereunder among 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 registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) 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 or communications shall be given to the Parties at the addresses set forth below. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address listed below to which such notice or communication shall be given.

If to City:

City of Turlock
156 S. Broadway
Turlock, California 95380
Attn: City Manager & Development Services
Director
Email: rwilson@turlock.ca.us &
AWerner@turlock.ca.us

with copy to:

City of Turlock
Attn: City Attorney
156. S. Broadway
Turlock, California 95350
Email: CityAttorney@turlock.ca.us

If to Developer:

Turlock Marketplace, LLC
Attn: Mark Enes and Joshua Stark
7919 Folsom Blvd., Suite 120
Sacramento, CA 95826
Email: mark@advalproperties.com;
joshua@advalproperties.com

ARTICLE 11 **TERMINATION**

Section 11.1. Termination Upon Completion of Development. This Agreement shall terminate upon the earlier of (i) upon expiration of the Term, or (ii) upon Developer's

notification to the City of its desire to terminate the Agreement so long as City determines that all material obligations of Developer under the Agreement have been fulfilled or satisfied. Upon termination of this Agreement, City shall record a notice of such termination in a form substantially similar to the "Notice of Termination" attached hereto as **Exhibit E**. Termination of this Agreement shall eliminate any further obligation of the Parties to comply with the terms of this Agreement. Termination of this Agreement shall not, however, eliminate the rights of any Party to seek any applicable and available remedies or damages based upon acts or omissions occurring prior to said termination.

Section 11.2. Other Termination. City is entering into this Agreement with Developer based upon Developer's representations and the public benefits City has determined exist for its economic development goals based upon these representations. If Turlock Marketplace, LLC does not become the fee owner of the Property by December 31, 2025 then City shall have the right to terminate this Agreement.

ARTICLE 12

STANDARD TERMS AND CONDITIONS

Section 12.1. Standard Terms and Conditions.

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

(b) Waiver. No Party shall be deemed to have made any waiver of any breach of any term, condition or covenant unless said waiver is in writing and signed by the Party so waiving. Such waiver by any Party shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition.

(c) Integration. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto. Unless set forth herein, neither Party shall be liable for any representations made, express or implied, which are not specifically set forth herein.

(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 Turlock Marketplace Project and the Properties.

(e) 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.

(f) Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

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

(h) Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

(i) Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title or interest to any portion of the Property shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property, and all rights and interests of such person in the Property shall be subject to the terms, requirements and provisions of this Agreement.

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

(k) Further Acts; Other Documents. The 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 and to perform any further acts, as may be necessary and convenient to fulfill the purposes and objectives of this Agreement.

(l) Time is of the Essence. Time is of the essence in this Agreement in each covenant and term and condition herein.

(m) Authority. Any developer party executing this Agreement certifies, in his/her/their individual or corporate capacity that (i) they have legal or equitable title to the applicable parcels subject to this Agreement; (ii) they are authorized to enter into this Agreement, and (iii) they have complied with all requirements under state or federal law for such person or entity to execute this Agreement.

(n) Joint Preparation. All Parties to this Agreement have negotiated it at length and have had the opportunity to consult with and be represented by their own competent counsel. Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(o) Attorney's Fees and Costs. In the event one of the Parties commences litigation for specific performance or damages for breach of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs incurred, in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as set forth above.

CITY:

DEVELOPER:

CITY OF TURLOCK,
a California municipal corporation

TURLOCK MARKETPLACE, LLC,
a California limited liability company

By: _____
Reagan M. Wilson, City Manager

By: _____
Mark Enes

Its: _____

Date: _____

ATTEST:

By: _____
Nichole Fiez, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

Date: _____

SCHEDULE OF EXHIBITS

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description of Properties
Exhibit B	Depiction of Properties and West Tuolumne Road Access Point
Exhibit C	Form of Assignment and Assumption Agreement
Exhibit D	Form of Partial Assignment and Assumption Agreement
Exhibit E	Form of Notice of Termination
Exhibit F	Revised Standards and Specifications

Exhibit A

Legal Description of the Properties

The land referred to herein is situated in the State of California, County of Stanislaus, City of Turlock and described as follows:

PARCEL 1:

THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1002.4 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1103.38 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1000 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH ALONG SAID EAST LINE 1103.38 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 21, 1970 [IN VOLUME 2338 OF OFFICIAL RECORDS, AT PAGE 874, AS INSTRUMENT NO. 23211.](#)

ALSO EXCEPTING ALL THAT PORTION OF THE ABOVE DESCRIBED PROPERTY FOR PUBLIC ROAD PURPOSES ACQUIRED BY THE CITY OF TURLOCK, BY FINAL ORDER OF CONDEMNATION RECORDED AUGUST 25, 2004, AS [INSTRUMENT NO. 2004-0139270-00](#), AND BEING DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9; THENCE SOUTH 0° 08' 48" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 9 A DISTANCE OF 30.03 FEET TO THE EXISTING SOUTH LINE OF TUOLUMNE ROAD AS DESCRIBED IN DEED TO STANISLAUS COUNTY RECORDED MARCH 16, 1906 IN VOLUME 71 OF DEEDS, AT PAGE 260, STANISLAUS COUNTY RECORDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 42' 36" WEST ALONG SAID EXISTING SOUTH LINE OF TUOLUMNE ROAD A DISTANCE OF 512.91; THENCE SOUTH 0° 02' 00" EAST 144.07 FEET; THENCE SOUTH 5° 33' 47" EAST 116.11 FEET TO A POINT ON A NON-TANGENT CURVE TO WHICH A RADIAL LINE BEARS SOUTH 84° 26' 13" WEST FROM THE CENTER; THENCE SOUTHEASTERLY 257.27 FEET ALONG SAID NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 900.00 FEET AND A CENTRAL ANGLE OF 16° 22' 41"; THENCE SOUTH 19° 10' 04" EAST 60.96 FEET TO A POINT ON A NON-TANGENT CURVE TO WHICH A RADIAL LINE BEARS SOUTH 64° 12' 05" WEST FROM THE CENTER; THENCE 96.80 FEET ALONG SAID NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 905.00 FEET AND A CENTRAL ANGLE OF 6° 07' 42"; THENCE SOUTH 12° 50' 37" WEST 21.22 FEET; THENCE SOUTH 32° 09' 23" EAST 84.01 FEET; THENCE SOUTH 77° 09' 23" EAST 21.21 FEET; THENCE SOUTH 32° 09' 23" EAST 95.00 FEET; THENCE SOUTH 36° 55' 12" EAST 60.21 FEET; THENCE SOUTH 32° 09' 23" EAST 8.11 FEET;

THENCE SOUTHEASTERLY 377.78 FEET ALONG A TANGENT CURVE, CONCAVE TO THE
 SOUTHWEST, HAVING A RADIUS OF 860.00 FEET AND A CENTRAL ANGLE OF 25° 10' 08";
 THENCE SOUTH 6° 59' 15" EAST 118.02 FEET; THENCE SOUTH 0° 09' 07" WEST 123.40 FEET;
 THENCE SOUTH 5° 20' 49" EAST 52.18 FEET TO THE NORTH LINE OF COUNTRYSIDE DRIVE AS
 SHOWN ON MAP FILED IN BOOK 45 OF PARCEL MAPS, AT PAGE 27, STANISLAUS COUNTY
 RECORDS; THENCE NORTH 89° 50' 27" EAST ALONG SAID NORTH LINE OF COUNTRYSIDE DRIVE
 A DISTANCE OF 73.84 FEET TO SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 9;
 THENCE NORTH 0° 08' 48" EAST ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF
 SECTION 9 A DISTANCE OF 342.44 FEET TO A POINT ON A NON- TANGENT CURVE TO WHICH A
 RADIAL LINE BEARS NORTH 81° 53' 19" EAST FROM THE CENTER; THENCE 21.28 FEET ALONG
 SAID NON-TANGENT CURVE, CONCAVE TO WEST, HAVING A RADIUS OF 500.00 FEET AND A
 CENTRAL ANGLE OF 2° 26' 17" TO A POINT OF COMPOUND CURVE; THENCE 362.3 FEET ALONG
 SAID COMPOUND CURVE, CONCAVE TO THENCE NORTHEASTERLY 16.45 FEET ALONG SAID
 COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 40.00 FEET AND A
 CENTRAL ANGLE OF 23° 33' 46"; THENCE NORTH 12° 11' 56" EAST 34.26 FEET; THENCE
 NORTHERLY 19.58 FEET ALONG A TANGENT CURVE CONCAVE TO THE WEST, HAVING A
 RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 18° 41' 37" TO A POINT OF REVERSE CURVE;
 THENCE NORTHERLY 38.56 FEET ALONG SAID REVERSE CURVE, CONCAVE TO THE EAST,
 HAVING A RADIUS OF 781.00 FEET AND A CENTRAL ANGLE OF 2° 49' 43" TO A POINT OF
 REVERSE CURVE; THENCE NORTHERLY 20.22 FEET ALONG SAID REVERSE CURVE, CONCAVE
 TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 19° 18' 19";
 THENCE NORTH 22° 58' 18" WEST 32.80 FEET; THENCE NORTHERLY 16.01 FEET ALONG A
 TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL
 ANGLE OF 22° 56' 18"; THENCE NORTH 0° 02' 00" WEST 114.16 FEET; THENCE NORTH 44° 58' 00"
 EAST 21.21 FEET; THENCE NORTH 89° 58' 00" EAST 100.26 FEET; THENCE NORTH 86° 41' 43"
 EAST 262.79 FEET; THENCE NORTH 89° 58' 00" EAST 28.25 FEET TO A POINT ON THE SAID EAST
 LINE OF THE SOUTHWEST QUARTER OF SECTION 9; THENCE NORTH 0° 08' 48" EAST ALONG
 SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, A DISTANCE OF 9.98 FEET TO
 THE POINT OF BEGINNING. THE SOUTHWEST, HAVING A RADIUS OF 960.00 FEET AND A
 CENTRAL ANGLE OF 21° 36' 25"; THENCE NORTH 32° 09' 23" WEST 7.69 FEET; THENCE A NORTH
 27° 23' 34" WEST 60.20 FEET; THENCE NORTH 32° 09' 23" WEST 205.82 FEET; THENCE
 NORTHWESTERLY 88.21 FEET ALONG A TANGENT CURVE, CONCAVE TO THE NORTHEAST,
 HAVING A RADIUS OF 795.00 FEET AND A CENTRAL ANGLE OF 6° 21' 49" WEST 53.73 FEET TO A
 POINT ON A NON-TANGENT CURVE; THENCE NORTHERLY 147.88 FEET ALONG SAID NON-
 TANGENT CURVE TO WHICH A RADIAL LINE BEARS SOUTH 68° 03' 32" WEST FROM THE
 CENTER, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL
 ANGLE OF 10° 35' 27" TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY 16.45
 FEET ALONG SAID COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF
 40.00 FEET AND A CENTRAL ANGLE OF 23° 33' 46"; THENCE NORTH 12° 11' 56" EAST 34.26 FEET;
 THENCE NORTHERLY 19.58 FEET ALONG A TANGENT CURVE CONCAVE TO THE WEST, HAVING
 A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 18° 41' 37" TO A POINT OF REVERSE
 CURVE; THENCE NORTHERLY 38.56 FEET ALONG SAID REVERSE CURVE, CONCAVE TO THE
 EAST, HAVING A RADIUS OF 781.00 FEET AND A CENTRAL ANGLE OF 2° 49' 43" TO A POINT OF
 REVERSE CURVE; THENCE NORTHERLY 20.22 FEET ALONG SAID REVERSE CURVE, CONCAVE
 TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 19° 18' 19";
 THENCE NORTH 22° 58' 18" WEST 32.80 FEET; THENCE NORTHERLY 16.01 FEET ALONG A
 TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL
 ANGLE OF 22° 56' 18"; THENCE NORTH 0° 02' 00" WEST 114.16 FEET; THENCE NORTH 44° 58' 00"
 EAST 21.21 FEET; THENCE NORTH 89° 58' 00" EAST 100.26 FEET; THENCE NORTH 86° 41' 43"
 EAST 262.79 FEET; THENCE NORTH 89° 58' 00" EAST 28.25 FEET TO A POINT ON THE SAID EAST
 LINE OF THE SOUTHWEST QUARTER OF SECTION 9; THENCE NORTH 0° 08' 48" EAST ALONG
 SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, A DISTANCE OF 9.98 FEET TO
 THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF TURLOCK, BY DEED RECORDED NOVEMBER 10, 2004, AS [DOCUMENT NO. 2004-0186122-00](#), STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE EXTERIOR BOUNDARIES OF THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JUNE 25, 1995, IN [BOOK 47 OF PARCEL MAPS, AT PAGE 30](#), STANISLAUS COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION LYING WITH THE EXTERIOR BOUNDARIES OF THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 17, 2018, IN [BOOK 57 OF PARCEL MAPS, AT PAGE 73](#), STANISLAUS COUNTY RECORDS.

PARCEL 2:

PARCEL 11 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JUNE 28, 1995 IN [BOOK 47 OF PARCEL MAPS AT PAGE 30](#), STANISLAUS COUNTY RECORDS.

PARCEL 2A:

NON-EXCLUSIVE EASEMENTS, RIGHTS, PRIVILEGES, TERMS, CONDITIONS AND RESTRICTIONS AS SET OUT IN THE DECLARATION OF RESTRICTIONS RECORDED AUGUST 14, 1992, AS INSTRUMENT NO. 076987, AND IN THE DECLARATION RECORDED OCTOBER 14, 1994 AS [INSTRUMENT NO. 94-098115-00](#), OFFICIAL RECORDS OF STANISLAUS COUNTY, CALIFORNIA.

PARCEL 3:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH AND EAST OF THE NORTHEAST LINE OF THAT CERTAIN REAL PROPERTY CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MARCH 9, 1971, IN VOLUME 2382 OF OFFICIAL RECORDS, AT PAGE 21.

APN: 088-016-001-000, 088-010-024-000, 088-010-052-000

(End of Legal Description)

Exhibit B

Depiction of Property and Depiction of West Tuolumne Road Access Point

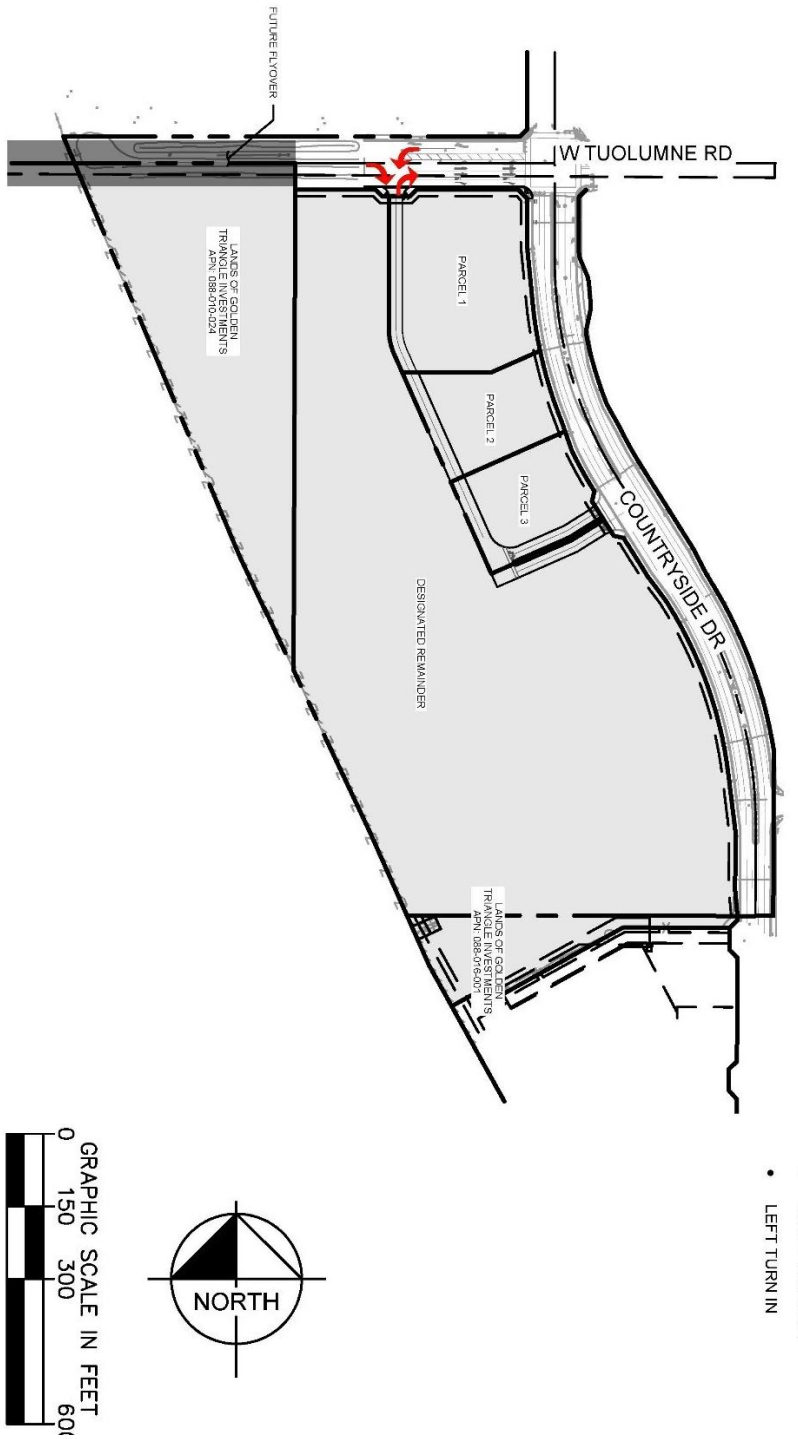


Exhibit C

Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

City of Turlock
156 S Broadway
Turlock, CA 95380
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code § 6103

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between Turlock Marketplace, LLC ("Assignors"), and the _____ ("Assignee").

RECITALS

A. On _____, 20____, Assignor and the City of Turlock (the "City") entered into that certain agreement entitled "Development Agreement by and between the City of Turlock, a California municipal corporation and Turlock Marketplace, LLC (Turlock), Inc. relating to the improvement, development, and use of real property to operate a retail commercial shopping center business (the "Development Agreement"), originally recorded upon Stanislaus County Assessor's Parcel Numbers 088-016-001-000, 088-010-024-000, and 088-010-052-000 the properties constitute approximately 29.42 acres as legally described on Exhibit A (the "Property").

B. Section 10.4 of the Development Agreement prohibits the sale, assignment, or transfer by Assignor of any portion of Assignor's interests, rights, or titles described in that section of the Development Agreement ("Assignable Rights") to a third party without prior written approval by the City Manager of the City of Turlock (the "City Manager").

C. Assignor intends to assign, and Assignee intends to assume, the Assignable Rights under the Development Agreement.

D. In accordance with the terms of the Development Agreement, Assignor has provided to the City Manager a written request for consent to assignment. The City Manager has received the information he or she deems appropriate and consulted with the City Attorney for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement. This Agreement is intended to meet the requirements of Section 10.4 of the Development Agreement for an Assignment and Assumption Agreement and is executed with the consent of the City Manager as contemplated in the Development Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing Recitals are true and incorporated herein by this reference

as though set forth in full.

2. Assignor hereby assigns to Assignee all of the Assignable Rights of Assignor under the Development Agreement.

3. Assignee hereby assumes all of the burdens and obligations of Assignor under the Development Agreement and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this Agreement, Assignee shall become substituted for Assignor as the "Developer" under the Development Agreement. Assignor shall thereafter be relieved of its obligations under the Development Agreement.

4. This Agreement shall take effect and be binding only upon the City Manager's consent to and approval of the Agreement.

5. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement. Assignee acknowledges that the Assignable Rights are as set forth in Section 10.4 of the Development Agreement, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that City is not party to such other agreements.

6. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[Signatures on the Following Page]

ASSIGNOR

Turlock Marketplace, LLC, a California limited liability company.

By: _____
Mark Enes,
Its: Owner

Date: _____

ASSIGNEE

_____, a _____

By: _____
_____,
Its: _____

Date: _____

CITY:

City of Turlock,
a California municipal corporation

By: _____
Name:
Its: City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
_____, City Attorney
Date: _____

[NOTARY ACKNOWLEDGEMENTS AND ANY EXHIBITS TO BE INSERTED]

Exhibit D

Form of Partial Assignment and Assumption Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Turlock
156 S Broadway
Turlock, CA 95380
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code § 6103

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is entered into this _____ day of _____, 20____, by and between Turlock Marketplace, LLC ("Assignor"), and _____ ("Assignee").

RECITALS

A. On _____ 20____, Assignor and the City of Turlock (the "City") entered into that certain agreement entitled "Development Agreement" by and between the City of Turlock, a California municipal corporation and Turlock Marketplace, LLC, a California limited liability company, relating to the improvement, development, and use of real property to operate a retail and commercial shopping center business (the "Development Agreement"), originally recorded upon Stanislaus County Assessor's Parcel Numbers 088-016-001-000, 088-010-024-000, and 088-010-052-000, and the properties constitute approximately 29.42 acres as legally described on Exhibit A (the "Property").

B. Section 10.4 of the Development Agreement prohibits the sale, assignment, or transfer by Assignor of any portion of Assignor's interests, rights, or titles described in that section of the Development Agreement ("Assignable Rights") to a third party without prior written approval (not to be unreasonably withheld) by the City Manager (the "City Manager") of the City of Turlock ("City").

C. On or before the date of this Agreement, Assignee has become fee owner of a portion of the Property legally described on Exhibit B (the "Assignee Property").

D. In connection with Assignee's ownership of the Assignee Property, Assignor intends to partially assign, and Assignee intends to assume, the Assignable Rights under the Development Agreement burdening and benefiting the Assignee Property (the "Assigned Rights").

E. In accordance with the terms of the Development Agreement, Assignor has provided to the City Manager a written request for consent to assignment. The City Manager has received the information he or she deems appropriate and consulted with the City Attorney for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement. This Agreement is intended to meet the requirements of Section 10.4 of the Development Agreement for

an Assignment and Assumption Agreement and is executed with the consent of the City Manager as contemplated in the Development Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing Recitals are true and incorporated herein by this reference as though set forth in full.
2. Assignor hereby assigns to Assignee the Assigned Rights under the Development Agreement.
3. Assignee hereby assumes all of the burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Rights and agrees to observe and fully perform all of the duties and obligations of Assignor as to the Assigned Rights under the Development Agreement, and to be subject to all the terms and conditions thereof. Assignor is hereby released from its obligations as it relates to the Assigned Rights.
4. Upon the execution of this Agreement: (i) the Assignee shall be liable only for the obligations under the Development Agreement that pertain to the Assigned Rights; (ii) neither Assignor, Assignee, nor other party to the Development Agreement shall have joint and several liability for the obligations or liabilities of the other under the Development Agreement; and (iii) no breach or default by such party of its respective obligations under the Development Agreement shall be deemed, interpreted or construed to be a breach or default by the other party.
5. The City Manager's execution of this Agreement on behalf of the City shall be deemed to be the City Manager's consent to and approval of the Agreement.
6. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement. Assignee acknowledges that the Assignable Rights are as set forth in Section 10.4 of the Development Agreement, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that City is not party to such other agreements.
7. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[Signatures on the Following Page]

ASSIGNOR:

Turlock Marketplace, LLC,
a California limited liability company

By: _____

Mark Enes

Its:

Date: _____

ASSIGNEE:

_____,
a _____

By: _____

Name: _____

Its: _____

Date: _____

CITY:

City of Turlock,
a California municipal corporation

By: _____

Name:

Its: City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

_____, City Attorney

Date: _____

[NOTARY ACKNOWLEDGEMENTS AND ANY EXHIBITS TO BE INSERTED]

Exhibit E

Form of Notice of Termination

Form of Notice of Termination

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN
TO:

City of Turlock
156 S Broadway
Turlock, CA 95380
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code § 6103

NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

DATE: _____, 20__

PARTIES: CITY OF TURLOCK,
a California municipal corporation
156 S Broadway
Turlock, CA 95380
Attn: City Manager

TURLOCK MARKETPLACE, LLC,
a California limited liability company
Attn: Mark Enes and Joshua Stark
7919 Folsom Blvd., Suite 120
Sacramento, CA 95826

THIS NOTICE OF TERMINATION AND RELEASE (the "Release") is being executed by the City of Turlock, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California, on _____, 20__, City recorded a development agreement between City and Turlock Marketplace, LLC, dated _____, 20__ (the "Development Agreement"), relating to the development and operation of a retail commercial business.
- B. Pursuant to Sections 1.6 of the Development Agreement, the term of the Development Agreement expires fifty (50) years from the effective date on

_____, 20____.

- C. Pursuant to Section 11.1 of the Development Agreement, once terminated, the Development Agreement has no further force or effect, unless otherwise set forth in the Development Agreement.

NOW, THEREFORE, City hereby terminates, cancels, and otherwise releases Developer and Developer's heirs, executives, administrators, successors, and assigns from their obligations in the Development Agreement on this ____ of _____, 20____, and relinquishes any right it may hereafter have to enforce any of the terms and provisions set forth in the Development Agreement, unless otherwise set forth in the Development Agreement. This termination, cancellation, and release shall be effective upon the recordation of this Release in the office of the County Recorder for the County of Stanislaus, State of California.

CITY OF TURLOCK,
a California municipal corporation

By: _____
_____, City Manager

Exhibit F

Revised Standards and Specifications Replacing
City's 2016 Standards and Specifications

[To be added by Parties Upon Adoption by City or Incorporated by this Reference
Upon Adoption by City]

City Council Staff Update

January 14th, 2025



From: Nick Showalter, IT Director

Prepared by: Nick Showalter, IT Director

Agendized by: Reagan M. Wilson, City Manager

Subject: Website, Server Migration, EOC, Holidays, Network Connectivity

For December 2024, the Information Technology (IT) Department has the following to report:

Website

The IT Department scheduled the final demonstration with an interested vendor that provides Hosted Website Services for municipalities. City department staff attended the demonstration and were once again requested to provide feedback regarding the proposals and demonstrations from interested vendors. IT Staff are currently reviewing proposals, demonstrations, and feedback to make a final selection.

Server Migrations

IT Staff completed final server migrations from the nearing end-of-life server infrastructure to the new server infrastructure. In total, nearly 100 virtual servers were migrated to the new server infrastructure that has greater storage and computing resources for ongoing growth and needs.

Emergency Operations Center (EOC) Upgrades

IT Staff submitted a draft RFP for EOC audio-visual upgrades to the Purchasing division and received feedback from both the Purchasing and Engineering divisions. IT Staff are assessing and reviewing the feedback.

Holiday Website Services – Santa Truck, Holiday Lights Tour, Parade

IT and GIS Staff worked with the Fire Department on bringing the Santa Truck routes into the City's Geographic Information System (GIS). The Santa Truck routes were posted on the website as an embedded interactive GIS map. IT Staff also worked with the Recreation Division for the Holiday Lights Tour and made an interactive GIS map that highlighted homes, blocks, and organizations that participated in the tour. IT Staff

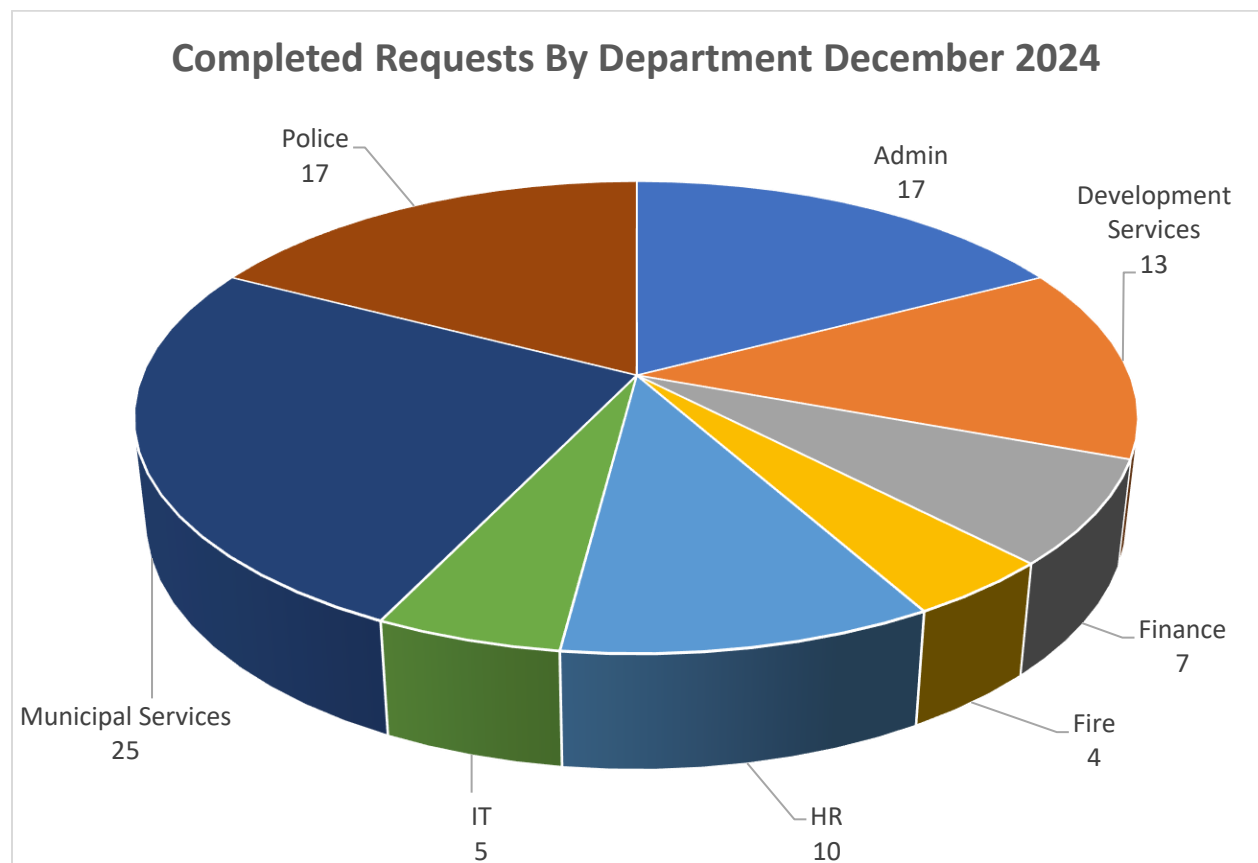
also assisted the Communications and Recreation Division with posting information about the Christmas Parade to the City website.

Remote Site Connectivity

IT Staff are awaiting an updated agreement from a local service provider to review their service offerings to ensure they meet the network connectivity needs at City facilities.

Completed IT Requests*

IT completed **98 requests** for service during the month of December.



*Resolved requests shown are estimated and do not include ad hoc phone and verbal requests or certain long-term projects.



MUNICIPAL SERVICES



MONTHLY REPORT ~ JANUARY 14, 2025 ~

UTILITIES

11	Water Leaks
24	Meter Repair/Replace/Installs
20	Catch Basins Cleaned
6	Sewer Plugs
3	Sewer Main Repairs
16,170 Feet	Total Sewer Footage Cleaned

SRWA



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

WATER PRODUCTION:
DECEMBER 2024

ALL WATER DELIVERED TO CITY OF CERES AND CITY OF TURLOCK MET OR EXCEEDED WATER QUALITY REQUIREMENTS AS MANDATED BY THE STATE OF CALIFORNIA

CITY OF CERES

96.74 Million gallons of water was delivered

**CITY OF
TURLOCK**

130.39 Million gallons of water was delivered

ZERO POSTIVE SYSTEM BACTI SAMPLES

WATER QUALITY CONTROL

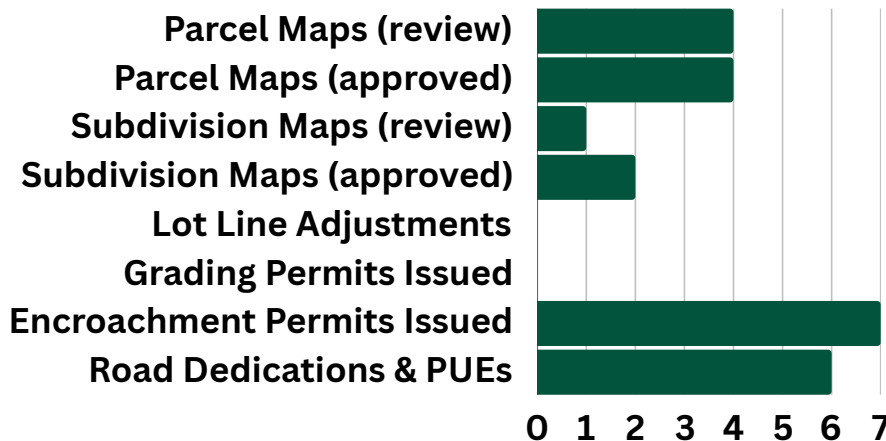
The Environmental Compliance group has installed a new Industrial Monitoring Station under a service contract with Hach Inc. (City Contract No. 2024-089). Industrial Users—those discharging over 25,000 gallons of sewage per day or significantly impacting the Wastewater Treatment Facility—require Waste Discharge Permits per federal, state, and local regulations.

These stations monitor sewer discharge volume, electrical conductivity (salt), and pH levels to ensure compliance. They also collect flow-proportional samples for analysis, aiding the City's federally approved Pretreatment Program, which protects sewer systems and the environment by ensuring pollutants are removed before discharge. The stations support accurate sewer billing based on actual discharge flows and loads.



ENGINEERING

ACTIVE SUBMITTALS

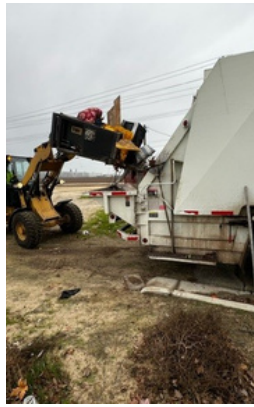


DEVELOPMENT PROJECTS

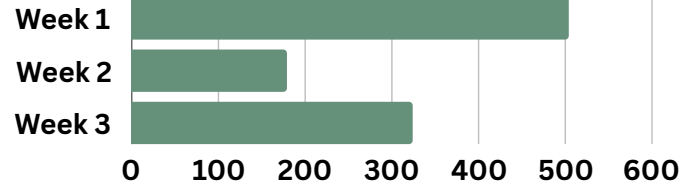
Improvement Plans
In Review: 24

Approved, but
pending other City
requirements: 24

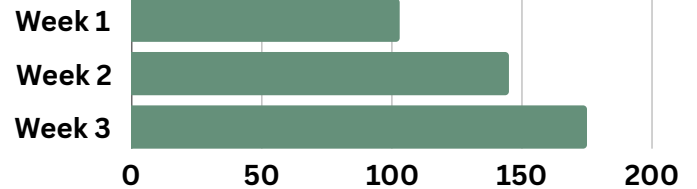
MAINTENANCE



POTHOLES FILLED IN DECEMBER



LEAF PICK-UP PROGRAM, IN TONS



No Week 4 because City Hall was closed from Dec. 21 - Jan. 2.

- Completed irrigation inspections on all timers. and performed many irrigation repairs.
- Replaced 11 swings in playgrounds.
- Performed rodent control at Pedretti Park.
- Added new safety surface material at Denair Park.
- Installed a temporary fence at the armory facility.

RECREATION

ACTIVE PROGRAMS:

- Self-Defense (Winter) - 97 Participants
- Lego Engineers - 16 Participants

OPEN REGISTRATION:

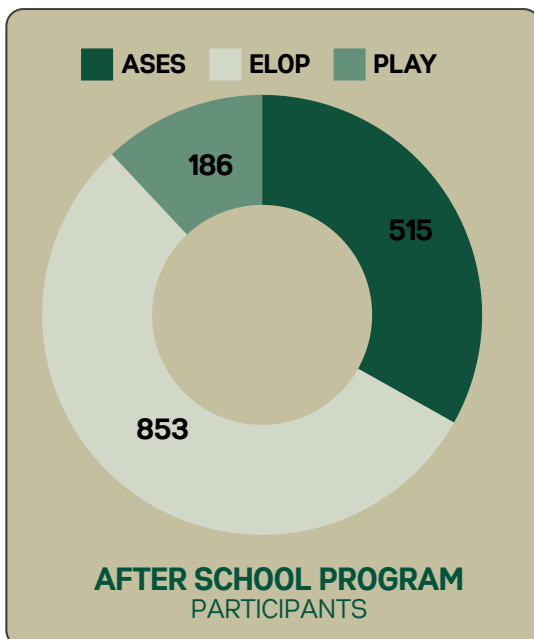
- TBall Baseball
- Pee Wee Baseball
- Tiny Tot Fantasy Baseball Camp
- Self-Defense (Spring)
- Dance

SPECIAL EVENTS:

- **December 6th:** Turlock Downtown Christmas Parade: 87 entries lit up Downtown Turlock's historic Main Street!
- **December 12th:** Sacred Heart hosted its annual Our Lady of Guadalupe celebration, including a parade around Sacred Heart Church.
- **December 14th, 15th, 21st & 22nd:** The Market held its annual Holiday Market on Main Street between First and Market. The event featured over 100 vendors and offered a variety of family activities for the festive season.

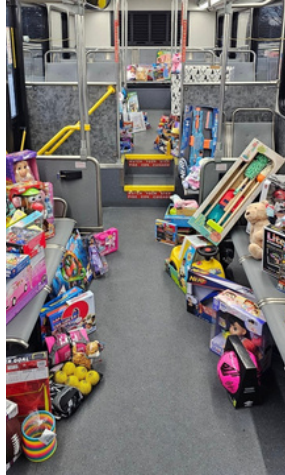


SCAN HERE FOR MORE
INFORMATION ON
RECREATION PROGRAMS!



- **December 9th through 13th:** Holiday Lights Tour. Homes were decorated and competed in a community Christmas competition. Five judges toured the homes and awarded prizes for "Best Light Display" and "Best Décor." Transit provided a free Holiday Lights Tour shuttle for the community to view the registered homes.

TRANSIT



Turlock Transit provided 33,762 fixed route trips during the month of December, during a regional fare-free promotion, including 276 trips on-board the Christmas Parade Carpool Driver Shuttle.

Turlock Transit provided a free, Holiday Lights Shuttle during the week of December 9th, allowing 337 people to see holiday lights displays throughout Turlock, including Christmas Tree Lane.

Transit staff collected more than 100 toys for distribution to local youth in need at the 3rd Annual Stuff the Bus Toy Drive event on 12/13/24. This event was hosted by the City in partnership with Turlock Together and the Salvation Army.

ROADS PROGRAM

Construction activities continue on the four (4) contracts to rehabilitate a total of twenty-two (22) streets.

Bottom mat of asphalt was placed on Wolfe Avenue and N. Center Street (E. Olive Ave. to Monroe Ave.). Paving operations were completed with placement of the top mat of asphalt on Murphy Drive, Kenneth Drive, El Capitan Drive (from Murphy Dr. to Novo Dr.), Lincoln Avenue, N. Thor Street (Monroe Ave. to E. Canal Dr.), and Monroe Avenue.



La Linda Ct.



El Capitan Dr.



N. Center St.



Wolfe Ave.

CONGRATULATIONS TO THE FOLLOWING EMPLOYEES
WHO WERE HIRED OR RECEIVED PROMOTIONS THIS MONTH:

DIEGO AMEZCUA, UTILITY MAINTENANCE WORKER I
DESIREE MORRIS, STAFF SERVICES ASSISTANT

MONTHLY CITY MANAGER'S REPORT

December 2024

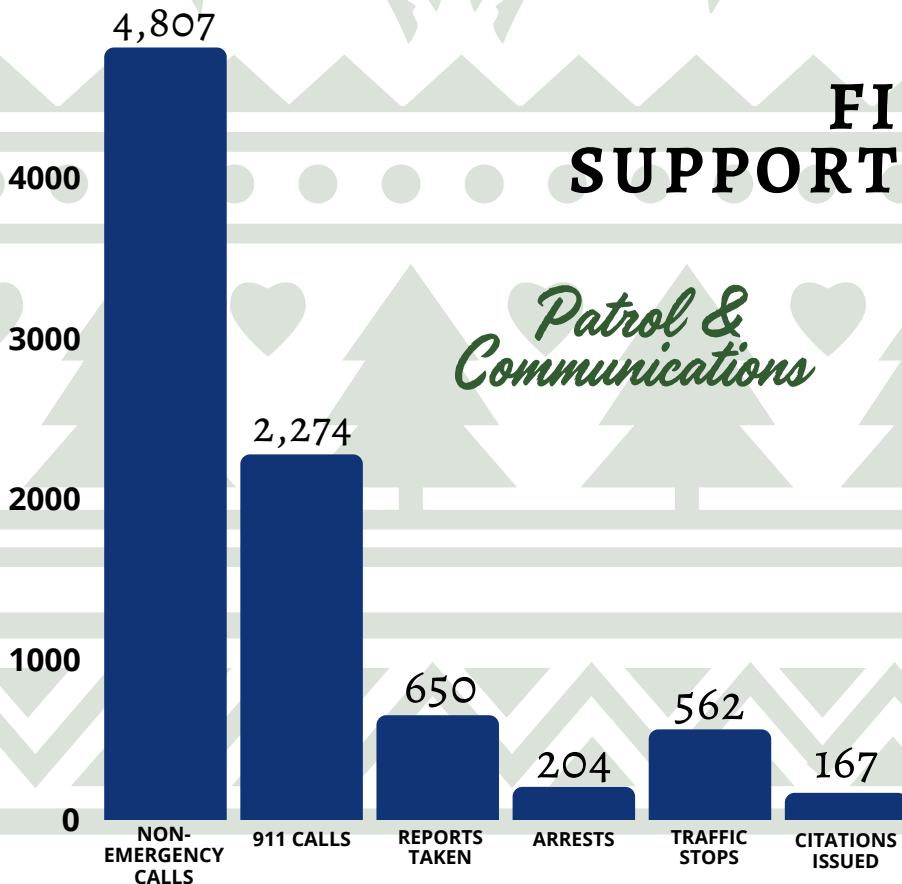


ADMINISTRATION

- Throughout the **month of December**, staff worked hard to bring extra holiday cheer to 36 local families, including 116 children, for Operation Blue Santa! This was made possible by the incredible support from our community. We had 31 amazing sponsors, including Turlock SWAT who sponsored 6 families themselves!
- On **December 9th**, Officer Kevin Sakasegawa was sworn in as our newest lateral police officer. Kevin brings years of experience from the Ceres Police Department.
- On **December 18th**, Officer Ivan Ruiz was sworn in as our newest police officer! Officer Ruiz began his journey with us as a Police Officer Trainee, where he was fully sponsored through the San Joaquin Delta College POST Academy by our department. Now, he's moving on to the next step in his training program, working alongside Field Training Officers (FTOs) as they respond to calls throughout the city.



UPCOMING:
2025 Community Academy

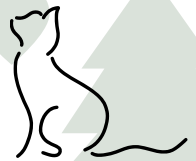


FIELD & SUPPORT OPERATIONS

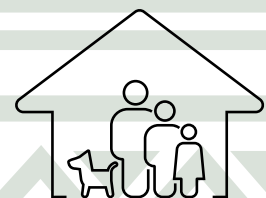
Animal Services



38 DOGS SEIZED



21 CATS SEIZED



50 ANIMALS ADOPTED/RETURNED TO OWNER/TRANSPORTED TO RESCUE.

MONTHLY CITY MANAGER'S REPORT

December 2024

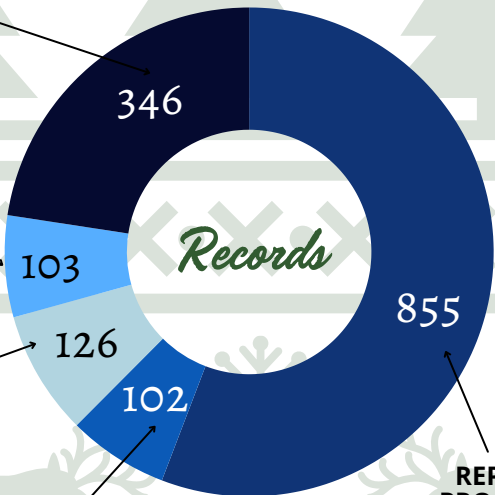


REPORTS
RELEASED

BACKGROUND
LOCAL CHECKS

WARRANTS

CLETS
ENTRIES



Records

REPORTS
PROCESSED

SPECIAL
OPERATIONS

Professional Standards

SCHOOLS
PROCESSED

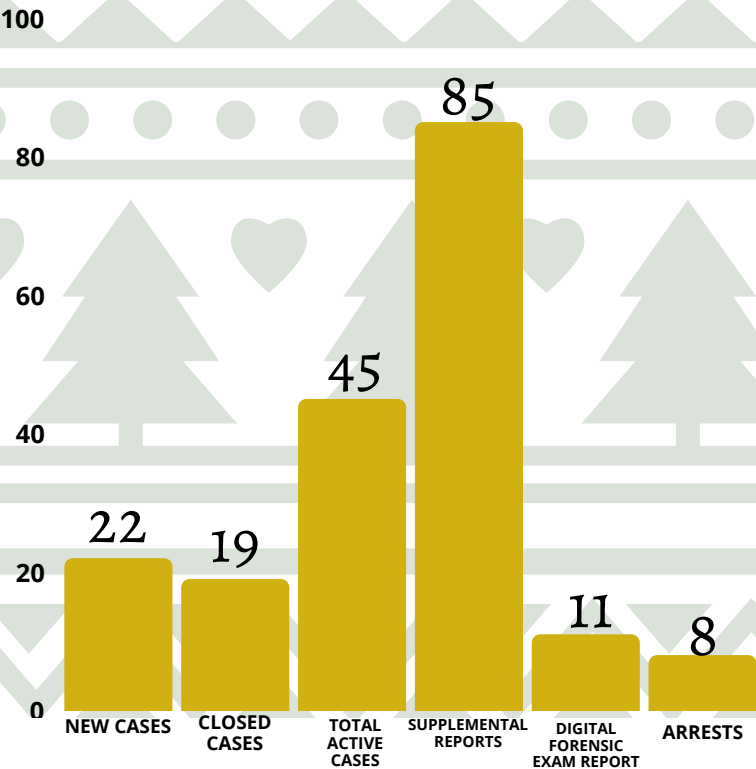
7

MISC.
PERMITS

11

Detectives

Social Media



FACEBOOK
INSTAGRAM

54.7k

376

9.1k

35k

94

9k

REACH

NEW
LIKES / FOLLOWS

PROFILE
VISITS



More December memories!





TURLOCK FIRE DEPARTMENT

December 2024

As we close out the month of December and reflect on the achievements. I would like to highlight some significant events that showcase the dedication and excellence of the Turlock Fire Department.

One of the most memorable moments of the month was our annual Awards Ceremony. This cherished tradition allows us to recognize and celebrate the outstanding contributions and achievements of our personnel who continually go above and beyond in service to our community. Engineer Andru Diniz was awarded Turlock Fire's 2024 "Firefighter of the Year." Engineer Diniz exemplifies the highest standards of professionalism, dedication, and leadership, and this recognition is a testament to his unwavering commitment to our mission. We also had the privilege of honoring several other members of our team: Captain Justin Rossiter and Captain Jeffrey Hernandez were recognized for their exceptional "Customer Service," a reflection of their efforts to enhance our connection and responsiveness to the community. Captain Cody Gold, Captain Eddie Martinez, Firefighter Weston Smith, and Firefighter Conner Blair received the "Chief's Commendation" for their extraordinary contributions and performance that have significantly impacted the department and the city. These awards not only highlight individual accomplishments but also underscore the collective strength and dedication of our team. It is through the hard work and commitment of every member of the Turlock Fire Department that we continue to provide exemplary service to our residents.

Another beloved December tradition is the Turlock Santa Truck, which drives around the city in the nights leading up to Christmas, bringing holiday cheer to our community. This tradition, started in the mid-1980s, continues to be a highlight of the season. I want to extend my heartfelt thanks to Turlock Firefighter Local 2434 for volunteering their time to help with this cherished event. Their dedication to keeping this tradition alive is a testament to their commitment to our community and the spirit of the season.

As we look forward to 2025, I am confident that the Turlock Fire Department will continue to uphold our values of service, integrity, and excellence. Thank you for your ongoing support and partnership in ensuring the safety and well-being of our community.

Wishing you all a happy and safe New Year.

Andrew Hunter

CHIEF'S MESSAGE



OPERATIONS DIVISION - DECEMBER TOTALS



Total Fire (NFIRS
Series 100):
25



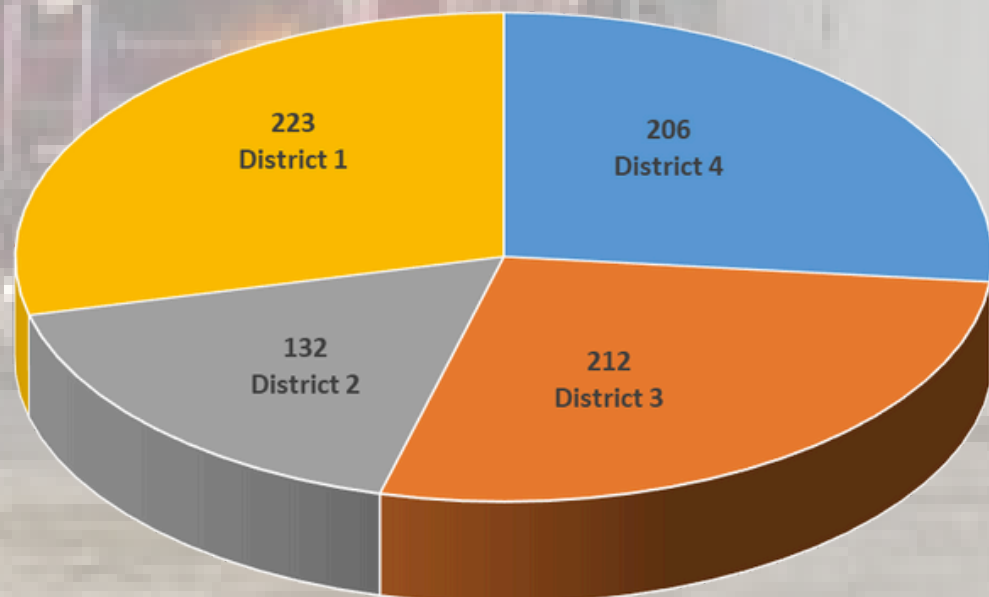
Total EMS:
537



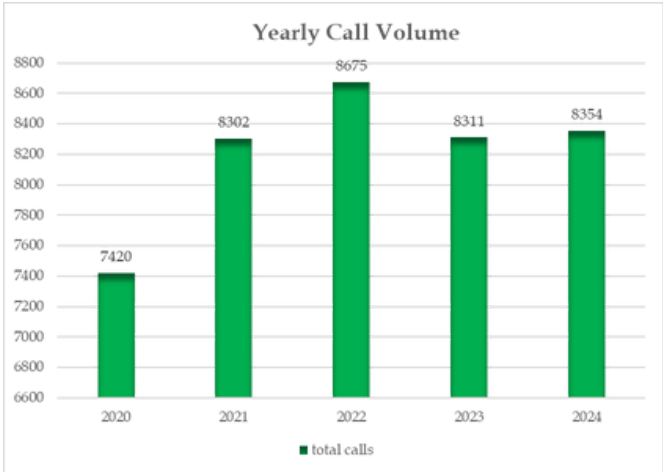
Total MVA:
25



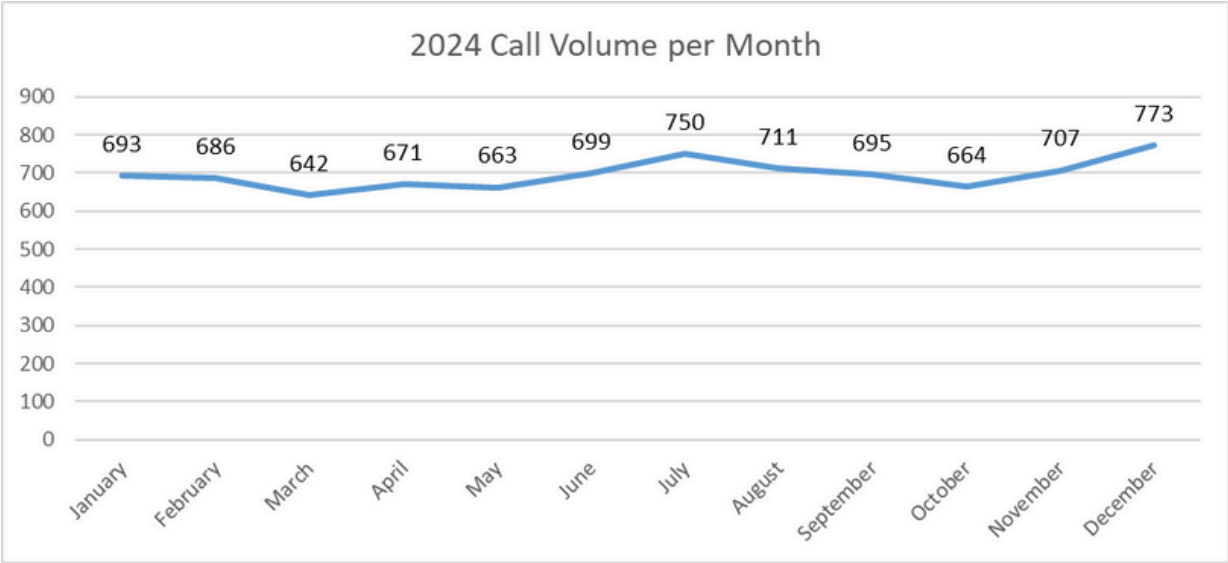
CALLS BY DISTRICT



2024 STATS



	2022	2023	2024
NFIRS Series 100-Fire	416	299	301
NFIRS Series 200-Overpressure Rupture, Explosion, Overheat - no fire	8	5	11
NFIRS Series 300-Rescue & Emergency Medical Service Incidents	5,473	5,479	5,422
NFIRS Series 400-Hazardous Conditions (No fire)	129	134	131
NFIRS Series 500-Service Call	895	845	884
NFIRS Series 600-Good Intent Call	1,332	1,143	1,210
NFIRS Series 700-False Alarm & False Call	417	399	383
NFIRS Series 800-Severe Weather & Natural Disaster	0	1	4
NFIRS Series 900-Special incident type	2	6	3
Not Entered?	3	0	5
Total	8,675	8,311	8,354



FIRE PREVENTION DIVISION

END OF
YEAR
STATS



Type of Inspection	Total
Occupancy	85
Re-inspections	171
Solar	71
Final Fire Alarm	24
Final Fire Sprinkler	16
Green Sheet Plan Reviews	161
Food Vendors	46
STD850 Daycare	13
School Inspections	21
Hydrant Flows	37
Building Finals	83
All other inspections	234



FIRE EXIT





Stanislaus Regional FIU December 2024



DETAILS: During the month of December 2024, the FIU's call volume decreased from the previous month, due to the multiple storm fronts moving in ushering in the colder weather.

The FIU conducted a total of 31 fire investigations during the month (the previous month was 45), the breakdown of calls is as follows:

Calls by jurisdiction: Modesto FD 13, Ceres 2, Oakdale's 2, Salida 0, Turlock city 2, and the County 12.

24 were structure fires, 0 vegetation fires, 4 vehicle fires, and 3 were trash/dumpster/other fires/criminal enforcement actions/investigator follow-ups.

Investigators were able to determine that 5 fires were confirmed arsons, 8 accidental, and 10 were undetermined. Investigators were canceled a total of 7 times.

Investigators reported that 2 arson arrests were made during this period.

There are multiple cases in Turlock, Modesto, and the County jurisdictions where arrest warrants and criminal follow-ups are pending.

The FIU asks that the Fire and LEO jurisdictions direct any arson related video or arson related tip info to their public account: Info@stanfiu.org or 209.525.5530

As always, we remain committed to assisting you with your fire investigation needs during this time.

Please don't hesitate to reach out to your FIU team. #StanFIU

Happy New Years!!

Date	Station	Location	Cause	Dollar Loss *
12/10/2024	32	1320 S. Washington Road		\$0.00
12/26/2024	32	530 N Clinton Road	Undetermined	\$300,000.00

*Dollar loss is estimated and may not account for all aspects of the fire.

Turlock Fire Department

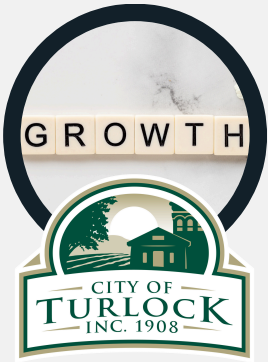
Current Project List



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Fire Engines 31 & 33 Replacement	Harcksen/Mallory	4/2022	2/2025	2 units are in line for delivery in November of 2024 and scheduled to be placed in-service February of 2025
Fire Station 31 SCBA Air Compressor	Mike Harcksen	8/1/2023	3/2025	Compressor has been ordered. Working with City Engineering to make necessary modifications for instillation. 65% complete
Firefighter Academy Start	MST Training	1/28/25	4/14/2025	Turlock Firefighters will be participating in the MST Firefighter Academy. Graduation is tentatively scheduled for May 14 th 2025
New Staffing Program	Packwood	12/2024	4/2025	Moving to an electronic staffing program to replace the current manual system. The new system will allow for automation and include a mobile app.
Purchase New Admin Vehicles	Harcksen	01/2024	1/2025	New Vehicles have arrived. Working on buildout.
Station 32 New Windows	Harcksen	11/2023	4/2025	Scope of work for RFP Complete.
Exterior Paint for Station 22	Harcksen	01/2024	4/2025	Scope of work for RFP Complete.
OES Type 6 Fire Engine Request	Harcksen	05/2024	1/2025	Turlock has been approved to receive a Cal OES Type 6 fire engine. Taking to council to accept the transfer of the engine to Turlock
Replacement Records Management System (RMS)	Packwood	12/2024	9/2025	Current RMS is being discontinued by the vender. Will need to move to a new RMS System.
Turlock Armory	Harcksen	11/2024	TBD	Preping the Turlock Armory for use to upfit the two new fire engines. Also exploring the use of the Armory as a satellite training facility with MST or MJC for EMS Training
Fire Engine 34 and Squad 32 Replacement	Harcksen/Mallory	4/2023	11/2026	2 units are in line for pre-construction in Nov 2025, delivery June 2026 and scheduled to be placed in-service in August 2026
Fire Station 34 bathroom remodel, and station improvements	Mike Harcksen	1/1/2024	TBD	Planning stage and awaiting city to ID an architect to help with scope of work and complete planning phase.
New Ladder Truck	Hunter/Harcksen	11/2024	TBD	Turlock's current Truck is a 2001. Build times for a replacement Truck are 4 ½ years from purchase. Would like to take a proposal to Council by February. We have the funds to purchase.

ECONOMIC DEVELOPMENT & COMMUNICATIONS

Monthly Report - December 2024



The City of Turlock announced Chick-Fil-A is coming to Turlock in 2025!

Business Retention and Expansion (BRE)

Business Retention and Expansion (BRE) is a critical component of economic development. The primary focus of BRE initiatives is to support existing businesses within the City.

Existing businesses contribute significantly to job creation and economic stability. By helping them grow, communities can sustain economic health and reduce the risk of business closures.

During the months of December 2024, City of Turlock Economic Development Department staff met with 13 local businesses.

***Annual Business Retention and Expansion (BRE) Visits: 111 meetings and counting!**
(reporting period is 7/1/2024 - June 30/2025)

Pictured Below:

- Divert, Inc. Grand Opening Celebration on December 4, 2024.
- City of Turlock Mayor Amy Bublak presents Divert, Inc., CEO and Co-Founder Ryan Begin a Certificate of Appreciation.

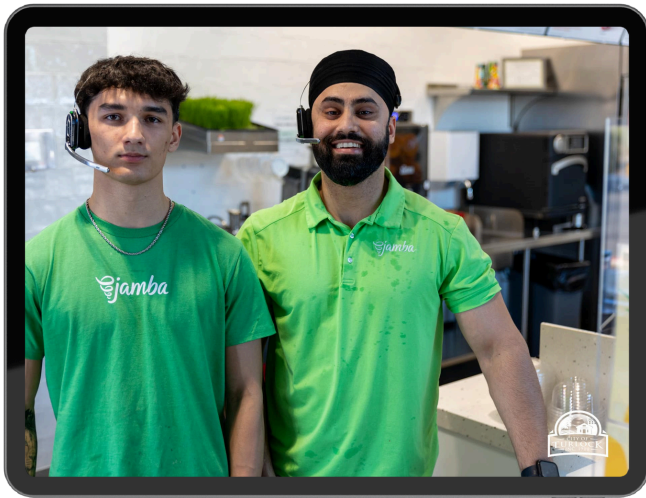


Business Retention and Expansion (BRE)

New Business Spotlight:

New Jamba Juice (with a drive-thru)

2300 W. Main Street, Turlock, CA 95380





Workforce Development - Talent Development

Workforce development within economic development refers to a set of strategies and activities designed to enhance the skills, knowledge, and capabilities of the local labor force to meet current and future economic and industry needs.

It is an important element of economic development because a well-trained and adaptable workforce is vital for attracting and retaining businesses, fostering innovation, and driving economic growth.



Free Fresno State - Parent University Virtual Courses for All Turlock Residents!

The City recently partnered with Fresno State - Parent University to offer no-cost virtual courses to all Turlock residents (of all ages). Upon completion of each 4 week course, participants will receive a certificate from Fresno State University. There were 103 registrations for the first session that started in October 2024.

To register for future courses visit:
<https://cge.fresnostate.edu/oced/parent-university.html>



FEBRUARY 2025

NO COST VIRTUAL CLASSES

REGISTER TODAY

- Classes held Twice Weekly
- Evenings Via Zoom 6:30pm-8:30pm
- Monday/Wednesday Sessions
- Tuesday/Thursday Sessions

CONTACT US

Phone : 559.278.0719
Text : 559.550.5318
Email : parentuniversity@mail.fresnostate.edu
Web : fresnostate.edu/parentuniversity

REGISTER HERE

Visit the Fresno State Parent University website to access the registration form, or scan the QR code.



Digital Literacy 1-4

- English Conversation
- Financial Literacy
- Health and Wellness
- Parenting Skills
- Pathway to College
- Professional Development
- Small Business Development
- Social Emotional Learning
- Spanish Conversation

Classes start the week of February 3rd



Free for Turlock Residents! (All Ages)

Enrollment Dates Below (6 sessions per year)

Fresno State Certificate provided upon completion

FRESNOSTATE
Parent University

2024

JULY	AUGUST	SEPTEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6	1 2 3 4 5 6	1 2 3 4 5 6 7
7 8 9 10 11 12 13	4 5 6 7 8 9 10	8 9 10 11 12 13 14
14 15 16 17 18 19 20	11 12 13 14 15 16 17	15 16 17 18 19 20 21
21 22 23 24 25 26 27	18 19 20 21 22 23 24	22 23 24 25 26 27 28
28 29 30 31	25 26 27 28 29 30 31	29 30

2025

JANUARY	FEBRUARY	MARCH
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6	1 2 3	1 2 3 4 5 6 7
7 8 9 10 11 12 13	4 5 6 7 8 9 10	8 9 10 11 12 13 14
14 15 16 17 18 19 20	11 12 13 14 15 16 17	15 16 17 18 19 20 21
21 22 23 24 25 26 27	18 19 20 21 22 23 24	22 23 24 25 26 27 28
28 29 30 31	25 26 27 28 29 30 31	29 30 31

APRIL

S M T W T F S
1 2 3 4 5
6 7 8 9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30 31

MAY

S M T W T F S
1 2
3 4 5 6 7 8 9
10 11 12 13 14 15 16
17 18 19 20 21 22 23
24 25 26 27 28 29 30

JUNE

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

Legend:

- New Registrations Open
- Class START Week
- Revised/Classroom are either WorkWeek or Turlock Thurs
- Business Days/Classes
- Sessions de inicio
- Revised/Classroom are either WorkWeek or Turlock Thurs

For further information, contact: Anthony Sims
Economic Development Director
City of Turlock
209.668.6031
ASims@turlock.ca.us



Pathway to College



Financial Literacy



Digital Literacy 4

Attraction

Attraction strategies within economic development are designed to draw new businesses, industries, and investments to a region. These strategies typically involve a combination of marketing, incentives, infrastructure development, and partnership-building to create a compelling case for businesses to relocate or expand.

In November 2024, the City of Turlock Economic Development and Development Services staff announced the breaking news that Chick Fil A is coming to Turlock!



Would you like to see a Trader Joe's in Turlock?

The City of Turlock Economic Development team has started a campaign to request a Trader Joe's in Turlock! The City is asking for community members to visit the Trader's website and submit a request for a Trader Joe's in our city.

PLEASE visit the link below to request a Trader Joe's in Turlock!

<https://www.traderjoes.com/home/contact-us/request-a-store>



Business Workshops

Supporting start-ups and entrepreneurs is a strategic investment within economic development. Innovation can drive new ideas, technologies, and create the “Spark” of a new business to open up, resulting in job creation, and adding more value to the local economy. One of the ways that the City of Turlock supports start-ups and entrepreneurs is by providing no-cost business workshops and implement business development programs. Business workshops take place within the City of Turlock monthly, and have different topics and strategies presented by different guest speakers.

City of Turlock Small Business Development & Assistance Program

In collaboration with Pressert Marketing, the City of Turlock’s newly launched Small Business Development and Assistance Program provides strategic consulting and business development strategies to elevate Turlock small businesses. The businesses eligible to participate must be Turlock businesses that have a business license with the City of Turlock, operate out of a commercial location in Turlock, have no more than 50 employees, and not be part of a franchise or corporate chain.

The business development program is limited to 100 businesses and will provide up to \$3,500 (while funds last) for online business ads through Google Search Ads and Meta (Facebook/Instagram) Ads.



City of Turlock
Small Business Development and Assistance Program

GET UP TO
\$3,500
AND/OR
FREE SERVICES
FOR YOUR BUSINESS

| Google Ads |
| Social Media Ads |

For more information on City of Turlock business workshops & business development programs please reach out to:

Anthony Sims - Economic Development Director
ASims@turlock.ca.us

Enroll Here:



Business Workshops

2025 Small Business Funding Expo

Date/Time: 1/29/2025 from 12 p.m. - 1:30 p.m.

Location: Carnegie Arts Center, 250 N. Broadway, Turlock, CA 95380

Register for this FREE IN-PERSON EVENT here:

<http://shorturl.at/ONel9>



SMALL BUSINESS FUNDING EXPO

This no-cost in-person workshop will teach small business owners how to access capital from different funding sources.

Scott Rogalski
Nor Cal SBDC

GUEST SPEAKERS

 Randy Icelow Mocse Credit Union	 Kimberly Bird US Bank	 Jared Steinwert F&M Bank	 Marsha Carr Success Capital
--	--	---	--

Key Discussions & Insights

- ✓ SBA LOANS
- ✓ SMALL BUSINESS CREDIT
- ✓ SMALL BUSINESS LOANS
- ✓ MICRO LOANS



Location:
Carnegie Arts Center
250 N. Broadway, Turlock, Ca

29 January 2025 from 12 PM - 1:30 PM

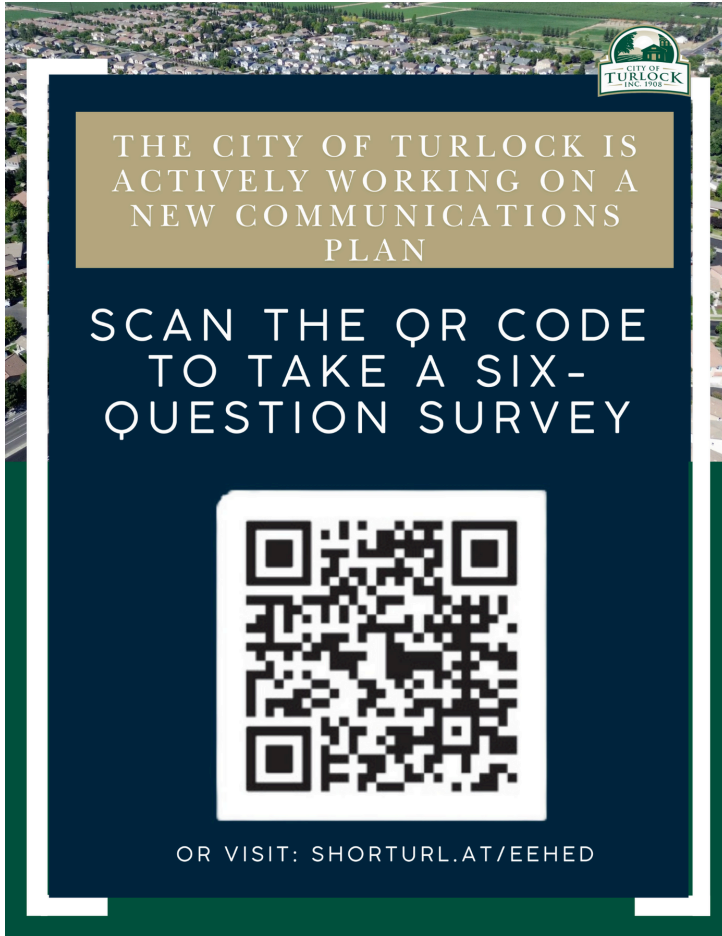
SCAN THE QR CODE

Or Visit:
<https://shorturl.at/ONel9>

Community Events

City of Turlock Communications Plan

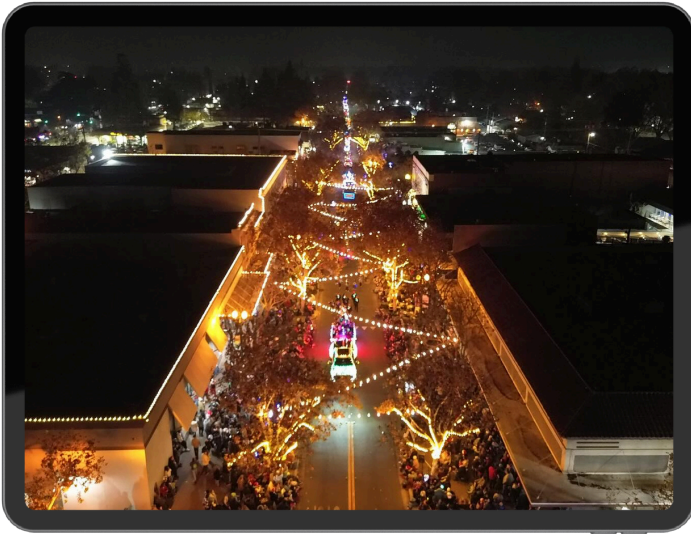
- The City of Turlock is in the beginning stages of putting together a City of Turlock Communications Plan.
- Members of the public are encouraged to share constructive feedback and identify the ways to improve City communication.
- Please take the short six (6) question survey below!
- Stay tuned for exciting updates as our new Communications Plan takes shape in the months ahead.



**Download the
City of Turlock Mobile App**



45th Annual Christmas Parade



Below:

At the last City Council meeting of 2024, outgoing Councilmember/Vice Mayor Pam Franco was recognized for her passion and dedication serving on City Council. Councilmember Franco's four years of service brought transformative progress, including significant growth in city reserves and impactful advancements in Turlock's road improvement program.

The City also welcomed newly elected councilmembers and Treasurer.



Above:

We are proud to recognize Police Chief Jason Hedden for earning the prestigious California POST Executive Certificate!

The California POST Executive Certificate is the highest professional certification for law enforcement executives in our state.

Mayor Amy Bublak surprised Chief Hedden with this honor during the last 2024 City Council meeting.





COMMUNICATIONS UPDATE

Did you know?

You can stay up to date on City of Turlock announcements and information by visiting the following website and social media pages.



<https://www.cityofturlock.org/>

facebook

<https://www.facebook.com/CityofTurlockCityHall>

<https://www.facebook.com/CityofTurlockEconomicDevelopment>

Instagram 

<https://www.instagram.com/city.of.turlock>

LinkedIn

<https://www.linkedin.com/company/city-of-turlock/>

**To stay up to date on FREE business workshops,
resources, and events visit:**

www.cityofturlock.org/businessresources



DEVELOPMENT SERVICES DEPARTMENT

December 2024 - Monthly Report



BUILDING



The Development Services Department continues to strive to provide excellent customer service while ensuring the health, safety, enhancement, and prosperity of our community.



HOUSING



PLANNING





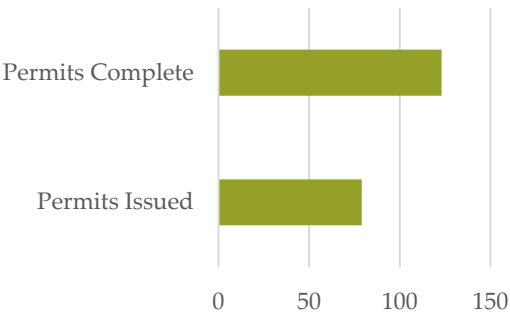
BUILDING

December 2024 - Update

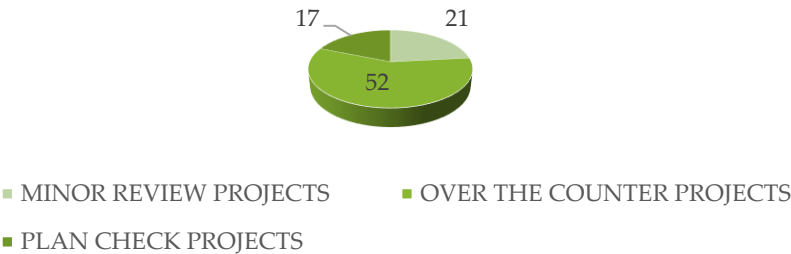
Building Stats

- Projects in active review - 17
- Projects waiting for customer response - 67
- Inspections for Oct – 295

Permits Issued & Completed



Permits Applied



HOUSING DIVISION UPDATE



Housing has moved their confidential records to a locked office to comply with Personally Identifiable Information (PII) regulations.



Staff provided technical assistance to Public Service grantees to assist with reporting requirements.



Staff is working on completing 1 owner-occupied rehab and are in initial stages of beginning another.



Staff met with Turlock PD to map out the hot spot areas for the Unsheltered Homeless Point in Time (PIT) Count focus. The PIT is scheduled to occur Thursday, January 30, 2025.

HOUSING DIVISION FINANCIAL REPORT

Funds with HUD:

Prepared:

1/2/2025

Stanislaus Housing Consortium

CHDO	259,546.65
Administrative Funds	841,307.79
HOME	5,152,798.90
	6,253,653.34

CDBG-CV 759,022.53

CDBG 777,663.06

HOME-ARP

Administrative and Planning Funds	593,395.51
Home Activities Funds	4,524,907.00
	5,118,302.51

Notes:

-Funds stated above do not reflect expenditures that have not been submitted for reimbursement

Funds with California Department of Housing and Community Development:

Permanent Local Housing Allocation (PLHA) 1,011,607.00

Funds with City:

Stan County HOME Lead Consortium Fund 254 -

CDBG (with City) Fund 255 (113,557.23)

HOME Consortium Fund 256 57,199.39

State HOME Fund 257

State Home Funds	2,679,801.52
Cal HOME Program	1,665,399.55
HEAP	91,053.02
	4,436,254.09

Housing Stimulus Fund 258 8,547.14

HOME-ARP Fund 259 (150,303.47)

PLHA-Permanent Local Housing Allocation Fund 260 9,381.45

Successor Agency - LMI Fund 625 1,933,093.62

TOTAL OF ALL FUNDS:	\$ 20,100,863.43
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Notes:

None

Planning Projects

- Jim Reape and Constance Anderson were re-appointed to the Planning Commission for a 4-year term. Bryan Saint and Bryan Tribble were appointed as alternate Planning Commissioners. Mr. Saint and Mr. Tribble will serve a 2-year term as alternates. The commissioners will be sworn in at the January 16th Planning Commission Special Meeting.
- Planning staff issued the land use entitlement for Chik-Fil-A on December 20th. The next steps are for Chik-Fil-A to apply for their building permit with the Building Division and submit their Civil Improvement Plans to the Engineering Division.
- Recruitment for the Planning Manager position closed on December 25th. Interviews are scheduled for January 21st.
- New Applications:
 1. A Minor Administrative Approval (MAA) application was received requesting to increase the height of a CMU wall at 1148 N. Golden State to 9'. The TMC limits the height of walls to 7'; however, Planning staff can approve a 10% increase through a minor exception. The Planning permit was issued December 20, 2024.
 2. A Conditional Use Permit (CUP) application for a storage building located at 506 Dianne Drive. The storage building is intended for personal use for the property owner and not intended for commercial or industrial use. The project is scheduled for the February 6th Planning Commission meeting.
 3. A Variance application requesting to remove the TMC requirement to underground overhead utilities at 1620 N. Tully Road and 2099 Fulkerth Road (intersection of Fulkerth and N. Tully) is scheduled for the February 6th Planning Commission meeting. A Minor Discretionary Permit (MDP 2024-01) was approved in May 2024 approving the development of amenities for Oak Park Apartments.
 4. A CUP application for a kid play zone at 749 N. Golden State Boulevard is scheduled for the February 6th Planning Commission meeting

5. A CUP application for a food truck park located at 2400 Fulkerth Road is scheduled for the March 6th Planning Commission meeting.
6. With the holidays the requests for predevelopment meetings slowed down. The Planning Division hosted 3 predevelopment meetings in December.

DEVELOPMENT



SERVICES DEPARTMENT

Business Permits Applied For

BUSINESS ADDRESS	BUSINESS TYPE	BUSINESS NAME
111 W MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	VANITY
1110 DELBON AVE	ZONING CERTIFICATE/OCCUPANCY INSPECTION	GOLDEN STATE CARE P.C.
113 W MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	MEADOW & ROSE CHILDRENS BOUTIQ
1330 W MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	GROCERY OUTLET
	HOME OCCUPATION PERMIT	STEPHANIE BELLY DANCE LLC
1720 CARNEGIE ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	SERVICE MASTER RESTORATION
	HOME OCCUPATION PERMIT	REFURBISHED TREASURES
203 S GOLDEN STATE BLVD B	ZONING CERTIFICATE/OCCUPANCY INSPECTION	KARALINS BRIDAL COUTURE
229 W CANAL DR	ZONING CERTIFICATE/OCCUPANCY INSPECTION	RUYI MASSAGE
	HOME OCCUPATION PERMIT	BERNADET P. SOPAR
	HOME OCCUPATION PERMIT	MELANIE JOY
3101 GEER RD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	GROCERY OUTLET
	HOME OCCUPATION PERMIT	RICH'S CUSTOM FABs
861 W HAWKEYE AVE	ZONING CERTIFICATE/OCCUPANCY INSPECTION	LIEN VAN'S KV NAILSALON

Economic Development Department

Current Project List

Updated: 1/8/2025



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
PBID Contract – COT and TDPOA	Economic Development	11/2022	10/2023	Completed end of 2023
Sports Complex	Economic Development	2022	On-going	Project team researching land acquisition funding options for a potential site.
Economic Development Strategic Plan Update	Economic Development	12/2023	July 2025	Kosmont Companies awarded RFP in August 2024. Update on project to be provided at 1/28/2025 City Council Meeting.
Business Visitation Program (Goal of 100+ Business meetings annually)	Economic Development	7/1/2024	6/30/2025	111 Meetings as of 1/8/2025
Business Workshops (Goal of 12 – 15 workshops annually)	Economic Development	7/1/2024	6/30/2025	3 completed
City of Turlock Small Business Development and Assistance Program	Economic Development	7/1/2024	1/1/2025	Pressert Marketing selected as consultant to operate program. First month of program launched in August 2024. Consultant has hosted 9 business workshops, had 53 total attendees, and has provided 100 one-one meetings. 54 Grant Applications have been submitted as of 1/8/2025. 54 businesses have been sent the first check in the amount of \$1,750 each.
Annual City of Turlock Job Fair	Economic Development	Annual Event	November 13, 2024	Completed.
Economic Development Attraction Efforts	Economic Development	July 2022	On-going	On-going
Fresno State – Parent University	Economic Development	10/8/2024	7/1/2025	103 Turlock residents have enrolled in October educational sessions. 33 have completed the session and will receive Certificates of Completion. February session is now open for enrollment.

Communications Department

Project List

Updated: 1/8/2025



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
City of Turlock Mobile App	A.Sims, J.Spangler, N.Showalter, W.York	January 2024	Completed May 2024	Completed as of May 2024 "MyTurlock" is free to download in the app store.
City of Turlock Website	Communications Department and I.T. Department	2024	2024/2025	RFP to go out in 2025
Social Media Liaisons Monthly Meetings	J. Spangler	November 2023	On-going	On-going
Communications Plan	A.Sims and J.Spangler	March 2024	February 2025	Slate Communications awarded RFP in July 2024. Project started Sept. 2024. Two community workshops have occurred. Council will be provided an update at the 1/28/2025 City Council meeting.
Social Media – Platforms and Goals	A.Sims and J.Spangler	July 2022	On-going	On-going
Social Media - Instagram	J. Spangler	July 2022	On-going	On-going
Social Media - Facebook	J. Spangler	July 2022	On-going	On-going
Social Media - LinkedIn	J. Spangler	July 2022	On-going	On-going
Other Communications Initiatives (Community Surveys, Councilmembers in their District, A Day in the Life Series, etc.)	A.Sims and J.Spangler	Q1 2024	On-going	On-going