

City Council Special Meeting Agenda



October 30, 2025

2:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor

Amy Bublak

Council Members

Kevin Bixel

Cassandra Abram

Erika Phillips

Rebecka Monez

(Vice Mayor)

Interim City Manager

Sue Borrego

City Clerk

Nichole Fiez

City Attorney

George A. Petrulakis

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

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

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

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

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.

**CITY OF TURLOCK
CITY COUNCIL
SPECIAL MEETING AGENDA
Thursday, October 30, 2025**

Next City Council Resolution: 2025-192

Next Ordinance: 1337-CS

5. PUBLIC PARTICIPATION - LIMITED TO ITEMS LISTED ON THE AGENDA

Pursuant to Government Code Section 54954.3(a), public participation at a special meeting is for the “public to directly address” the City Council concerning any item that has been described in the notice for the special meeting. 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.

6. ACTION ITEMS

- A. Awarding the bid and approving an agreement with New Century Construction and Consulting, Inc. in the amount of \$36,390.00 with a contingency \$5,458.00 for a total project cost of \$41,848.00 for maintenance and repair of 591 Birchwood Way.
- B. Authorizing the City Council to modify signing authority limits for the City Manager and Interim City Manager

7. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

8. ADJOURNMENT

City Council Staff Report
October 30, 2025



From: Susan E. Borrego, Interim City Manager
 Prepared by: Jennifer Figueroa, Housing Program Manager
 Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Awarding the bid and approving an agreement with New Century Construction & Consulting, Inc., in the amount of \$36,390.00, authorizing a contingency amount of \$5,458.00 (15%), for a total project cost of \$41,848.00. \$41,848.00 to be paid from Fund 625 “Successor Agency-LMI” account 625-10-199.47310 “Property Maintenance” for the maintenance and repair of a single-family residential property located at 591 Birchwood Way in Turlock and authorizing the Interim City Manager to sign all necessary documents.

2. DISCUSSION OF ISSUE:

The City of Turlock currently owns five (5) residential properties that were purchased with the intent to rehabilitate the units, as needed, to meet housing quality standards, and transfer the properties either to qualified non-profit agencies to provide and sustain affordable housing units within the City of Turlock or sell the homes to income eligible first-time homebuyers. Of the five (5) properties, one (1) is in acceptable condition and does not require rehabilitation, three (3) are currently being rehabilitated and one (1) requires necessary maintenance and improvements.

On September 22, 2025, Housing Division staff distributed a bid invitation via email to all contractors on the division’s pre-approved contractor’s list. The invitation included a brief description of the property located at 591 Birchwood Way in Turlock. In accordance with the division’s policies and procedures, a walk-through was conducted on September 29, 2025, for interested contractors. During the walk-through, staff provided a scope of work for the property, draft contracts, and addressed any questions from the contractors. By the bid deadline on October 6, 2025, three (3) bids were received.

Bid Summary:

BIDDER	BID AMOUNTS
Zack’s Handyman and Construction	\$ 37,221.00
New Century Construction & Consulting, Inc.	\$ 36,390.00
CAS Construction	\$ 30,200.00

Staff reviewed the bids and presented a recommendation to Council on October 14, 2025 to award the project to the lowest reasonable bidder. It has since been determined that the lowest bidder does not possess the required registration with the California Department of Industrial Relations (DIR) and is therefore ineligible for the award. The previous awarded contract has been terminated. Staff recommends awarding the contract to the next lowest bidder, New Century Construction and Consulting Inc, with a bid amount of \$36,390.00. This project is anticipated to be completed within 21 days of signing the contract.

Staff is requesting a 15% contingency. Due to the cost of the project, staff are requesting an additional contingency to cover unexpected costs.

3. BASIS OF RECOMMENDATION:

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been appropriated in Fund 625 "Successor Agency-LMI" account 625-10-199.47310 "Property Maintenance" for this contract.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This project is using solely state funding. Therefore, NEPA does not apply.

The work proposed does not have the potential to cause a physical change, either directly or indirectly, in the environment. Therefore, in accordance with CEQA Section 15378, this work does constitute a project under CEQA.

8. ALTERNATIVES:

9. ATTACHMENTS:

1. 591 Birchwood Way - New Century Construction



CITY PROJECT CONSTRUCTION AGREEMENT

City Contract No. <2026-081>

THIS AGREEMENT, made and entered into on October 30, 2025, between **City of Turlock** of 156 S. Broadway, Suite 140, Turlock, hereinafter referred to as "OWNER," and New Century Construction of 3208 Liberty Square Parkway, Turlock, California, 95380 holding California State Contractor's License No.# 1081711 Classification B-General Building Contractor and hereinafter referred to as "CONTRACTOR."

In consideration of the following mutual covenants, and conditions, CONTRACTOR and OWNER agree as follows:

Section 1. Description of Work:

The scope of the work to be performed by CONTRACTOR on OWNER's property, located at 591 Birchwood Way, Turlock, shall be as specified in the Work Write-up, dated October 6, 2025, attached here to marked as Exhibit "A," incorporated herein by reference and hereinafter referred to as the "PROJECT," and any properly executed Change Orders made in conformance with Section 5 of this AGREEMENT. All work to be performed pursuant to this AGREEMENT shall be performed in strict conformance with and to the exact standards established in the CITY OF TURLOCK HOUSING AND PROGRAM SERVICES DIVISION REHABILITATION PROGRAM *A GUIDE TO REHABILITATION STANDARDS* Manual attached hereto marked as Exhibit "B" and incorporated herein by this reference as though set forth in full. No oral agreements relative to the work shall be binding on CONTRACTOR or OWNER.

Section 2. Time of Completion:

The CONTRACTOR shall begin work within **three (3)** calendar days of the OWNER's issuance of Order to Proceed, and shall complete the work within **eighteen (18)** calendar days after issuance of the Order to Proceed.

Section 3. CONTRACTOR's Responsibilities:

- a. The CONTRACTOR certifies as part of 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.
- b. The CONTRACTOR shall supervise and direct the work, using its best skill and attention.
- c. The CONTRACTOR shall be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under this AGREEMENT.
- d. The CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.
- e. The CONTRACTOR warrants that all materials and equipment incorporated into the work will be new unless otherwise specified, and that all work will be of good quality.
- f. The CONTRACTOR will pay all sales, consumer, use and similar taxes, and shall secure and pay governmental fees, licenses, and inspections necessary for the proper execution and completion of the work.
- g. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the performance of the work.
- h. The CONTRACTOR shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of the work, the CONTRACTOR shall remove all of the waste materials and rubbish from the work area as well as tools, construction equipment, machinery, and surplus materials.
- i. The CONTRACTOR shall guarantee to OWNER the work performed for a period specified by State law, in any event no less than one (1) year and in compliance with California Civil Code 896 thru Code 917, from the date of final acceptance of all work required by the AGREEMENT.
- j. The CONTRACTOR shall be solely responsible for providing safe conditions for the performance of the work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work.
- k. The CONTRACTOR shall promptly remedy damage and loss to the property to the extent caused in whole or in part by the CONTRACTOR, or by anyone for whose acts it may be liable, except damage or loss attributable to acts or omissions of OWNER or anyone directly or indirectly employed by it, or by anyone for whose acts OWNER may be liable and not attributable to the fault or negligence of the CONTRACTOR.
- l. The CONTRACTOR shall furnish the OWNER with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment under this AG
- m. The CONTRACTOR will be responsible for all materials at the job site prior to, and during installation.

Section 4. OWNER's Responsibilities:

- a. The OWNER shall pay for the building permit(s) cost.
- b. The OWNER shall permit the CONTRACTOR to use, at no cost, existing utilities, such as light, heat, natural gas, power and water necessary to carrying out the completion of the work.
- c. The OWNER shall issue a written Order to Proceed within thirty (30) days from the date of this AGREEMENT.
- d. The OWNER will be entirely responsible for their property and any materials after installation.
- e. The OWNER shall not unreasonably interfere with CONTRACTOR in his execution of the work.
- f. The OWNER shall be familiar with the scope of the work and shall watch over the work in order to be satisfied that it is being carried out in all respects in accordance with the Work Write-up. Notwithstanding the preceding sentence, the CONTRACTOR shall be solely responsible for and have control over the work and shall be responsible to the OWNER for acts and omissions of the CONTRACTOR's employees, subcontractors and other persons or entities performing portion of the work for or on behalf of the CONTRACTOR.

Section 5. Work Change Orders:

The OWNER, without invalidating the Contract, may from time to time, order changes in the work to be performed under the Contract, consisting of additions, deletions or other revisions ("Change Order"). Such changes, including, without limitation, any increase or decrease in the Contract sum or Contract time shall be authorized only by written Change Order signed by the OWNER. No adjustment in the Contract time or Contract sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the CONTRACTOR's prior inspections or inspections that the CONTRACTOR had the opportunity to make or should have performed in connection with the work. In the absence of an executed Change Order, no (1) course of conduct or dealings between the parties, nor (2) express or implied acceptance of alterations or additions to the work, nor (3) any claim that the OWNER has been unjustly enriched by any alterations or addition to the work (whether or not there is in fact any such unjust enrichment) shall be basis for any claim by the CONTRACTOR to increase the Contract sum or to change the Contract time. In the event the CONTRACTOR utilizes any components that reduce the Contract sum, or otherwise reduces the costs of materials necessary to complete the work, then the OWNER shall be entitled to such savings through a deductive Change Order.

Section 6. Public Works and Payment of Prevailing Wage:

- a. *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). All work performed by CONTRACTOR or its

subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. CONTRACTOR and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

- b. In accordance with the provisions of Section 1773.3 of the Labor Code, OWNER shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of CONTRACTOR, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.
- c. *Wages & Hours of Employment.* In the performance of the work under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. CONTRACTOR shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to OWNER for each worker employed in the execution of the Contract by CONTRACTOR or its subcontractor(s), for each calendar day during which any worker is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. CONTRACTOR shall post prevailing wage rates at the Project no later than the first day CONTRACTOR commences performance of the Services under the Contract.

Section 7. Agreed Payment to CONTRACTOR:

OWNER agrees to pay CONTRACTOR for the described work the total sum of Thirty-Six Thousand Three Hundred Ninety Dollars (\$36,390.00). Payment of this amount is subject to additions or deductions in accordance with Sections 11 and 5 hereof, and other documents to which this AGREEMENT is subject.

Section 8. Payments:

- a. The Contractor shall submit monthly invoices for work performed. Payments shall be made based on the submitted invoices within twenty (20) days after the work covered by such invoice has been approved as satisfactorily completed, and after the OWNER receives and authorizes payment for the CONTRACTOR's invoice. OWNER shall withhold from each payment ten percent (10%) of the invoiced amount as retention.

- b. 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 and B which have been incorporated herein and have 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 5, herein above, and any and all other legal requirements in reasonable judgment of the OWNER.
- c. If the performed work is not approved as satisfactorily completed work due to its failure to meet the standards established by Exhibits A and B 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.

Section 9. Final Payment:

OWNER shall approve release of the final payment consisting of the retention of 10% of the total invoiced amount ("Final Payment") only when all of the following have occurred:

- (i) the Scope of Work Write Up is approved as satisfactorily completed work, in accordance with this AGREEMENT,
- (ii) a certificate of occupancy for the Project has been issued;
- (iii) a final inspection has been approved by the City of Turlock Building Department;
- (iv) OWNER has cleared all items on the punch list;
- (v) CONTRACTOR has submitted a signed and recorded Notice of Completion;
- (vi) CONTRACTOR has provided to the OWNER recorded Unconditional Lien Releases from all subcontractors; and
- (vii) 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.

Section 10. Contractor's Obligation to Maintain Lien-Free Title.

If any claim of mechanic's lien or stop notice is filed or made against OWNER's property in connection with the work, the CONTRACTOR shall immediately pay and fully discharge the mechanic's lien or stop notice claim, or, in the alternative, may deliver to OWNER a release of lien or stop notice by surety bond in a legally sufficient form and amount to discharge the mechanic's lien or stop notice. If the CONTRACTOR fails to immediately provide the documentation, deposits, records of payment or surety bonds required by this Section, OWNER may (1) obtain any deposits or surety, or (2) make payments to claimants against the work, the CONTRACTOR, OWNER or OWNER's affiliates in good faith, as reasonably required to release the mechanic's lien or stop notice claim. OWNER may withhold the cost of obtaining such deposits or surety or of making such payments from any payment that would otherwise be due to the CONTRACTOR. Failure of OWNER to withhold any or part of any payment pursuant to this paragraph shall not be a waiver of any right of OWNER under this Contract.

Withholding of any payment or part of any payment by OWNER pursuant to this paragraph shall not be a breach of this Contract.

Section 11. Delays and Extensions of Time:

- a. 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, unavoidable casualties, severe weather, inability to acquire materials due to shortages or supply chain issues, local, state or federal emergency restrictions, or any causes beyond the CONTRACTOR's control or due to pending arbitration, or by any other cause which is beyond the control of the CONTRACTOR, the time for completion shall be extended for such reasonable time as the OWNER shall determine if the OWNER determines that such delay is justified based on the circumstances. CONTRACTOR shall not be entitled to an extension of the time for performance pursuant to this section unless and until CONTRACTOR provides written notice to the OWNER of the cause for such delay.
- b. The time of completion may also be extended for the benefit of the OWNER if the OWNER determines that such extension is reasonable and necessary and will not cause a hardship on the CONTRACTOR.
- c. A request for a time extension for any of the reasons set forth above must be made in writing and submitted to the OWNER no later than ten (10) days after the occurrence or claimed occurrence of unavoidable delay.

Section 12. 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 11, the CONTRACTOR shall become liable to the OWNER or the OWNER's tenant for all loss and damages which the OWNER or the OWNER's tenant 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 (\$200.00) per day per dwelling unit 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.

Section 13. OWNER's Right to Terminate Agreement:

The OWNER may terminate this AGREEMENT by providing a written Termination Letter via U.S. first class mail and/or email to CONTRACTOR at the address listed in this AGREEMENT for any of the following reasons:

- a. CONTRACTOR's insolvency, bankruptcy or any conduct or condition which has resulted in a monetary loss to OWNER in connection with work, or which reasonably threatens any such loss.
- b. CONTRACTOR's abandonment of the job for a period of ten (10) days, or failure to commence the work in accordance with Order to Proceed by the OWNER.
- c. Failure on the CONTRACTOR's part to complete the work within the allotted time, due allowance made for any extension(s) made as set forth in Section 11 of this AGREEMENT.
- d. CONTRACTOR's failure to comply with the provisions of Section 15, Resolution of Disputes.
- e. CONTRACTOR's assignment without OWNER's prior written consent of this AGREEMENT or any interest in it.

In addition to the above causes for termination, the OWNER may, at any time, terminate the Contract for the OWNER's convenience and without cause. Upon receipt of written notice from the OWNER of such termination for the OWNER's convenience, the Contractor shall: (i) cease operations as directed by the OWNER in the notice; (ii) take actions necessary, or that the OWNER may direct, for the protection and preservation of the work; and (iii) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the OWNER's convenience, the CONTRACTOR shall be entitled to receive payment for work properly executed pursuant to the Contract prior to termination.

Section 14. CONTRACTOR's Right to Terminate Agreement:

The CONTRACTOR may terminate this AGREEMENT by providing a written Termination Letter via U.S. first class mail and/or email to OWNER at address listed in this AGREEMENT for any of the following reasons:

- a. OWNER's unreasonable and continued interference with the work.
- b. OWNER's refusal to allow CONTRACTOR or subcontractors or workers access to OWNER's property or building(s).
- c. OWNER's failure to issue an Order to Proceed to CONTRACTOR within thirty (30) days of the date of this AGREEMENT.
- d. OWNER's failure to comply with the provisions of Section 15, Resolution of Disputes.

Section 15. 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:

- b. 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.
- c. 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.
- d. 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
- e. 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.

Section 16. Settlement of Claims in the Event of Termination of Agreement:

In the event of termination of this AGREEMENT under the provisions of Section 13 or Section 14 of this AGREEMENT, it is hereby recognized by OWNER and CONTRACTOR that, under the particular circumstances, both OWNER and CONTRACTOR may have cause to make a claim against the other for services, money or damages. If the OWNER and CONTRACTOR cannot agree to a settlement of any such claim between themselves, then both OWNER and CONTRACTOR agree to follow the provision of Section 15, Resolution of Disputes reflected in this AGREEMENT.

Section 17. Indemnification:

CONTRACTOR shall defend indemnify and save harmless OWNER and each of their elected and appointed officers, employees, agents, successors and assigns 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 or its officers, employees, agents, successors and assigns, be it active or passive, except for the sole negligence or willful misconduct of OWNER, or its officers, employees, agents, successors and assigns; and,
- b. Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is the obligation of CONTRACTOR. CONTRACTOR shall 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 City and City's elected and appointed officers, commissioners, directors, employees, agents and representatives ("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 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 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 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 and laws of the State of California.

Section 18 Insurance Policy:

- a. The CONTRACTOR is to provide written proof of insurance by issuing copies of certificate of all insurance within (5) days of the Agreement effective date to the OWNER.
- b. **Insurance Coverage.** 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:

- c. **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).
- d. **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.
- e. **Commercial Automobile Liability.** CONTRACTOR shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.
- f. **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 CONTRACTOR's primary and excess liability policies are exhausted.
- g. **Additional Insureds.** The OWNER shall be named as additional insureds on all policies of insurance required by this Agreement.
- h. **Waiver of Subrogation.** 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 OWNER 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.

Section 19. General Provisions:

- a. When applicable, the CONTRACTOR agrees to perform the work required by this AGREEMENT and the OWNER agrees that neither it nor its employees, agents or representatives will unreasonably hinder the CONTRACTOR in performing the work.

- b. The parties to this AGREEMENT further state that, to the best of their knowledge, no member of the governing body of the City of Turlock and no employee of the City of Turlock, who exercises any functions or responsibilities in connection with the carrying out of the project to which this AGREEMENT pertains, has any personal interest, direct or indirect, in this AGREEMENT.
- c. The CONTRACTOR shall present the property in a usable and safe condition at the end of each work day.
- d. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information or any other protected characteristic under applicable law. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information or any other protected characteristic under applicable law.
- e. The CONTRACTOR shall not load or permit any part of the structure to be loaded with a weight during the period of construction which will endanger the safety of persons or property.
- f. OWNER and CONTRACTOR agree to abide by applicable City of Turlock Housing Program Services Division guidelines and procedures.
- g. OWNER and CONTRACTOR acknowledge that the recording of false, fictitious or fraudulent statements or entries on any document provided to City may be punishable as a felony under federal status, including 18 U.S.C Chapter 47.
- h. 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.
- i. This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same instrument. This Contract shall become effective when the Parties have duly executed and delivered signature pages of this Contract to each other. Delivery of this Contract may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any signatures (including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

Section 20 Additional Requirements

- a. The CONTRACTOR shall comply with all applicable federal, State and local laws and regulations, including, but not limited to:
- b. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

- c. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- d. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- e. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$100,000 for other contracts which involve the employment of mechanics or laborers)
- f. CONTRACTOR shall provide access to the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions.
- g. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- h. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- i. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as Amended, 33 U.S.C Section 1251 et, seq, (Contracts, subcontracts, and subgrants of amounts in excess of \$150,000).
- j. Compliance with Rights to inventions made by Nonprofit Organizations and Small Business Firms under government grants, contracts agreements as per [37 CFR Part 401].
- k. Contracts in excess of \$100,000 must include certification from CONTRACTOR that they will not and have not used CCFP (Federal appropriate) funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT pursuant to Title 31 United State Code §1352. (Bryd Anti-Lobbying Amendment).
- l. Compliance with the section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- m. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that this contract is funded entirely or in part by federal funds. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Emergency Management Agency, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to.
- n. Compliance by the CONTRACTOR and/or OWNER to meet the Violence Against Women (VAWA) requirements: [24CFR9.359] and [24CFR92.504 (c)(4)(ii)].

- o. Compliance by the CONTRACTOR and/or OWNER to meet the Minority Business Enterprise (MBE) / Women's Business Enterprise (WBE) as per Executive order 11625 and 12432 and Executive order 12138.
- p. Compliance by the CONTRACTOR and/or OWNER with the confirmation of Data Universal Numbering Systems (DUNS) number is accurate and is registered on Sams.gov.

THIS AGREEMENT IS APPROVED AND ACCEPTED AS OF THIS AUGUST 12, 2025.

PROFESSIONAL

CITY

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

By: _____

Print Name: _____

Title: _____

Date _____

By: New Century Construction &
Consulting
3208 Liberty Square Parkway
Turlock, California 95380
(209) 868-2900

Duns# _____
Sams# WKX9MCWML7M9
Contractor License # 1081711

By: _____

Susan E. Borrego, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Susan E. Borrego, Interim City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

Date: _____

ATTEST:

By: _____

Nichole Fiez, City Clerk

Date: _____



NOTICE TO OWNER

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier or other persons who helps to improve your property and is not paid for his labor, services or materials, has the right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement an original AGREEMENT for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that the contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the AGREEMENT price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

NOTICE OF RIGHT OF RESCISSION

You have entered into a transaction on October 30, 2025 which could result in a lien or other security interest on your home. You have a legal right under federal law to cancel the transaction, if you desire to do so, without any penalty or obligation within three (3) business days from the above date. If you decide to cancel this transaction, you may do so by notifying the CONTRACTOR whose name and address appear within this document by mail or telegram sent no later than midnight of November 2, 2025.

I (we) acknowledge receipt of two copies of this Notice.

Date: _____

Contractor

Print Name

ORDER TO PROCEED

DATE: October 30, 2025

CONTRACTOR'S NAME: New Century Construction & Consulting, Inc.

ADDRESS: 3208 Liberty Square Parkway, Turlock, California 95380

In connection with AGREEMENT dated October 30, 2025, for rehabilitation work at 591 Birchwood Way, Turlock, CA 95380, and your commencement date is October 31, 2025, and you must start work within 3 calendar days.

Project is due for final on or before November 21, 2025.

By: _____
Susan E. Borrego, Interim City Manager

Copies

1. Owner
2. Contractor
3. Rehab Spec.
4. File

20



Date 09/24/25

Page 1 of 3

BID/WORK WRITE UP
591 Birchwood Way, Turlock Ca. 95380

REHABILITATION SPECIALIST I: Mario Quiroga, cell (209) 913-0951

DATE DUE:	<u>10/6/25</u>
BEFORE:	<u>10AM</u>

RETURN TO: CITY OF TURLOCK, HOUSING PROGRAM SERVICES DIVISION
156 S. BROADWAY, TURLOCK, CA 95380

Construction Company:	<u>New Century Construction</u>	Address:	<u>3208 Liberty Square Park</u>
Contractor:	<u>Yoany Corona Consulting Inc</u>	Phone #:	<u>Turlock CA 95380 (209) 868 2900</u>
License #:	<u>1081711 A: B (General B)</u>		


- Bids shall be based upon the Work Write-Up specifications as they are written.
- Work Write-Up specifications govern over plans, sketches, Pest Control Report or any oral agreement.
- Questions regarding this Work Write-Up should be referred to the above name Rehabilitation Specialist.
- The cost of the Building Permit shall be included in the bid price.
- Only those lines checked are to be included in the scope of work / price of work.

A. Mandatory Repair Items	Number of days to complete. <u>30 Days</u>
B. Potential Hazard Items	Year the house was built <u>1984</u>
C. Neighborhood Upgrade Items	
D. General Property Improvement	House is approx. <u>1028 sq. ft. 3 bed/2 bath single story</u>
E. Energy Saving Items	

BID SUMMARY

1. EXTERIOR -----	<u>\$ 25,490.00</u>
2. INTERIOR -----	<u>\$ 19,900.00</u>
3. OPTIONAL BID (do not include in total cost estimate) -----	<u>\$ 11,000.00</u>
TOTAL COST ESTIMATE -----	<u>\$ 36,390.00</u>

Any deviation from this bid in cost, materials, labor or scheduling shall be documented with a Change Order in accordance with the provisions in the owner/contractor agreement. Bids are required to remain valid for a minimum of 90 days. **CONTRACTOR WILL VERIFY ALL MEASUREMENTS.**

_____ OWNER SIGNATURE	_____ DATE	_____ HOUSING REHAB SPECIALIST	_____ DATE
 _____ CONTRACTOR SIGNATURE	<u>10/6/25</u> DATE	_____ HOUSING MANAGER	_____ DATE



EXTERIOR

____ Remove and replace approximately 186' of 6' picket fence.
Fence to be constructed with steel fence posts and 2"x4" pressure treated stringers. Pickets and grass board to be redwood or cedar. Pickets to be minimum of 9/16" thick, 1 1/2" wide and 5' tall. Grass board shall be a min 9/16" thick and 1 1/2" wide, length will vary. Bid to include two new 4' gates and hardware w/ locks.

\$ 14,990.00

____ Replace approximately 64' of roof gutter at the front of the house.
Use existing down spouts. Paint to match existing color.
Gutters must match existing in size.

\$ 2,000.00

____ Grade back yard and fill holes with existing dirt as needed. Install weed block and lay two inches of 1/2" pea gravel. Approx. 2600 sq ft

\$ 8,500.00

TOTAL \$ 25,490.00

INTERIOR

____ Prepare, prime and paint interior of house and garage.
Must remove all curtain rods, screws, nails, staples, tape, and blinds. Must patch holes, and texture as needed. One coat primer and two coats of paint.
All trim and doors to be semi-gloss swiss-coffee
All walls to be Navaho White
Semi-gloss in the kitchen and bathrooms
Satin in all other living spaces
Ceiling in flat swiss-coffee (does not include garage and bathrooms)
Contact Rehab specialist to approve paint and verify two coats
Bid to Include painting kitchen/2 bathroom cabinet faces, drawers, and doors
Approx. LF of base cabinets and LF of upper cabinets

\$ 10,900.00



Date 09/24/25

Page 3 of 3

OPTIONAL BID

_____ Remove all flooring and install vinyl plank flooring with underlayment throughout the entire residence. Planks must have insulation attached. Must be installed without transition strips where possible. Include trim at all areas of exposed edges, exterior doors, showers, and tubs.

Floor to be floated with self-leveling concrete as needed for proper plank installation. (approximately 1028 sq.ft.)

Rehab specialist to choose color

\$ 11,000.00

A GUIDE TO REHABILITATION STANDARDS



HOUSING PROGRAM SERVICES DIVISION
Adopted June 11, 2024

PREFACE

"A GUIDE TO REHABILITATION STANDARDS" has been developed to serve as an explanation of methods and materials to be used in the rehabilitation of residential dwellings. The guide is based on the combined criteria of various sources; the state, national and California building codes, and the ordinances, regulations and other requirements, all as adopted by the City of Turlock, including the specifications and standards developed by the various manufacturers and trade organizations in the industry. This guide may also be referred to as "standard specifications."

It is intended to maintain this guide current, by amending it periodically. Every attempt will be made to notify the participants in the Program of any future changes made herein. However, the City of Turlock reserves the right to make revisions, without guarantee of timely notification.

In the event there are issues of doubt or disagreement on materials or methods in rehabilitation, the Rehabilitation Specialist with the support of the applicable City Department and Division will rely on this guide and/or other applicable codes adopted by the City, including the standards of the construction industry. The decision of the City will be final.

Any exemptions from the requirements of these standards shall require prior approval from the Housing Program Services staff, only when it is clearly evident that the materials and methods to be used meet the minimum requirements of the applicable codes.

All work performed under these standards shall meet or exceed the following codes, standards, and ordinances, as adopted by the City of Turlock:

Current California Building Code and Residential Code

Current California Plumbing Code

Current California Mechanical Code

Current California Electrical Code

Current International Property Maintenance Code

Current California State Title 19 and Title 25

Current City of Turlock Zoning Ordinance

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SECTION I

GENERAL

A. PERMITS REQUIRED

1. BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, DEMOLITION, PUBLIC WORKS, and other permit(s), when applicable, are required for all construction as stated by the applicable Codes and the City of Turlock.

B. REQUIRED INSPECTIONS

NOTE: All inspections shall be requested (phoned-in) 24 hours prior to the inspection.

1. Building Code Inspections - All inspections as required by the City of Turlock Building Department, must be requested from the Building Department at 668-5560 ext. 2223.
2. Pre-payment Inspection - to be done prior to the issuance of any partial progress payment. Approval is required by the Rehabilitation Specialist and the property owner.
3. Pre-final Inspection - to be done when the building is near completion for the purpose of preparing and providing a correction list (punch list) for the contractor.
4. Final job inspection - to be made after building is completed and ready for occupancy.

NOTE: ALL WORK DONE WITHOUT THE REQUIRED INSPECTION WILL AUTOMATICALLY BE SUBJECT TO EXTREME SCRUTINY AND POSSIBLE NON-ACCEPTANCE BY THE CITY AND OWNER.

C. STANDARDS OF WORKMANSHIP AND MATERIALS

1. Workmanship Standards - All work shall be performed to the standards required by the City of Turlock. The commonly accepted standards set by the "industry" and "trades" are to be used only as a basis for establishing the minimum standards to be utilized and enforced by the City.

2. Material Standards - All material shall be new, recently purchased, and in excellent condition. The material specified shall be the material used, and the brand specified shall be the brand used unless "or equal" is specified. The contractor shall obtain approval for "equals" from the City of Turlock **prior to purchasing and installing the material.**

D. GENERAL

1. Scope of Work (Description of Work/Work Write-up) - shall provide the following:
 - a. "Line Item" - brief (usually one or two lines) item description including all of the following:

*Item Description (Short Title)

*Brand and Model (When Appliances, fixtures, windows & paint)

A line item may require additional detailed description that should be included in the Item Description. When the description in the guide is not adequate or present, or also when the nature of the line item is such that a special description (standard and/or specification) is necessary.

2. Terminology (Definitions) - When used in the "Scope of Work", the following definitions shall apply:

Install - The item referred to shall be installed complete, properly in place and secure, including all necessary components, hardware, trim, fittings and material leaving ready for use, and fully operable. All materials shall be new. **The installation shall include all necessary and required modification and repair of existing surrounding materials in order to accommodate the installation.**

Replace - The existing item referred to shall be removed prior to installation of the new item complete, including all as described under Install (See above, this Item).

Repair - The existing item referred to shall be repaired, replacing any/all components, leaving the item complete, including all as described under Install (See above, this Item).

3. Standard Installations - shall always include all as described in each group below:
 - b. Bathroom resurfacing shall utilize approved moisture resistant green sheetrock

installed at all backing and all surface locations.

4. Fences

a. Installation

All fences to be installed as per work write-up. Variations accepted only with prior approval by Rehabilitation Specialist.

b. Materials

(1) Pickets and grass boards to be #2 cedar or selected redwood.

(2) Stringers and gate bracing to be pressure treated lumber or redwood. **No Doug Fir** is to be used.

(3) Posts to be redwood or treated wood.

5. Daily Cleanup

All contractors will be required to keep the entire job site clean and free of all debris caused by construction of the dwelling **on a daily basis**.

6. Permits, Blueprints, etc.

Contractors will be required to keep and post at the job site at all times all permits blueprints and work write-ups pertaining to that job.

7. Subcontractor's Licenses

All contractors must make sure that all subcontractors are properly licensed, including City business license. The Housing Division will require contractors to show proof of such licenses.

8. Warranty

All work shall be warranted against defects in material and workmanship for a period of one year, except for roof which will be warranted for a **period of two years**, from the date of final inspection. The warranty shall specifically provide that all defects in material and workmanship appearing during the warranty period, as determined by Housing Program Services staff in case of conflict between

Contractor and the home owner, will be remedied to the satisfaction of the Housing Program Services staff at no additional cost to the owner.

9. Changes and Change Orders

- a. No "changes" in the Work Write-Up will be made, nor will be recognized, nor will any payment be made to the Contractor regarding such changes, unless said "changes" appear in writing on an official City of Turlock work change order form with the owner's approval/acceptance signature(s).
- b. No "changes" will be made without the appropriate City staff approval regardless of whose monies are used (public monies or owner's personal funds).

10. Miscellaneous House Connections

Unless otherwise indicated on the drawings or work write-up, all water, gas or sewer lines, lighting, power or telephone conduit or wires, house connections in place, and other surface or subsurface structure or lines, shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by him during progress of the work; provided that, should the Contractor, in the performance of the work disturb, disconnect or damage any of the above, all expenses of whatever nature arising from such disturbance or in replacing or repair thereof shall be borne by the Contractor.

SECTION II

EXCAVATION AND GRADES

- A. Normal Soil Condition - Employ all standard and accepted practices of the industry in compliance with all requirements of the City of Turlock.
- B. Unusual Soil Condition (i.e., fill, high water table, poor compaction, etc.) - Special conditions may require major excavation, material importing/backfilling, and soil compaction testing approved by the City of Turlock's Building Official before concrete can be poured. Should these conditions exist, it will be the owner responsibility to pay for the additional work required.
- C. All Soil Conditions and Locations - All areas of soil disturbance, areas of imported material and areas of cuts shall be properly graded and prepared for the intended use at the location. All surfaces shall be graded to slope a minimum of 2 percent away from all buildings towards a public street or alley.
- D. Preparation for Placement of Concrete - All sod or other debris to be removed to clean earth and a minimum of 4 inches of clean fine earth or sand to be placed as a base for all slab work. Base shall be compacted and watered down prior to pouring any concrete. Provide 4 inches clean rock, 6 mil vapor barrier, 1/2-inch minimum sand and 3-1/2-inch minimum slab as per work write-up.
- E. All surplus soil shall be removed from property or spread on property as Owner directs, depending on the quantity of excess.

SECTION III

CONCRETE

CONCRETE

A. GENERAL

1. Sub-grade to be fully compacted and wet.
2. Concrete to be finished monolithically (One pour). All edges to be rounded.
3. Concrete driveways shall be a full 4 inches thick; walkways and other slabs may be a minimum of 3-1/2 inches thick using a 5 sack minimum mix.
4. Steel Reinforcing: Two 1/2-inch steel reinforcing bars to be placed in footing as per Building Code. No part of the steel to be in contact with earth and all steel to be imbedded a minimum of 2 inches from bottom of concrete. All laps of reinforcing to be a minimum of 48".
5. Expansion joints to be placed a maximum of 5 feet apart on all walkways and 15' on all driveways. All joints must be visible and finished with edges as #2 above.
6. Driveways, walkways to be steel troweled and then soft-brushed or broom finished to a non-slip surface.
7. Flashing: Any concrete poured adjacent to wood shall have a metal flashing placed between wood and concrete. (Min. 26 GA Galvanized)
8. All steel and wood stakes and form lumber to be removed from job site and back filled.
9. All defective concrete shall be removed and replaced at no additional expense to owner (i.e., lacks drainage, incorrectly formed, not plumb and level, containing wood or foreign matter, poor workmanship, or otherwise not in accordance with the intent of drawings and specifications of the California Building Code).

B. CONCRETE STEPS, RAILING AND LANDINGS

1. All steps shall be provided with footings below natural grade.
2. Step rise and tread to comply with California Residential Code Section R311.7. Steps shall not exceed the smallest by more than 3/8-inch. Rise shall not be less than 4 inches nor more than 7 3/4 inches; the tread shall not be less than 10".
3. Railing
 - a. All concrete steps over three rises shall include a metal ornamental railing located on lock side of door or both sides of steps. Railings shall be 34 inches to 38 inches above nose of thread.
 - b. Open porches shall be equipped with railings according to Section R507.10 and R312 of the California Residential Code, where such porches may create a hazard 30 inches and above grade).

C. CONCRETE WALKWAYS

1. Walkways to be minimum 3 feet wide and 3-1/2 inches thick.

SECTION IV

CARPENTRY

A. GENERAL CONSTRUCTION AND WORKMANSHIP

1. Standard framing details shall apply where appropriate. The drawings may contain details of framing not commonly accepted as standard practice. This in no way relieves the Contractor of the responsibility to provide a substantial, well-constructed building.

Install all wood framing as per plans and details shown. All new wood framing shall match existing wood framing to assure that both framing systems are plumb, level, true to line and securely anchored and fastened.

2. Furring, blocking and backing shall be furnished and installed where required for receiving wallboard, formation or architectural features, concealment of pipes, conduits, ducts, grab bars, building specialties (such as blocking for curtain rods) and other fixtures. Contractor shall consult with the trades concerned and set furring and blocking they require.
3. Plywood Sheathing. Install sheathing with long dimension perpendicular to (across) supports, rafters or joists. Install all wall sheathing as per California Building Code.
4. Roof Overhangs. Plywood sheathing shall have solid bearing under all edges. Outriggers shall be installed on all gable ends when new sheathing is applied. Outriggers will be spaced so that they bear under the exposed edges of the roof sheathing.
5. Roof Sheathing. 1/2-inch CDX plywood or 15/32-inch OSB unless otherwise noted in work write-up. All exposed sheathing shall be CCX plugged and sanded on the side exposed to weather.
6. Barge Rafters and Fascia Boards.
 - a. Fascia boards to be one lumber size larger than rafters with 2-inch nominal thickness.
 - b. Barge rafters to be same size as fascia boards.

- c. Barge rafters and outriggers will be installed when roof sheathing is completely replaced. Outriggers to be no further apart than 32”

B. MATERIALS

1. Framing Lumber. Douglas Fir, #2 or better, surfaced four sides.
2. Sills. Foundation grade redwood or approved pressure treated fir
3. Plywood Sheathing. All plywood sheathing shall be Group I Species, of the sizes and thicknesses shown on the drawings.

C. LUMBER FASTENINGS

1. Minimum Requirements. Nailing and bolting of wood members shall conform to the minimum requirements of the California Building Code, and structural drawings.
2. Bolting. Exposed bolts shall be all square or hexagon head with matching nuts. All bolted connections shall be tightened before final acceptance or, in the case of bolted connections in concealed location, immediately before the area is sealed off.
3. Framing Anchors. Simpson Company, or approved equal, galvanized framing connectors and joist hangers as detailed, properly sized for the attached member.
4. Nails for interior trim and finish shall be finish nails. Nails for exterior work shall be hot-dip galvanized. All nails for redwood interior or exterior shall be hot-dip galvanized nails.

SECTION V

ROOFING

A. GENERAL

1. Surface preparation - REPLACE ALL DEFECTIVE FASCIA, EAVES, RAFTERS, RAFTERS TAILS. All rain caps, roof jacks, flashing or other metal parts shall be replaced and painted.
2. All roofs shall be stripped to their original sheathing. Damaged sheathing shall be replaced and loose sheathing shall be secured with additional nailing or backing as required. Wood shake roofs to be stripped and sheathed with 15/32" OSB or 1/2" CDX. Any exposed wood shall be CCX, plugged and sanded.
3. Contractor shall be responsible for all clean-up and removal of debris and surplus materials, and maintaining a clean job site.

B. METAL FLASHING

1. All exposed plywood roof sheathing to be protected by metal drip edge when installing a new roof.
 - a. Metal drip edge to have 2-inch minimum overlap at splices.
 - b. All corners of metal drip edge to be cut on top and bent around corner to form continuous protection.
 - c. All metal drip edge to be top-nailed only.
2. Valley Flashing. When installing roof coverings, all valleys shall have a metal "W" flashing.
3. Parapet Flashing. All new or re-roofing at parapets will be provided with corrosion resistant solid metal horizontal or metal step flashing to be laced in a professional manner and blind-nailed. All vertical ends of flashings will be installed beneath exterior wall coverings.

4. Counter Flashing. Where and when permitted, counter flashing shall be installed to form a watertight barrier.

C. ANTENNA REMOVAL

Antenna removal will be provided when the dwelling is being re-roofed.

D. BUILT-UP ROOF

All roofs shall be stripped to their original sheathing. Replace any damaged sheathing. Remove any protruding nails and re-nail to code. Install all new flashing as required and to code.

Material minimum - base sheets consisting of two layers of 15-pound felt spot or strip mopped or nailed, using not less than one nail per each 1-1/3-square-foot. Mineral aggregate surface with not less than 60 pounds of hot asphalt in which is embedded not less than 400 pounds of gravel per roofing square.

E. COMPOSITION SHINGLES

1. Composition shingles to be applied only to solidly sheathed roof.
2. Composition shingles shall not be applied on roof having less than a 4 on 12 pitch, unless double layer felt underlay is installed in accordance with manufacturer's installation recommendations and the City of Turlock requirements.
3. Composition shingles to have a minimum underlayment of 15-pound felt paper.
4. All valleys to have shingles laced in an approved manner with all underlayment of not less than 30 pound felt extending 18 inches from centerline each way or to have metal "W" flashing.

NOTES: For information on all types of roofing material, see California Residential Code Chapter 9. All installations shall conform to the manufacturer's written recommendations and specifications.

Owner shall have choice of standard color on all roofing materials.

SECTION VI

FINISH CARPENTRY

A. GENERAL

1. Work Furnished and Installed. Perform all work necessary for the construction of the project as indicated in a professional manner. Such work includes, but is not necessarily limited to:
 - a. Finish carpentry
 - b. Wood doors
 - c. Shelving
 - d. Millwork
 - e. Building specialties
 - f. Finish hardware
 - g. Furnishing of building specialties
2. Hammer, tool marks or marred surfaces and edges will not be acceptable on any exposed finished surfaces and as evidence of inferior workmanship, shall be cause for rejection of such work and will be replaced at no extra cost to home owner.
3. All end splices exposed in finished members shall be accurately and neatly square butted. Install members in as long lengths as possible.
4. All work shall be installed to details shown, plumb, level, true to line and securely anchored. Nails and screws shall be neatly set and all wood raised in the driving of nails and screws removed. Exterior corner joints shall be mitered. Interior corner joints may be coped. Casings at head of doors and windows shall be mitered. Where molded members adjoin other molding or plain sections, the molded members shall be carefully and accurately scribed to the other members. All exposed edges shall be

eased.

5. Secure all interior finish trim with finishing nails or screws as required, unless otherwise indicated. Set nails and screws for putty.
6. Finish Hardware. Install accurately and securely without marking or defacing hardware or finish work. Include the installation of pocket door frames, tracks and hangers for sliding doors. Test to assure correct alignment and operation. Items of finish hardware shall be fastened at all points where fasteners are indicated or required. Protect finish hardware with suitable coverings until completion of construction. Properly tag keys to deliver to owner at completion of construction. Leave all hardware in perfect order.
7. ALL WALL-MOUNTED ITEMS SHALL BE SECURELY FASTENED TO SOLID BACKING OR BLOCKING.

B. Materials

1. Exterior Plywood. Where shown, shall be of the species, type and face treatment as per California Building and Residential Code requirements. The plywood shall be manufactured with exterior glue.
2. Interior Plywood Paneling. Where shown, shall be of the species, type and face treatment as shown on drawings or as specified in Work Write-up, flame ratings shall be in accordance with California Building and Residential Code.
3. Rough Hardware. Furnish all items of rough hardware, connections to metal studs, bolts, etc., required to complete the work. Exterior bolts, nuts and washers shall be made of galvanized steel.
4. Exterior trim and case/molding trim: There shall be no loose or open knots or knotholes. Any and all splices shall be cut to a 45 degree end bevel and joined over backing
5. Interior trim and casing/molding shall be white pine or MDF, properly sealed. All corners to be mitered.

SECTION VII

WOOD DOORS AND WINDOWS

A. DOORS

1. Hanging of Doors. All doors shall be hung or installed in proper frames as scheduled and shall fit snug against all stops. Fit accurately and hang free from hinge bind with uniform clearance of 1/16-inch at heads and jambs. Sliding doors shall be hung and installed without binding and shall slide and operate smoothly under fingertip pressure. Finish hardware shall be removed for painting and reapplied after finishing is completed and dry or protected from paint by masking.
2. Interior doors shall be hollow core, 1-3/8 inch, and shall be the size indicated according to plans. Exterior doors shall be solid core, steel or fiberglass doors unless otherwise specified in work write-up. No exterior door shall be smaller than 32 inches in width with at least one measuring 36”.
3. Set wood door frames plumb and square. Jambs at nailing points, butts and lock strikes shall have solid backing, extending 12” above and below strike.
4. All doors shall be installed plumb, level, true to line and securely anchored. Nails and screws shall be neatly set and all wood raised in the driving of nails and screws removed. Exterior corner joints on door casings shall be mitered and interior corner joints to be coped. Casings at head of doors shall be mitered. Where molded members adjoin other molding or plain sections, the molded members shall be carefully and accurately scribe to the other members. All exposed edges shall be eased.
5. Exterior Frames shall be completely caulked and sealed around their perimeter, between frames and adjoining construction.
6. ALL EXTERIOR DOORS SHALL HAVE 1" DEAD BOLTS AS PART OF THE NORMAL INSTALLATION. All doors locks shall be keyed alike.
7. All exterior steel doors shall be provided with magnetic neoprene-type weather stripping securely fastened to sides and head jambs. Install to ensure no air leakage

around openings in exterior doors.

8. All exterior doors shall have an aluminum threshold with rubber attached to the drip cap at bottom edge of door.
9. All doors to be finished shall have edges finished to match exposed face.

B. WINDOWS

1. All windows shall be dual glazed, installed to current code, plumb, level, true to line and securely anchored. Exterior corner joints on window casing shall be mitered and interior corner joints to be coped. Casings at the head of windows shall be mitered. Where molded members adjoin other molding or plain sections, the molded members shall be carefully and accurately scribed to the other members. All exposed edges shall be eased.
2. Set wood window frames plumb and square. Jambs at nailing points shall have solid backing.
3. Weatherproofing will be provided for all window rough openings when new windows are installed. This shall consist of 15 pound felt wrapped around all framing members before the window is installed. Also an approved window flashing paper installed to City / code requirements.

SECTION VIII

CABINETS

- A. All walls shall be a minimum of 3/4-inch thick with the exception of the rear interior wall which can be 1/4 inch.
- B. Exposed exterior material shall be solid Oak and all doors to be quarter panel style and drawer facings will be flat with beveled edge finger pull (Owner to select color of stain or clear finish).
- D. COUNTER TOPS

1. MATERIALS

- a. High pressure laminated plastic with monolithic 4-inch splash with end cap will be the standard installation unless otherwise specified in work write-up.
- b. Standard ceramic tile with a full back splash and standard nosing shall be installed when tile is specified by Housing Program Services staff (owner to have choice of color of tile and grout).

2. Installation

- a. All corners in Formica installation shall be factory cut and mitered.
- b. All tile shall be professionally installed using standard construction practices and according to code.

SECTION IX

ELECTRICAL

A. MINIMUM REQUIREMENTS

The City of Turlock, Building Department has adopted the following requirements relative to single-family residences in addition to the current California Electric Code:

1. Not more than ten (10) outlets shall be permitted on any lighting circuit on No. 14 AWG wire.
2. Where the service conduit is extended to furnish a support for the service drop wires, only rigid conduit of not less than one and one-fourth (1 ¼”) inch trade size may be used and shall not extend more than thirty (30) inches beyond the last support or roof.
3. Substandard service equipment shall be brought up to standard on any and all remodeling jobs or in any case where additional wiring is installed.
4. On the panel and switchboard all circuits shall be identified by means of permanent marker or other approved methods. A separate Arc fault breaker will be required for each bedroom circuit. GFCI outlets are required at all bathrooms, kitchen and any exterior outlets. Arc fault breaker/protection per Section 210.12(A) of the California Building Code and GFCI protection per Section 210.8(A) of the California Building Code.
5. Except with special permission of the Chief Building Officials, service entrance conductors shall not be less than No. 2 for one hundred (100) amperes and No. 4/0 for two hundred (200) amperes.
6. All temporary power pole services shall be at least fifty (50) ampere capacity with properly protected outlets.
7. Dishwashers and garbage disposal shall each be wired on an individual circuit with No. 12 wire with 20 amp receptacles.
8. All residential receptacle circuits shall be wired with No. 12 AWG conductors.

9. A maximum of eight receptacles and/or fixed outlets on each residential circuit shall be allowed.
10. Bell transformers shall not be installed in attics.
11. Electrical sub-panels may not be installed over any plumbing fixtures or in bathrooms or in clothes closets.
12. Roof mounted Dual pact heating and cooling system units installed on multi-family dwellings shall have a 125 volt, single-phase, 15 or 20 ampere rated receptacle outlet located on the same roof level within 75 feet of such equipment.
13. All new dwellings of over nine hundred (900) square feet in area shall have a minimum of one hundred (100) ampere service.
14. Service equipment shall be located on the outside of all dwellings. The outer end of the service raceway shall be terminated where it is accessible to the serving agency.
15. Where non-metallic sheathed cable is used all grounding on non-current carrying metal parts of fixed equipment shall be done by means of a grounding conductor running in the same cable with the circuit conductors.
16. Pre-wiring for telephone services and cable T.V. will be done when a complete re-wire is done.
17. In the case of a complete rewire, all bedroom circuits shall have arc-fault breakers installed to code.

SECTION X

PLUMBING

A. GENERAL

1. No plumbing fixtures, device or construction shall be installed which will provide a cross connection of any sort between a potable water supply intended for drinking and a polluted water supply, waste pipe or drainage.
2. Any drainage, plumbing system or building sewer or part thereof which is installed, altered or repaired, if covered or concealed before being inspected, tested and approved, shall be uncovered for inspection upon notice to uncover.
3. Venting systems to conform to Chapter 9 of the California Plumbing Code. Each vent pipe or stack shall extend- through its flashing and shall terminate vertically a minimum of 6 inches above roof and not less than 12 inches from any vertical surface and shall be painted to match shingle.
4. All water closets to be water conservation type, 1.28 gallon flush.
5. All gas appliances shall have proper gas flex, shut-off valve, and flue according to California Plumbing Code.
6. All exterior sewer cleanouts will be properly boxed as per Housing Program Services Division approval.
7. All exposed plumbing will be replaced with new plumbing, including faucets, sink, vanity or tub is replaced, removed or reinstalled.

B. SEWER LINE

Within practical alignment and at uniform slope of 1/4-inch per foot of fall from dwelling to property line, use approved ABS plastic sewer pipe.

Sewer line piping shall be laid on a firm bed throughout its entire length and backfilled with sand or fine earth. Any surplus dirt shall be removed from the property or spread as owner directs. An excess of settling within a 12-month period shall be refilled at Contractor's expense.

C. WATER LINE

1. A main shut off valve is required where line enters dwelling.
2. Installation of new water line from property line to dwelling; pipe may be galvanized or PVC Schedule 40.
3. Water line may be installed in same trench with sewer line if the following conditions are met:
 - a. The bottom of the water piping at all points shall be at least twelve (12) inches above the top of the sewer pipe.
 - b. The water piping shall rest on a solid shelf at one side of common trench.
 - c. A new 8 foot driven ground rod is installed for electrical grounding in addition to grounding of cold water line.
 - d. There shall be a minimum of 8 foot separation between sewer line and water line connection at the property line.

D. WATER HEATERS

1. A pressure temperature relief valve line is to be 3/4 inch steel or 3/4-inch copper pipe ran to the exterior per code.
2. Any water heater being relocated or replaced will be strapped to code.
3. Tank less water heaters are to be installed to code and the contractor will be responsible for the safe operation of the unit for a period of one year. It is highly recommended that a licensed plumbing contractor install all tank less units.

SECTION XI

PAINT SPECIFICATIONS

INTERIOR AND EXTERIOR

A. PAINT MATERIALS

1. All paint to be of high quality and standard color.
 - a. Prohibition of Lead Base Paint
 - (1) Effective January 1, 1972, the use of paint containing more than one percent lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints is prohibited on Housing and Urban Development (HUD) projects. Purchasers and tenants of HUD associated housing constructed prior to 1950 shall be informed that the property may contain lead base paint, notified of the potential and immediate hazards and symptoms of lead base paint poisoning, and advised of the precautions to be taken to avoid such poisoning. These homes will also be tested for lead base paint by a licensed company and a report will be part of the construction file. Owner will be given a copy upon request.
 - b. Treatment/Abatement
 - (1) Abatement is limited to projects which have defective paint. The abatement process is limited to the defective paint areas and does not include areas where paint is tight and sound. Areas of defective paint in units where a child under seven years of age either resides or may reside must be abated.
 - (2) Covering and sealing methods include adding an overlay of gypsum wallboard or a fiberglass cloth barrier to the wall surface. Covering or replacing trim surfaces is also permitted.
3. No paint, varnish or stain shall be reduced or applied in any way except as recommended by the manufacturer.

B. CONDITION AND PREPARATION OF INTERIOR SURFACES

1. Contractor shall examine all surfaces carefully, before beginning any of his work, shall see that all work of other trades has been left or installed in professional manner to receive paint or stain. All woodwork to receive paint or stain is to be thoroughly sanded and dusted clean; collected dust is to be removed before preliminary paint work is begun.
2. All existing sheetrock shall have nail indentation and holes filled. All damaged or missing portions shall have new sheetrock properly installed. All tape at joints that is loose or missing will require new tape and finish to have a uniform and professionally finished surface. All drywall joints are to be taped and finished in a professional manner, including texture.
3. Walls which have been previously painted shall be thoroughly sanded and cleaned of all foreign materials. Any surface painted over which has not been properly prepared, as per this section, shall be required to be cleaned and, over a properly prepared surface, as per this section, be repainted, at no additional cost to the owner.
4. Existing plaster walls and ceilings shall have all cracks and holes filled and have a uniform and professionally finished surface.
5. All electrical fixtures, cover plates, door hardware, knobs, drawer pulls, etc., to be removed or taped off. Any such items painted over to be replaced at Contractor's expense.
6. Mildew: Walls and ceiling surfaces with moisture or mildew conditions will not only be made free of those conditions and properly prepared for painting as per this section, but the source of the problem must be corrected.

C. DEFECTIVE WORK

Any defective work shall be the responsibility of the Contractor and shall be corrected at no additional cost to the owner.

D. EXTERIOR SURFACE PREPARATION

1. New Wood; The Contractor is to inspect all wood surfaces to be painted to see that all other trades have made proper and complete installation. All knots, pitch pockets or sappy portions to be shellacked or sealed with knot sealer. All exposed nails to be set. Fill all imperfections and sand smooth. All dust to be collected and removed from job.

All new wood is to receive a sealer coat before painting. A primer coat and two coats of paint will be sufficient.

2. Repainted Wood; By scraping, sanding or other method, remove all defective material such as peeling, blistered, or scaling paint. Fill all imperfections. A primer to be applied to all weathered or bare wood before any paint is applied.
3. Stucco or Block; By scraping, wire blushing, water blasting or other method, remove loose and all defective material. Before painting, Pressure wash the building to remove dust or other materials. Clear all cracks, chipped corners. etc., and fill with proper material. All unpainted surfaces must be sealed and primed prior to painting. .
3. Trim; Trim is to include all wood molding around doors, windows, and other openings, overhang (eaves), fascia, window shutters, window boxes or other exterior decorative adornment and to be prepared, primed and painted.

NOTE: Painting of trim includes all wooden window frames, cleaning of glass and freeing windows of all new and old paint. Before any primer sealer or paint is applied to any surface, the contractor must contact the Housing Rehabilitation Specialist for a pre-paint inspection.

E. METAL SURFACES - INTERIOR AND EXTERIOR

1. All surfaces will be sanded prior to applying primer and scraped to remove old scaling or chipped paint. Paint tarps or plastic shall be put down and any paint dust or chips disposed of properly.
2. All metal surfaces to have all foreign material completely removed, i.e., oil, rust, grease. Etc. All surfaces to be wiped down with paint remover or vinegar then primed and painted.
3. On a prepared surface. per 1 and 2 above, apply sufficient paint to insure complete coverage. Any indication of defective surface preparation will be cause for repeated preparation and repainting at no extra cost to owner.

F. WORKMANSHIP - INTERIOR AND EXTERIOR

1. Each coat of paint shall be applied at proper consistency as recommended by the manufacturer, free of brush marks, sags, runs (Including those existing by previous coats), etc., with no evidence of poor workmanship. Care shall be exercised to avoid

lapping of paint on glass or hardware. Paint sharply cut to lines. All exposed nails shall be set and holes filled.

2. Finish work is to be adequately covered with a uniform color and finish. The number of coats herein specified as being a minimum shall be one prime coat and one coat to produce a first class job. All unpainted wood to receive a prime coat before painting.

G. CLEANS INTERIOR AND EXTERIOR

Protective coverings or drop cloths to be used to protect floors, fixtures and equipment. Care exercised to prevent paint being splattered onto surfaces which are not to be painted. Surfaces from which such paint cannot satisfactorily be removed shall be painted, repainted or replaced as required be Housing Program Services staff to produce a satisfactory finish.

All debris related to or created by painting shall be removed from the job site and the job site left clean and ready for use. All windows are to be free of paint and operating properly.

All shrubs shall be protected in an approved manner or replaced by Contractor at no added cost to home owner.

SECTION XII

FLOOR COVERINGS

A. GENERAL

1. Unless otherwise specified, owner will select color and pattern on all floor coverings.
2. All carpet, pad and vinyl floor coverings are to meet or exceed F.H.A. requirements.
3. Underlayment [1/2-inch particle board] will be installed before all new linoleum installations.
4. Tile floors to be installed per local building code and should include tile baseboard unless otherwise stated.. Dura rock or hardi backer to be installed using screws on all raised wood floors. The Dura rock or hardi backer shall be installed in the same pattern as roof sheeting with staggered seams.

DO NOT commence installation until work of other trades within area has been substantially completed. Commencing installation implies acceptance of surfaces to be covered.

B. PREPARATION

1. Clean all floor area of all defective materials.
2. **RESCREW ALL SUBFLOORS.** All new subfloor installations will be screwed in accordance to California Building and Residential Code requirements.
3. All floors are to be clean, smooth and free of dirt, grease, oil and/or other construction films.
4. Fill all cracks, minor holes, crevices and depressions with crack fill as recommended by floor manufacturers.
5. Concrete floor shall be dry with a smooth, steel troweled finish.

C. INSTALLATION

1. Follow manufacturer's specifications and recommendations for all installations.

2. Adhesive. Spread adhesive uniformly and at coverage rate recommended by manufacturer. Use notched steel trowel or other devices as specified by manufacturer of adhesive and flooring. Apply adhesive only to the extent which can be covered with flooring within the recommended "tack" time of the adhesive.
3. All joints and seams to be tightly butted, straight and aligned square with room axis. Neatly trim materials abutting other work to form a true, clean joint. Where flooring edges are covered by other materials, make cuts sufficiently accurate so that edges are completely concealed. All points or seams to be sealed as recommended by manufacturer.

All joints and seams between carpeting and vinyl flooring shall have trim and proper tack strips.

4. Floors in kitchens, bathrooms, and service porches shall be of durable, waterproof, non-absorptive materials such as asphalt, vinyl, vinyl plastic or rubber.

I have received a copy of the June 11, 2024 Housing Program Services Division "A Guide to Rehabilitation Standards" and will comply with its contents in all work done through the City of Turlock Housing rehabilitation Program. I will include the cost of all said work in my bids. Failure to include such costs could make my bid invalid and removed from the Contractor List.

NAME OF FIRM _____

SIGNATURE OF CONTRACTOR _____

DATE _____

City Council Staff Report

October 30, 2025



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Council to modify signing authority limits for the City Manager and Interim City Manager pursuant to the Turlock Municipal Code Sections 2-7-08(e) and 2-7-08(f)

2. NARRATIVE:

It is recommended that the City Council adopt the attached Resolution modifying signing authority limits for the City Manager and Interim City Manager pursuant to Turlock Municipal Code Sections 2-7-08(e) and 2-7-08(f).

Turlock Municipal Code Section 2-7-08(e) currently authorizes the City Manager to execute contracts and other documents involving expenditures up to \$100,000, unless otherwise set by resolution of the City Council. Section 2-7-08(f) similarly authorizes the Interim City Manager to execute contracts and documents up to \$25,000.

These thresholds were established to balance administrative efficiency with fiscal oversight. However, recent operational reviews and budgetary considerations have prompted a reevaluation of these limits to better align with current needs and governance priorities.

- **City Manager:** Reduced from \$100,000 to \$75,000
- **Interim City Manager:** Increased from \$25,000 to \$50,000

The reduction in the City Manager's signing authority is intended to enhance fiscal transparency and accountability. By lowering the threshold from \$100,000 to \$75,000, the City Council ensures greater visibility into higher-value expenditures and reinforces its commitment to open and responsible governance. The increase in the Interim City Manager's authority is intended to increase administrative efficiency as the lower threshold creates inefficiency in the contracting process.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no direct fiscal impact associated with this resolution.

4. 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.

5. ATTACHMENTS:

1. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING THE }
CITY COUNCIL TO MODIFY SIGNING }
AUTHORITY LIMITS FOR THE CITY }
MANAGER AND INTERIM CITY MANAGER }
PURSUANT TO THE TURLOCK MUNICIPAL }
CODE SECTIONS 2-7-08(e) AND 2-7-08(f) }**

RESOLUTION NO. 2025-

WHEREAS, Turlock Municipal Code Section 2-7-08(e) establishes the City Manager’s authority to execute contracts and other documents involving expenditures up to \$100,000, unless a different amount is set by resolution of the City Council; and

WHEREAS, Turlock Municipal Code Section 2-7-08(f) establishes the Interim City Manager’s authority to execute contracts and other documents involving expenditures up to \$25,000, unless a different amount is set by resolution of the City Council; and

WHEREAS, the City Council finds it necessary and appropriate to revise these limits to reflect current administrative needs and fiscal oversight priorities.

WHEREAS, adequate funds are available in the current fiscal year budget to support the position, and future budgets will include appropriate funding for continued service.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock as follows:

1. Pursuant to Turlock Municipal Code Section 2-7-08(e), the signing authority limit for the City Manager is hereby reduced from *\$100,000 to \$75,000*.
2. Pursuant to Turlock Municipal Code Section 2-7-08(f), the signing authority limit for the Interim City Manager is hereby increased from *\$25,000 to \$50,000*.
3. All other provisions of Section 2-7-08 shall remain unchanged and in full force and effect.
4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 30th day of October, 2025, by the following vote:

AYES:	()
NOES:	()
NOT PARTICIPATING:	()
ABSENT:	()

ATTEST:

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