City Council Meeting Agenda

July 28, 2026
6:00 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)

City Manager
John J. Murphy
City Clerk
Nichole Fiez
City Attorney
Katie O. Lucchesi

PUBLIC PARTICIPATION: Members of the public can participate in City Council meetings in the following ways:

1. Attending in person
   - City Hall Yosemite Room located at 156 S. Broadway, Turlock, California at 6:00 p.m.
2. Attending through zoom (Instructions below)
   - Webinar Link: https://www.zoom.us/join
   - Meeting ID: 867 6255 3296 Passcode: 092083
   - Call In: 1-669-444-9171 and press pound (#)

PUBLIC COMMENT: The public may address the City Council in person by completing the speaker cards and providing to the Police Officer. To address the City Council remotely, follow the **Instructions for Public Comment using Zoom**. Public comment will begin with speakers attending in-person first, followed by those attending via remote participation.

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.

GOVERNMENT CODE § 84308 REGULATIONS: To promote transparency and fairness in the governmental decision-making process, there are rules to prevent public officials from being unfairly influenced by contributors to their campaigns. The type of activity these laws were enacted to limit is often referred to as "pay-to-play," and is governed in California by Government Code section 84308. Parties to any proceedings involving a "license, permit, or other entitlement for use," as that term is defined in the Political Reform Act, pending before the City Council must disclose any campaign contribution over $500 (aggregated) within the preceding 12 months made by the party, their agent, and those required to be aggregated with their contributions under Gov. Code § 82015.5. The disclosure must include the amount contributed and the name(s) of the contributor(s).

INSTRUCTIONS FOR PUBLIC COMMENTS USING ZOOM

Follow these steps to log into Zoom from your computer or smart device (Your device must have audio capability to participate.):

Go To: www.zoom.us/join

Enter Meeting ID: 867 6255 3296 **Passcode:** 092083

Follow these steps to call into Zoom from your telephone:

Dial 1-669-444-9171 and press pound (#)

Enter Meeting ID: 867 6255 3296 and press pound (#) **Passcode:** 092083

1. **Use the "raise hand" function to join the queue to speak on the current agenda item** when the Chair calls the item for discussion.

Computer / Smart Device Users: You can find the raise hand option under your participant's name.

Telephone Users: Press star-nine (*9) on your phone to raise your hand. Press star-six (*6) to unmute when it is your turn to address City Council.

*Lower your hand if you choose not to speak or after you have made your comments by unchecking the raise hand option online.

2. Staff will call your name or the last four digits of your phone number when it is your time to speak.
3. You may state your name and city of residence at the beginning of your remarks for the minutes.
4. Speakers will have up to three minutes to make their remarks.
5. You may log off or hang up after making your comments.

DISCLAIMER: Participant names and/or phone numbers may be visible to all participants. The City records all public meetings.

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.

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

   A. Turlock Police Department Animal Services - Adoptable Pets

   B. Proclamation: National Night Out (Police)

6. **CONSENT CALENDAR**

   All matters listed under the Consent Calendar are considered routine and will be enacted by one motion with no separate discussion. Any item may be removed from the Consent Calendar and considered separately at the request of the Mayor or any Councilmember. Prior to Council action, members of the public may address the Council on the Consent Calendar. If during their Consent Calendar comments, a member of the public requests removal of an item for separate consideration, the Mayor or a Councilmember may do so. Public comment on the Consent Calendar is limited to one (1) minute per speaker, regardless of the number of items addressed by the speaker.

   A. Accepting the Weekly Demands of June 26, 2026 Through July 2, 2026 in the Amount of $1,927,322.27, Weekly Demands of July 3, 2026 Through July 9, 2026 in the Amount of $1,869,675.64, Accounts Payable EFT of May 1, 2026 Through May 31, 2026 in the Amount of $346,936.63 and Payroll EFT of April 1, 2026 Through April 30, 2026 in the Amount of $2,453,720.44 (Finance)

   B. Accepting the Investment and Cash Report for the Month of June 2026 in the Amount of $327,293,714.96 (Finance)

   C. Accepting the Minutes of the July 14, 2026 Regular City Council Meeting (City Clerk)

   D. Awarding Bid and Approving an Agreement with Champion Industrial Contractors, Inc., of Modesto, California in the Amount of $180,365.00 and Authorizing a Construction Contingency Amount of $18,036.50 (10%), for City Project No. 25-067 “Public Safety Facility Boiler Replacements" (Engineering)

   E. Approving an Agreement with Cloudburst Consulting Group, Inc. for Technical Assistance for Housing Programs in an Amount not to Exceed $150,000 (Housing)

   F. Awarding Bid and Approving an Agreement with Living Water Well Drilling in the Amount of $177,000.00 and Authorizing a Construction Contingency Amount of $17,700 (10.0%) for the

Construction of City Project No. 24-003A "Downtown PCE Remediation - Drill Test Hole in Downtown Area" (Engineering)

G. Awarding Bid and Approving an Agreement with Delgado Engineering in the Amount of $204,100 and Authorizing a Construction Contingency Amount of $20,410 (10.0%) for the Construction of City Project No. 20-010 "Corporation Yard Security & Lighting Improvements" (Engineering)

H. Rescinding Resolution No. 2026-037 and Adopting a New Resolution Designating the Authorized Signatures for the City of Turlock Bank Accounts with Westamerica Bank and No Fiscal Impact (Finance)

I. Initiating Proceedings for the Annual Levy of Assessments for Existing Landscaping and Lighting Assessment Districts and Street Maintenance Benefit Assessment Areas in the City of Turlock for Fiscal Year 2026-2027 (Engineering)

J. Declaring the City Council's Intention for the Levy and Collection of Assessments, Preliminarily Approving the Engineer's Report, and Appointing a Time and Place for a Public Hearing for the Existing Landscaping and Lighting Assessment Districts and Street Maintenance Benefit Assessment Areas in the City of Turlock for Fiscal Year 2026-2027 (Engineering)

K. Accepting Improvements for City Project No. 23-067 "Mark Thomas Task Order No. 3 for Roads Program CIP Projects" (Bid Package 1) and Authorizing a City Engineer to File a Notice of Completion (Roads Program)

L. Approving an Agreement with Goldfarb & Lipman LLP to Provide Housing Legal Services Not to Exceed $100,000 (Housing)

M. Reaffirming the Determination Made by the City Manager in Response to the Emergency Created by the Inoperative Freezer Unit at the Animal Control Facility (City Project No. 26-041 "Animal Control Freezer Evaporator and Condenser Replacement") and Finding that the Emergency Will Not Permit a Delay Resulting from a Competitive Solicitation for Bids Pursuant to Public Contract Code Section 22050(c)(2) (Engineering)

N. Awarding Bid and Approving an Agreement with RNR Paving in the Amount of $474,102.90 and Authorizing a Construction Contingency Amount of $47,410.29 (10%) for City Project No. 25-020 "Fire Station No. 33 Site Improvements", Appropriating Funds, and Determining the Award of Bid is Exempt from Provisions of CEQA (Engineering)

O. Accepting an Allocation of $246,037 to Administer the Cannabis Tax Fund Grant Program from the California Highway Patrol (Police)

P. Approving the Final Map and Subdivision Improvement Agreement with Bright Development, Inc. for Verano Subdivision Phase 1 (VTSM 2024-02, Project No. 25-042 with No Direct Fiscal Impact (Engineering)

7. **FINAL READINGS**

A. Second and Final Reading of an Ordinance Amending Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 17 (Itinerant Vendors) and Adding Turlock Municipal

Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 29 (Sidewalk Vendors) (City Attorney)

8. **PUBLIC HEARINGS**

9. **ACTION ITEMS**

A. Fiscal Year 2026-2027 Staffing Level Budget Amendment for the Stanislaus Regional Water Authority Operations Fund 450 "SRWA - Operations" with a Fiscal Impact of $143,815 but is Mitigated by a Reduction of Contract Help (Finance)

10. **PUBLIC PARTICIPATION**

Pursuant to California Government Code Section 54954.3(a), this portion of the meeting is set aside for members of the public to address the City Council on matters that are not listed on tonight's agenda but are within the subject matter jurisdiction of the City Council. Speakers will be allowed up to three (3) minutes for their comments. The total time allotted for this public comment period shall not exceed thirty (30) minutes. Comments on matters outside the Council's subject matter jurisdiction may be ruled out of order by the presiding officer and not permitted to continue. Pursuant to Government Code Section 54954.2(a)(3), the City Council may not take action or engage in substantive discussion on items not listed on the posted agenda. However, the Council or staff may briefly respond to public comments, refer matters to staff, or request that a topic be placed on a future agenda.

11. **CITY MANAGER REPORTS/UPDATES**

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

12. **COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS**

13. **CLOSED SESSION**

A. Threat to Public Services of Facilities, Cal. Gov't Code §54957(a)
"This chapter shall not be construed to prevent the legislative body of local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public series or public facilities."
Consultation with: City Attorney Katie Lucchesi

B. Conference with Legal Counsel – Existing Litigation pursuant to California Government Code §54956.9(d)(1)
Two Cases: Turlock Gospel Mission vs. City of Turlock (Case No. CV-26-007057), and People of the State of California vs City of Turlock (Case No. CV-26-007151).

14. **REPORTS FROM CLOSED SESSION**

15. **ADJOURNMENT**

PROCLAMATION

CITY OF TURLOCK INC. 1908

IN HONOR OF

NATIONAL NIGHT OUT 2026

August 4, 2026

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 4, 2026, entitled "National Night Out;" and

WHEREAS, the "43rd Annual National Night Out" provides a unique opportunity for the City of Turlock to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the City of Turlock plays a vital role in assisting the Turlock Police Department through joint crime, drug and violence prevention efforts in the City of Turlock and is supporting "National Night Out 2026" locally; and

WHEREAS, it is essential that all residents of the City of Turlock be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in the City of Turlock; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our residents, do hereby call upon all residents of the City of Turlock to join the City of Turlock and the National Association of Town Watch in supporting the **"43rd Annual National Night Out"** on August 4, 2026.

SEAL OF THE CITY OF TURLOCK

IN WITNESS WHEREOF, I, AMY BUBLAK, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 28th day of July 2026.

AMY BUBLAK, MAYOR
City of Turlock, County of Stanislaus,
State of California

I, Isaac Moreno, the Finance Director of the City of Turlock attest that each check is entered into the Check Register with each check number, the date of issue, the amount, and the name of the payee. Each check entered into the Check Register conforms to the current City budget. I hereby submit the Check Register to the City Manager for approval prior to being placed on the council agenda for ratification per Turlock Municipal Code Sections 3-2-05 and 3-2-07.

Check Register dated 6/26/26 – 7/2/26

Isaac Moreno – Finance Director — Date 7-6-26

John J. Murphy - City Manager — Date 8 JUL 26

Payment Register

From Payment Date: 6/26/2026 - To Payment Date: 7/2/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
159957	06/26/2026	Reconciled		06/30/2026	Accounts Payable	Genfare, LLC	$612.75	$612.75	$0.00

Invoice	Date	Description	Amount
1800002677	04/27/2026	Freight for Inv # 90216416 PO #2026-804	$612.75

Paying Fund	Cash Account	Amount
426 - Transit	426.11000 (Cash)	$612.75

159958	07/01/2026	Open			Utility Management Refund	ARAFAT, SAFA, YASER	$278.49

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	233196-005	MOVE OUT CREDIT	06/30/2026	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$278.49

159959	07/01/2026	Open			Utility Management Refund	DRG PROPERTY MANAGEMENT	$316.89

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	829692-009	MOVE OUT CREDIT	06/30/2026	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$316.89

159960	07/01/2026	Open			Utility Management Refund	PRICE, ERIC, TANNER	$336.21

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	139262-011	MOVE OUT CREDIT	06/30/2026	Refund

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$25.00
420 - WATER	420.11000 (Cash)	$311.21

159961	07/01/2026	Open			Utility Management Refund	SADAAT, TAHIRA	$368.81

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	239232-011	MOVE OUT CREDIT	06/30/2026	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$368.81

159962	07/02/2026	Open			Accounts Payable	ABS DIRECT INC	$8,774.43

Invoice	Date	Description	Amount
143473	06/22/2026	UT DELINQ - JUNE 2026	$774.43
MP-20260622	06/22/2026	POSTAGE ADVANCE FOR JUL/AUG 2026	$8,000.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$8,258.15
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$258.15
420 - WATER	420.11000 (Cash)	$258.13

159963	07/02/2026	Open			Accounts Payable	AFLAC	$3,147.45

Invoice	Date	Description	Amount
014854	06/25/2026	AFLAC INDIVIDUAL JUNE 2026	$3,147.45

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$3,147.45

Payment Register

From Payment Date: 6/26/2026 - To Payment Date: 7/2/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159964	07/02/2026	Open			Accounts Payable	AIRGAS NCN	$1,676.29		

Invoice	Date	Description	Amount
5525268949	05/31/2026	RENT CYL LARGE ACETYLENE/ARGON/DIOXIDE/HELIUM/OXYGEN/ARGON	$82.27
5525269119	05/31/2026	RENT CYL LARGE ACETYLENE/ARGON/DIOXIDE/HELIUM/OXYGEN/ARGON	$1,594.02

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$531.34
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$613.61
420 - WATER	420.11000 (Cash)	$531.34

159965	07/02/2026	Open			Accounts Payable	AT&T / CALNET 3	$8,907.72		

Invoice	Date	Description	Amount
000025399314	06/13/2026	BAN #9391034901 (T1 LINE - 4-way split) 5/13/26-6/12/26	$156.45
000025399172	06/13/2026	BAN #9391034847 /City-wide system 2096682612957 (5/13/26-6/12/26)	$751.00
000025399168	06/13/2026	BAN #9391034842 / PSF Phones 2096323265 (5/13/26-6/12/26)	$506.32
MULTI 6/13/26	06/13/2026	Multiple COT accounts paid on 7/2/26 (MAY-JUN 2026)	$7,493.95

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$8,120.27
205 - Sports Facilities	205.11000 (Cash)	$52.36
217 - Streets - Gas Tax	217.11000 (Cash)	$6.38
246 - Landscape Assessment	246.11000 (Cash)	$6.38
255 - CDBG	255.11000 (Cash)	$43.96
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$225.05
420 - WATER	420.11000 (Cash)	$85.81
426 - Transit	426.11000 (Cash)	$129.58
501 - Information Technology	501.11000 (Cash)	$152.58
505 - Fleet	505.11000 (Cash)	$85.35

159966	07/02/2026	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	$321.00		

Invoice	Date	Description	Amount
6/22/26	06/22/2026	PSF Monthly Internet Service - 6/23/26-7/22/26	$107.00
6/18/26	06/18/2026	Monthly Internet Service - 6/19/26-7/18/26	$214.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$107.00
501 - Information Technology	501.11000 (Cash)	$214.00

159967	07/02/2026	Open			Accounts Payable	AT&T Corp	$589.98		

Invoice	Date	Description	Amount
5642346119	06/11/2026	SRWA - JPA, Surface Water, Operations- Internet Access June 2026	$589.98

Paying Fund	Cash Account	Amount
950 - SRWA - JPA	950.11000 (Cash)	$589.98

159968	07/02/2026	Open			Accounts Payable	B&H FOTO & ELECTRONICS CORP	$9,986.24		

Invoice	Date	Description	Amount
244976624	05/28/2026	Communications NAS Bundle	$9,986.24

City of Turlock

Payment Register

From Payment Date: 6/26/2026 - To Payment Date: 7/2/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$9,986.24		
159969	07/02/2026	Open			Accounts Payable	BICSEC SECURITY INC	$690.00		
	Invoice		Date	Description			Amount		
	241692		06/08/2026	EMERGENCY SERVICE 5/22/2026 RESET SYSTEM CITY HALL			$690.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$690.00		
159970	07/02/2026	Open			Accounts Payable	BLUETRITON BRANDS INC	$439.08		
	Invoice		Date	Description			Amount		
	16F0033242330		06/09/2026	5 GALLON DRINKING WATER AND CUPS FOR 701 S. WALNUT			$222.48		
	16F0033309543		06/09/2026	5 Gallon water & cups @ Corp Yard (5/7 - 6/6/2026) - Maint.			$216.60		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$108.30		
	217 - Streets - Gas Tax			217.11000 (Cash)			$54.15		
	246 - Landscape Assessment			246.11000 (Cash)			$54.15		
	505 - Fleet			505.11000 (Cash)			$222.48		
159971	07/02/2026	Open			Accounts Payable	Bray Sales, Inc. DBA T&T Valve and Instrument	$1,491.32		
	Invoice		Date	Description			Amount		
	22090031403		06/16/2026	ELECTRICAL SUPPLIES			$1,491.32		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$1,491.32		
159972	07/02/2026	Open			Accounts Payable	CAROLLO ENGINEERS	$105,147.99		
	Invoice		Date	Description			Amount		
	Fb83340		05/31/2026	25-058 TRWQCF Primary Flotator Improvements-5/31/26			$105,147.99		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$105,147.99		
159973	07/02/2026	Open			Accounts Payable	CDW LLC	$7,056.36		
	Invoice		Date	Description			Amount		
	AJ5Z56T		06/01/2026	NetMotion - PD			$7,056.36		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$7,056.36		
159974	07/02/2026	Open			Accounts Payable	CHAMPION INDUSTRIAL	$2,302.53		
	Invoice		Date	Description			Amount		
	88180		06/16/2026	NO A/C IN WATER CONTROL LAB			$559.12		
	88182		06/16/2026	NO A/C FOR UNIT #8			$1,743.41		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,743.41		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$559.12		
159975	07/02/2026	Open			Accounts Payable	CHARTER COMMUNICATIONS	$333.75		
	Invoice		Date	Description			Amount		
	006514061526		06/15/2026	INTERNET AT CITY BLDGS; SENIOR CENTER; MARTY YERBY & RUBE BOESCH			$333.75		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)		$333.75			
159976	07/02/2026	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	$181.13		
	Invoice		Date	Description		Amount			
	5341632913		06/12/2026	FIRST AID CABINET REFILL- WQC/ELECTRICAL		$163.81			
	5342744107		06/18/2026	SRWA Medical Supplies 6.18.26		$17.32			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$81.90			
	420 - WATER			420.11000 (Cash)		$81.91			
	450 - SRWA - Operations			450.11000 (Cash)		$17.32			
159977	07/02/2026	Open			Accounts Payable	COLUMBIA MACHINE WORKS INC	$141.21		
	Invoice		Date	Description		Amount			
	9481		06/12/2026	FAN BLOWER SHAFT		$141.21			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$141.21			
159978	07/02/2026	Open			Accounts Payable	CURTIS & SONS INC, L N	$8,065.21		
	Invoice		Date	Description		Amount			
	INV1081132		06/18/2026	RESPONSE JACKETS/TACTICAL PANTS/HELMETS		$4,518.21			
	INV1082185		06/23/2026	GOLD COBRA PARTICULATE HOOD		$3,547.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$8,065.21			
159979	07/02/2026	Open			Accounts Payable	DELL MARKETING LP	$25,560.33		
	Invoice		Date	Description		Amount			
	10879344839		06/17/2026	EOC Workstation and Monitors		$1,751.49			
	10877394395		06/02/2026	PD Dispatch Workstation Bundle		$5,607.53			
	10873397234		05/02/2026	Dell Pro 16 Plus BTX Base		$1,590.99			
	10877035630		05/30/2026	Transit Workstations - 7 Count Pro Plus		$16,026.49			
	10875737228		05/20/2026	Monitor for CM's Office		$583.83			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$7,782.35			
	119 - American Rescue Plan Act			119.11000 (Cash)		$1,751.49			
	426 - Transit			426.11000 (Cash)		$16,026.49			
159980	07/02/2026	Open			Accounts Payable	Dirt Dynasty, Inc.	$1,107,186.80		
	Invoice		Date	Description		Amount			
	P7/CP23-069		06/24/2026	23-069 Construction for Roads April 2026		$1,107,186.80			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		$1,107,186.80			
159981	07/02/2026	Open			Accounts Payable	DXP Enterprises, Inc.	$877.83		
	Invoice		Date	Description		Amount			
	55867908		06/03/2026	MOUNTING TOOL FOR HOLDING BANDS		$877.83			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$877.83			
159982	07/02/2026	Open			Accounts Payable	DYETT & BHATIA URBAN	$9,714.00		
	Invoice		Date	Description		Amount			
	21-580-31-B		06/22/2026	REAP 2.0		$9,714.00			
	Paying Fund			Cash Account		Amount			
	271 - Development Services Grants			271.11000 (Cash)		$9,714.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159983	07/02/2026	Voided	INCORRECT ENTRY	07/02/2026	Accounts Payable	EDGES ELECTRICAL GROUP LLC	$353.68		
	Invoice		Date	Description			Amount		
	S6740729.001		06/03/2026	BRACKET/ 4 PORT OUTLET STRAP/ 2PORT OUTLET STRAP/ KEYSTONE CONNE			$164.18		
	S6746017.001		06/10/2026	CONDUCTOR BOOT			$43.43		
	S6673195.001A		05/18/2026	FREIGHT CHARGE FOR INVOICE S6673195.001			$146.07		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$164.18		
	246 - Landscape Assessment			246.11000 (Cash)			$43.43		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$146.07		
159984	07/02/2026	Open			Accounts Payable	EKI Environment & Water Inc.	$66,991.77		
	Invoice		Date	Description			Amount		
	C50010.00-08		06/11/2026	SWRCB Prop.1 Grant Funding consulting through May 31, 2026			$66,991.77		
	Paying Fund			Cash Account			Amount		
	423 - PCE Downtown (Prop 1 Grant)			423.11000 (Cash)			$66,991.77		
159985	07/02/2026	Open			Accounts Payable	FASTENAL COMPANY INC	$297.20		
	Invoice		Date	Description			Amount		
	CATUR206969		06/05/2026	S/S HCS 3/8-16X-3/4 - ELECTRICAL SUPPLIES			$297.20		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$297.20		
159986	07/02/2026	Open			Accounts Payable	FEDERAL EXPRESS	$81.28		
	Invoice		Date	Description			Amount		
	9-356-15158		06/26/2026	SHIPPING CHARGES FOR 6/26/26			$81.28		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$81.28		
159987	07/02/2026	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	$3,663.09		
	Invoice		Date	Description			Amount		
	9328317		06/10/2026	SHIELD WITH HARDWARE			$1,762.44		
	9515452		06/18/2026	SUN SHEILD WITH HARDWARE			$1,762.44		
	9568094		06/22/2026	NITRIC ACID TRACE MTL 500ML			$138.21		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$3,524.88		
	420 - WATER			420.11000 (Cash)			$138.21		
159988	07/02/2026	Open			Accounts Payable	FRANTZ WHOLESALE NURSERY LLC	$4,907.58		
	Invoice		Date	Description			Amount		
	652267		06/02/2026	TREE ORDER FOR STREETS			$4,907.58		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$481.93		
	217 - Streets - Gas Tax			217.11000 (Cash)			$4,425.65		
159989	07/02/2026	Open			Accounts Payable	GLENWOOD FAST TRACK INC	$1,183.00		
	Invoice		Date	Description			Amount		
	1059		05/18/2026	CAR WASH SERVICES - APRIL 2026			$497.00		
	1063		06/22/2026	CAR WASH SERVICES - MAY 2026			$686.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,053.50		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$63.00		
	420 - WATER			420.11000 (Cash)			$42.00		
	426 - Transit			426.11000 (Cash)			$17.50		
	450 - SRWA - Operations			450.11000 (Cash)			$3.50		
	501 - Information Technology			501.11000 (Cash)			$3.50		
159990	07/02/2026	Open			Accounts Payable	GRAINGER INC, W W	$5,813.86		
	Invoice		Date	Description			Amount		
	9952962745		06/15/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$146.07		
	9947441979		06/10/2026	SCAFFOLD TOWER 22FT			$4,558.41		
	9952863927		06/15/2026	SOLENOID VALVE			$544.79		
	9946036085		06/09/2026	LOCKING CLAMP			$110.98		
	9946036093		06/09/2026	COGGED V BELT			$412.08		
	9942086761		06/05/2026	MINISNAPACTIONS SWITCH PLUNGER			$41.53		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$5,081.47		
	420 - WATER			420.11000 (Cash)			$586.32		
	505 - Fleet			505.11000 (Cash)			$146.07		
159991	07/02/2026	Open			Accounts Payable	Guidepost Solutions LLC	$18,380.00		
	Invoice		Date	Description			Amount		
	77437		05/30/2026	Design Services for Camera System-Assessment/Design May 2026			$18,380.00		
	Paying Fund			Cash Account			Amount		
	120 - Tourism			120.11000 (Cash)			$15,255.40		
	217 - Streets - Gas Tax			217.11000 (Cash)			$1,838.00		
	420 - WATER			420.11000 (Cash)			$1,286.60		
159992	07/02/2026	Open			Accounts Payable	HACH COMPANY	$5,456.67		
	Invoice		Date	Description			Amount		
	15048361		06/17/2026	MC ASSY, PUMP, REPACEMENT, SD900			$5,144.82		
	15031301		06/04/2026	LAB SUPPLIES			$311.85		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$5,456.67		
159993	07/02/2026	Open			Accounts Payable	HARDERS PRINT SHOP INC	$620.71		
	Invoice		Date	Description			Amount		
	79115		06/29/2026	Tablecloths			$472.36		
	79116		06/29/2026	We Are Hiring Banners			$148.35		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$620.71		
159994	07/02/2026	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	$3,223.02		
	Invoice		Date	Description			Amount		
	INV01063690		06/02/2026	COD VIALS HR 20-1500 MG/L HG FREE 150/PK			$1,800.57		
	INV01071449		06/10/2026	SRWA supplies - Intellical Red Rod PH Probe			$1,422.45		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,800.57		
	450 - SRWA - Operations			450.11000 (Cash)			$1,422.45		
159995	07/02/2026	Open			Accounts Payable	HILMAR LUMBER INC	$316.07		
	Invoice		Date	Description			Amount		
	787645		06/05/2026	Supplies for Municipal Services			$135.09		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	788740		06/11/2026	SAWHORSE FOLD			$129.28		
	786794		06/02/2026	IRWIN CNTRSINK 3/4 DIA			$51.70		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$316.07		
159996	07/02/2026	Open			Accounts Payable	HILMAR READY MIX	$70.39		
	Invoice		Date	Description			Amount		
	13635		05/21/2026	CONCRETE			$70.39		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			$70.39		
159997	07/02/2026	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	$339.00		
	Invoice		Date	Description			Amount		
	42065701		06/12/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$232.47		
	42163980		06/22/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$106.53		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$339.00		
159998	07/02/2026	Open			Accounts Payable	IVAN RAY ALEXANDER DBA PRECISION HYDRO INC	$6,966.25		
	Invoice		Date	Description			Amount		
	6-18-26-01		06/18/2026	HYDROSTATIC TESTING OF SCBA CYLINDERS			$6,966.25		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$6,966.25		
159999	07/02/2026	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	$23,900.00		
	Invoice		Date	Description			Amount		
	52495695		05/29/2026	Managed Application Services			$23,900.00		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			$23,900.00		
160000	07/02/2026	Open			Accounts Payable	Linde Inc.	$11,949.04		
	Invoice		Date	Description			Amount		
	57490755		06/24/2026	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 6.24.26			$11,949.04		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$11,949.04		
160001	07/02/2026	Open			Accounts Payable	LION FIRST RESPONDER PPE, INC dba LION GROUP, INC	$4,996.59		
	Invoice		Date	Description			Amount		
	30251890		06/19/2026	SG4000 TRAINING PROPS			$4,996.59		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$4,996.59		
160002	07/02/2026	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	$351.57		
	Invoice		Date	Description			Amount		
	49594978		06/18/2026	ASPHALT			$351.57		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$351.57		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160003	07/02/2026	Open			Accounts Payable	MICROBAC LABORATORIES, INC. dba GEOANALYTICAL LAB	$3,149.25		

Invoice	Date	Description	Amount
726002360	06/16/2026	BIMONTHLY WASTEWATE ANALYSIS - NO3 + NO2 AS N, NH3, TOTAL P	$152.90
726002340	06/12/2026	CORROSION CONTROL WQP MONITORING - SITES	$654.74
726002298	06/10/2026	DW - WELL 38 MONTHLY ANALYSIS	$428.68
726002301	06/10/2026	WEEKLY WASTEWATER SAMPLING - AMMONIA	$46.58
726002300	06/10/2026	WEEKLY WASTEWATER SAMPLING - AMMONIA	$46.58
726002299	06/10/2026	WEEKLY WASTEWATER SAMPLING - AMMONIA	$46.58
726002311	06/11/2026	BACKGROUND DMC 123-TCP SAMPLING	$743.00
726002312	06/11/2026	QUARTERLY WASTEWATER ANALYSIS	$59.58
726002313	06/11/2026	QUARTERLY WASTEWATER ANALYSIS	$59.58
726002315	06/11/2026	MONTHLY WASTEWATER ANALYSIS - THMs	$181.71
726002314	06/11/2026	DRINKING WATER WELL ANALYSIS - PCE	$335.75
726002217	06/03/2026	MONTHLY WASTEWATER ANALYSIS THMs	$181.71
726002460	06/24/2026	SRWA LABORATORY ANALYSIS SERVICES 76F003 6.24.26	$211.86

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$775.22
416 - Recycled Water Sales	416.11000 (Cash)	$743.00
420 - WATER	420.11000 (Cash)	$1,419.17
950 - SRWA - JPA	950.11000 (Cash)	$211.86

160004	07/02/2026	Open			Accounts Payable	New Century Construction & Consulting Inc.	$855.00		

Invoice	Date	Description	Amount
PP3/CP 24-036	04/30/2026	24-036 Renovations Sr Center and Marty Yerby Rec - 4/30/26	$855.00

Paying Fund	Cash Account	Amount
258 - Housing Stimulus Funds	258.11000 (Cash)	$855.00

160005	07/02/2026	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY	$534.29		

Invoice	Date	Description	Amount
170265	06/09/2026	TOMBSTONE BOX OF 24	$534.29

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$534.29

160006	07/02/2026	Open			Accounts Payable	P G & E	$8.65		

Invoice	Date	Description	Amount
REC 6/24/26	06/24/2026	2749172768-4 / 144 S Broadway	$8.65

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$8.65

160007	07/02/2026	Open			Accounts Payable	PALITTO CONSULTING SERVICES, INC	$5,539.60		

Invoice	Date	Description	Amount
63689	04/30/2026	ANNUAL SUPPORT RENEWAL - IVR 4/1/26-3/31/27	$5,539.60

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,769.80
420 - WATER	420.11000 (Cash)	$2,769.80

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160008	07/02/2026	Open			Accounts Payable	PAN PACIFIC SUPPLY CO OF SF INC DBA PAN-PACIFIC	$6,213.68		

Invoice	Date	Description	Amount
29620537	06/16/2026	MECHANICAL SEAL FOR DENSADEG RECYCLE PUMPS	$6,213.68

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$6,213.68

160009	07/02/2026	Open			Accounts Payable	POLYDYNE INC	$21,253.04		

Invoice	Date	Description	Amount
2019097	04/14/2026	SUPPLY OF CATIONIC EMULSION POLYMER	$16,489.28
2038032	06/16/2026	SRWA SUPPLY AND DELIVERY OF Cationic Polymer 6.16.26	$4,763.76

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$16,489.28
450 - SRWA - Operations	450.11000 (Cash)	$4,763.76

160010	07/02/2026	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC	$141,470.49		

Invoice	Date	Description	Amount
130362	04/30/2026	SR01, 23-046 Well 29 Chlorination-4/30/26	$5,064.08
130207	04/30/2026	SR02, 24-045 Well 36 GAC Treatment-Environmental-4/30/26	$2,427.50
131489	05/31/2026	SR05, 25-044 Well 35 GAC and Arsenic Treatment-5/31/26	$5,191.60
131239	05/31/2026	SR01, 23-046 Well 29 Chlorination-5/31/26	$3,431.00
131133	06/09/2026	CP26-016 Roads Design Task Order 8 May 2026	$50,070.43
131132	06/09/2026	25-025 Design Task Order 4 Roads May 2026	$2,330.94
131584	06/18/2026	25-040 Design Services Task Order 5 May 2026	$8,644.08
131754	06/22/2026	26-014 Design Roads Task 6 May 2026	$64,310.86

Paying Fund	Cash Account	Amount
115 - Measure A - Roads	115.11000 (Cash)	$116,712.23
218 - Measure L	218.11000 (Cash)	$8,644.08
420 - WATER	420.11000 (Cash)	$8,495.08
422 - Well Remediation	422.11000 (Cash)	$7,619.10

160011	07/02/2026	Open			Accounts Payable	REED INC, GEORGE	$641.58		

Invoice	Date	Description	Amount
100401547	06/15/2026	ASPHALT	$134.28
100401716	06/16/2026	ASPHALT	$129.14
100402024	06/18/2026	ASPHALT	$124.00
100401257	06/11/2026	ASPHALT	$127.08
100401408	06/12/2026	ASPHALT	$127.08

Paying Fund	Cash Account	Amount
219 - SB1 Road Maint & Rehab Account	219.11000 (Cash)	$641.58

160012	07/02/2026	Open			Accounts Payable	Revize LLC	$12,700.00		

Invoice	Date	Description	Amount
23918	05/28/2026	Annual Hosting and Maintenance - Year 2	$12,700.00

Paying Fund	Cash Account	Amount
501 - Information Technology	501.11000 (Cash)	$12,700.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160013	07/02/2026	Open			Accounts Payable	Rexel USA, Inc.	$305.86		

Invoice	Date	Description	Amount
S145134352.001A	05/07/2026	DUCT COVER	$59.03
S145184332.004	06/05/2026	SMALL DIM FUSE	$72.51
S145134352.002	06/15/2026	WIDE SLOT DUCT PVC	$174.32

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$233.35
420 - WATER	420.11000 (Cash)	$72.51

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160014	07/02/2026	Open			Accounts Payable	Rexel USA, Inc.	$2,208.15		

Invoice	Date	Description	Amount
7K01329	06/04/2026	LEV /0401-W 1G DECRA DEV MNT - ELECTRICAL HR SUPPLIES	$10.17
7I36384	05/13/2026	NEW UFD DRIVE FOR PUMP #3	$83.32
7K47966	06/12/2026	TERMINAL BLOCK	$50.32
7K70153	06/16/2026	PULL LINE / STM PULL/ BLK CBLE TIE/ ZIPPER CANVAS	$349.27
7J78866	06/03/2026	NEOPRENE GSKT/ GALV NIPPLE	$173.68
3Y27943	06/23/2026	SRWA Supplies - Electrical Lime Silo Vibrator	$1,541.39

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$10.17
219 - SB1 Road Maint & Rehab Account	219.11000 (Cash)	$173.68
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$482.91
450 - SRWA - Operations	450.11000 (Cash)	$1,541.39

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160015	07/02/2026	Open			Accounts Payable	ROBERTSON - BRYAN INC	$13,924.25		

Invoice	Date	Description	Amount
17632	05/31/2026	NPDES PERMIT COMPLIANCE SERVICES	$13,924.25

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$13,924.25

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160016	07/02/2026	Open			Accounts Payable	SHAPE INC	$88,611.23		

Invoice	Date	Description	Amount
67994B54405	06/09/2026	COUPLING ROD PROTECTION BELLOW/CONNECTION SLEEVE-K/CYLINDER PIN	$8,074.10
60374B46817	12/30/2025	INSPECTION COVER/GEAR JOINT/KEY/KJOINT NUT/ORING/ FREIGHT LOT	$21,659.75
60364B46818	01/29/2026	GEAR JOINT/K-JOINT NUT W THREADED PIN/ STATOR	$5,938.57
64444B53165	05/14/2026	NDB49606111 ROTOR-K/ FREIGHT LOT/958848 STATOR	$47,112.07
67994B54840	06/18/2026	DRIVE SHAFT/ FREIGHT LOT/ CYLINDER PIN	$5,826.74

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$88,611.23

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160017	07/02/2026	Open			Accounts Payable	SHARPENING SHOP	$4,849.48		

Invoice	Date	Description	Amount
466220	06/18/2026	EDGER BLADE 7-11/16" X 1" UNSHARPENED	$233.00
466491	06/23/2026	BACKPACK BLOWER (1); CHAINSAW (1); TRIMMER (3); EDGER (3)	$4,616.48

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$233.00
246 - Landscape Assessment	246.11000 (Cash)	$4,616.48

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160018	07/02/2026	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	$2,830.00		
	Invoice		Date	Description			Amount		
	230445132		06/12/2026	Olive and Wayside			$2,540.00		
	230445133		06/15/2026	Broadway and A St. Police Door/Lock Assembly			$290.00		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$2,830.00		
160019	07/02/2026	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	$3,100.75		
	Invoice		Date	Description			Amount		
	3100.75		06/24/2026	NOD for MDP 2604 CP 24-045 Well 36 GAC Treatment Environ Filing			$3,100.75		
	Paying Fund			Cash Account			Amount		
	422 - Well Remediation			422.11000 (Cash)			$3,100.75		
160020	07/02/2026	Open			Accounts Payable	STANISLAUS CTY SHERIFF	$144.46		
	Invoice		Date	Description			Amount		
	062026GONZALEZ		06/26/2026	06202026 PAYROLL WITHHOLDING			$144.46		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$144.46		
160021	07/02/2026	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	$18,000.00		
	Invoice		Date	Description			Amount		
	EPL R5-2026-0518		06/23/2026	ACCEPTANCE OF CONDITIONAL RESOLUTION AND WAIVER OF RIGHT TO			$18,000.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$18,000.00		
160022	07/02/2026	Open			Accounts Payable	Stoel Rives LLP	$764.00		
	Invoice		Date	Description			Amount		
	8127398		06/15/2026	PCE Contamination services through May 31, 2026			$764.00		
	Paying Fund			Cash Account			Amount		
	423 - PCE Downtown (Prop 1 Grant)			423.11000 (Cash)			$764.00		
160023	07/02/2026	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	$405.35		
	Invoice		Date	Description			Amount		
	062026BECCHETTI		06/26/2026	06202026 PAYROLL WITHHOLDING			$405.35		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$405.35		
160024	07/02/2026	Open			Accounts Payable	T I D	$56,299.54		
	Invoice		Date	Description			Amount		
	624170 - June 26		06/11/2026	ACC#6241700000 - June 2026			$56,299.54		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$56,299.54		
160025	07/02/2026	Open			Accounts Payable	The Tranzonic Companies dba CCP Direct	$554.58		
	Invoice		Date	Description			Amount		
	IN05871992		06/11/2026	PREMATEX FLAT BLUE SMOOTH 24X24			$554.58		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$277.29		
	420 - WATER			420.11000 (Cash)			$277.29		

Payment Register

From Payment Date: 6/26/2026 - To Payment Date: 7/2/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160026	07/02/2026	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	$375.50		

Invoice	Date	Description	Amount
1172954	06/18/2026	SNAKE SERVICE LABOR FIRE STATION #32	$375.50

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$375.50

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160027	07/02/2026	Open			Accounts Payable	TURLOCK JOURNAL	$1,675.00		

Invoice	Date	Description	Amount
420535	06/02/2026	Legal Ad: BID 2026-RFP-028 - 6/2/26	$125.00
420516	06/01/2026	Legal Ad: BID 2026-RFB-012 - 6/1/26	$100.00
420532	06/02/2026	Legal Ad: BID 2026-021 - 6/2/26	$125.00
420812	06/08/2026	Legal Ad: BID 2026-RFB-017 - 6/8/26	$100.00
420652	06/05/2026	Legal Ad: BID 2026-RFP-038 - 6/5/26	$100.00
419523	05/21/2026	AD 5457 NTC 25-049 Animal Control Facility Improv	$475.00
419524	05/21/2026	AD 5458 24-003A Downtown PCE Remediation	$450.00
420956	06/11/2026	Public Notice for 7/2/26 PC Meeting	$200.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$425.00
119 - American Rescue Plan Act	119.11000 (Cash)	$475.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$100.00
420 - WATER	420.11000 (Cash)	$225.00
423 - PCE Downtown (Prop 1 Grant)	423.11000 (Cash)	$450.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160028	07/02/2026	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	$54,846.27		

Invoice	Date	Description	Amount
53972813	06/19/2026	SODIUM HYPOCHLORITE	$14,292.98
53963351	06/16/2026	SODIUM HYPOCHLORITE	$17,167.00
53956771	06/12/2026	SODIUM HYPOCHLORITE	$17,168.79
53969552	06/18/2026	SRWA Supply & Del. Of Sodium Hydroxide Caustic 6.18.26	$6,217.50

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$48,628.77
450 - SRWA - Operations	450.11000 (Cash)	$6,217.50

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160029	07/02/2026	Open			Accounts Payable	VERIZON WIRELESS	$2,050.49		

Invoice	Date	Description	Amount
6145242610	06/03/2026	972530635-00030 WQC MAY 4 - JUN 3 2026	$494.13
6145242614	06/03/2026	972530635-00037 Master Radio WQC MAY 4 - JUN 3 2026	$118.63
6145242611	06/03/2026	972530635-00032 Electrical WQC MAY 4 - JUN 3 2026	$66.32
6145242613	06/03/2026	972530635-00036 Maintenance MAY 4 - JUN 3 2026	$611.76
6145242608	06/03/2026	972530635-00028 Recreation May 4-Jun 3 2026	$759.65

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$439.76
205 - Sports Facilities	205.11000 (Cash)	$68.03
217 - Streets - Gas Tax	217.11000 (Cash)	$263.66
246 - Landscape Assessment	246.11000 (Cash)	$40.01
270 - Recreation Grants	270.11000 (Cash)	$476.34
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$598.46
420 - WATER	420.11000 (Cash)	$118.63

Payment Register

From Payment Date: 6/26/2026 - To Payment Date: 7/2/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	505 - Fleet			505.11000 (Cash)			$45.60		
160030	07/02/2026	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	$3,911.43		
	Invoice		Date	Description			Amount		
	5/31/26		05/31/2026	UNIFORM RENTAL & LAUNDRY SERVICES - MAY 2026			$3,911.43		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$968.52		
	205 - Sports Facilities			205.11000 (Cash)			$205.72		
	217 - Streets - Gas Tax			217.11000 (Cash)			$191.12		
	246 - Landscape Assessment			246.11000 (Cash)			$343.51		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,178.93		
	420 - WATER			420.11000 (Cash)			$301.58		
	426 - Transit			426.11000 (Cash)			$50.39		
	450 - SRWA - Operations			450.11000 (Cash)			$258.62		
	505 - Fleet			505.11000 (Cash)			$413.04		
160031	07/02/2026	Open			Accounts Payable	Vestra Resources, Inc.	$2,613.00		
	Invoice		Date	Description			Amount		
	00254		04/09/2026	GIS Professional Services			$315.00		
	00419		06/11/2026	GIS Professional Services			$745.50		
	00334		05/12/2026	GIS Professional Services			$1,552.50		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			$2,613.00		
160032	07/02/2026	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	$1,250.00		
	Invoice		Date	Description			Amount		
	12-4982		06/01/2026	Project Management Software Tool for Capital Projects-June 2026			$1,250.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,250.00		
160033	07/02/2026	Open			Accounts Payable	WARDEN'S OFFICE INC	$1,074.44		
	Invoice		Date	Description			Amount		
	416066-00		06/22/2026	Modesty Panel & Labor - Office Reorganization			$634.44		
	416287-00		05/11/2026	WORKSTATION LABOR - VHUBBELL			$440.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,074.44		
160034	07/02/2026	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	$892.28		
	Invoice		Date	Description			Amount		
	S2299350.001		06/10/2026	SQ-D KAP36200 ELECTRICAL SUPPLIES			$892.28		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$892.28		
160035	07/02/2026	Open			Accounts Payable	Xerox Corporation dba Xerox Business Solutions LLC	$2,304.02		
	Invoice		Date	Description			Amount		
	IN5400842		05/29/2026	Printer Maintenance and Management System 4/26/26 -5/25/26			$2,304.02		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,146.57		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$0.50		

Payment Register

From Payment Date: 6/26/2026 - To Payment Date: 7/2/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$86.28			
	420 - WATER			420.11000 (Cash)			$56.80			
	501 - Information Technology			501.11000 (Cash)			$11.40			
	505 - Fleet			505.11000 (Cash)			$2.47			
160036	07/02/2026	Open			Accounts Payable	Corgiat , Brooke		$110.00		
	Invoice		Date	Description			Amount			
	167839		06/23/2026	Reimbursement for CA-NV AWWA Grade 3 Analyst Certification			$110.00			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$55.00			
	420 - WATER			420.11000 (Cash)			$55.00			
160037	07/02/2026	Open			Accounts Payable	Estrada, Salena		$600.00		
	Invoice		Date	Description			Amount			
	ProfDev FY 25/26		06/23/2026	ProfDev FY 25/26			$600.00			
	Paying Fund			Cash Account			Amount			
	450 - SRWA - Operations			450.11000 (Cash)			$600.00			
160038	07/02/2026	Open			Accounts Payable	GRISWALD INDUSTRIES		$945.00		
	Invoice		Date	Description			Amount			
	GP 25-015G		06/29/2026	DUST SECURITY REFUND GP 25-015G FOR 3731 MOUNTAIN VIEW RD			$945.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$945.00			
160039	07/02/2026	Open			Accounts Payable	HERNANDEZ, JEFFREY		$400.00		
	Invoice		Date	Description			Amount			
	HERNANDEZ REIMB.		06/08/2026	REIMBURSEMENT FOR PERSONAL DEVELOPMENT COURSES & TRAINING			$400.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$400.00			
160040	07/02/2026	Open			Accounts Payable	Khiek, Peou		$926.10		
	Invoice		Date	Description			Amount			
	TRN5329 Per Diem		06/24/2026	TR5329 Esri User Conference 2026 7/12/2026 - 7/17/2026			$926.10			
	Paying Fund			Cash Account			Amount			
	501 - Information Technology			501.11000 (Cash)			$926.10			
160041	07/02/2026	Open			Accounts Payable	Lucchesi, Katie, O		$151.41		
	Invoice		Date	Description			Amount			
	TR5307 REIMB		05/13/2026	TR5307 2026 City Attorney Spring Conference			$151.41			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$151.41			
160042	07/02/2026	Open			Accounts Payable	LUGO, MATTHEW		$30.00		
	Invoice		Date	Description			Amount			
	TR5316 PER DIEM		06/25/2026	INTROUDUCTION TO PLC/HMI			$30.00			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$30.00			
160043	07/02/2026	Open			Accounts Payable	MACHADO, SHEILA		$105.00		
	Invoice		Date	Description			Amount			
	1790RSC		06/12/2026	REIMBURSEMENT OF ICC CERTIFICATIONS			$105.00			

Payment Register

From Payment Date: 6/26/2026 - To Payment Date: 7/2/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$105.00		
160044	07/02/2026	Open			Accounts Payable	MALDONADO, AARON	$30.00		
	Invoice		Date	Description			Amount		
	TR5316A PERDIEM		06/25/2026	INTROUDUCTION TO PLC/HMI			$30.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$30.00		
160045	07/02/2026	Open			Accounts Payable	MORELLO CONSTRUCTION, LLC	$2,817.92		
	Invoice		Date	Description			Amount		
	METER #14759393		06/22/2026	REFUND FOR HYDRANT METER #14759393			$2,817.92		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$3,495.00		
	420 - WATER			420.11000 (Cash)			($677.08)		
160046	07/02/2026	Open			Accounts Payable	MURGALLIS, MARCEL	$400.00		
	Invoice		Date	Description			Amount		
	MURGALLIS-REIMB.		06/08/2026	REIMBURSEMENT FOR PERSONAL DEVELOPMENT COURSES & TRAINING			$400.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$400.00		
160047	07/02/2026	Open			Accounts Payable	Showalter, Nick	$700.00		
	Invoice		Date	Description			Amount		
	Prof Dev FY25/26		06/21/2026	Professional Development Directors			$700.00		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			$700.00		
160048	07/02/2026	Open			Accounts Payable	Slifert, Robert	$179.00		
	Invoice		Date	Description			Amount		
	5401304		06/22/2026	Reimbursement for 32 Hour Renewal Package for Ca Electricians			$179.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$89.50		
	420 - WATER			420.11000 (Cash)			$89.50		
160049	07/02/2026	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	$207.61		
	Invoice		Date	Description			Amount		
	S6740729.001		06/03/2026	BRACKET/ 4 PORT OUTLET STRAP/ 2PORT OUTLET STRAP/ KEYSTONE CONNE			$164.18		
	S6746017.001		06/10/2026	CONDUCTOR BOOT			$43.43		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$164.18		
	246 - Landscape Assessment			246.11000 (Cash)			$43.43		
Type Check Totals:					93 Transactions		$1,927,322.27	$612.75	$0.00
AP - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	$1,926,355.84	$0.00
	Reconciled	1	$612.75	$612.75
	Voided	1	$353.68	$0.00
	Stopped	0	$0.00	$0.00
	Total	93	$1,927,322.27	$612.75

City of Turlock

Payment Register

From Payment Date: 6/26/2026 - To Payment Date: 7/2/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	$1,926,355.84	$0.00
	Reconciled	1	$612.75	$612.75
	Voided	1	$353.68	$0.00
	Stopped	0	$0.00	$0.00
	Total	93	$1,927,322.27	$612.75

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**91**	**$1,926,355.84**	**$0.00**
	Reconciled	**1**	**$612.75**	**$612.75**
	Voided	**1**	**$353.68**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**93**	**$1,927,322.27**	**$612.75**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**91**	**$1,926,355.84**	**$0.00**
	Reconciled	**1**	**$612.75**	**$612.75**
	Voided	**1**	**$353.68**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**93**	**$1,927,322.27**	**$612.75**

I, Isaac Moreno, the Finance Director of the City of Turlock attest that each check is entered into the Check Register with each check number, the date of issue, the amount, and the name of the payee. Each check entered into the Check Register conforms to the current City budget. I hereby submit the Check Register to the City Manager for approval prior to being placed on the council agenda for ratification per Turlock Municipal Code Sections 3-2-05 and 3-2-07.

Check Register dated 7/3/26 – 7/9/26
Accounts Payable EFT 5/1/26 – 5/31/26
Payroll EFT 4/1/26 – 4/30/26

7.13.26

Isaac Moreno – Finance Director — Date

15 JUL 26

John J. Murphy - City Manager — Date

City of Turlock

Payment Register

From Payment Date: 7/3/2026 - To Payment Date: 7/9/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
160050	07/09/2026	Open			Accounts Payable	A & P CONSTRUCTION	$4,780.00		
	Invoice		Date	Description			Amount		
	234		06/09/2026	2755 N. Walnut Rd. #133-10% Retention Payment			$4,780.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$4,780.00		
160051	07/09/2026	Open			Accounts Payable	A-Z BUS SALES INC	$922.13		
	Invoice		Date	Description			Amount		
	INVSAC48161		06/23/2026	2007881 SWITCH-CAN 5 POS 500K BAUD PRE			$922.13		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$922.13		
160052	07/09/2026	Open			Accounts Payable	ABS DIRECT INC	$33,452.34		
	Invoice		Date	Description			Amount		
	143164		05/19/2026	UT STATEMENTS 05/10/2026			$16,727.67		
	143455		06/17/2026	UT STATEMENTS 06/10/2026			$16,724.67		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$11,150.78		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$11,150.78		
	420 - WATER			420.11000 (Cash)			$11,150.78		
160053	07/09/2026	Open			Accounts Payable	AGEE CONSTRUCTION CORPORATION	$638,825.45		
	Invoice		Date	Description			Amount		
	P3/CP23-068 BP2		06/30/2026	23-068 Construction Project Roads BP2 May 2026			$638,825.45		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$638,825.45		
160054	07/09/2026	Open			Accounts Payable	AT&T MOBILITY	$822.19		
	Invoice		Date	Description			Amount		
	4412X06272026		06/19/2026	FIRE AIRCARDS MAY 20 - JUN 19 2026			$822.19		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$822.19		
160055	07/09/2026	Open			Accounts Payable	AT&T/SBC	$66.51		
	Invoice		Date	Description			Amount		
	RELAY 7/1/26		07/01/2026	Acct# 248 134-2929 655 9/ California Relay Srvc TDD			$4.33		
	FIRE 7/1/26		07/01/2026	Acct# 233 841-5391 333 1/ Fire Dept			$62.18		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$66.51		
160056	07/09/2026	Open			Accounts Payable	AutoZone Stores LLC	$52.07		
	Invoice		Date	Description			Amount		
	04432566494		06/23/2026	DG2405 1 DURALAST GOLD BR SKU-001285794			$52.07		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$52.07		
160057	07/09/2026	Open			Accounts Payable	AZTEC TECHNOLOGY CORPORATION DBA AZTEC CONTAINER	$4,167.75		
	Invoice		Date	Description			Amount		
	40731		06/25/2026	CONTAINER WITH CARGO DOORS			$4,167.75		

Payment Register

From Payment Date: 7/3/2026 - To Payment Date: 7/9/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$4,167.75		
160058	07/09/2026	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	$115.40		
	Invoice		Date	Description			Amount		
	286417		06/29/2026	13531095 (S)KEY			$115.40		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$115.40		
160059	07/09/2026	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	$574.98		
	Invoice		Date	Description			Amount		
	5341632912		06/12/2026	First Aid & Safety Supplies Management - Muni			$431.30		
	5341934111		06/15/2026	First Aid & Safety Supplies Management - City Hall			$143.68		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$152.40		
	420 - WATER			420.11000 (Cash)			$8.72		
	426 - Transit			426.11000 (Cash)			$405.14		
	505 - Fleet			505.11000 (Cash)			$8.72		
160060	07/09/2026	Open			Accounts Payable	CITY OF TURLOCK - CASH	$1,760.00		
	Invoice		Date	Description			Amount		
	UC FUNDS FY25/26		06/23/2026	UNDERCOVER FUNDS - SCU			$1,760.00		
	Paying Fund			Cash Account			Amount		
	201 - Asset Forfeiture			201.11000 (Cash)			$1,760.00		
160061	07/09/2026	Open			Accounts Payable	Commercial Real Estate Exchange, Inc.	$2,400.00		
	Invoice		Date	Description			Amount		
	INV-1049799		06/04/2026	CREXI - Commercial Real Estate Exchange, Inc. Econ Dev Tool 2526			$2,400.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,400.00		
160062	07/09/2026	Open			Accounts Payable	CRIME GUARD INC	$6,120.00		
	Invoice		Date	Description			Amount		
	29574		06/30/2026	CAMERA SURVEILLLANCE LIVE MONITORING AT BROADWAY PARK			$840.00		
	29575		06/30/2026	CAMERA SURVEILLLANCE LIVE MONITORING AT CENTRAL PARK			$1,680.00		
	29576		06/30/2026	CAMERA SURVEILLLANCE LIVE MONITORING AT COLUMBIA PARK			$840.00		
	29577		06/30/2026	CAMERA SURVEILLLANCE LIVE MONITORING AT CORPORATION YARD			$1,080.00		
	29578		06/30/2026	CAMERA SURVEILLLANCE LIVE MONITORING AT DENAIR PARK			$840.00		
	29579		06/30/2026	CAMERA SURVEILLLANCE LIVE MONITORING AT DONNELLY PARK			$840.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$6,120.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160063	07/09/2026	Open			Accounts Payable	CURTIS & SONS INC, L N	$556.16		

Invoice	Date	Description	Amount
INV1067421	05/11/2026	DISCHARGE INDY STACK TIP	$556.16

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$556.16

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160064	07/09/2026	Open			Accounts Payable	FEDERAL EXPRESS	$200.67		

Invoice	Date	Description	Amount
9-366-24570	07/03/2026	SHIPPING CHARGES FOR 7/3/26	$200.67

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$18.47
420 - WATER	420.11000 (Cash)	$182.20

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160065	07/09/2026	Open			Accounts Payable	FIRECODE SAFETY EQUIPMENT INC	$19,362.29		

Invoice	Date	Description	Amount
N166906	05/12/2026	Columbia Center and Pool Fire Extinguishers and Inspections	$80.85
N166912	05/12/2026	Marty Yerby Recreation Center Fire Extinguishers and Inspections	$107.80
N166913	05/14/2026	Powell Building Fire Extinguishers and Inspections	$141.00
N166915	05/12/2026	Senior Center Fire Extinguishers and Inspections	$80.85
N166930	05/12/2026	City Hall Fire Extinguishers and Inspections	$985.70
N166956	05/12/2026	Public Safety Building Fire Extinguishers and Inspections	$2,266.16
N167010	05/13/2026	Shipping and Receiving Fire Extinguishers and Inspections	$114.05
N167029	05/14/2026	Roger K Fall Transit Center Fire Extinguishers and Inspections	$162.70
N167052	05/14/2026	Terry Cray Building Fire Extinguishers and Inspections	$362.70
N167057	05/14/2026	Pump Station No. 2 Fire Extinguishers and Inspections	$53.90
N167059	05/14/2026	In-Plant Drain Pump Station Fire Extinguishers and Inspections	$76.95
N167061	05/14/2026	San Joaquin Training Building Fire Extinguishers and Inspections	$194.90
N167065	05/14/2026	Instrumental Building Fire Extinguishers and Inspections	$457.12
N167071	05/14/2026	Maintenance Bldg-901 S Walnut Fire Extinguishers and Inspections	$334.75
N167076	05/14/2026	Thickener Building Fire Extinguishers and Inspections	$26.95
N167078	05/14/2026	Digestor Control Bldg No. 1 Fire Extinguishers and Inspections	$103.90
N167082	05/14/2026	Electric Bldg No. 8 Fire Extinguishers and Inspections	$54.90
N167087	05/14/2026	Primary Sludge Pump Station 2 Extinguishers and Inspections	$184.75
N167090	05/14/2026	Pump Station No. 1 Fire Extinguishers and Inspections	$207.80
N167097	05/14/2026	Digestor Control Bldg No. 2 Fire Extinguishers and Inspections	$80.85
N167099	05/14/2026	Primary Electrical Service Bldg Extinguishers and Inspections	$54.90
N167102	05/14/2026	Sullair Building Extinguishers and Inspections	$26.95

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	N167105		05/14/2026			Aerobic Digester Control Bldg Extinguishers and Inspections	$26.95			
	N167106		05/14/2026			Drying Bed Decant Valve Vault Extinguishers and Inspections	$26.95			
	N167107		05/14/2026			Primary Sludge Pump Station Extinguishers and Inspections	$76.95			
	N167112		05/14/2026			Chlorine Building Extinguishers and Inspections	$80.85			
	N167114		05/14/2026			Old Chlorine Building Extinguishers and Inspections	$26.95			
	N167116		05/14/2026			Biofilter Pump Station Extinguishers and Inspections	$180.85			
	N167125		05/14/2026			Operations Shop Extinguishers and Inspections	$331.09			
	N167127		05/14/2026			GBT Building Extinguishers and Inspections	$114.05			
	N167152		05/15/2026			Fleet Maintenance Shop Extinguishers and Inspections	$2,354.71			
	N167154		05/14/2026			Parks, Rec and Public Facilities Extinguishers and Inspections	$80.85			
	N167155		05/14/2026			Rube Boesch Extinguishers and Inspections	$80.85			
	N167156		05/14/2026			Public Facilities Maintenance Extinguishers and Inspections	$248.80			
	N167157		05/14/2026			Maintenance Back Office-701 S Walnut Extinguisher Inspection	$53.90			
	N167158		05/14/2026			Bus Maintenance Facility Extinguishers and Inspections	$1,118.35			
	N167159		05/14/2026			Utilities Maintenance Extinguishers and Inspections	$189.65			
	N167160		05/14/2026			Police/Fire Training Range Extinguishers and Inspections	$221.85			
	N167162		05/15/2026			Animal Control Shelter 1 Extinguishers and Inspections	$135.37			
	N167169		05/15/2026			Animal Control Modular 2 Extinguishers and Inspections	$26.95			
	N167170		05/15/2026			Blower Bldg No 2 Extinguishers and Inspections	$969.14			
	N167187		05/15/2026			Well #13 Extinguishers and Inspections	$114.05			
	N167191		05/15/2026			Well #15 Extinguishers and Inspections	$114.05			
	N167192		05/15/2026			Well #20 Extinguishers and Inspections	$114.05			
	N167193		05/15/2026			Well #22 Extinguishers and Inspections	$114.05			
	N167194		05/15/2026			Well #27 Extinguishers and Inspections	$114.05			
	N167197		05/15/2026			Well #29 Extinguishers and Inspections	$114.05			
	N167198		05/15/2026			Well #30 Extinguishers and Inspections	$114.05			
	N167203		05/15/2026			Well #31 Extinguishers and Inspections	$114.05			
	N167207		05/15/2026			Well #33 Extinguishers and Inspections	$114.05			
	N167209		05/15/2026			Well #34 Extinguishers and Inspections	$114.05			
	N167210		05/15/2026			Well #36 Extinguishers and Inspections	$114.05			
	N167211		05/15/2026			Well #37 Extinguishers and Inspections	$114.05			
	N167212		05/15/2026			Well #38 Extinguishers and Inspections	$114.05			
	N167214		05/15/2026			Well #40 Extinguishers and Inspections	$114.05			
	N167253		05/18/2026			Fire Station 2 Extinguishers and Inspections	$107.80			
	N167256		05/18/2026			Armory Extinguishers and Inspections	$379.74			
	N167261		05/18/2026			Fire Station 4 Extinguishers and Inspections	$248.80			
	N167268		05/18/2026			Fire Station 3 Extinguishers and Inspections	$134.75			
	N167278		05/18/2026			Fire Station 1 Extinguishers and Inspections	$298.07			
	N167286		05/18/2026			No. 2 Water Pump Station Extinguishers and Inspections	$26.95			
	N167287		05/18/2026			Box #9 Extinguishers and Inspections	$114.05			

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	N167288		05/18/2026	Electric Bldg No. 7 Fire Extinguishers and Inspections			$230.85			
	N167291		05/18/2026	Blower Bldg No 1 Extinguishers and Inspections			$1,638.69			
	N167305		05/18/2026	Harding Drain Pump Station Extinguishers and Inspections			$217.04			
	N167337		05/19/2026	Turlock Regional Sports Complex Extinguishers and Inspection			$53.90			
	N167342		05/19/2026	SW Storage Tank Extinguishers and Inspection			$134.75			
	N167344		05/19/2026	NW Storage Tank Extinguishers and Inspection			$787.29			
	N167351		05/19/2026	SE Storage Tank Extinguishers and Inspection			$134.75			
	N167358		05/19/2026	Terminal Tank Extinguishers and Inspection			$215.60			
	N167371		05/19/2026	Pedretti Sports Complex Extinguishers and Inspection			$308.95			
	N168651		05/15/2026	Well #32 Extinguishers and Inspection			$114.06			
	N168654		05/15/2026	Well #39 Extinguishers and Inspection			$114.06			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$5,478.30			
	205 - Sports Facilities			205.11000 (Cash)			$362.85			
	217 - Streets - Gas Tax			217.11000 (Cash)			$100.90			
	246 - Landscape Assessment			246.11000 (Cash)			$100.89			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$6,282.68			
	420 - WATER			420.11000 (Cash)			$3,286.86			
	426 - Transit			426.11000 (Cash)			$1,281.05			
	505 - Fleet			505.11000 (Cash)			$2,468.76			
160066	07/09/2026	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL		$20,832.00		
	Invoice		Date	Description			Amount			
	7419		07/07/2026	Unarmed Security Services for Transit Center for June 2026			$20,832.00			
	Paying Fund			Cash Account			Amount			
	426 - Transit			426.11000 (Cash)			$20,832.00			
160067	07/09/2026	Open			Accounts Payable	FRESNO TRUCK CENTER DBA KEYES TRUCK CENTER		$549.28		
	Invoice		Date	Description			Amount			
	F014169916:01		06/17/2026	2 0 014F/ABP MK4702Q 23PREM BRAKE SHOE KIT			$549.28			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$549.28			
160068	07/09/2026	Open			Accounts Payable	GARTON TRACTOR INC		$248.26		
	Invoice		Date	Description			Amount			
	P8795501		06/24/2026	K7591-16420 ASSY JOINT(OUTE BD1006			$111.15			
	P8814601		06/25/2026	K7811-16760 ROD,TIE			$137.11			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$248.26			
160069	07/09/2026	Open			Accounts Payable	Genfare, LLC		$3,318.00		
	Invoice		Date	Description			Amount			
	90219504		07/07/2026	Genfare Software Support Agreement 7/1/26 - 12/31/26			$3,318.00			
	Paying Fund			Cash Account			Amount			
	426 - Transit			426.11000 (Cash)			$3,318.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160070	07/09/2026	Open			Accounts Payable	GILLIG LLC	$25.42		
	Invoice		Date	Description			Amount		
	41452793		06/18/2026	82-03713-000	9 EA GASKET		$25.42		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$25.42		
160071	07/09/2026	Open			Accounts Payable	GOMES & SONS INC, JOE M	$38,322.73		
	Invoice		Date	Description			Amount		
	105946		06/30/2026	CUST #24090 - Fuel Expense for 6/16/26 - 6/30/26			$35,765.20		
	105697		06/17/2026	Fuel for Fire #3			$1,292.79		
	105796		06/25/2026	Fuel for Fire #3			$1,264.74		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$20,509.93		
	205 - Sports Facilities			205.11000 (Cash)			$584.78		
	217 - Streets - Gas Tax			217.11000 (Cash)			$3,015.32		
	246 - Landscape Assessment			246.11000 (Cash)			$1,606.99		
	255 - CDBG			255.11000 (Cash)			$59.50		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$4,098.35		
	420 - WATER			420.11000 (Cash)			$3,897.66		
	426 - Transit			426.11000 (Cash)			$3,949.30		
	450 - SRWA - Operations			450.11000 (Cash)			$552.12		
	505 - Fleet			505.11000 (Cash)			$48.78		
160072	07/09/2026	Open			Accounts Payable	GRAINGER INC, W W	$169.00		
	Invoice		Date	Description			Amount		
	9908336127		05/07/2026	LED STOP SIGN RED (2) AND MOUNTING BRACKETS (2)			$3,840.19		
	9917092349		05/14/2026	SIGN MOUNTING BRACKETS (2)			($103.32)		
	9922468583		05/19/2026	LED STOP SIGN RED (2)			($3,567.87)		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$169.00		
160073	07/09/2026	Open			Accounts Payable	Granite Appraisal Group	$2,600.00		
	Invoice		Date	Description			Amount		
	9630		06/30/2026	MUNI- Hypothetical Land Valuation-3500 N. Quincy Rd			$2,600.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$2,600.00		
160074	07/09/2026	Open			Accounts Payable	Guarantee Janitorial Service	$7,264.21		
	Invoice		Date	Description			Amount		
	3094		07/01/2026	Bus Stop Cleaning and Waste Removal 06/01/26-06/30/26			$7,264.21		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$7,264.21		
160075	07/09/2026	Open			Accounts Payable	HAWORTH INC	$1,120.03		
	Invoice		Date	Description			Amount		
	3002192159		06/16/2026	WORKSTATION FURNITURE FOR VHUBBELL			$1,120.03		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,120.03		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160076	07/09/2026	Open			Accounts Payable	Healthy Alternatives to Violent Environments	$466.52		
	Invoice		Date	Description			Amount		
	22331-Quarter 2b		06/24/2026	Public Service- HAVEN- FY 2025-26 - Draw #2 Additional			$466.52		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$466.52		
160077	07/09/2026	Open			Accounts Payable	HENSLEY'S PAVING & ENGR	$103,661.69		
	Invoice		Date	Description			Amount		
	PP3 CP21-003		06/24/2026	21-003 Fulkerth Rd Widening June 2026			$103,661.69		
	Paying Fund			Cash Account			Amount		
	305 - Capital Facility Fees			305.11000 (Cash)			$103,661.69		
160078	07/09/2026	Open			Accounts Payable	Heritage Pool Supply Group, Inc. DBA Knorr Systems	$111.37		
	Invoice		Date	Description			Amount		
	312035		06/30/2026	DRAGGING STRAPS, BLUE (CATEPILLARS) ENDURO M & XL MODELS			$111.37		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$111.37		
160079	07/09/2026	Open			Accounts Payable	ICC Codification, Inc. dba General Code,LLC	$352.50		
	Invoice		Date	Description			Amount		
	PG000047023		05/29/2026	Submission of pages			$352.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$352.50		
160080	07/09/2026	Open			Accounts Payable	IMSA	$90.00		
	Invoice		Date	Description			Amount		
	8702		06/21/2026	RENEWAL CERTIFICATION SIGNS AND MARKING			$90.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$90.00		
160081	07/09/2026	Open			Accounts Payable	JARVIS FAY LLP	$1,463.00		
	Invoice		Date	Description			Amount		
	21993		05/31/2026	Commission Onboarding Process Review May 2026			$924.00		
	21994		05/31/2026	SPECIAL COUNSEL SERVICES Sidewalk Repairs May 2026			$154.00		
	21995		05/31/2026	SPECIAL COUNSEL SERVICES General Sewer Encroach Agreem May 2026			$385.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,463.00		
160082	07/09/2026	Open			Accounts Payable	K.B.R. Inc dba Rash Curtis & Associates	$34.75		
	Invoice		Date	Description			Amount		
	6250-364		05/31/2026	RASH CURTIS MAY 2026 UT COLLECTIONS			$13.86		
	6250-363		04/30/2026	RASH CURTIS APRIL 2026 UT COLLECTIONS			$20.89		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$13.59		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$6.72		
	420 - WATER			420.11000 (Cash)			$14.44		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160083	07/09/2026	Open			Accounts Payable	LEHR Upfitters OpCo LLC dba LEHR	$566.48		
	Invoice		Date	Description			Amount		
	SI133492		06/15/2026	POL24-1398 Ford F150- Patrol- PS Door Panel			$353.48		
	SI133926		06/25/2026	RAM-202U Ram Mounts, 2.5" Bs 1.5" Bl			$213.00		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$213.00		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			$353.48		
160084	07/09/2026	Open			Accounts Payable	LIFE SCAN WELLNESS CENTERS	$43,290.00		
	Invoice		Date	Description			Amount		
	4619		06/23/2026	OCCUPATIONAL MEDICAL SERVICES			$43,290.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$43,290.00		
160085	07/09/2026	Open			Accounts Payable	Mark Thomas & Company, Inc.	$36,111.00		
	Invoice		Date	Description			Amount		
	60513		06/28/2026	25-023 Design for Roads Task Order 5 Roads May 2026			$36,111.00		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$36,111.00		
160086	07/09/2026	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	$375.47		
	Invoice		Date	Description			Amount		
	49712568		06/29/2026	ASPHALT			$102.54		
	49699616		06/26/2026	ASPHALT			$272.93		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$375.47		
160087	07/09/2026	Open			Accounts Payable	MID STATE CONTAINER SALES, INC.	$7,803.13		
	Invoice		Date	Description			Amount		
	180439		06/23/2026	OPEN SIDE CONTAINER			$7,803.13		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$7,803.13		
160088	07/09/2026	Open			Accounts Payable	MME	$842.31		
	Invoice		Date	Description			Amount		
	050863		06/25/2026	V-800-9949	BOOM TIE DOWN WELDMENT		$842.31		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$842.31		
160089	07/09/2026	Open			Accounts Payable	NAPA AUTO PARTS	$1,191.43		
	Invoice		Date	Description			Amount		
	859765		06/18/2026	1348MP FIL ENGINE OIL FILTER			$5.26		
	859764		06/18/2026	21348MP SFI ENGINE OIL FILTER () 12.00 7.14 2.00 24.00 T Qty: 12			$26.07		
	859902		06/22/2026	8212204 BK WHEEL BEARING			$43.66		
	859910		06/22/2026	NPF002 NAF 2.5 DEF ()			$282.21		
	859956		06/23/2026	BLA153 NCB AC UV DYE 5 SHOT			$43.47		
	859962		06/23/2026	21372MP SFI ENGINE OIL FILTER			$49.97		
	859975		06/23/2026	R955342BFS NON ABS SENSOR ()			$130.32		
	859994		06/23/2026	AR143 ECH RELAY			$19.13		
	860002		06/23/2026	G60312-0606 GAT ADAPTERS ()			$13.14		
	860022		06/23/2026	ZX-3030 NFR 30LB 134A REFRIGERANT ()			$356.28		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	860063		06/24/2026	40101 NBF BRK FLUID DOT 4-GAL			$38.46		
	860069		06/24/2026	39371 NBH AUTOMATIC TENSIONER			$52.89		
	860116		06/25/2026	6055002 NCB GORILLA MOUNTING TAPE			$11.33		
	860286		06/25/2026	KN31250 MBI Air Brake Valves / Pressure Rel ()			$39.40		
	860289		06/29/2026	25061000 NBH 2003 Ford F-250 Super Duty SERPENTINE BELT			$76.90		
	860290		06/29/2026	3011 FIL FUEL FILTER			$2.94		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,191.43		
160090	07/09/2026	Open			Accounts Payable	NELSON\ NYGAARD CONSULTING ASSOCIATES INC	$15,742.87		
	Invoice		Date	Description			Amount		
	92471		07/07/2026	Short & Long Range Transit Plan Services from 03/30/26-05/01/26			$7,352.86		
	92696		07/07/2026	SRTP & LRTP Services from 05/02/26 - 05/29/26			$8,390.01		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$15,742.87		
160091	07/09/2026	Open			Accounts Payable	NV5 INC.	$337,948.52		
	Invoice		Date	Description			Amount		
	526004		06/25/2026	23-033 CM for Roads Task Order 2 May 2026			$2,317.37		
	526007		06/25/2026	23-067 CM for Roads Task Order 5 BP 3 May 2026			$26,056.04		
	526011		06/25/2026	23-069 CM for Roads Task Order 6 May 2026			$161,007.31		
	526012		06/25/2026	23-052 CM for Roads Task Order 7 May 2026			$3,409.37		
	526014		06/25/2026	23-068 CM Roads Task Order 8 BP2 May 2026			$137,844.24		
	526016		06/25/2026	25-025 CM for Roads Task Order 9 BP1 May 2026			$1,298.79		
	526019		06/25/2026	25-024 CM Roads Task Order No. 10 BP1 May 2026			$6,015.40		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$337,948.52		
160092	07/09/2026	Open			Accounts Payable	ODP Business Solutions, LLC	$4,229.47		
	Invoice		Date	Description			Amount		
	473103346001		06/16/2026	FY 2025-2026 Office Supplies			$3,050.44		
	473103346002		06/22/2026	FY 2025-2026 Office Supplies			$450.20		
	473103348001		06/17/2026	FY 2025-2026 Office Supplies			$562.74		
	473103349001		06/16/2026	FY 2025-2026 Office Supplies			$130.49		
	473103347001		06/16/2026	FY 2025-2026 Office Supplies			$35.60		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$4,229.47		
160093	07/09/2026	Open			Accounts Payable	OFFICIA IMAGING INC DBA MO-CAL OFFICE SOLUTIONS	$87.76		
	Invoice		Date	Description			Amount		
	AR1434231		06/23/2026	WQC MONTHLY MAINT 5/27/26-6/26/26 (RICOH IMC3010)			$42.95		
	AR1434232		06/23/2026	CAO - MONTHLY MAINT 5/28/26-6/27/26 (RICOH IMC3010)			$44.81		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$44.81		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$42.95		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160094	07/09/2026	Open			Accounts Payable	OREILLY AUTO PARTS	$92.35		
	Invoice		Date	Description			Amount		
	2800-272293		06/25/2026	PRE K750617 SWAY LINK KT			$92.35		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$92.35		
160095	07/09/2026	Open			Accounts Payable	P G & E	$38.28		
	Invoice		Date	Description			Amount		
	COLUMBIA 7/1/26		07/01/2026	6180280303-3 / 600 Columbia St			$7.84		
	HIGH 7/1/26		07/01/2026	0221941093-9 / 595 High St			$7.84		
	R. BOESCH 7/1/26		07/01/2026	4388605407-1 / 275 N Orange			$14.76		
	ARMORY 7/1/26		07/01/2026	7255483135-3 / 1040 Flower St			$7.84		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$38.28		
160096	07/09/2026	Open			Accounts Payable	Pacific Polymers Inc dba American Foam Experts	$13,698.60		
	Invoice		Date	Description			Amount		
	R-1/CP24-042		06/17/2026	24-042 Senior Center Roof & HVAC Replacement 5/1-6/17 2026			$13,698.60		
	Paying Fund			Cash Account			Amount		
	258 - Housing Stimulus Funds			258.11000 (Cash)			$13,698.60		
160097	07/09/2026	Open			Accounts Payable	Private Spring Water, LLC	$1,209.68		
	Invoice		Date	Description			Amount		
	88078		07/07/2026	Branded Transit Water for Fair Shuttle 2026			$1,209.68		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$1,209.68		
160098	07/09/2026	Open			Accounts Payable	R & S ERECTION INC	$2,995.00		
	Invoice		Date	Description			Amount		
	149427		06/30/2026	PARKING LOT GATE REPAIRS FOR STATION #33			$2,995.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,995.00		
160099	07/09/2026	Open			Accounts Payable	REED INC, GEORGE	$425.82		
	Invoice		Date	Description			Amount		
	100402632		06/24/2026	ASPHALT			$204.53		
	100402453		06/23/2026	ASPHALT			$221.29		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$425.82		
160100	07/09/2026	Open			Accounts Payable	Rigo Dagio DBA AMERICA'S AUTO GLASS	$811.05		
	Invoice		Date	Description			Amount		
	00007370		06/16/2026	POL24-1404 TINTED WINDSHIELD			$811.05		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$811.05		
160101	07/09/2026	Open			Accounts Payable	ROMEO MEDICAL CLINIC	$3,447.00		
	Invoice		Date	Description			Amount		
	May 2026		05/31/2026	Romeo Medical Service May 2026			$3,447.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,261.00		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$130.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	246 - Landscape Assessment			246.11000 (Cash)			$110.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$54.50		
	420 - WATER			420.11000 (Cash)			$611.50		
	505 - Fleet			505.11000 (Cash)			$280.00		
160102	07/09/2026	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	$7,339.14		
	Invoice		Date	Description			Amount		
	3046582306		06/22/2026	F81Z4800FA:FRD SUPPORT			$73.14		
	3046658672		06/24/2026	MF13-1600-N:MOM RECEPTACLE - NGV1,			$472.52		
	3046245857		05/21/2026	CNG TRUCK INSPECTION			$1,530.00		
	3046239566		05/21/2026	CNG INSPECTIONS FOR GILLIG BUSES (10)			$5,100.00		
	3046604977		06/24/2026	FL3Z9943400HA:FRD HANDLE			$163.48		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$510.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$510.00		
	420 - WATER			420.11000 (Cash)			$510.00		
	426 - Transit			426.11000 (Cash)			$5,100.00		
	505 - Fleet			505.11000 (Cash)			$709.14		
160103	07/09/2026	Open			Accounts Payable	SOUTHERN TIRE MART	$5,198.17		
	Invoice		Date	Description			Amount		
	7320023949		06/18/2026	315/80R22.5/20 R192E ELCTRIC BUS			$4,802.23		
	7320023958		06/18/2026	255/60R18 FIREHAWK PURSUIT 119.89		3	$395.94		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$5,198.17		
160104	07/09/2026	Open			Accounts Payable	STANISLAUS COUNTY AUDITOR CONTR	$59,173.12		
	Invoice		Date	Description			Amount		
	FY 26-27 Turlock		07/01/2026	Local Agency Formation Commissions (LAFCO) Annual Fees FY26/27			$59,173.12		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$59,173.12		
160105	07/09/2026	Open			Accounts Payable	STORER TRANSIT SYSTEMS	$359,226.53		
	Invoice		Date	Description			Amount		
	10336T		07/07/2026	Management and Operation of Turlock Transit for May 2026			$359,226.53		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$359,226.53		
160106	07/09/2026	Open			Accounts Payable	SYNCHRONY BANK	$1,787.59		
	Invoice		Date	Description			Amount		
	7/2/26		07/02/2026	Lowe's Charges Act#9700 190231 7 - 7/2/26 Statement			$1,787.59		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$230.62		
	217 - Streets - Gas Tax			217.11000 (Cash)			$713.51		
	246 - Landscape Assessment			246.11000 (Cash)			$232.51		
	420 - WATER			420.11000 (Cash)			$301.67		
	505 - Fleet			505.11000 (Cash)			$309.28		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160107	07/09/2026	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	$6,000.00		
	Invoice		Date	Description			Amount		
	25494		06/30/2026	Consulting Services for June 2026			$6,000.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$3,000.00		
	420 - WATER			420.11000 (Cash)			$3,000.00		
160108	07/09/2026	Open			Accounts Payable	TRIMAX MOWING SYSTEMS INC	$297.46		
	Invoice		Date	Description			Amount		
	INV2034075		04/15/2026	417-001-353 Hook - Transport Guide			$113.30		
	INV2034164		04/20/2026	406-000-023 Flex Cone - PTO Shaft - Snake			$184.16		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$297.46		
160109	07/09/2026	Open			Accounts Payable	TURF STAR	$79.95		
	Invoice		Date	Description			Amount		
	INV161314		06/18/2026	3-7243: SPRING-EXTENSION			$14.02		
	INV162067		06/23/2026	134-0564: TAIL LIGHT			$51.50		
	INV162342		06/24/2026	3-7243: SPRING-EXTENSION			$14.43		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$79.95		
160110	07/09/2026	Open			Accounts Payable	TURLOCK JOURNAL	$950.00		
	Invoice		Date	Description			Amount		
	421376		06/19/2026	Legal Ad 5468			$75.00		
	421375		06/19/2026	Legal Ad 5469			$75.00		
	421377		06/19/2026	Legal Ad 5467			$100.00		
	421373		06/19/2026	Legal Ad 5470			$75.00		
	421374		06/19/2026	Legal Ad 5466			$75.00		
	421757		06/24/2026	Legal Ad 5473			$450.00		
	420876		06/10/2026	Legal Ad: BID 2026-033 - 6/10/26			$100.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$850.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$100.00		
160111	07/09/2026	Open			Accounts Payable	TURLOCK SMOG LLC	$28.00		
	Invoice		Date	Description			Amount		
	#15080		06/25/2026	WT18-525 smog			$28.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$28.00		
160112	07/09/2026	Open			Accounts Payable	UL LLC	$5,485.00		
	Invoice		Date	Description			Amount		
	72020678142		06/27/2026	AERIAL AND GROUND LADDER TESTING			$5,485.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5,485.00		
160113	07/09/2026	Open			Accounts Payable	UNITED SITE SERVICES OF CALIFORNIA, INC.	$141.68		
	Invoice		Date	Description			Amount		
	114-14252101		06/29/2026	PEDRETTI PORTABLES WEEKLY SERVICE			$70.84		
	114-14252205		06/29/2026	PEDRETTI PORTABLES WEEKLY SERVICE			$70.84		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	205 - Sports Facilities			205.11000 (Cash)			$141.68		
160114	07/09/2026	Open			Accounts Payable	US BANK	$2,600.00		
	Invoice		Date	Description			Amount		
	8229045		06/25/2026	Administrative Fees Turlock PFA Water Rev 2017 (6/1/26-5/31/27)			$2,600.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$2,600.00		
160115	07/09/2026	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	$1,288.32		
	Invoice		Date	Description			Amount		
	0128444260701		07/01/2026	Acct #128444 - Public Safety internet service			$917.93		
	0131803260701		07/01/2026	Acct #131803 - Transit Center telephone			$370.39		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$917.93		
	426 - Transit			426.11000 (Cash)			$370.39		
160116	07/09/2026	Open			Accounts Payable	VERIZON WIRELESS	$585.68		
	Invoice		Date	Description			Amount		
	6146425601		06/18/2026	642482150-00001 UT Wellsites Sim Card May 19-Jun 18 2026			$585.68		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$585.68		
160117	07/09/2026	Open			Accounts Payable	Vertosoft LLC	$37,826.28		
	Invoice		Date	Description			Amount		
	INV12493		07/01/2026	OpenGov Term 3, 7/1/26-6/30/27 Quote#Q-11222			$37,826.28		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$22,695.74		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$7,565.27		
	420 - WATER			420.11000 (Cash)			$7,565.27		
160118	07/09/2026	Open			Accounts Payable	Dhanoya, Jaspal S & Manjit K	$446.60		
	Invoice		Date	Description			Amount		
	APN: 071067010		07/06/2026	Traditions No. 4 & 5 - 4601 TRADITIONS WAY			$446.60		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$446.60		
160119	07/09/2026	Open			Accounts Payable	Green, Rich	$370.00		
	Invoice		Date	Description			Amount		
	TR5331 Per Diem		07/07/2026	TR5331 Per Diem			$370.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$370.00		
160120	07/09/2026	Open			Accounts Payable	Moreno, Isaac	$302.42		
	Invoice		Date	Description			Amount		
	TR5253 REIMB		06/26/2026	TR5253 GFOA 2026 Annual Conference Uber Reimbursement			$302.42		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$302.42		
160121	07/09/2026	Open			Accounts Payable	Moushoul, Linda	$1,557.68		
	Invoice		Date	Description			Amount		
	APN: 087022082		07/06/2026	Sterling Oaks No. 5 - 4512 SUGAR OAK DR			$1,557.68		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	246 - Landscape Assessment			246.11000 (Cash)			$1,557.68			
160122	07/09/2026	Open			Accounts Payable	PACKWOOD, KAIN		$600.00		
	Invoice		Date	Description			Amount			
	KPACKWOOD REIMB		06/29/2026	PROFESSIONAL DEVELOPMENT REIMBURSEMENT			$600.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$600.00			
160123	07/09/2026	Open			Accounts Payable	SHAW, DAVID		$3,000.00		
	Invoice		Date	Description			Amount			
	FBI CLASS 298		06/11/2026	FBI NATIONAL ACADEMY PER DIEM			$3,000.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$3,000.00			
160124	07/09/2026	Open			Accounts Payable	Spangler, Joseph		$216.01		
	Invoice		Date	Description			Amount			
	TR5326 Per Diem		06/24/2026	Cal Ed Keys Training, Fresno CA, 10/20-23/2025			$216.01			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$216.01			
160125	07/09/2026	Open			Accounts Payable	Murphy, John, J.		$9,463.09		
	Invoice		Date	Description			Amount			
	7/1/26-7/4/26		07/01/2026	Moving Expenses - City Manager Employment			$480.44			
	6/18/26-6/30/26		06/18/2026	Moving Expenses - City Manager Employment			$8,982.65			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$9,463.09			
Type Check Totals:					76 Transactions			$1,869,675.64		
AP - Accounts Payable Totals										

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	$1,869,675.64	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	76	$1,869,675.64	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	$1,869,675.64	$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	76	$1,869,675.64		$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**76**	**$1,869,675.64**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**76**	**$1,869,675.64**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**76**	**$1,869,675.64**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**76**	**$1,869,675.64**	**$0.00**

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From Payment Date: 5/1/2026 - To Payment Date: 5/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
6148	05/18/2026	Open			Accounts Payable	QWAKE TECHNOLOGIES, INC	$173,799.90		
	Invoice		Date	Description			Amount		
	INV3035b		03/19/2026	C-THRU HELMET CAMERAS - YEAR ONE			$173,799.90		
	Paying Fund			Cash Account			Amount		
	119 - American Rescue Plan Act			119.11000 (Cash)			$173,799.90		
6171	05/04/2026	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	$67.00		
	Invoice		Date	Description			Amount		
	1/01/26-3/31/26		03/31/2026	JAN-MAR 2026 CNG FUEL TAX			$67.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$54.22		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$5.35		
	426 - Transit			426.11000 (Cash)			$3.58		
	505 - Fleet			505.11000 (Cash)			$3.85		
6172	05/27/2026	Open			Accounts Payable	US BANK-VISA	$165,981.63		
	Invoice		Date	Description			Amount		
	5/22/2026X9452		05/27/2026	Procurement Card Charges - 5/22/26 Statement			$165,981.63		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$165,981.63		
6173	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$935.13		
	Invoice		Date	Description			Amount		
	825072970		05/12/2026	PREMIUMS MAY 2026 - TCEA			$935.13		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$935.13		
6174	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$444.57		
	Invoice		Date	Description			Amount		
	825072973		05/12/2026	PREMIUMS MAY 2026 - TAPO			$444.57		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$444.57		
6175	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$61.32		
	Invoice		Date	Description			Amount		
	825072975		05/12/2026	PREMIUMS MAY 2026 - RETIREE			$61.32		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$61.32		
6176	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$15.33		
	Invoice		Date	Description			Amount		
	825072976		05/12/2026	PREMIUMS MAY 2026 - COBRA			$15.33		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$15.33		
6177	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$30.66		
	Invoice		Date	Description			Amount		
	825072974		05/12/2026	PREMIUMS MAY 2026 - TMAPS			$30.66		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$30.66		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6178	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$204.40		
	Invoice		Date	Description			Amount		
	825072972		05/12/2026	PREMIUMS MAY 2026 - FIRE			$204.40		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$204.40		
6179	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$76.65		
	Invoice		Date	Description			Amount		
	825072971		05/12/2026	PREMIUMS MAY 2026 - CONFIDENTIAL			$76.65		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$76.65		
6180	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$25.55		
	Invoice		Date	Description			Amount		
	825072969		05/12/2026	PREMIUMS MAY 2026 - EXECUTIVE TEAM			$25.55		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$25.55		
6181	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$97.09		
	Invoice		Date	Description			Amount		
	825072968		05/12/2026	PREMIUMS MAY 2026 - MANAGEMENT			$97.09		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$97.09		
6182	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$30.66		
	Invoice		Date	Description			Amount		
	825063469		05/12/2026	PREMIUMS MAY 2026 - CITY OF TURLOCK			$30.66		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$30.66		
6183	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$381.50		
	Invoice		Date	Description			Amount		
	825078832		05/12/2026	CLAIMS APRIL 2026 - RETIREE			$381.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$381.50		
6184	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$1,431.80		
	Invoice		Date	Description			Amount		
	825078825		05/12/2026	CLAIMS APRIL 2026 - TAPO			$1,431.80		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$1,431.80		
6185	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$74.50		
	Invoice		Date	Description			Amount		
	825078822		05/12/2026	CLAIMS APRIL 2026 - FIRE			$74.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$74.50		
6186	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$262.37		
	Invoice		Date	Description			Amount		
	825078819		05/12/2026	CLAIMS APRIL 2026 - CONFIDENTIAL			$262.37		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$262.37		

City of Turlock

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From Payment Date: 5/1/2026 - To Payment Date: 5/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6187	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$2,317.44		
	Invoice		Date	Description		Amount			
	825078812		05/12/2026	CLAIMS APRIL 2026 - TCEA		$2,317.44			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$2,317.44			
6188	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$308.37		
	Invoice		Date	Description		Amount			
	825078809		05/12/2026	CLAIMS APRIL 2026 - EXECUTIVE		$308.37			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$308.37			
6189	05/12/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$390.76		
	Invoice		Date	Description		Amount			
	825078804		05/12/2026	CLAIMS APRIL 2026 - MANAGEMENT		$390.76			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$390.76			
Type EFT Totals:					20 Transactions		$346,936.63		
AP - Accounts Payable Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	$346,936.63	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	20	$346,936.63	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	$346,936.63	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	20	$346,936.63	$0.00

Grand Totals:

EFTs	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**20**	**$346,936.63**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**20**	**$346,936.63**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**20**	**$346,936.63**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**20**	**$346,936.63**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 4/1/2026 - To Payment Date: 4/30/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PR - Payroll Account									
EFT									
172459	04/20/2026	Open			Accounts Payable	CalPERS	$380,394.56		
	Invoice		Date	Description			Amount		
	4/11/26PR		04/20/2026	4/11/26PR-CALPERS			$380,394.56		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$380,394.54		
	110 - General Fund			110.11000 (Cash)			$0.02		
172460	04/01/2026	Open			Accounts Payable	ICMA-RC	$237.50		
	Invoice		Date	Description			Amount		
	3/28/26PR-MENDO		04/01/2026	3/28/26PR-ICMA-E MENDOZA-MANZO			$237.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$237.50		
172461	04/01/2026	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$358.93		
	Invoice		Date	Description			Amount		
	3/28/26PR-MENDO		04/01/2026	3/25/26PR-STATE TAXES-E MENDOZA-MANZO			$358.93		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$358.93		
172462	04/17/2026	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$229,773.69		
	Invoice		Date	Description			Amount		
	4/11/26PR		04/17/2026	4/11/26PR-FEDERAL TAXES			$229,773.69		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$229,773.69		
172463	04/20/2026	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$96.64		
	Invoice		Date	Description			Amount		
	4/11/26PR-RUBIO		04/20/2026	4/11/26PR-FEDERAL TAXES-B RUBIO			$96.64		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$96.64		
172464	04/02/2026	Open			Accounts Payable	UMR	$133,732.75		
	Invoice		Date	Description			Amount		
	3/24-3/30/26		04/02/2026	UMR CLAIMS FOR 3/24/26-3/30/26			$133,732.75		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$133,732.75		
172465	04/03/2026	Open			Accounts Payable	CA SDU	$2,033.98		
	Invoice		Date	Description			Amount		
	3/28/26PR		04/03/2026	3/28/26PR-CHILD SUPPORT PAYMENT			$2,033.98		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,033.98		
172466	04/03/2026	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$2,897.00		
	Invoice		Date	Description			Amount		
	3/28/26PR		04/03/2026	3/28/26PR-GOLDEN 1 CU			$2,897.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,897.00		
172467	04/06/2026	Open			Accounts Payable	ICMA-RC	$118,832.68		
	Invoice		Date	Description			Amount		
	3/28/26PR		04/06/2026	3/28/26PR-ICMA			$118,832.68		
	Paying Fund			Cash Account			Amount		

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	104 - Payroll Clearing Fund			104.11000 (Cash)			$118,832.68		
172468	04/03/2026	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$234,687.10		
	Invoice		Date	Description			Amount		
	3/28/26PR		04/03/2026	3/28/26PR-FEDERAL TAXES			$234,687.10		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$234,687.10		
172469	04/03/2026	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$74,390.95		
	Invoice		Date	Description			Amount		
	3/28/26PR		04/03/2026	3/28/26PR-STATE TAXES			$74,390.95		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$74,390.95		
172470	04/03/2026	Open			Accounts Payable	T A P O	$7,041.22		
	Invoice		Date	Description			Amount		
	3/28/26PR		04/03/2026	3/28/26PR-TAPO DUES			$7,041.22		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$7,041.22		
172471	04/03/2026	Open			Accounts Payable	T C E A	$3,037.50		
	Invoice		Date	Description			Amount		
	3/28/26PR		04/03/2026	3/28/26PR-TCEA DUES			$3,037.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$3,037.50		
172472	04/10/2026	Open			Accounts Payable	TFRA	$10,910.46		
	Invoice		Date	Description			Amount		
	3/28/26PR-RHS		04/10/2026	3/28/26PR-TFRA RHS DUES			$10,910.46		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$10,910.46		
172473	04/03/2026	Open			Accounts Payable	TMAPS	$200.00		
	Invoice		Date	Description			Amount		
	3/28/26PR		04/03/2026	3/28/26PR-TMAPS DUES			$200.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$200.00		
172474	04/10/2026	Open			Accounts Payable	T A P O	$19,002.90		
	Invoice		Date	Description			Amount		
	3/28/26PR-RHS		04/10/2026	3/28/26PR-TAPO RHS DUES			$19,002.90		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$19,002.90		
172475	04/03/2026	Open			Accounts Payable	T C E A	$75.00		
	Invoice		Date	Description			Amount		
	3/28/26PR-BENEVO		04/03/2026	3/28/26PR-TCEA BENEVOLENCE DUES			$75.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$75.00		
172476	04/08/2026	Open			Accounts Payable	CalPERS	$381,318.35		
	Invoice		Date	Description			Amount		
	3/28/26PR		04/08/2026	3/28/26PR-CALPERS			$381,318.35		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$381,318.35		

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From Payment Date: 4/1/2026 - To Payment Date: 4/30/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
172477	04/08/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$8,006.40		
	Invoice		Date	Description		Amount			
	BE007009386C		04/08/2026	DELTA DENTAL CLAIMS FOR 3/27/26-4/2/26		$8,006.40			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$8,006.40			
172478	04/08/2026	Open			Accounts Payable	UMR	$123,104.19		
	Invoice		Date	Description		Amount			
	3/31-4/6/26		04/08/2026	UMR CLAIMS FOR 3/31/26-4/6/26		$123,104.19			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$123,104.19			
172479	04/13/2026	Open			Accounts Payable	UMR	($140.86)		
	Invoice		Date	Description		Amount			
	MAR26 OSR REFUND		04/13/2026	MARCH 2026 OSR REFUND		($140.86)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		($140.86)			
172480	04/15/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$4,210.80		
	Invoice		Date	Description		Amount			
	BE007012556C		04/15/2026	DELTA DENTAL CLAIMS FOR 4/3/26-4/9/26		$4,210.80			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$4,210.80			
172481	04/15/2026	Open			Accounts Payable	UMR	$35,380.37		
	Invoice		Date	Description		Amount			
	4/7-4/13/26		04/15/2026	UMR CLAIMS FOR 4/7/26-4/13/26		$35,380.37			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$35,380.37			
172482	04/15/2026	Open			Accounts Payable	UMR	($1,927.88)		
	Invoice		Date	Description		Amount			
	MAR26 COBRA REF		04/15/2026	UMR MARCH 2026 COBRA REFUND		($1,927.88)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		($1,927.88)			
172483	04/15/2026	Open			Accounts Payable	UMR	($11,873.02)		
	Invoice		Date	Description		Amount			
	MAR26 RET REF		04/15/2026	UMR MARCH 2026 RETIREE REFUND		($11,873.02)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		($11,873.02)			
172484	04/17/2026	Open			Accounts Payable	CA SDU	$2,033.98		
	Invoice		Date	Description		Amount			
	4/11/26PR		04/17/2026	4/11/26PR-CHILD SUPPORT PAYMENT		$2,033.98			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$2,033.98			
172485	04/17/2026	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$2,797.00		
	Invoice		Date	Description		Amount			
	4/11/26PR		04/17/2026	4/11/26PR-GOLDEN 1 CU		$2,797.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$2,797.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
172486	04/21/2026	Open			Accounts Payable	ICMA-RC	$119,851.87		
	Invoice		Date	Description			Amount		
	4/11/26PR		04/21/2026	4/11/26PR-ICMA			$119,851.87		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$119,851.87		
172487	04/17/2026	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$73,708.69		
	Invoice		Date	Description			Amount		
	4/11/26PR		04/17/2026	4/11/26PR-STATE TAXES			$73,708.69		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$73,708.69		
172488	04/17/2026	Open			Accounts Payable	T A P O	$6,991.22		
	Invoice		Date	Description			Amount		
	4/11/26PR		04/17/2026	4/11/26PR-TAPO DUES			$6,991.22		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$6,991.22		
172489	04/17/2026	Open			Accounts Payable	T C E A	$3,037.50		
	Invoice		Date	Description			Amount		
	4/11/26PR		04/17/2026	4/11/26PR-TCEA DUES			$3,037.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$3,037.50		
172490	04/17/2026	Open			Accounts Payable	TFRA	$6,209.04		
	Invoice		Date	Description			Amount		
	4/11/26PR		04/17/2026	4/11/26PR-TFRA DUES			$6,209.04		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$6,209.04		
172491	04/17/2026	Open			Accounts Payable	TURLOCK CITY FIRE INC	$360.00		
	Invoice		Date	Description			Amount		
	4/11/26PR		04/17/2026	4/11/26PR-FIRE INC DUES			$360.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$360.00		
172492	04/17/2026	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	$110.00		
	Invoice		Date	Description			Amount		
	4/11/26PR		04/17/2026	4/11/26PR-TURLOCK HEALTH CLUB			$110.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$110.00		
172493	04/20/2026	Open			Accounts Payable	T A P O	$18,844.16		
	Invoice		Date	Description			Amount		
	4/11/26PR-RHS		04/20/2026	4/11/26PR-TAPO RHS DUES			$18,844.16		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$18,844.16		
172494	04/17/2026	Open			Accounts Payable	T C E A	$75.00		
	Invoice		Date	Description			Amount		
	4/11/26PR-BENEVO		04/17/2026	4/11/26PR-TCEA BENEVOLENCE DUES			$75.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$75.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
172495	04/20/2026	Open			Accounts Payable	TFRA	$10,923.08		
	Invoice		Date	Description			Amount		
	4/11/26PR-RHS		04/20/2026	4/11/26PR-TFRA RHS DUES			$10,923.08		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$10,923.08		
172496	04/21/2026	Open			Accounts Payable	EMPLOYMENT DEVELOP DEPT	$16,906.00		
	Invoice		Date	Description			Amount		
	L1427569200		04/21/2026	UNEMPLOYMENT CHARGES FOR 1/1/26-3/31/26			$16,906.00		
	Paying Fund			Cash Account			Amount		
	512 - Casualty Insurance			512.11000 (Cash)			$16,906.00		
172497	04/22/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$6,972.80		
	Invoice		Date	Description			Amount		
	BE007017282C		04/22/2026	DELTA DENTAL CLAIMS FOR 4/10/26-4/16/26			$6,972.80		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$6,972.80		
172498	04/22/2026	Open			Accounts Payable	UMR	$416.75		
	Invoice		Date	Description			Amount		
	MAY 26 CUSODIAL		04/22/2026	UMR MAY 2026 CUSTODIAL AND BANKING FEE			$416.75		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$416.75		
172499	04/22/2026	Open			Accounts Payable	UMR	$104,931.98		
	Invoice		Date	Description			Amount		
	4/14-4/20/26		04/22/2026	UMR CLAIMS FOR 4/14/26-4/20/26			$104,931.98		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$104,931.98		
172500	04/22/2026	Open			Accounts Payable	UMR	$166,854.17		
	Invoice		Date	Description			Amount		
	MAY26 PREM		04/22/2026	UMR MAY 2026 HEALTH PREMIUMS			$166,854.17		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$166,854.17		
172501	04/29/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$4,011.03		
	Invoice		Date	Description			Amount		
	BE007038094A		04/29/2026	DENTAL PREMIUMS - APRIL 2026			$4,011.03		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$4,011.03		
172502	04/29/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$9,482.10		
	Invoice		Date	Description			Amount		
	BE00007038094C		04/29/2026	DELTA DENTAL CLAIMS FOR 4/17/26-4/23/26			$9,482.10		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$9,482.10		
172503	04/29/2026	Open			Accounts Payable	UMR	$99,808.56		
	Invoice		Date	Description			Amount		
	4/21-4/27/26		04/29/2026	UMR CLAIMS FOR 4/21/26-4/27/26			$99,808.56		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$99,808.56		

Payment Register

From Payment Date: 4/1/2026 - To Payment Date: 4/30/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
172504	04/27/2026	Open			Accounts Payable	UMR	($92.00)		

Invoice	Date	Description	Amount
MAR26 OSR REF 2	04/27/2026	MARCH 2026 OSR REFUND	($92.00)

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	($92.00)

172505	04/29/2026	Open			Accounts Payable	SUN LIFE ASSURANCE COMPANY OF CANADA	$20,924.57		

Invoice	Date	Description	Amount
MAY 2026	04/29/2026	LTD AND LIFE INSURANCE - MAY 2026	$20,924.57

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$20,711.70
110 - General Fund	110.11000 (Cash)	$212.87

172506	04/07/2026	Open			Accounts Payable	CalPERS	$0.03		

Invoice	Date	Description	Amount
3/28/26PR-2	04/07/2026	3/28/26PR-CALPERS-PACKWOOD ADJ	$0.03

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$0.03

172507	04/30/2026	Open			Accounts Payable	Optum Bank, Inc.	$22,781.70		

Invoice	Date	Description	Amount
3/28/26PR	04/03/2026	3/28/26PR-HSA EE & ER	$11,434.60
4/11/26PR	04/17/2026	4/11/26PR-HSA EE & ER	$11,347.10

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$22,781.70

Type EFT Totals: PR - Payroll Account Totals		49 Transactions	$2,453,720.44	

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	$2,453,720.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	49	$2,453,720.44	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	$2,453,720.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00

City of Turlock

Payment Register

From Payment Date: 4/1/2026 - To Payment Date: 4/30/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	49	$2,453,720.44		$0.00	

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	$2,453,720.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	49	$2,453,720.44	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	$2,453,720.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	49	$2,453,720.44	$0.00

INVESTMENT AND CASH REPORT FOR JUNE 30, 2026

CURRENT INVESTMENT AND CASH BALANCE

The City's cash and investments as of JUNE 30, 2026 totaled the following:

Invested Cash	$	316,283,611.89
Demand Deposits	$	11,010,103.07
(excludes outstanding items)		
Total Cash and Investments	$	327,293,714.96

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

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

COMPLIANCE WITH INVESTMENT POLICY

As of JUNE 30, 2026, the investment portfolio was in compliance with all elements of the City's Investment Policy.

Prepared by: Jamie Gomes, Accountant III

Jamie Gomes — 07/22/2026

Signature — Date Signed

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

Michael Abram — 07/22/2026

Signature — Date Signed

Updated: July 22, 2026

CITY OF TURLOCK

Schedule of Investments - As of June 30, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Local Agency Investment Fund (LAIF)	$ 10,459,713.63	$ 10,459,713.63	n/a	3.816%	n/a	n/a	$ 10,459,713.63	Quarterly
Total LAIF	**10,459,713.63**	**10,459,713.63**					**10,459,713.63**	
California Asset Management Program (CAMP)	24,267,582.64	24,267,582.64	n/a	3.770%	n/a	n/a	$ 24,267,582.64	Monthly
Total CAMP	**24,267,582.64**	**24,267,582.64**					**24,267,582.64**	
DEMAND DEPOSITS:								
West America Bank Daily Receipts (unreconciled)	3,709,019.82	3,709,019.82	n/a	n/a	n/a	n/a	3,709,019.82	monthly
Petty Cash	7,880.00	7,880.00	n/a	n/a	n/a	n/a	7,880.00	n/a
Charles Schwab	7,293,203.25	7,293,203.25	n/a	3.265%	n/a	n/a	7,293,203.25	n/a
Total Demand Deposits	**11,010,103.07**	**11,010,103.07**					**11,010,103.07**	
CERTIFICATES OF DEPOSIT:								
Valley Natl Bk Wayne	245,000.00	245,000.00	n/a	4.600%	4/2/24	4/2/27	246,018.96	Monthly
Owen County St Bk Spencer Ind	248,000.00	248,000.00	n/a	5.100%	10/31/23	10/29/27	251,299.89	Monthly
JPMorgan Chase Bank	249,000.00	250,000.00	4.400%	4.488%	3/3/25	1/16/30	248,391.25	Jan & July
Total Certificates of Deposit	**742,000.00**	**743,000.00**					**745,710.10**	
MONEY MARKET AND MUTUAL FUNDS								
WestAmerica Bank-MM	15,702,248.30	15,702,248.30	n/a	3.510%	10/23/23	open	15,702,248.30	monthly
	15,702,248.30	**15,702,248.30**					**15,702,248.30**	
U.S. TREASURIES:								
US Treasury Note	MATURED	MATURED	0.750%	3.602%	6/16/22	5/31/26	MATURED	May & Nov
US Treasury Note	MATURED	MATURED	4.125%	5.001%	10/19/23	6/15/26	MATURED	Jun & Dec
US Treasury Note	MATURED	MATURED	4.125%	4.176%	2/6/24	6/15/26	MATURED	Jun & Dec
US Treasury Note	MATURED	MATURED	0.875%	1.564%	2/3/22	6/30/26	MATURED	Jun & Dec
US Treasury Note	1,982,187.50	2,000,000.00	4.500%	4.843%	10/3/23	7/15/26	2,000,312.40	Jan & July
US Treasury Note	1,918,750.00	2,000,000.00	0.625%	1.565%	2/3/22	7/31/26	1,994,921.80	Jan & July
US Treasury Note	1,845,000.00	2,000,000.00	1.625%	3.590%	6/16/22	9/30/26	1,989,140.60	March & Sept
US Treasury Note	2,018,664.38	2,000,000.00	4.625%	4.021%	3/3/25	10/15/26	2,004,687.40	Apr & Oct
US Treasury Note	1,788,671.88	2,000,000.00	1.125%	4.068%	11/29/22	10/31/26	1,981,640.60	Apr & Oct
US Treasury Note	1,859,687.50	2,000,000.00	2.625%	4.735%	10/3/23	5/31/27	1,973,593.60	May & Nov
US Treasury Note	1,964,375.00	2,000,000.00	3.250%	3.691%	2/3/23	6/30/27	1,983,281.20	Jun & Dec
US Treasury Note	962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	985,390.60	Jan & July
US Treasury Bond	2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,045,625.00	Feb & Aug
US Treasury Note	2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	1,999,375.00	March & Sept
US Treasury Note	2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	1,998,984.20	Apr & Oct
US Treasury Note	954,531.25	1,000,000.00	3.500%	4.672%	10/3/23	1/31/28	989,843.70	Jan & July
US Treasury Note	1,947,500.00	2,000,000.00	4.000%	4.665%	10/3/23	2/29/28	1,994,765.60	Feb & Aug
US Treasury Note	1,714,062.50	2,000,000.00	1.250%	4.863%	10/19/23	3/31/28	1,902,421.80	March & Sept
US Treasury Note	1,959,375.00	2,000,000.00	3.500%	4.026%	2/6/24	4/30/28	1,976,484.20	Apr & Oct
US Treasury Note	1,968,906.25	2,000,000.00	3.625%	4.020%	2/6/24	5/31/28	1,980,312.40	May & Nov
US Treasury Note	1,704,687.50	2,000,000.00	1.250%	4.860%	10/19/23	5/31/28	1,893,593.60	May & Nov
US Treasury Note	2,997,187.50	3,000,000.00	3.875%	3.989%	5/15/26	7/15/28	2,982,890.40	Jan & July
US Treasury Note	1,703,437.50	2,000,000.00	1.000%	4.528%	11/13/23	7/31/28	3,750,312.40	Jan & July
US Treasury Note	1,755,078.13	2,000,000.00	1.000%	4.012%	2/6/24	7/31/28		Jan & July
US Treasury Note	1,761,250.00	2,000,000.00	1.125%	4.014%	2/6/24	8/31/28	1,875,000.00	Feb & Aug

CITY OF TURLOCK

Schedule of Investments - As of June 30, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
US Treasury Note	2,008,125.00	2,000,000.00	4.375%	4.272%	3/28/24	8/31/28	2,008,437.40	Feb & Aug
US Treasury Note	2,014,375.00	2,000,000.00	4.625%	4.440%	5/28/24	9/30/28	2,019,218.60	March & Sept
US Treasury Note	2,050,000.00	2,000,000.00	4.875%	4.269%	3/28/24	10/31/28	2,030,859.20	Apr & Oct
US Treasury Note	1,905,625.00	2,000,000.00	3.125%	4.258%	3/28/24	11/15/28	1,953,281.20	May & Nov
US Treasury Note	501,386.72	500,000.00	4.375%	4.294%	2/5/25	11/30/28	502,285.15	May & Nov
US Treasury Note	3,996,250.00	4,000,000.00	3.500%	3.534%	2/12/26	12/15/28	3,938,281.20	Jun & Dec
US Treasury Note	1,754,062.50	2,000,000.00	1.375%	4.257%	3/28/24	12/31/28	1,868,593.60	Jun & Dec
US Treasury Note	1,965,000.00	2,000,000.00	4.000%	4.417%	5/28/24	1/31/29	1,991,562.40	Jan & July
US Treasury Note	1,848,437.50	2,000,000.00	2.625%	4.422%	5/28/24	2/15/29	3,847,968.40	Feb & Aug
US Treasury Note	1,863,984.38	2,000,000.00	2.625%	4.250%	6/20/24	2/15/29		Feb & Aug
US Treasury Note	1,834,687.50	2,000,000.00	2.375%	4.320%	7/3/24	3/31/29	1,907,890.60	March & Sept
US Treasury Note	1,975,000.00	2,000,000.00	4.125%	4.413%	5/28/24	3/31/29	1,997,812.40	March & Sept
US Treasury Note	1,997,343.75	2,000,000.00	4.250%	4.280%	7/3/24	6/30/29	2,004,687.40	Jun & Dec
US Treasury Note	1,973,281.26	2,000,000.00	4.000%	4.332%	2/10/25	7/31/29	4,976,562.50	Jan & July
US Treasury Note	2,992,851.57	3,000,000.00	4.000%	4.030%	5/15/26	7/31/29		Jan & July
US Treasury Note	1,900,011.30	2,000,000.00	3.125%	4.348%	2/10/25	8/31/29	1,938,281.20	Feb & Aug
US Treasury Note	3,947,343.75	4,000,000.00	3.625%	3.968%	6/23/25	8/31/29	3,936,406.00	Feb & Aug
US Treasury Note	1,956,560.00	2,000,000.00	3.875%	4.400%	2/19/25	9/30/29	1,982,109.20	March & Sept
US Treasury Note	6,029,296.86	6,000,000.00	4.125%	4.003%	5/30/25	10/31/29	5,990,390.40	Apr & Oct
US Treasury Note	1,970,500.00	2,000,000.00	4.000%	4.348%	2/10/25	10/31/29	1,989,140.60	Apr & Oct
US Treasury Note	1,958,940.00	2,000,000.00	3.875%	4.352%	2/10/25	11/30/29	1,980,859.20	May & Nov
US Treasury Note	1,947,109.38	2,000,000.00	3.875%	4.473%	1/8/25	12/31/29	3,960,937.20	Jun & Dec
US Treasury Note	1,934,760.00	2,000,000.00	3.875%	4.618%	1/14/25	12/31/29		Jun & Dec
US Treasury Note	1,963,111.78	2,000,000.00	3.500%	3.929%	5/5/25	1/31/30	5,865,234.00	Jan & July
US Treasury Note	3,897,880.00	4,000,000.00	3.500%	4.109%	6/9/25	1/31/30		Jan & July
US Treasury Note	2,002,578.12	2,000,000.00	4.000%	3.968%	7/18/25	2/28/30	1,988,203.00	Feb & Aug
US Treasury Note	1,974,920.00	2,000,000.00	3.625%	3.908%	5/7/25	3/31/30	1,961,406.20	March & Sept
US Treasury Note	5,856,562.50	6,000,000.00	3.500%	4.040%	5/30/25	4/30/30	5,855,859.00	Apr & Oct
US Treasury Note	1,964,977.56	2,000,000.00	3.750%	4.139%	5/22/25	5/31/30	1,968,515.60	May & Nov
US Treasury Note	1,991,718.76	2,000,000.00	3.750%	3.842%	6/30/25	6/30/30	1,967,890.60	
US Treasury Note	1,973,437.50	2,000,000.00	3.875%	4.222%	5/18/26	7/31/30	1,976,406.20	Jan & July
US Treasury Note	1,985,460.00	2,000,000.00	3.500%	3.662%	12/31/25	11/30/30	1,944,062.40	May & Nov
Total U.S. Treasuries	**114,974,242.08**	**118,500,000.00**					**116,655,717.35**	
U.S. AGENCY SECURITIES:								
FFCB (Federal Farm Credit Bank)	MATURED	MATURED	4.375%	4.700%	6/20/24	6/23/26	MATURED	June & Dec
FFCB (Federal Farm Credit Bank)	957,212.00	1,000,000.00	0.600%	1.580%	2/3/22	8/18/26	995,575.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	1,004,300.00	1,000,000.00	4.875%	4.664%	7/3/24	8/28/26	1,001,545.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,344,629.43	2,358,000.00	4.750%	4.960%	10/3/23	9/1/26	2,360,607.95	March & Sept
FFCB (Federal Farm Credit Bank)	2,977,740.00	3,000,000.00	3.625%	3.841%	2/3/23	10/26/26	2,987,625.00	Apr & Oct
FHLB (Federal Home Loan Bank)	1,047,690.00	1,000,000.00	2.625%	1.600%	2/3/22	12/11/26	993,728.00	June & Dec
FHLB (Federal Home Loan Bank)	983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	987,039.00	June & Dec
TVA (Tennessee Valley Authority)	1,907,880.00	2,000,000.00	2.875%	4.300%	7/25/23	2/1/27	1,984,816.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,003,580.00	2,000,000.00	4.500%	4.435%	3/28/24	3/26/27	2,005,592.00	March & Sept
FFCB (Federal Farm Credit Bank)	1,903,352.00	2,000,000.00	2.875%	4.282%	7/25/23	4/26/27	1,980,346.00	Apr & Oct
FFCB (Federal Farm Credit Bank)	1,999,930.00	2,000,000.00	4.500%	4.500%	6/20/24	5/20/27	2,006,768.00	May & Nov
FHLB (Federal Home Loan Bank)	1,995,276.00	2,000,000.00	4.125%	4.190%	7/25/23	6/11/27	2,000,186.00	June & Dec
FHLB (Federal Home Loan Bank)	5,000,000.00	5,000,000.00	3.600%	3.600%	2/12/26	8/12/27	4,969,285.00	

CITY OF TURLOCK

Schedule of Investments - As of June 30, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
FFCB (Federal Farm Credit Bank)	1,996,124.00	2,000,000.00	4.625%	4.679%	11/15/23	11/15/27	2,011,350.00	May & Nov
FHLB (Federal Home Loan Bank)	1,818,046.00	2,000,000.00	2.500%	4.956%	10/19/23	12/10/27	1,952,842.00	June & Dec
FHLB (Federal Home Loan Bank)	1,986,000.00	2,000,000.00	4.250%	4.471%	7/3/24	12/10/27	2,001,292.00	June & Dec
FHLB (Federal Home Loan Bank)	1,878,638.00	2,000,000.00	3.250%	4.708%	10/3/23	6/9/28	3,927,564.00	June & Dec
FHLB (Federal Home Loan Bank)	1,916,302.00	2,000,000.00	3.250%	4.420%	7/3/24	6/9/28		June & Dec
FHLB (Federal Home Loan Bank)	3,000,000.00	3,000,000.00	4.000%	4.000%	8/14/25	8/14/28	2,986,374.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	3,000,000.00	3,000,000.00	4.070%	4.069%	8/29/25	8/21/28	2,980,320.00	Feb & Aug
FNMA (Fannie Mae)	3,750,000.00	3,750,000.00	4.000%	4.000%	9/26/25	9/25/28	3,721,848.75	March & Sept
FFCB (Federal Farm Credit Bank)	2,005,680.00	2,000,000.00	4.625%	4.561%	11/13/23	11/13/28	2,017,334.00	May & Nov
FFCB (Federal Farm Credit Bank)	2,026,700.00	2,000,000.00	4.750%	4.444%	5/28/24	4/30/29	2,027,138.00	Apr & Oct
FNMA (Fannie Mae)	2,159,700.00	2,000,000.00	6.250%	4.439%	5/28/24	5/15/29	4,217,892.00	May & Nov
FNMA (Fannie Mae)	2,174,240.00	2,000,000.00	6.250%	4.261%	6/20/24	5/15/29		May & Nov
FHLB (Federal Home Loan Bank)	2,031,170.00	2,000,000.00	4.625%	4.271%	6/20/24	6/8/29	2,021,316.00	June & Dec
FHLB (Federal Home Loan Bank)	1,997,250.00	2,000,000.00	4.500%	4.543%	6/8/26	12/3/29	1,992,702.00	
FFCB (Federal Farm Credit Bank)	1,398,250.00	1,398,000.00	4.470%	4.465%	7/18/25	3/5/30	1,390,013.23	March & Sept
FHLMC (Freddie Mac)	2,001,584.00	2,000,000.00	4.500%	4.480%	7/21/25	5/23/30	1,989,540.00	May & Nov
FHLB (Federal Home Loan Bank)	2,002,750.00	2,000,000.00	4.320%	4.288%	7/21/25	7/1/30	1,979,188.00	Jan & July
FHLMC (Freddie Mac)	5,000,000.00	5,000,000.00	4.050%	4.050%	2/13/26	8/13/30	4,921,405.00	
FNMA (Fannie Mae)	2,000,000.00	2,000,000.00	3.800%	3.800%	2/26/26	8/26/30	1,952,628.00	
FHLB (Federal Home Loan Bank)	2,750,000.00	2,750,000.00	4.000%	4.000%	9/26/25	9/11/30	2,705,004.50	March & Sept
FFCB (Federal Farm Credit Bank)	1,998,750.00	2,000,000.00	4.120%	4.134%	10/22/25	10/21/30	1,969,534.00	Apr & Oct
FFCB (Federal Farm Credit Bank)	2,000,050.00	2,000,000.00	3.870%	3.869%	11/26/25	11/18/30	1,951,320.00	May & Nov
FHLMC (Freddie Mac)	999,600.00	1,000,000.00	4.070%	4.078%	1/30/26	12/17/30	982,656.00	Jan & July
FNMA (Fannie Mae)	999,500.00	1,000,000.00	4.000%	4.011%	1/30/26	1/21/31	981,567.00	Jan & July
FNMA (Fannie Mae)	999,900.00	1,000,000.00	4.000%	4.002%	1/30/26	1/28/31	981,661.00	Jan & July
FHLMC (Freddie Mac)	8,000,000.00	8,000,000.00	4.500%	4.500%	5/28/26	5/28/31	7,949,488.00	
Total U.S. Agencies	**86,015,440.43**	**86,256,000.00**					**85,885,090.43**	
CORPORATE NOTES/BONDS								
Microsoft Corp	1,930,730.00	2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,988,958.00	Feb & Aug
Apple Inc	1,905,342.00	2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,969,308.00	May & Nov
Stanford University	483,500.00	500,000.00	3.089%	3.975%	4/7/25	5/1/29	482,257.00	May & Nov
Walmart Inc	480,800.00	500,000.00	3.250%	4.225%	3/3/25	7/8/29	486,164.50	Jan & July
Citibank, N.A.	2,025,000.00	2,000,000.00	4.838%	4.422%	3/31/26	8/6/29	2,015,722.00	Feb & Aug
Apple Inc	457,305.00	500,000.00	2.200%	4.298%	3/3/25	9/11/29	938,233.00	March & Sept
Apple Inc	462,565.00	500,000.00	2.200%	4.064%	4/7/25	9/11/29		March & Sept
State Street Bank	508,360.00	500,000.00	4.782%	4.354%	7/18/25	11/23/29	504,286.00	May & Nov
Johnson & Johnson	203,038.00	200,000.00	4.700%	4.358%	3/3/25	3/1/30	1,517,289.00	March & Sept
Johnson & Johnson	507,245.00	500,000.00	4.700%	4.358%	3/3/25	3/1/30		March & Sept
Johnson & Johnson	304,375.00	300,000.00	4.700%	4.358%	3/3/25	3/1/30		March & Sept
Johnson & Johnson	512,700.00	500,000.00	4.700%	4.121%	4/7/25	3/1/30		March & Sept
Berkshire Hathaway	445,150.00	500,000.00	1.850%	4.333%	3/28/25	3/12/30	915,713.00	March & Sept
Berkshire Hathaway	450,355.00	500,000.00	1.850%	4.094%	4/7/25	3/12/30		March & Sept
President & Fellows	2,044,490.00	2,000,000.00	4.887%	4.374%	5/7/25	3/15/30	2,036,148.00	March & Sept
NVIDIA CORP	2,760,510.00	2,900,000.00	2.850%	4.192%	4/29/26	4/1/30	2,740,021.50	Apr & Oct
Visa Inc.	450,190.00	500,000.00	2.050%	4.368%	6/23/25	4/15/30	918,658.00	Apr & Oct
Visa Inc.	452,260.00	500,000.00	2.050%	4.297%	7/18/25	4/15/30		Apr & Oct
Yale University	1,738,810.00	2,000,000.00	1.482%	4.422%	4/15/25	4/15/30	1,789,014.00	

CITY OF TURLOCK

Schedule of Investments - As of June 30, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Costco Wholesale Corp	1,813,340.00	2,000,000.00	1.600%	4.199%	5/14/26	4/20/30	1,805,812.00	Apr & Oct
Walmart Inc	500,840.00	500,000.00	4.350%	4.311%	5/30/25	4/28/30	499,893.50	Apr & Oct
BlackRock, Inc.	457,665.00	500,000.00	2.400%	4.355%	6/24/25	4/30/30	925,012.00	Apr & Oct
BlackRock, Inc.	459,625.00	500,000.00	2.400%	4.266%	6/30/25	4/30/30		Apr & Oct
Chevron	452,255.00	500,000.00	2.236%	4.432%	6/23/25	5/11/30	918,561.00	May & Nov
Chevron	453,650.00	500,000.00	2.236%	4.393%	7/18/25	5/11/30		May & Nov
Alphabet Inc	494,545.00	500,000.00	4.000%	4.245%	5/30/25	5/15/30	492,342.50	May & Nov
Novartis Capital Cor	907,950.00	1,000,000.00	2.200%	4.618%	5/20/26	8/14/30	915,875.00	Feb & Aug
Automatic Data Processing Inc	879,300.00	1,000,000.00	1.250%	4.360%	5/14/26	9/1/30	879,581.00	March & Sept
Meta Platforms Inc	992,500.00	1,000,000.00	4.200%	4.383%	4/29/26	11/15/30	1,966,196.00	May & Nov
Meta Platforms Inc	987,500.00	1,000,000.00	4.200%	4.510%	5/14/26	11/15/30		May & Nov
Alphabet Inc	2,009,580.00	2,000,000.00	4.100%	3.992%	2/23/26	2/15/31	1,965,768.00	Feb & Aug
Eli Lilly and Co	493,675.00	500,000.00	4.250%	4.544%	5/18/26	3/15/31	494,551.00	March & Sept
The Procter & Gamble	445,975.00	500,000.00	1.950%	4.412%	5/18/26	4/23/31	446,632.50	Apr & Oct
Eli Lilly and Co	987,320.00	1,000,000.00	4.375%	4.662%	5/20/26	5/20/31	1,989,114.00	
Eli Lilly and Co	493,805.00	500,000.00	4.375%	4.656%	5/20/26	5/20/31		
Eli Lilly and Co	493,415.00	500,000.00	4.375%	4.673%	5/20/26	5/20/31		
Total Corporate Notes/Bonds	**31,445,665.00**	**32,900,000.00**					**31,601,110.50**	
HELD WITH TRUSTEE								
Money Market - US Bank - Roads Bond	22,618,277.42	22,618,277.42	n/a	3.110%	1/31/25	open	22,618,277.42	monthly
US Treasury Note - US Bank - Roads Bond	10,058,442.39	10,000,000.00	4.500%	4.490%	7/30/25	7/15/26	10,002,900.00	Jan & July
Total Held with Trustee	**32,676,719.81**	**32,618,277.42**					**32,621,177.42**	
TOTAL INVESTMENTS	**$ 316,283,611.89**	**$ 321,446,821.99**					**$ 317,938,350.37**	
TOTAL INVESTMENTS AND DEMAND DEPOSITS	**327,293,714.96**	**332,456,925.06**					**328,948,453.44**	

Note: Market values are as stated by Charles Schwab Investment statements.

City Council Meeting Minutes

July 14, 2026
6:00 PM
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

1. **CALL TO ORDER**

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

2. **SALUTE TO THE FLAG**

3. **ROLL CALL AND DECLARATION OF CONFLICTS**

   Present: Councilmembers Cassandra Abram, Kevin Bixel, Erika Phillips, Vice Mayor Rebecka Monez and Mayor Amy Bublak
   Absent: None

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

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

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

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

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

   A. Recognition of Harry Boucher for Being Selected as Grand Marshal of the Independence Day Parade

      Mayor Bublak presented a plaque to Harry Boucher in recognition of his contributions. Mr. Boucher expressed his appreciation for the recognition.

   B. Turlock Partnership Incentive Program Check Presentation: Spa REM (Economic Development)

      Economic Development Manager Sims presented the check to REM Holistic Spa.

   C. Turlock Partnership Incentive Program Check Presentation: Gorilla Coatings (Economic Development)

Economic Development Manager Sims presented the check to Gorilla Coatings.

6. **CONSENT CALENDAR**

Mayor Bublak opened public comment at 6:10 PM and the following member of the public spoke:

Shawn Sheridan - Item 6B
Ron Bridegroom - Item 6D

With no further comments, Mayor Bublak closed public comment at 6:13 PM.

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

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

A. Accepting the Weekly Demands of June 5, 2026 through June 11, 2026 in the Amount of $2,655,261.16, Payroll EFT March 1, 2026 through March 31, 2026 in the Amount of $2,313,505.95, Weekly Demands of June 12, 2026 through June 18, 2026 in the Amount of $865,348.72, Weekly Demands of June 19, 2026 through June 25, 2026 in the Amount of $1,998,866.64 and Accounts Payable EFT April 1, 2026 through April 30, 2026 in the Amount of $283,922.53.

Action: Approved Motion: Accepting the Weekly Demands of June 5, 2026 through June 11, 2026 in the Amount of $2,655,261.16, Payroll EFT March 1, 2026 through March 31, 2026 in the Amount of $2,313,505.95, Weekly Demands of June 12, 2026 through June 18, 2026 in the Amount of $865,348.72, Weekly Demands of June 19, 2026 through June 25, 2026 in the Amount of $1,998,866.64 and Accounts Payable EFT April 1, 2026 through April 30, 2026 in the Amount of $283,922.53.

B. Accepting the Minutes of the June 23, 2026, Regular City Council Meeting

Action: Approved Motion: Accepting the Minutes of the June 23, 2026, Regular City Council Meeting.

C. In the Matter of Making Certain Findings and Determinations in Compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and Setting the Fiscal Year 2026-2027 Appropriation Limit for the City of Turlock (Finance)

Action: Approved Resolution No. 2026-088: Making certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Fiscal Year 2026-2027 Appropriation Limit for the City of Turlock.

D. Awarding Bid and Approving an Agreement for $252,843 with California Building Structures Inc. for City Project No. 25-049 "Animal Control Facility Improvements" (Engineering)

Action: Approved Motion: Awarding bid and approving an Agreement with California Building Structures Inc. of Modesto, California in the amount of $252,843.00 and authorizing a construction contingency amount of $25,284 (10.0%) for the construction of City Project No. 25-049 "Animal Control Facility Improvements" to be funded by Fund 119 "American Rescue Plan Act (ARPA)".

Action: Approved Resolution No. 2026-089: Determining the award of bid for the construction of City Project No. 25-049 "Animal Control Facility Improvements" is exempt from the provisions of CEQA in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

E. Approving the Final Map and Subdivision Improvement Agreement with Torre Reich Construction, Inc., Conditioned Upon Construction of Improvements for the Atherton Estates Subdivision (VTSM 2025-01, Development Project No. 25-054), Developed by Torre Reich Construction, Inc. (Engineering)

Action: Approved Motion: Approving the Final Map and Subdivision Improvement Agreement with TORRE REICH CONSTRUCTION, INC., conditioned upon construction of improvements for the ATHERTON ESTATES subdivision (VTSM 2025-01, Development Project No. 25-054), developed by TORRE REICH CONSTRUCTION, INC.

F. Authorize the City Manager to Approve Payment to Winton-Ireland Strom & Green Insurance Agency, Inc., to Procure Insurance Coverage and Execute Insurance Agreements on Behalf of the City for Fiscal Year 2026-2027 Annual Insurance Renewals (Risk Management)

Action: Approved Motion: Authorize the City Manager to approve payment to Winton-Ireland Strom & Green Insurance Agency, Inc., to procure insurance coverage and execute insurance agreements on behalf of the City for Fiscal Year 2026-2027 annual insurance renewals of Airport Liability Insurance in the amount of $5,738; Cyber Liability Insurance in the amount of $24,762.17; Employment Practices Liability Insurance in the amount of $49,460; Excess Workers' Compensation Insurance in the amount of $147,147; Property Insurance, High Value Vehicle and Equipment Insurance, Crime Insurance and Bonds in the amount of $364,852.70; and Sexual Misconduct and Molestation Liability Insurance in the amount of $10,575.95.

G. Authorize the Police Department to over hire one (1) Additional Police Officer Position, Effective July 15, 2026 (Human Relations)

Action: Approved Motion: Authorize the Police Department to over hire one (1) Additional Police Officer Position, Effective July 15, 2026.

H. Authorizing the City Manager to Approve Payment to the Central San Joaquin Valley Risk Management Authority (CSJVRMA) for the Fiscal Year 2026-2027 Annual Renewals of the Pooled Liability Program, Low Value Vehicle Coverage, Employee Assistance Program, and General Administration Costs (Risk Management)

Action: Approved Motion: Authorizing the City Manager to approve payments to the Central San Joaquin Valley Risk Management Authority for the Fiscal Year 2026-2027 annual renewals of the Pooled Liability Program in the amount of $3,103,122, Employee Assistance Program in the amount of $10,733, and General Administration costs in the amount of $22,619, all expensed to Fund 512; and Low Value Vehicle Coverage in the amount of $895, expensed to various funds, for a total amount of $3,137,368

I. Approving the Purchase of Five (5) Ford Police Interceptor AWD Utility Vehicles from Folsom Lake Ford Pursuant to the State of California Contract No. 1-22-23-14C, for a Total Amount Not to Exceed $315,741.10 (Fleet)

Action: Approved Motion: Approving the purchase of five (5) Ford Police Interceptor AWD Utility Vehicles from Folsom Lake Ford pursuant to the State of California Contract No. 1-22-23-14C, for a total amount not to exceed $315,741.10 expensed to Fund 506 "Vehicle/Equipment Replacement" in accordance with Turlock Municipal Code Section 2-7-08(b)(5) allowing the use of joint, cooperative, or leveraged purchasing plans and not requiring an additional City bid procedure

J. Awarding a Contract to Trane U.S. Inc. in the Amount of $1,480,297.50 for Heating, Ventilation, Air Conditioning and Refrigeration Repair and Maintenance (Maintenance)

Action: Approved Motion: Awarding RFP No. 2026-RFP-020 and approving an Agreement with Trane U.S. Inc. for preventative maintenance, filter change-out, and repair services for Heating, Ventilation, Air Conditioning and Refrigeration (HVACR) for owned and leased buildings, for a total of five (5) years in an amount not-to-exceed $1,480,297.50, funded by various General Ledger accounts relative to the location and nature of service

K. Authorizing the Submission of a Measure L Rail Services Grant Application to StanCOG for Fiscal Year 2026-27 and 2027-28 for an On-Demand Rail Connectivity Project ($1,250,000) (Transit)

Action: Approved Resolution No. 2026-090: Authorizing the submission of a Measure L Rail Services grant application to the Stanislaus Council of Governments (StanCOG) for FY 2026-27 and 2027-28 for the following project: On-Demand Rail Connectivity Project ($1,250,000).

L. Reaffirming the Emergency Declaration and Determining the Construction of City Project No. 26-041 "Animal Control Freezer Evaporator and Condenser Replacement" is Exempt from Provisions of CEQA (Engineering)

Action: Approved Motion: Reaffirming the determination made by the City Manager in response to the emergency created by the inoperative freezer unit at the Animal Control Facility and finding that the emergency will not permit a delay resulting from a competitive solicitation for bids pursuant to Public Contract Code Section 22050(c)(2)

Action: Approved Resolution No. 2026-091: Determining the construction of City Project No. 26-041 "Animal Control Freezer Evaporator and Condenser Replacement" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

7. FINAL READINGS

None

8. PUBLIC HEARINGS

A. First Reading of an Ordinance Amending Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 17 (Itinerant Vendors) and Adding Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 29 (Sidewalk Vendors) (City Attorney)

Attorney George Petrulakis presented the item.

Mayor Bublak opened public comment at 6:14 PM and the following members of the public spoke:

Ron Bridegroom
Harry Boucher

With no further comments, Mayor Bublak closed public comment at 6:16 PM.

Motioned by Vice Mayor Monez, seconded by Councilmember Bixel and carried 5/0 by the following vote:

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

Action: Approved the First Reading of an Ordinance Amending Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 17 (Itinerant Vendors) and Adding Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 29 (Sidewalk Vendors).

9. ACTION ITEMS

A. Awarding Bid and Approving Agreements with Ensure Utility Inc. dba Phoenix Water Solutions in the Amount of $1,603,290 and Willdan Engineering in the Amount of $317,713 for City Project No. 25-057 "System Wide AMI and Water Meter Installation – Phase 1" (Engineering)

Municipal Services Chris Fisher presented the item.

Mayor Bublak opened public comment at 6:23 PM and the following members of the public spoke:

Milt Trieweiler
John Gabelon

With no further comments, Mayor Bublak closed public comment at 6:25 PM.

Motioned by Vice Mayor Monez, seconded by Councilmember Abram and carried 5/0 by the following vote:

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

Action: Approved Motion: Awarding bid and approving an Agreement with Ensure Utility Inc dba Phoenix Water Solutions, of Phoenix, Arizona in the amount of $1,603,290.00 and authorizing a construction contingency amount of $160,329 (10.0%) for the construction of City Project No. 25-057 "System Wide AMI and Water Meter Installation – Phase 1" to be funded by Fund 420 "Water Enterprise".

Action: Approved Motion: Approving an Agreement with Willdan Engineering of Anaheim, California in the amount of $317,713.00 for construction management services for City Project No. 25-057 "System Wide AMI and Water Meter Installation – Phase 1" to be funded by Fund 420 "Water Enterprise".

Action: Approved Resolution 2026-092: Determining the award of bid for the construction of City Project No. City Project No. 25-057 "System Wide AMI and Water Meter Installation – Phase 1" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

10. PUBLIC PARTICIPATION

Mayor Bublak opened public comment at 6:26 PM and the following members of the public spoke:

Ron Bridegroom
Guneet Bella
Chris Jelinek
Shawn Sheridan
Milt Trieweiler

With no further comments, Mayor Bublak closed public comment at 6:41 PM.

11. CITY MANAGER REPORTS/UPDATES

A. Monthly Department Reports

Mayor Bublak welcomed the new City Manager, Dr. Murphy. The City Manager acknowledged the welcome, recognized the new Fire Deputy Chief Serpa, and expressed his commitment to serving the City.

12. CLOSED SESSION

None

13. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

Councilmember Abram welcomed Dr. Murphy and Chief Serpa and thanked the City Clerk for the work and effort invested in adapting to the recent meeting changes. She emphasized the importance of maintaining flexibility during this transition period and expressed appreciation to the resident who spoke

in support of the Youth Council.

Councilmember Bixel welcomed Dr. Murphy and stated that he looks forward to working with him.

Vice Mayor Monez commended the resident who addressed the Council regarding the Youth Council. She also expressed appreciation for the ongoing replacement of water meters throughout the City and praised the Police Department for its efforts and strong collaboration with the County's law enforcement agencies.

Mayor Bublak recognized the Downtown Association and the Chamber of Commerce for organizing a successful Fourth of July celebration. She also noted that Transit is offering free rides to the fair.

14. **ADJOURNMENT**

Mayor Bublak adjourned the meeting at 6:48 PM.

Respectfully Submitted,

_____
Kelly Renteria, Deputy City Clerk

City Council Staff Report

July 28, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Charlotte Calvario, Engineering Project Coordinator
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with Champion Industrial Contractors, Inc., of Modesto, California in the amount of $180,365.00 and authorizing a construction contingency amount of $18,036.50 (10%), for City Project No. 25-067 “Public Safety Facility Boiler Replacements.”

Resolution: Determining the award of bid for construction of City Project No. 25-067 “Public Safety Facility Boiler Replacements” is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA guidelines.

2. NARRATIVE:

The Public Safety Facility heating hot water (HHW) system is served by two boilers, associated pumps, and control valves that are approaching the end of their useful service lives. As the equipment continues to age, maintenance requirements have increased, replacement parts have become more difficult to obtain, and the risk of unexpected system failures has grown. Recently, one of the boilers experienced operational issues requiring repairs, further demonstrating the need for replacement of the existing system.

The City has identified available American Rescue Plan Act (ARPA) funding to complete these improvements and proactively address critical facility infrastructure before more significant failures occur. Replacing the aging equipment at this time will improve system reliability, reduce ongoing maintenance costs, and provide a more efficient and maintainable heating system for the Public Safety Facility.

This project includes replacement of the existing boilers, primary pumps, and Fluid Power Energy (FPE) valves with new equipment. The bid documents also include an additive bid alternate for replacement of the secondary heating pumps and associated appurtenances necessary to fully integrate the new components into the existing heating hot water system.

City staff advertised this project on May 5th, 2026 through the Turlock Journal and on the City’s website for construction projects. On June 2nd, 2026, five (5) bid proposals were received for City Project No. 25-067 “Public Safety Facility Boiler Replacements.” Champion Industrial Contractors, Inc., of Modesto, California, was the lowest responsible bidder with a base bid amount of $145,931.00.

Bid Summary:

Bidder	Base Bid Amount	Additive Bid Alternate Amount
Champion Industrial Contractors, Inc.	$145,931.00	$34,434.00
Bay City Boiler	$161,385.00	$24,990.00
Comfort Air Inc.	$168,935.00	$39,539.00
LEED Mechanical	$203,822.00	$71,282.00
Mesa Energy Systems, Inc.	$219,447.00	$47,694.00

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with Champion Industrial Contractors, Inc., of Modesto, California as the lowest responsive, responsible bidder with a base bid amount of $145,931.00. Staff recommends approval of the additive bid alternate which increases the base bid amount by $34,434.00, resulting in a contract amount of $180,365.00.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated project costs are displayed below:

CP 25-067 Public Safety Facility Boiler Replacements	
Preliminary Engineering - *City Staff*	$16,200
Construction Contract - *Champion Industrial Contractors, Inc.*	$180,365.00
Construction Contingency for potential change orders	$18,036.50
Construction Admin/Management - *City Staff*	$9,500.00
Building Permit	$700.00
Miscellaneous - *City Staff*	$500.00
Total Estimated Project Cost	**$225,301.50**

The designated project account is Fund 119 “American Rescue Plan Act (ARPA)” account number 119-10-188.51270 “Construction Project.” There is adequate budget for estimated project expenses in Fiscal Year 2026-27 and no additional budget allocation is needed at this time.

4. ENVIRONMENTAL DETERMINATION:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 (Replacement or Reconstruction) as the project involves replacement of improvements only.

5. ALTERNATIVES:

A. Council could choose to reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA and Section 15302 (Replacement or Reconstruction) is an appropriate exemption.

B. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because funds are available, and the improvements are necessary to fully address concerns at the Public Safety Facility.

C. Council could approve the Agreement with Champion Industrial Contractors, Inc. and authorize a different construction contingency amount than recommended by staff. Staff do not recommend this alternative because the proposed 10.0% contingency provides an appropriate balance between fiscal prudence and the need to address unforeseen field conditions without delaying the project.

6. ATTACHMENTS:

1. Draft Resolution
2. Bidder's Summary
3. Agreement CC 2027-031 with Champion Industrial Contractors

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE AWARD OF BID FOR CONSTRUCTION OF CITY PROJECT NO. 25-067 "PUBLIC SAFETY FACILITY BOILER REPLACEMENTS" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15302 OF THE CEQA GUIDELINES	**RESOLUTION NO. 2026-XXX**

WHEREAS, City Project No. 25-067 "Public Safety Facility Boiler Replacements" includes the replacement of the existing boilers at the Public Safety Facility; and

WHEREAS, the scope of work involves replacement of boilers, fluid power energy valves, and primary pumps.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for construction of City Project No. 25-067 "Public Safety Facility Boiler Replacements" is exempt from the provisions of CEQA in accordance with Section 15302 of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock, CA
Municipal Services-Engineering
Chris Fisher, Director
156 So. Broadway, Turlock, CA 95380

EVALUATION TABULATION

CIFB-E DBE No. CP 25-067

Public Safety Facility Boiler Replacements

RESPONSE DEADLINE: June 2, 2026 at 2:00 pm
Report Generated: Tuesday, June 2, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Champion Industrial Contractors, Inc.	$180,365.00
Bay City Boiler	$186,375.00
Comfort Air Inc.	$208,474.00
Mesa Energy Systems, Inc.	$267,141.00
LEED Mechanical	$275,104.00

BASE BID

Vendor	Total
Champion Industrial Contractors, Inc.	$145,931.00
Bay City Boiler	$161,385.00
Comfort Air Inc.	$168,935.00
LEED Mechanical	$203,822.00
Mesa Energy Systems, Inc.	$219,447.00

ADDITIVE BID ALTERNATE "A"

Vendor	Total
Bay City Boiler	$24,990.00
Champion Industrial Contractors, Inc.	$34,434.00
Comfort Air Inc.	$39,539.00
Mesa Energy Systems, Inc.	$47,694.00
LEED Mechanical	$71,282.00

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

AGREEMENT

For

PUBLIC IMPROVEMENT

City Project No. CP 25-067

Public Safety Facility Boiler Replacements

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Champion Industrial Contractors, a California corporation ("Contractor"), on Tuesday, July 28, 2026 (the "Effective Date"). City and Contractor may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks a duly qualified and licensed firm experienced in the construction of Public Safety Facility Boiler Replacements (the "Project").

B. The Project involves the expenditure of funds in excess of $5,000 and constitutes a "public project" pursuant to Public Contract Code section 20161.

C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the "Services").

D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on July 14, 2026 at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

1. CONTRACT DOCUMENTS

This Agreement, together with the following documents, are collectively referred to herein as the "Contract Documents":

A. Notice to Bidders;

B. Contractor's Bid or Proposal accepted by City;

C. Special Provisions of the City of Turlock for Public Safety Facility Boiler Replacements;

D. Plans and detailed drawings prepared for this Project and approved by City ("Project Plans");

E. All bonds and insurance required in any of the Contract Documents;

F. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and

G. The current edition of the City of Turlock Standard Specifications and Drawings.

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

2. TERM

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

3. SCOPE OF WORK

3.1. SERVICES

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

3.2. MODIFICATION

City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in CONTRACT PRICE of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly

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commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this SCOPE OF WORK in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

3.3. SPECIFIC MATERIALS & PERFORMANCE OF WORK

Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "Special Provisions for Public Safety Facility Boiler Replacements." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

3.4. EXHIBITS

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

Exhibit Designation	Exhibit Title
1. Exhibit A	Contractor's Proposal for Services
2. Exhibit B	Payment by Force Account
3. Exhibit C	Workers' Compensation Insurance Certification
4. Exhibit D	Performance Bond
5. Exhibit E	Payment Bond

4. CONTRACT PRICE

City shall pay, and Contractor shall accept in full payment for the work set forth above in SCOPE OF WORK, an amount not to exceed One Hundred Eighty Thousand Three Hundred Sixty Five and No/100ths Dollars ($180,365.00) (the "Contract Price"). Said amount shall be paid pursuant to COMPENSATION of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. TIME FOR PERFORMANCE

The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **fifteen (15)** working days (the "Substantial Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **twenty-five (25)** working days (the "Final Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

5.1. RIGHT OF CITY TO INCREASE WORKING DAYS

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

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

A. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or

B. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

   1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or

   2. where the delay is caused by actions beyond the control of Contractor; or

   3. where the delay is caused by actions or failure to act by the City Engineer.

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

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5.2. EXCUSABLE DELAYS

Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor's financial inability to perform, Contractor's failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the Substantial and Final Completion Due Dates shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

5.3. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS

If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

A. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.
To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.
Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

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

C. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.
If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above

provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

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

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

5.4. DELAY DAMAGES

In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **two thousand five hundred ($2,500.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **one thousand ($1,000.00)** for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. TERMINATION

A. *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the "Defaulting Party"), the other Party shall give notice to the

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

B. If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City's intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. LIABILITY FOR BREACH

Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in OWNERSHIP OF WORK PRODUCT of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

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

8. COMPENSATION

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

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

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

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

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

9. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the

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performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

9.1. CLAIMS PROCESSING

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

9.2. MEET-AND-CONFER CONFERENCE

Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

9.3. NONBINDING MEDIATION

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

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

10. PERMITS AND CARE OF WORK

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be

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responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. PUBLIC WORKS AND PAYMENT OF PREVAILING WAGE

11.1. MONITORING AND ENFORCEMENT

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

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

11.2. WAGES & HOURS OF EMPLOYMENT

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

12. SUPERINTENDENCE BY CONTRACTOR

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

13. INSPECTION AND TESTING BY CITY

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and

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inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. CONFORMITY WITH LAW AND SAFETY

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

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

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

15. OTHER CONTRACTS

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

16. BONDS

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

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

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

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California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

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

17. INDEMNIFICATION

17.1. INDEMNITY FOR PROFESSIONAL LIABILITY

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

17.2. INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY

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

18. CONTRACTOR'S INSURANCE

Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City. The City of Turlock shall be named as a certificate holder.

18.1. COMMERCIAL GENERAL LIABILITY INSURANCE

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Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled. The policy shall contain, or be endorsed to contain, the following provisions:

A. City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services). The City shall be named as a certificate holder on the Certificate of Insurance.

B. For any claims related to the Project, Contractor's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

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

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

18.2. WORKERS' COMPENSATION INSURANCE

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) by disease-policy limit, and One Million Dollars ($1,000,000.00) by disease-each employee. Contractor shall submit to City, along with the Certificate of Insurance, a Waiver of Subrogation endorsement in favor of the City, its offices, agents, employees, and volunteers.

18.3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

18.4. 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 coverage or 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.

18.5. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

18.6. ACCEPTABILITY OF INSURERS

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

18.7. VERIFICATION OF COVERAGE

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

18.8. WAIVER OF SUBROGATION

With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

18.9. SUBCONTRACTORS

Contractor shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. OWNERSHIP OF WORK PRODUCT

Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract ("Work Product") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law,

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Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

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

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

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

20. TAXES

Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

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

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

21. INDEPENDENT CONTRACTOR

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

22. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. ARBITRATION OF DISPUTES

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

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

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

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

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

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

B. All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

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

D. These additional rules shall be implemented and applied by the arbitrator.

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

All administrative remedies required under DISPUTES PERTAINING TO PAYMENT FOR WORK of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this ARBITRATION OF DISPUTES.

24. PROVISIONS CUMULATIVE

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

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25. NOTICES

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

If to City:	**City of Turlock** **Attn: City Engineer** **156 S. Broadway, Suite 150** **Turlock, CA 95380-5461**
With courtesy copies to:	**City of Turlock, City Attorney's Office** **Attn: Katie Lucchesi, City Attorney** **156 S. Broadway, Suite 230** **Turlock, CA 95380-5456**
If to Contractor:	**Champion Industrial Contractors** **Attn: Kayla Beasley, Service Contract Administrator** **1420 Coldwell Ave** **Modesto, CA 95350**
If to Contractor's Sureties:	**To be provided with surety records**

26. CITY CONTRACT ADMINISTRATOR

The City's contract administrator and contact person for this Agreement is:

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Charlotte Calvario, Capital Projects Coordinator
City of Turlock Engineering Division
156 S Broadway
Turlock, CA 95380
Telephone: (209) 668-6029
E-mail: ccalvario@turlock.ca.us

27. INTERPRETATION

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

28. ANTITRUST CLAIMS

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

29. USE OF CITY PROJECT NUMBER

Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

30. NO CONFLICT OF INTEREST

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

31. CONFIDENTIALITY

Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

32. MODIFICATION

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

33. WAIVER

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition

shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

34. ASSIGNMENT

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

35. AUTHORITY

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

36. GOVERNING LAW

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

37. SEVERABILITY

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

38. EXECUTION AND COUNTERPARTS

This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

39. MANDATORY AND PERMISSIVE

“Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

40. HEADINGS

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

41. ATTORNEY'S FEES AND COSTS

Except as expressly provided for in ARBITRATION OF DISPUTES of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

42. NECESSARY ACTS AND FURTHER ASSURANCES

The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

43. REQUIRED FEDERAL LANGUAGE

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

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information:

(a) name and address of the injured or deceased person(s);

(b) name and address of Professional's subcontractor, if any;

(c) name and address of Professional's liability insurance carrier; and

(d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

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

Compliance with Federal Requirements. Professional agrees to comply with all applicable federal statutes, regulations, and requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Guidance) procurement and cost principles;
- Equal Employment Opportunity (41 CFR Part 60);

- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- Debarment and Suspension (2 CFR Part 180).

Professional certifies it is not debarred, suspended, or otherwise excluded from participation in federal programs.

44. RECITALS

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

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 57 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CHAMPION INDUSTRIAL CONTRACTORS, INC., a California corporation

Signed by:
Matthew Pearson
D992D45C43E243A...

SIGNATURE

Matthew Pearson

FULL NAME

Service Contract Administrator

TITLE

1420 Coldwell Ave

ADDRESS

209 524-6601

PHONE

6/24/2026

DATE SIGNED

CITY OF TURLOCK, a municipal corporation

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

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APPROVED AS TO FORM:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

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Exhibits List

A - A - EXHIBIT A CONSTRACTOR'S PROPOSAL FOR SERVICES

B - EXHIBIT B PAYMENT BY FORCE ACCOUNT

C - EXHIBIT C WORKERS’ COMPENSATION INSURANCE CERTIFICATION

D - EXHIBIT_D_PERFORMANCE_BOND

E - EXHIBIT_E_PAYMENT_BOND

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Exhibit A

A - EXHIBIT A CONSTRACTOR'S PROPOSAL FOR SERVICES

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EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES

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City of Turlock, CA
Municipal Services-Engineering
Chris Fisher, Director
156 So. Broadway, Turlock, CA 95380

[CHAMPION INDUSTRIAL CONTRACTORS, INC.] RESPONSE DOCUMENT REPORT

CIFB-E DBE No. CP 25-067

Public Safety Facility Boiler Replacements

RESPONSE DEADLINE: June 2, 2026 at 2:00 pm

Report Generated: Wednesday, June 10, 2026

Champion Industrial Contractors, Inc. Response

CONTACT INFORMATION

Company:
Champion Industrial Contractors, Inc.

Email:
servicedesk@championindustrial.com

Contact:
Kayla Beasley

Address:
1420 Coldwell Avenue
Modesto, CA 95350

Phone:
N/A

Website:
www.championindustrial.com

Submission Date:
Jun 1, 2026 8:44 AM (Pacific Time)

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ADDENDA CONFIRMATION

Addendum #1
Confirmed May 12, 2026 9:09 AM by Kayla Beasley

Addendum #2
Confirmed May 26, 2026 8:43 AM by Kayla Beasley

Addendum #3
Confirmed May 26, 2026 8:44 AM by Kayla Beasley

Addendum #4
Confirmed May 27, 2026 3:51 PM by Kayla Beasley

QUESTIONNAIRE

1. Proposal*

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item.

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

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Confirmed

2. Request for Substitutions*

You may upload information relative to material or equipment for which you would like to request approval of that were not specifically named in the project specifications. City staff will make an effort to respond to requests for substitution as part of the Q&A and addendum process, though will not be obligated to comment on, approve, or deny any request for substitution.

Confirmed

3. Affidavit*

Please download the below documents, complete, and upload.

- AFFIDAVIT.pdf

AFFIDAVIT_signed.pdf

4. INFORMATION REQUIRED OF BIDDER

NUMBER OF YEARS' EXPERIENCE AS A CONTRACTOR IN CONSTRUCTION WORK OR INSTALLATION WORK SIMILAR TO THAT REQUIRED IN THESE SPECIFICATIONS.*
68 Years

NAME OF PERSON WHO INSPECTED THE SITE OF THE PROPOSED WORK FOR YOUR FIRM.*
Ron Elkins

DATE OF INSPECTION*
5/15/2026

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5. PREVIOUS WORK/REFERENCES

Please provide information for four (4) recent projects. If bidder is unable to provide information for four (4) reference projects, it shall provide as many reference projects that it can and City will make a determination as to bidder responsibility based on the available information.

REFERENCE #1: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.*
Job# 5566 - CITY TOWERS - HYDRONIC HEATING - BOILER REPLACEMENT

REFERENCE #1: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.*
C-4, BOILER REPLACEMENT

REFERENCE #1: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.*
CITY TOWERS, 801 10th St. Modesto, CA. 95354. Ph# 209-606-0607

REFERENCE #1: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?*
N/A - Like to Like Replacement

REFERENCE #1: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.*
$89,966.00

REFERENCE #1: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
N/A

REFERENCE #1: DATE OF PROJECT COMPLETION
03/09/26

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REFERENCE #1: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
N/A

REFERENCE #2: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Job# 5316 - CROSSPOINT COMMUNITY CHURCH - REPLACEMENT OF (2) CHILLERS, (2) BOILERS & CONTROLS

REFERENCE #2: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
C-4,

REFERENCE #2: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Cross Point Church, 1301 12th Street Modesto, CA 95354 Ph# 209-480-9905

REFERENCE #2: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
N/A - Like to Like Replacement

REFERENCE #2: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
$696,584.00

REFERENCE #2: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
N/A

REFERENCE #2: DATE OF PROJECT COMPLETION
04/15/2026

REFERENCE #2: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
N/A

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REFERENCE #3: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Job# 9245 - CERES USD - DISTRICT OFFICE BOILER REPLACEMENT

REFERENCE #3: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
C-4, Boiler Replacement

REFERENCE #3: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Ceres Unified School District, 2720 6th Street, Building B Ceres, CA 95307 Ph# 209-556-1590

REFERENCE #3: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
N/A - Like to Like Replacement

REFERENCE #3: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
$28,182.00

REFERENCE #3: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
N/A

REFERENCE #3: DATE OF PROJECT COMPLETION
02/27/2026

REFERENCE #3: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
N/A

REFERENCE #4: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Job# 8806 - Stanislaus County - Sheriff Office - Support Services Boiler Replacement

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

REFERENCE #4: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
C-4, Boiler Replacement

REFERENCE #4: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Stanislaus County, 250 Hackett Rd Modesto, CA 95358

REFERENCE #4: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
NEXUS Engineering 1400 Lone Palm Ave Ste A Modesto CA 95351 Ph# 209-572-7399

REFERENCE #4: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
$964,587.00

REFERENCE #4: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
N/A

REFERENCE #4: DATE OF PROJECT COMPLETION
7/31/25

REFERENCE #4: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
N/A

6. BOND INFORMATION

You can enter your Bid Bond information in the Surety2000 question below.

OR

You may also submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

DO YOU WANT TO USE SURETY2000 TO SUBMIT YOUR BONDING INFORMATION?*
If you choose to upload bond forms not using Surety2000, you will need to submit the hard copy originals, prior to the bid due date and time, to engineering at:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

No

BIDDER'S BOND*
Please download the documents below, complete, and submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

- BIDDERS_BOND.pdf

City_of_Turlock_-_Boiler_Rplc_-_Bid_Bond.pdf

7. OTHER DOCUMENTS AND CERTIFICATIONS

SUBCONTRACTORS*
Please download the below documents, complete, and upload.

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

- SUBCONTRACTORS.Update.pdf

Subcontractors_Update.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS	$14,593.10	$14,593.10
2	Boiler, Fluid Power Energy (FPE) Valve, and Primary Pump Replacement	2	EA	$57,904.95	$115,809.90
3	Items of Work Not Included in Other Bid Items	1	LS	$15,528.00	$15,528.00
TOTAL					$145,931.00

ADDITIVE BID ALTERNATE "A"

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Secondary Heating Pumps + Heating Hot Water (HHW) Pumps	2	EA	$17,217.00	$34,434.00
TOTAL					$34,434.00

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AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X Matthew Pearson

Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of Stanislaus

Subscribed and sworn to (or affirmed) before me on this 29 day of May, 2026

by Matthew Pearson proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Michelle Moore

NOTARY PUBLIC SIGNATURE

(AFFIX SEAL)

Michelle Moore

NOTARY PUBLIC PRINTED NAME

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Champion Industrial Contractors, Inc. as BIDDER, and SiriusPoint America Insurance Company as SURETY a corporation duly organized under the laws of the State of _ and duly licensed to become sole Surety on bonds required and authorized by the State of California, as SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named, submitted by said Bidder to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of full amount of bid including any alternates.

Dollars ($full amount of bid including any alternates).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Engineering Division, City Hall, 156 S. Broadway Suite 150, Turlock, California, on

27 (day), May (date), 2026, at 2:00 PM (time).

for **Project No. «Project_Number», "«Project_Name_1» «Project_Name_2»."**

Project No: CP 25-067, Public Safety Facility Boiler Replacement

NOW, THEREFORE, if the aforesaid Bidder is awarded the contract and, within the time manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form in accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such a suit, including a reasonable attorney's fee to be fixed by the court.

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 27th day of May, 2026.

BIDDER

Champion Industrial Contractors, Inc.
_____(SEAL)
(Bidder's Name and Corporate Seal)

_____
(Signature)

Ashveen Singh, CFO
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF BIDDER)

SURETY

SEE ATTACHED
NOTARIAL CERTIFICATE

SiriusPoint America Insurance Company
_____(SEAL)
(Surety's Name and Corporate Seal)

_____
(Signature)

Tammy S. Selbe, Attorney-in-Fact
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF SURETY'S ATTORNEY-IN-FACT)

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

USIPIT01_0624

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Benedict J. Tockarshewsky, Carole P. Fahed, Evelyn A. Benevento, Jessica J. Bentley, Katelyn Williams, Kimberly L. Miles, Rebecca A. Landry, Tammy S. Selbe

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 27th day of May , 20 26

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfullness, accuracy or validity of that document.

State of West Virginia

County of Kanawha

On May 27, 2026 (Date) before me, Kimberly L. Miles (Name and Title of Notary), Notary Public

personally appeared Tammy S. Selbe

Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Kimberly L. Miles
One Hillcrest Drive East, Suite 300 Charleston, WV 25311
My Commission Expires July 4th, 2026

Witness my hand and official seal.

Signature _____ Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

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No. 3121-1

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

OAKLAND

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

SiriusPoint America Insurance Company

of New York, organized under the laws of New York, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *I set my hand and affix my official seal this 21st day of November, 2022.*

Ricardo Lara
Insurance Commissioner

By

Valerie J. Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

#1348383.1

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Stanislaus }

On 5/26/26 before me, Michelle Moore, Notary Public
(insert name and title of the officer)

personally appeared Ashveen Singh,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ENC1 MICHELLE MOORE COMM. # 2490428 NOTARY PUBLIC • CALIFORNIA SAN JOAQUIN COUNTY My Comm. Expires May 17, 2028 ENC1

Michelle Moore
Notary Public Signature

(Seal)

OPTIONAL INFORMATION

DOCUMENT

Bidder's Bond
(name or type of document)

2
(number of pages)

5/27/26
(document date)

SIGNER CAPACITY

CFO
(capacity claimed by the signer)

NOTICE

THE NOTARY PUBLIC DOES NOT CERTIFY THE AUTHORIZED CAPACITY OF THE SIGNER

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SUBCONTRACTORS

Prime Contractor: Champion Industrial Contractors, Inc. DIR NUMBER: 1000000287

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or Labor or who will render service to the Prime Contractor in or about the construction of the Work or Improvement, or a subcontractor duly licensed who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or Improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's Total Bid or, in the case of Bids or Offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the Prime Contractor's total Bid or $10,000 whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
American Crane Rental, Inc.	Lic No. 957693,	DIR No. 1000000426,	PO Box 308, Escalon, CA 95320,	1%
Johnson Controls, Inc.	Lic No. 22445,	DIR No. 1000000593,	103 Woodmarge Ste 110. Folsom, CA 95360,	5%

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Exhibit B

EXHIBIT B PAYMENT BY FORCE ACCOUNT

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EXHIBIT B
PAYMENT BY FORCE ACCOUNT

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

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:

    1.1 Basic hourly wage
    1.2 Health and welfare
    1.3 Pension
    1.4 Vacation
    1.5 Training
    1.6 Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:

    2.1 Workers' compensation insurance
    2.2 Social security
    2.3 Medicare
    2.4 Federal unemployment insurance
    2.5 State unemployment insurance
    2.6 State training taxes

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

(a) Home office overhead

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

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

1. A fifteen percent (15%) markup is added;

2. Supplier discounts are subtracted whether the Contractor takes them or not;

3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;

4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:

   4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
   4.2 Current wholesale price for those materials;

5 If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:

   1.1 During that period
   1.2 In the quantities used

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

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.

2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.

3. Fifteen percent (15%) percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

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

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:

    1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
    1.2. Current during the work paid by force account.
    1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
        1.3.1. Rented from equipment business Contractor does not own.
        1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.

2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
    2.1. Rented from equipment business Contractor does not own.
    2.2. The City Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor’s normal sources or from one of Contractor’s subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable

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5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account and:
   3.1. Hourly rates are paid in 1/2-hour increments
   3.2. Daily rates are paid in 1/2-day increments

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25

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3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account

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

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

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

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Exhibit C

EXHIBIT C WORKERS' COMPENSATION INSURANCE CERTIFICATION

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

EXHIBIT C

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____ Date: _____

_____

(Typed or Printed Name)

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

_____

_____

_____

Business Phone: ( ) _____

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Exhibit D

EXHIBIT_D_PERFORMANCE_BOND

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock,** State of California, has awarded to Champion Industrial Contractors, Inc., hereinafter designated as the "Principal," a contract for **Project No. 25-067, "Public Safety Facility Boiler Replacements";** and,

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

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

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

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

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

[*Signatures on Following Page*]

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

Exhibit E

EXHIBIT_E_PAYMENT_BOND

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to Champion Industrial Contractors, Inc., hereinafter designated as the "Principal", a contract for **Project No. 25-067, "Public Safety Facility Boiler Replacement"**; and

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

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

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

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

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

[*Signatures on Following Page*]

Docusign Envelope ID: 3F11D496-8C78-874B-835D-038AA0A1C08F

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

City Council Staff Report

July 28, 2026

From:	Isaac Moreno, Finance Director
Prepared by:	Isaac Moreno, Finance Director
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with the Cloudburst Consulting Group, Inc. to provide on-call remote housing technical assistance services for a five (5)-year term, in an amount not to exceed $150,000.

2. NARRATIVE:

The Housing Division administers multiple federally funded programs, each with extensive federal requirements and regulatory guidelines. Many of these requirements are established by the U.S. Department of Housing and Urban Development (HUD).

Cloudburst Consulting Group, Inc. (Cloudburst) has extensive experience with HUD-funded programs and is recognized as one of HUD's leading technical assistance groups. Through its direct work with HUD and numerous agencies administering HUD programs, Cloudburst offers specialized expertise and practical knowledge regarding the implementation, management, and compliance requirements associated with federal housing programs.

Additionally, Cloudburst has developed a strong understanding of the City of Turlock's housing programs through its previous work assisting with the preparation of the HOME-ARP Allocation Plan and the development and revision of various Housing Division policies and procedures.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been appropriated in the Fiscal Year 2026-2027 budget in various Housing program funds to be shared among Fund 255 "CDBG" account 255-41-485.43060_000 "Contract Services General", Fund 256 "Stanislaus Housing Consortium" account 256-41-486.43060_000 "Contract Services General", and Fund 259 "HOME ARP" account 259-41-499.43060_000 "Contract Services General."

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. ALTERNATIVES:

A. The City Council could choose to not approve the proposed agreement. This is not recommended as this contract will enable the Housing Division to have access to

technical assistance needed to help ensure continued compliance with federal regulations.

B. The City Council could choose to change the proposed contract amount. This is not recommended as the amounts are to ensure the Housing Division has adequate access to any technical assistance needed.

6. ATTACHMENTS:

1. Cloudburst Consulting Group, Inc. Agreement

Docusign Envelope ID: 039F9FC9-BFC6-8A2E-8333-4C23212EA54B

AGREEMENT BETWEEN THE CITY OF TURLOCK

and

Cloudburst Consulting Group, Inc.

for

PROFESSIONAL SERVICES

City Contract No. 2027-047

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into by and between the City of Turlock, a California municipal corporation ("City"), and Cloudburst Consulting Group, Inc., a Maryland corporation ("Professional"), on July 28, 2026 (the "Effective Date"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the technical assistance (TA) and support for the City's Department of Housing and Urban Development (HUD) Community Planning and Development (CPD) programs. (the "Project").

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

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

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

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

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AGREEMENT

1. RECITALS:

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

2. TERM:

The term of this Agreement shall be five (5) years and will commence on the Effective Date and terminate on July 27, 2031 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. EXTENSION OF AGREEMENT:

{Intentionally Omitted}

4. EFFECTIVE DATE:

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

5. WORK:

5.1. SERVICES:

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

5.2. CITY REQUESTED MODIFICATION OF SERVICES:

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

5.3. PROFESSIONAL REQUESTED MODIFICATION IN SERVICES:

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

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

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

B. City agrees that the work requires a Modification;

C. City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

D. The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. COMPENSATION:

6.1. AMOUNT, TIME AND MANNER OF PAYMENT FOR PROFESSIONAL SERVICES:

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

6.2. DEPOSIT:

{Intentionally Omitted}

6.3. SUBSEQUENT PAYMENTS:

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

6.4. INVOICES:

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

7. NOTICE TO PROCEED:

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

8. TIME OF PERFORMANCE:

Professional warrants that it will commence performance of the Services within ten (10) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

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9. CITY ASSISTANCE TO PROFESSIONAL:

{Intentionally Omitted}

10. TIME AND PERSONNEL DEVOTED TO SERVICES:

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

11. PERFORMANCE BY QUALIFIED PERSONNEL; NO SUBCONTRACTING:

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

12. REPRESENTATIONS OF PROFESSIONAL:

City relies upon the following representations by Professional in entering into this Agreement:

12.1. QUALIFICATIONS:

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

12.2. PROFESSIONAL PERFORMANCE:

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

12.3. NO WAIVER OF CLAIMS:

The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character

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of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

12.4. CITY'S REMEDIES ARE CUMULATIVE:

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

12.5. NO CONFLICT OF INTEREST:

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

13. CONFORMITY WITH LAW AND SAFETY:

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

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

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

13.1. COMPLIANCE WITH FEDERAL REQUIREMENTS:

Professional agrees to comply with all applicable federal statutes, regulations, and requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Guidance) procurement and cost principles;
- Equal Employment Opportunity (41 CFR Part 60);
- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- Debarment and Suspension (2 CFR Part 180).

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Professional certifies it is not debarred, suspended, or otherwise excluded from participation in federal programs.

14. CONTACT BY PROFESSIONAL WITH PROJECT OWNER OR PROJECT APPLICANT:

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

15. CONFIDENTIALITY:

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

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

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

16. EXCUSABLE DELAYS; NOTICE TO OTHER PARTY OF DELAY:

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

17. ASSIGNMENT PROHIBITED:

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

18. SUSPENSION OF SERVICES BY CITY:

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

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

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

19. OWNERSHIP OF WORK PRODUCT:

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

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

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

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

20. TERMINATION OF WORK BY CITY FOR ITS CONVENIENCE:

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

A. Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

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

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

21. ASSURANCE OF PERFORMANCE:

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

22. CANCELLATION FOR BREACH BY EITHER PARTY:

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

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

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

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23. NON-DISCRIMINATION:

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

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

24. ARBITRATION OF DISPUTES:

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

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

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

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

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

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

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

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

D. These additional rules shall be implemented and applied by the arbitrator.

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

25. INSURANCE COVERAGE:

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

25.1. COMMERCIAL GENERAL LIABILITY:

Professional shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

25.2. WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY:

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

25.3. PROFESSIONAL LIABILITY:

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

25.4. COMMERCIAL AUTOMOBILE LIABILITY:

Professional shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) in the amount of no less than Two Million Dollars ($2,000,000.00) or greater per accident for owned, leased, hired, and non-owned, borrowed automobiles.

25.5. UMBRELLA OR EXCESS POLICY:

Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess

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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 coverage or policies maintained by the City ("Additional Insured"), whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

25.6. WAIVER OF SUBROGATION:

With the exception of professional liability, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors and subcontractors. Professional shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Professional agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

26. ADDITIONAL INSURANCE REQUIREMENTS:

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

27. INDEMNIFICATION BY PROFESSIONAL:

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

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28. LIABILITY OF CITY:

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

29. INDEPENDENT CONTRACTOR:

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

30. PROFESSIONAL NOT AGENT:

Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

31. PAYMENT OF TAXES AND OTHER EXPENSES:

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

32. NOTICES:

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

If to City:
City of Turlock
Attn: Isaac Moreno, Director
156 S. Broadway, Suite 140
Turlock, California 95380

With courtesy copies to:
City of Turlock, City Attorney's Office
Attn: Katie O. Lucchesi, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

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If to Professional: **Cloudburst Consulting Group, Inc.**
Attn: Denise Lomuntad, Sr. Contracts Manager
8400 Corporate Drive, Suite 550
Landover, MD 20785

33. CITY CONTRACT ADMINISTRATOR:

City's contract administrator and contact person for this Agreement is:

Isaac Moreno, Finance Director
156 S. Broadway, Suite 140
Turlock, CA 95380
Telephone: (209) 668-5610
E-mail: imoreno@turlock.ca.us

34. INTERPRETATION:

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

35. USE OF CITY PROJECT NUMBER:

{Intentionally Omitted}

36. MODIFICATION:

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

37. WAIVER:

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

38. ASSIGNMENT:

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

39. AUTHORITY:

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully

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complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

40. DRAFTING AND AMBIGUITIES:

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

41. GOVERNING LAW:

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

42. VENUE:

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

43. SEVERABILITY:

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

44. EXECUTION AND COUNTERPARTS:

This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

45. AUDIT:

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

46. ENTIRE AGREEMENT:

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

47. SUPERSEDES PRIOR AGREEMENT:

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

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48. MANDATORY AND PERMISSIVE:

“Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

49. SUCCESSORS AND ASSIGNS:

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

50. HEADINGS:

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

51. ATTORNEY'S FEES AND COSTS:

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

52. NECESSARY ACTS AND FURTHER ASSURANCES:

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

53. TIME IS OF THE ESSENCE:

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

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

Cloudburst Consulting Group, Inc., a Maryland corporation

DocuSigned by:
Michelle Hayes
F8EF729E77A5475...

SIGNATURE

Michelle Hayes

FULL NAME

President

TITLE

7/22/2026

DATE SIGNED

CITY OF TURLOCK, a California municipal corporation

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

Isaac Moreno

FULL NAME

Finance Director

TITLE

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

ATTEST:

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SIGNATURE

FULL NAME

TITLE

DATE SIGNED

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Exhibits List

A - Turlock On-Call TA Proposal July 2026

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Exhibit A

Turlock On-Call TA Proposal July 2026

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THE CLOUDBURST GROUP

Jennifer Figueroa
Housing Program Manager
City of Turlock Housing Division
156 S. Broadway Suite 140
Turlock, CA 95380
via email: JFigueroa@turlock.ca.us

July 6, 2026

Dear Ms. Figueroa,

Cloudburst Consulting Group, Inc. (Cloudburst) is pleased to submit this proposal to the City of Turlock's Housing Division to continue providing technical assistance (TA) and support for the City's Department of Housing and Urban Development (HUD) Community Planning and Development (CPD) programs.

Founded in 2005, Cloudburst is a mission-driven Women-Owned Small Business focused on supporting communities to improve access to resources for low-income and vulnerable populations. Cloudburst assists local communities in enhancing housing and community development planning, streamlining grants management systems, and improving program design to meet community needs. Cloudburst staff is composed of experienced community development practitioners, such as former HUD, local government and nonprofit staff.

Through direct engagements with state and local governments, Cloudburst has helped numerous grantees with CDBG and HOME program design and implementation to deliver effective and compliant programs. Cloudburst also works directly with HUD by providing technical assistance and training, developing tools and products accessible on the HUD Exchange, and staffing the Integrated Distribution Information System (IDIS) Ask-A-Question, eCon Planning Suite and HUD's Environmental Review Online System (HEROS) helpdesks. Cloudburst's knowledge of federal regulations, program implementation best practices, cross-cutting regulations, and HUD systems allows our staff to provide holistic technical assistance that will be tailored to the specific needs of the City of Turlock.

We would be happy to discuss the scope, budget, and any suggested revisions in greater detail and make modifications if needed. As the president of Cloudburst, I am authorized to represent Cloudburst in any negotiations and to sign any resulting contract. If you have any questions, please contact me at (202) 253-2346 or at michelle.hayes@cloudburstgroup.com.

Sincerely,

Michelle L Hayes

Michelle Hayes,
President and CEO

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CLOUDBURST EXPERIENCE

Understanding Turlock's Needs

With over twenty years of experience supporting state and local clients across the country, including 15 recent communities in California and four years of work with Turlock's Housing Division, Cloudburst offers a deep-rooted understanding of the unique challenges facing HUD grantees. From dozens of national HUD-funded technical assistance and training awards, Cloudburst further offers expertise in all HUD CPD Programs, bringing the extensive knowledge necessary to continue offering comprehensive support to the City of Turlock.

Cloudburst understands what is required to implement effective programs that deliver measurable results. By leveraging expert-level knowledge of CPD programs, Cloudburst will help Turlock maximize benefits for their community while ensuring compliance with federal regulations. The sections below highlight Cloudburst's experience with HOME, HOME-ARP, CDBG, and HUD Online Systems.

HOME Experience

Cloudburst has provided HOME TA and training to participating jurisdictions (PJs) nationwide through work with HUD and under direct contract with PJs. These relationships allow Cloudburst insight into how regulations impact PJs and their community partners' use of HOME funds. True to the purpose of the HOME program, Cloudburst supports PJs by helping them identify partnerships and strategies to utilize HOME funds to create housing opportunities for underserved communities through new construction and rehabilitation of rental units, homeownership, and rental assistance.

Cloudburst staff have many years of on-the-ground experience combining HOME with other federal, state, and local funding sources to enable the development of quality affordable housing. Cloudburst helps PJ staff understand the importance and impact of market studies, project underwriting, subsidy layering analysis, and its contribution to maintaining long-term affordability. Cloudburst is also prepared to help PJs navigate and apply essential program updates by staying current with the latest changes brought forth by the new HOME Final Rule, such as changes to maximum per-unit subsidy limits, periods of affordability and rent limits, updated guidance for homebuyer housing, and other provisions that streamline participation in the HOME program.

Our team has provided TA and training to various HOME participating jurisdictions on tasks such as:

- Assist with the development of Annual Action Plans, Consolidated Plans, CAPERS, and Citizen Participation Plans.
- Review, guidance, and training on subrecipient management; development of subrecipient monitoring checklists.
- Review and revision to HOME policies and procedures.
- Review of HOME written agreements and TA on utilizing the agreements as a management tool.
- Assistance with HOME CHDO certifications.
- Subsidy layering review, cost allocation analysis, and underwriting analysis of rental development projects.
- Review of request for proposals and guidance to ensure quality applications are received.

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HOME-ARP Experience

As a leading HUD TA provider, Cloudburst played a major role in the development of HOME-ARP tools and products to support program implementation since its inception in 2021. Cloudburst was a key presenter and facilitator for HOME-ARP Problem Solving Clinics and HOME-ARP webinar series. Cloudburst developed the HOME-ARP IDIS Activity tutorial videos, the HOME-ARP Environmental Review Checklist, and reviewed multiple products related to HOME-ARP Supportive Services.

In addition to our federal work, Cloudburst has supported numerous state and local communities with their HOME-ARP programs from planning to implementation. Cloudburst assisted with the development of ten allocation plans which included data analysis, thoughtful community consultation, and program planning workshops with staff. As PJs have a greater understanding of community needs and fundable projects, Cloudburst has also assisted with drafting and reviewing HOME-ARP Allocation Plan substantial amendments. As PJs have shifted to HOME-ARP implementation, Cloudburst has assisted with essential program implementation tools such as policies and procedures and written agreements. Cloudburst has also trained PJ staff on HOME-ARP regulations and eligible activities to increase local capacity and ensure compliant and successful programs.

Our team has provided TA and training to various HOME-ARP participating jurisdictions on tasks such as:

- Review and advise on substantial amendments to HOME-ARP Allocation Plans.
- Training on HOME-ARP regulations, qualifying populations, and eligible activities.
- Facilitation of policy decision and program design workshops for HOME-ARP grantees.
- Drafted HOME-ARP Policies and Procedures manuals.
- Reviewed HOME-ARP written agreements.
- Subsidy layering review, cost allocation analysis, and underwriting analysis of rental development projects.
- Review of request for proposals and guidance to ensure quality applications are received.

CDBG Experience

As practitioners who have spent years in the field administering CDBG programs, Cloudburst deeply understands what grantees must do to develop and implement effective, compliant programs that successfully target resources for substantive, measurable results. Cloudburst leverages its extensive and expert knowledge of the CDBG program to ensure the efficient planning, administration, and implementation of all CDBG-funded projects and programs. Sharing this expertise with grantees helps them maximize the benefit for their program beneficiaries while maintaining compliance with program regulations and cross-cutting requirements. Cloudburst experts are well-versed in the 24 CFR Part 570 program regulations and the many implementing notices and memoranda that provide further guidance.

Cloudburst has a long history of providing CDBG grantees with the in-depth guidance and support needed to design impactful programs that implement emerging best practices. The team has conducted assessments of housing, community development, homeless prevention, and economic development activities for grantees across the country. Cloudburst understands how to effectively use CDBG to fill funding gaps and use the Section 108 Loan Guarantee Program to leverage additional funds for larger economic and public infrastructure projects. Cloudburst stays abreast of and integrates new guidance and requirements, such as Notice CPD-23-10 Use of CDBG Funds in Support of Housing; Building America, Buy America Act (BABA); and Section 3 reporting into TA and training work.

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Our team has provided TA and training to various CDBG grantees on tasks such as:

- Assistance with the development of Annual Action Plans, Consolidated Plans, CAPERS, and Citizen Participation Plans.
- Review, guidance, and training on subrecipient management; development of subrecipient monitoring checklists.
- Development of compliant policies and procedures and administrative systems.
- Development of spending plans and changes to financial/IDIS management practices to retain CDBG funds at risk of recapture and to meet timeliness.
- Design and implementation of affordable housing, economic development, and Section 108 loan guarantee programs.
- Facilitation of training series on CDBG administration and management.
- Assistance with understanding CDBG reporting requirements including the CAPER, SF-425, Section 3 report, Labor Standards Enforcement report, and more.
- Training on allocating staff costs between Activity Delivery Costs (ADCs) vs. Program Administration Costs (PACs) to help grantees maximize their use of admin costs for CDBG projects.

HUD Online Systems Expertise

Cloudburst has extensive experience with HUD online systems, providing both TA and operational support for multiple platforms, including IDIS, the eCon Planning Suite, and HEROS. Cloudburst serves as the primary manager of the IDIS and eCon Planning Suite AAQ Help Desks on the HUD Exchange and assists grantees in navigating the system to perform a wide array of tasks, including setting up activities, creating and revising sub-funds, reporting accomplishments, drawing funds, generating MicroStrategy reports, and ensuring overall compliance with federal regulations. Cloudburst has conducted dozens of HUD-sponsored IDIS training sessions across the nation, provided direct IDIS training and TA to grantees, developed IDIS tools and guidance for HUD, and managed national IDIS data-cleanup initiatives for HUD.

Since 2013, Cloudburst has also managed the HEROS AAQ helpdesk to respond to system-related issues for responsible entities, partners, and HUD users. Annually, Cloudburst responds to over 1,000 questions for the HEROS AAQ help desk. Key personnel are recognized national SMEs for HEROS and have led the development of HEROS guidance and training, including the lead developer of the HEROS User Guide, HEROS Quick Guide, "How To" Videos, and the HEROS frequently asked questions housed on the HUD Exchange. Cloudburst has also worked with communities across the country to improve environmental review processes, including the development of policies and procedures, training materials, and implementation support.

STAFF PROFILES

Cloudburst employs a wide range of housing and community development experts that will be available to support Turlock. The Cloudburst team will be managed by Marybrook Cox. Ms. Cox has several years of experience administering HUD CPD programs and as a TA provider, as described below. Key staff are highlighted in the table below. Additional experts may be engaged throughout the term of the contract to most effectively match expertise with Turlock's requests for assistance.

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Key Staff

Cloudburst Staff Profiles	
Staff and Title	**Summary of Experience**
Marybrook Cox Project Manager, *Sr. Analyst II*	Marybrook Cox has a decade of experience in the housing and community development field, providing guidance for best practices in managing subrecipients of CDBG and HOME programs, developing policies and procedures, and specializing in developing staff capacity. As a former HUD Grantee, Ms. Cox has in-depth knowledge of the challenges faced by state and local governments. Her work focuses on utilizing existing frameworks within the government and building effective grant management into existing systems. Since joining Cloudburst, Ms. Cox has developed HOME and CDBG policies and procedures for numerous grantees and provided technical assistance on program design and developing thoughtful processes.
Susan Walsh *SME II*	Susan Walsh has over 30 years of housing and community development experience. Since 2012, Ms. Walsh has provided technical assistance to governments, non-profits, and contractors in the areas of grant management and regulatory compliance, particularly for the CDBG and HOME Programs. Ms. Walsh is also a national expert in IDIS and assists CDBG and HOME grantees across the county to improve grants management, financial management, and IDIS systems through on-call TA and training. Her career includes working with federal grant programs in Hamilton County, Ohio where she worked across the CPD portfolio of programs, including CDBG, HOME, NSP, Section 8, ESG, HPRP, and CDBG-DR. Recently, Ms. Walsh has been focused on providing technical assistance to numerous cities, counties, and states to help them successfully navigate CDBG, CDBG-CV, HOME, and HOME-ARP regulations.
Rob Sronce *SME I*	Rob Sronce has over 25 years of housing and community development experience, with 14 years of direct experience working with federal and state housing and community development grants and grant-funded programs. He has served as staff for California HUD grantees and housing agencies, including City of Chico, City of Citrus Heights, and the Sacramento Housing and Redevelopment Agency. Most recently, Mr. Sronce has served as a consultant providing training and technical assistance. He has expertise in the CDBG, NSP, and HOME programs, working with both entitlement grantees and state grantees. He has also designed and implemented grant-funded programs as well as provided expert assessments and focused technical assistance. His areas of expertise include HUD reporting systems (IDIS and DRGR), the development and implementation of local grants management systems, uniform administrative requirements, procurement standards, labor compliance, relocation, and fiscal management.
Teresa Palacio *Sr. Analyst I*	Teresa Palacio is a housing and community development professional with more than seven years of experience supporting the implementation and oversight of federally funded housing and grant programs. Prior to joining Cloudburst, Ms. Palacio worked at HUD headquarters on programs including HOME, HOME-ARP, Housing Trust Fund, and Community Development Block Grant–Disaster Recovery (CDBG-DR). Her expertise includes IDIS, federal program administration, regulatory compliance, training development, Community Housing Development Organization (CHDO) utilization, and stakeholder coordination. Prior to her federal service, Ms. Palacio held housing and community development roles in local government. At the City of Charlotte, she managed the City's Fair Housing program, overseeing grant compliance, community outreach, and investigations of housing discrimination complaints. Earlier in her career, she supported disaster recovery and housing development projects funded through the CDBG-DR program for Richland County Government.

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Lindsey Gillette *Analyst II*	Lindsey Gillette is a Program Analyst with five years of housing and community development experience. Her past experience includes implementing housing assistance programs in a nonprofit setting as well as supporting community development initiatives within local government. She has a robust background in community engagement and data analysis, having worked with several types of grantees (states, counties, consortia, and entitlement communities) on their Consolidated Plans and HOME-ARP Allocation Plans. While at Cloudburst, Ms. Gillette has developed program implementation tools such as policies and procedures for HOME, HOME-ARP, and CDBG, as well as CDBG subrecipient monitoring checklists.

COST BREAKDOWN

Cloudburst proposes a time and materials contract for the period of performance of up to five years with a not-to-exceed value of $30,000 per year and a total contract value of $150,000.

Given the on-call nature of the requested services, the Cloudburst Project Manager, Ms. Cox, is available to provide an estimate of the level of effort required to complete a specific task or need identified by the City. Under the direction of Ms. Cox, Cloudburst staff will be prepared to assist with TA and training needs. Hours will be billed according to their labor category listed in the table below.

Cloudburst Labor Rates						
Labor Category	2026 Rate	2027 Rate	2028 Rate	2029 Rate	2030 Rate	CB Personnel
Jr Analyst I	$75.00	$77.00	$79.00	$81.00	$83.00	
Jr Analyst II	$84.00	$87.00	$90.00	$93.00	$96.00	
Analyst I	$97.00	$100.00	$103.00	$106.00	$109.00	
Analyst II	$105.00	$108.00	$111.00	$114.00	$117.00	Gillette
Analyst III	$116.00	$119.00	$123.00	$127.00	$131.00	
Sr Analyst I	$127.00	$131.00	$135.00	$139.00	$143.00	Palacio
Sr Analyst II	$138.00	$142.00	$146.00	$150.00	$155.00	Cox
Sr Analyst III	$148.00	$152.00	$157.00	$162.00	$167.00	
Sr Analyst IV / Manager I	$162.00	$167.00	$172.00	$177.00	$182.00	
SME I / Manager II	$173.00	$178.00	$183.00	$188.00	$194.00	Sronce
SME II / Manager III	$184.00	$190.00	$196.00	$202.00	$208.00	Walsh
SME III / Sr. Manager I	$194.00	$200.00	$206.00	$212.00	$218.00	
SME IV / Sr. Manager II	$215.00	$221.00	$228.00	$235.00	$242.00	

Proposal Assumptions

To provide on-call consulting services, Cloudburst makes the following assumptions:

- Cloudburst will provide technical assistance to staff based on Turlock's needs.
- Cloudburst's Project Manager will determine and identify appropriate staff to assist the City and address TA needs, as identified by the City and/or Cloudburst.
- Cloudburst and City staff will work collaboratively to identify training and TA priorities and to develop a schedule following contract execution.

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- All program staff will bill at a rate consistent with their labor category.
- Requests for TA received by Cloudburst will be acknowledged within two business days.
- An alternate point of contact will be established should the primary point of contact be unavailable.
- Cloudburst will submit monthly invoices for costs incurred.
- This proposal remains active for 60 days from the date of submission.

City Council Staff Report

July 28, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Stephen Fremming, P.E., Principal Civil Engineer
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with Living Water Well Drilling of Merced, California in the amount of $177,000.00 and authorizing a construction contingency amount of $17,700 (10.0%) for the construction of City Project No. 24-003A "Downtown PCE Remediation - Drill Test Hole in Downtown Area" to be funded by Fund 423 "PCE Downtown (Prop 1 Grant)"

Resolution: Determining the award of bid for the construction of City Project No. 24-003A "Downtown PCE Remediation - Drill Test Hole in Downtown Area" is exempt from the provisions of CEQA in accordance with Section 15306 (Information Collection) of the CEQA Guidelines

2. NARRATIVE:

Tetrachloroethylene (PCE), a volatile organic compound, is a solvent that is used in the dry-cleaning process. Since 1994, the City of Turlock has been addressing a plume of PCE contamination in the groundwater in the downtown area. The downtown PCE remediation project consists of remedial investigation, design, and future construction work to install treatment facilities to remove PCE from both groundwater and soil. The City has been awarded two Proposition 1 grants through the State Water Resources Control Board (SWRCB); one for planning and another for implementation (design and construction). The scope of work included in the grant related to planning activities has been completed. In August 2025, EKI Environment & Water, Inc. was awarded a contract for public outreach, right of way services, and engineering design for future facilities that will remediate PCE under the Proposition 1 implementation grant. EKI is currently performing the following activities:

- Organizing Stakeholder Advisory Group (SAG) and Technical Advisory Committee (TAC) meetings
- Negotiating access agreements with private property owners
- Additional sampling and testing of soil to determine the best design approach for PCE remediation
- Conceptual layout design
- Researching potential property for purchase for remediation facilities

The scope of work of the Prop 1 implementation grant includes two groundwater wells featuring wellhead treatment facilities. A test hole was drilled in the Spring of 2024 under an on-call agreement with one of the City's geotechnical firms, Kleinfelder. The location of the first test hole is immediately adjacent to the City's water tank and booster pump station site

located at 401 3rd Street. This location is being considered for a future permanent groundwater well per the scope of work required under the Prop 1 implementation grant.

A second test hole must be drilled in the downtown area so that the groundwater quality and potential production may be considered for the second required groundwater well with wellhead treatment. EKI and City staff have identified a potential property within the project area for the second test hole at 1034 and 1082 Lander Avenue, adjoining properties which are currently listed for sale. City staff will seek Council's approval to engage in negotiations for purchase of private property for the project at a later time in closed session once property appraisals and test hole data are complete and if properties are recommended as good candidates for future well sites.

City Project No. 24-003A "Downtown PCE Remediation - Drill Test Hole in Downtown Area" was advertised for construction bids on the City's electronic procurement portal, OpenGov, and a Notice to Contractors was published in the Turlock Journal on May 23, 2026. Two bid proposals were received on June 15, 2026.

BIDDER'S SUMMARY

Living Water Well Drilling	$ 177,000.00
ABC Liovin Drilling, Inc.	$ 260,000.00

City staff has verified that the bid submitted by Living Water Drilling was responsive to the proposal requirements and have determined that they are a responsible bidder. City staff recommend that Council approve an agreement with Living Water Drilling in the amount of $177,000.

3. FISCAL IMPACT / BUDGET AMENDMENT:

City Project No. 24-003A "Downtown PCE Remediation - Drill Test Hole in Downtown Area" is funded in Fund 423 "PCE Downtown (Prop 1 Grant)" account number 423-52-550.51270 "Construction Project." Project costs are estimated in the table below.

	Amount
Construction Contract *-California Building Structures Inc.*	$ 177,000.00
Construction Contingency	$ 17,700.00
Estimate of Project Costs	**$ 194,700.00**

Note that the above table does not include preliminary engineering or construction engineering expenses by City staff or EKI due to these costs being part of the overall project

scope to deliver the entire project, and not just individual parts such as the drilling of the second test hole.

All costs related to this project are reimbursable through the Prop 1 grant program. There are adequate budget funds available for the expenses related to this project and no additional budget action is needed.

4. ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15306 (Information Collection) as the project involves basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

The project will require discharge and disposal of groundwater due to test hole development and zone testing. The contractor is required to remove sediment from the groundwater and discharge groundwater to the sewer system for later treatment and reuse. The contractor is required to obtain a discharge permit from the City's Municipal Services Department for this activity. After test hole drilling and testing is complete, the hole will be filled in and abandoned per Stanislaus County requirements.

5. ALTERNATIVES:

A. Council could choose to reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA and Section 15306 (Information Collection) is an appropriate exemption.

B. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because funds are available and the proposed work is needed.

C. Council could approve the Agreement and authorize a different construction contingency amount than recommended by staff.

6. ATTACHMENTS:

1. Draft Resolution
2. Agreement with Living Water Industries

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE AWARD OF BID FOR THE CONSTRUCTION OF CITY PROJECT NO. 24-003A "DOWNTOWN PCE REMEDIATION - DRILL TEST HOLE IN DOWNTOWN AREA" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15306 (INFORMATION COLLECTION) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2026-**

WHEREAS, City Project No. 24-003A “Downtown PCE Remediation - Drill Test Hole in Downtown Area” involves drilling an 8 inch diameter test hole to investigate water quality and potential well production if developed followed by filling in and abandoning the hole; and

WHEREAS, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15306 (Information Collection) as the project involves basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for the construction of City Project No. 24-003A "Downtown PCE Remediation - Drill Test Hole in Downtown Area" is exempt from the provisions of CEQA in accordance with Section 15306 (Information Collection) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

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AGREEMENT

For

PUBLIC IMPROVEMENT

City Project No. CP 24-003

Downtown PCE Remediation - Test Hole in Downtown Area

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Living Water Industries DBA Living Water Well Drilling, a Limited Liability Company ("Contractor"), on Tuesday, July 14, 2026 (the "Effective Date"). City and Contractor may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks a duly qualified and licensed firm experienced in the construction of Downtown PCE Remediation - Test Hole in Downtown Area (the "Project").

B. The Project involves the expenditure of funds in excess of $5,000 and constitutes a "public project" pursuant to Public Contract Code section 20161.

C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the "Services").

D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on July 28, 2026, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

1. CONTRACT DOCUMENTS

This Agreement, together with the following documents, are collectively referred to herein as the "Contract Documents":

A. Notice to Bidders;

B. Contractor's Bid or Proposal accepted by City;

C. Special Provisions of the City of Turlock for Downtown PCE Remediation - Test Hole in Downtown Area;

D. Plans and detailed drawings prepared for this Project and approved by City ("Project Plans");

E. All bonds and insurance required in any of the Contract Documents;

F. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and

G. The current edition of the City of Turlock Standard Specifications and Drawings.

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

2. TERM

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

3. SCOPE OF WORK

3.1. SERVICES

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

3.2. MODIFICATION

City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in CONTRACT PRICE of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without

express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this SCOPE OF WORK in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

3.3. SPECIFIC MATERIALS & PERFORMANCE OF WORK

Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "Special Provisions for Downtown PCE Remediation - Test Hole in Downtown Area." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

3.4. EXHIBITS

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

Exhibit Designation	Exhibit Title
1. Exhibit A	Contractor's Proposal for Services
2. Exhibit B	Payment by Force Account
3. Exhibit C	Workers' Compensation Insurance Certification
4. Exhibit D	Performance Bond
5. Exhibit E	Payment Bond

4. CONTRACT PRICE

City shall pay, and Contractor shall accept in full payment for the work set forth above in SCOPE OF WORK, an amount not to exceed One Hundred Seventy Seven Thousand and No/100th Dollars ($177,000.00) (the "Contract Price"). Said amount shall be paid pursuant to COMPENSATION of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. TIME FOR PERFORMANCE

The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **thirty (30)** working days (the "Substantial Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **thirty five (35)** working days (the "Final Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

5.1. RIGHT OF CITY TO INCREASE WORKING DAYS

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

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

A. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or

B. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

   1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or

   2. where the delay is caused by actions beyond the control of Contractor; or

   3. where the delay is caused by actions or failure to act by the City Engineer.

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

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5.2. EXCUSABLE DELAYS

Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor's financial inability to perform, Contractor's failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the Substantial and Final Completion Due Dates shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

5.3. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS

If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

A. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.
To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.
Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

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

C. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.
If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above

provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

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

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

5.4. DELAY DAMAGES

In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **one thousand and no/100ths dollars ($1,000.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **five hundred and no/100ths dollars ($500.00)** for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. TERMINATION

A. *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the "Defaulting Party"), the other Party shall give notice to the

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

B. If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City's intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. LIABILITY FOR BREACH

Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in OWNERSHIP OF WORK PRODUCT of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

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

8. COMPENSATION

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

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

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

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

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

9. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the

performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

9.1. CLAIMS PROCESSING

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

9.2. MEET-AND-CONFER CONFERENCE

Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

9.3. NONBINDING MEDIATION

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

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

10. PERMITS AND CARE OF WORK

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be

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responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. PUBLIC WORKS AND PAYMENT OF PREVAILING WAGE

11.1. MONITORING AND ENFORCEMENT

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

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

11.2. WAGES & HOURS OF EMPLOYMENT

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

12. SUPERINTENDENCE BY CONTRACTOR

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

13. INSPECTION AND TESTING BY CITY

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and

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inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. CONFORMITY WITH LAW AND SAFETY

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

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

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

15. OTHER CONTRACTS

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

16. BONDS

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

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

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

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California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

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

17. INDEMNIFICATION

17.1. INDEMNITY FOR PROFESSIONAL LIABILITY

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

17.2. INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY

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

18. CONTRACTOR'S INSURANCE

Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City. The City of Turlock shall be named as a certificate holder.

18.1. COMMERCIAL GENERAL LIABILITY INSURANCE

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Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled. The policy shall contain, or be endorsed to contain, the following provisions:

A. City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services). The City shall be named as a certificate holder on the Certificate of Insurance.

B. For any claims related to the Project, Contractor's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

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

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

18.2. WORKERS' COMPENSATION INSURANCE

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) by disease-policy limit, and One Million Dollars ($1,000,000.00) by disease-each employee. Contractor shall submit to City, along with the Certificate of Insurance, a Waiver of Subrogation endorsement in favor of the City, its offices, agents, employees, and volunteers.

18.3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

18.4. BUILDER'S RISK INSURANCE

Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. Policy shall be provided for replacement value on an

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"all-risk" or special causes of loss basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: coverage for debris removal and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be to ensure the full replacement value of any property or equipment stored either on or off the project site, or in transit. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. The policy shall allow for and include a waiver of subrogation endorsement in favor of the Insureds.

18.5. CONTRACTORS POLLUTION INSURANCE

Pollution Coverage shall be maintained on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than Two Million Dollars ($2,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the City, its officials, officers, agents, employees, and volunteers as insureds.

18.6. 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 coverage or 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.

18.7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

18.8. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII or with an insurer to which City has provided prior approval.

18.9. VERIFICATION OF COVERAGE

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

18.10. WAIVER OF SUBROGATION

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With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

18.11. SUBCONTRACTORS

Contractor shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. OWNERSHIP OF WORK PRODUCT

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

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

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

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

20. TAXES

Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

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

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

21. INDEPENDENT CONTRACTOR

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

22. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. ARBITRATION OF DISPUTES

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

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

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

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

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

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

B. All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

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

D. These additional rules shall be implemented and applied by the arbitrator.

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

All administrative remedies required under DISPUTES PERTAINING TO PAYMENT FOR WORK of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this ARBITRATION OF DISPUTES.

24. PROVISIONS CUMULATIVE

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

25. NOTICES

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

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

With courtesy copies to:
City of Turlock, City Attorney's Office
Attn: Katie O. Lucchesi, City Attorney
156 S. Broadway, Suite 230
Turlock, CA 95380-5456

If to Contractor:
Living Water Industries DBA Living Water Well Drilling
Attn: Tanner Torell, President
2475 Dunn Road
Merced, CA 95340

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If to Contractor's Sureties: **To be added to contract record**

26. CITY CONTRACT ADMINISTRATOR

The City's contract administrator and contact person for this Agreement is:

Stephen Fremming, Principal Civil Engineer
City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380
Telephone: (209) 668-5417
E-mail: sfremming@turlock.ca.us

27. INTERPRETATION

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

28. ANTITRUST CLAIMS

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

29. USE OF CITY PROJECT NUMBER

Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

30. NO CONFLICT OF INTEREST

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

31. CONFIDENTIALITY

Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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32. MODIFICATION

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

33. WAIVER

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

34. ASSIGNMENT

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

35. AUTHORITY

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

36. GOVERNING LAW

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

37. SEVERABILITY

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

38. EXECUTION AND COUNTERPARTS

This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

39. MANDATORY AND PERMISSIVE

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"Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

40. HEADINGS

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

41. ATTORNEY'S FEES AND COSTS

Except as expressly provided for in ARBITRATION OF DISPUTES of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

42. NECESSARY ACTS AND FURTHER ASSURANCES

The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

43. RECITALS

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

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 56 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

Signed by:
Tanner Torell
B641CBF623304DC...

SIGNATURE

Tanner Torell

FULL NAME

President

TITLE

2475 Dunn Road , Merced CA 95340

ADDRESS

209 355-5640

PHONE

7/13/2026

DATE SIGNED

CITY OF TURLOCK, a municipal corporation

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

William D. Morris

FULL NAME

RCE, PLS, City Engineer

TITLE

DATE SIGNED

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO FORM:

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

Exhibits List

A - A - EXHIBIT A CONTRACTOR’S PROPOSAL FOR SERVICES

B - EXHIBIT B PAYMENT BY FORCE ACCOUNT

C - EXHIBIT C WORKERS’ COMPENSATION INSURANCE CERTIFICATION

D - EXHIBIT_D_PERFORMANCE_BOND

E - EXHIBIT_E_PAYMENT_BOND

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Exhibit A

A - EXHIBIT A CONTRACTOR'S PROPOSAL FOR SERVICES

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

City of Turlock, CA
Municipal Services-Engineering
Chris Fisher, Director
156 So. Broadway, Turlock, CA 95380

[LIVING WATER INDUSTRIES LLC DBA LIVING WATER WELL DRILLING] RESPONSE DOCUMENT REPORT

CIFB-E DBE No. CP 24-003

Downtown PCE Remediation - Test Hole in Downtown Area

RESPONSE DEADLINE: June 15, 2026 at 4:00 pm

Report Generated: Monday, July 6, 2026

Living Water Industries LLC dba Living Water Well Drilling Response

CONTACT INFORMATION

Company:
Living Water Industries LLC dba Living Water Well Drilling

Email:
tanner.torell@gmail.com

Contact:
Tanner Torell

Address:
2475 DUNN RD
Merced, CA 95340

Phone:
(209) 769-2477

Website:
https://www.livingwaterindustries.online/

Submission Date:
Jun 11, 2026 12:55 PM (Pacific Time)

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 10, 2026 1:41 PM by Tanner Torell

QUESTIONNAIRE

1. Proposal*

Pass

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item.

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

Confirmed

2. Request for Substitutions*

Pass

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

You may upload information relative to material or equipment for which you would like to request approval of that were not specifically named in the project specifications. City staff will make an effort to respond to requests for substitution as part of the Q&A and addendum process, though will not be obligated to comment on, approve, or deny any request for substitution.

Confirmed

3. Affidavit*

Pass

Please download the below documents, complete, and upload.

- AFFIDAVIT.pdf

Turlock_Test_Hole_Affidavit.pdf

4. INFORMATION REQUIRED OF BIDDER

NUMBER OF YEARS' EXPERIENCE AS A CONTRACTOR IN CONSTRUCTION WORK OR INSTALLATION WORK SIMILAR TO THAT REQUIRED IN THESE SPECIFICATIONS.*

Pass

11

NAME OF PERSON WHO INSPECTED THE SITE OF THE PROPOSED WORK FOR YOUR FIRM.*

Pass

Tanner Torell

DATE OF INSPECTION*

Pass

06/11/2026

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

5. PREVIOUS WORK/REFERENCES

Please provide information for four (4) recent projects. If bidder is unable to provide information for four (4) reference projects, it shall provide as many reference projects that it can and City will make a determination as to bidder responsibility based on the available information.

REFERENCE #1: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.*
Pass

Interconnected Surface Water Triple Completion Monitoring Well

REFERENCE #1: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.*
Pass

Groundwater Monitoring Well Installation, Development, and Environmental Drilling Services

REFERENCE #1: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.*
Pass

Merced County Department of Public Works, 345 W. 7th Street Merced, CA 95341 (209) 385-7601

REFERENCE #1: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?*
Pass

Luhdorff and Scalmanini, Consulting Engineers- Andrew Francis

REFERENCE #1: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.*
Pass

$155,000

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

REFERENCE #1: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Pass

NA

REFERENCE #1: DATE OF PROJECT COMPLETION
Pass

09/25/2025

REFERENCE #1: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Pass

NA

REFERENCE #2: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Pass

25-37-MS-Installation of a Triple Completion Set of Interconnected Surface Water Monitoring Wells

REFERENCE #2: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Pass

Groundwater Monitoring Well Installation, Development, and Environmental Drilling Services

REFERENCE #2: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Pass

County of Stanislaus Purchasing Division, 1010 10th St. Suite 5400 Modesto, California (209) 525-6503

REFERENCE #2: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

Pass

Luhdorff and Scalmanini, Consulting Engineers- Andrew Francis

REFERENCE #2: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Pass

$124,500.00

REFERENCE #2: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Pass

NA

REFERENCE #2: DATE OF PROJECT COMPLETION
Pass

03/28/26

REFERENCE #2: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Pass

NA

REFERENCE #3: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Pass

MIUGSA 2025-01 Filling Data Gaps - New Monitoring Well Installations

REFERENCE #3: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

Pass

Groundwater Monitoring Well Installation, Development, and Environmental Drilling Services

REFERENCE #3: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Pass

Merced Irrigation-Urban GSA, PO Box 818 Merced, CA 95341 (209) 354-2859

REFERENCE #3: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
Pass

DBS&A- Luis Busso

REFERENCE #3: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Pass

$385,750.00

REFERENCE #3: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Pass

NA

REFERENCE #3: DATE OF PROJECT COMPLETION
Pass

01/15/2026

REFERENCE #3: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

Pass

NA

REFERENCE #4: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Pass

MID-RFP-2022-07- Harmon Road Monitoring Well Installation

REFERENCE #4: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Pass

Groundwater Monitoring Well Installation, Development, and Environmental Drilling Services

REFERENCE #4: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Pass

Merced Irrigation District, 744 W 20th St, Merced, CA 95340 (209) 722-5761

REFERENCE #4: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
Pass

E-PUR- John Lambie and Larry Earnst

REFERENCE #4: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Pass

$83,500.00

REFERENCE #4: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

Pass

NA

REFERENCE #4: DATE OF PROJECT COMPLETION
Pass

03/28/2023

REFERENCE #4: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Pass

NA

6. BOND INFORMATION

You can enter your Bid Bond information in the Surety2000 question below.

OR

You may also submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

DO YOU WANT TO USE SURETY2000 TO SUBMIT YOUR BONDING INFORMATION?*
Pass

If you choose to upload bond forms not using Surety2000, you will need to submit the hard copy originals, prior to the bid due date and time, to engineering at:

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

No

BIDDER'S BOND*
Pass

Please download the documents below, complete, and submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

- BIDDERS_BOND.pdf

City_of_Turlock_Test_Hole_Bid_Bond.pdf

7. OTHER DOCUMENTS AND CERTIFICATIONS

SUBCONTRACTORS*
Pass

Please download the below documents, complete, and upload.

- SUBCONTRACTORS.Update.pdf

City_of_Turlock_Subcontractors.pdf

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS	$25,000.00	$25,000.00
2	Obtain necessary permits	1	LS	$3,000.00	$3,000.00
3	Drill one (1) test hole (price per linear foot of drilling)	480	LF	$155.00	$74,400.00
4	Geophysical Logging	1	LS	$5,600.00	$5,600.00
5	Zone Testing (price per zone test)	5	EA	$10,000.00	$50,000.00
6	Test Hole Abandonment	1	LS	$12,000.00	$12,000.00
7	All other work note included in other bid items	1	LS	$7,000.00	$7,000.00
TOTAL					$177,000.00

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AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X _____
Signature of Bidder

Jurat (Government Code Section 8202)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of MERCED

Subscribed and sworn to (or affirmed) before me on this 11 day of JUNE, 2026

by MICHAEL TONELL II proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
NOTARY PUBLIC SIGNATURE

(AFFIX SEAL)

ANGELINA DIAZ
Notary Public - California
Merced County
Commission # 2492119
My Comm. Expires Jun 9, 2028

ANGELINA DIAZ
NOTARY PUBLIC PRINTED NAME

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

Bond No. 73813918

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:
That we Living Water Industries, LLC dba Living Water Well Drilling as BIDDER, and WESTERN SURETY COMPANY as SURETY a corporation duly organized under the laws of the State of SD and duly licensed to become sole Surety on bonds required and authorized by the State of California, as SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named, submitted by said Bidder to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum Ten Percent of Amount Bid (10%)

Dollars ($_____).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Engineering Division, City Hall, 156 S. Broadway Suite 150, Turlock, California, on

16th (day), June (date), 2026, at _____ (time).
for **Project No.** Downtown PCE Remediation - Test Hole in Downtown CP 24-003

NOW, THEREFORE, if the aforesaid Bidder is awarded the contract and, within the time manner required under the specifications after the prescribed forms are presented to him for signature, enters into a w[illegible] in the prescribed form in accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such a suit, including a reasonable attorney's fee to be fixed by the court.

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 15th day of June, 2026.

BIDDER

Living Water Industries, LLC
dba Living Water Well Drilling (SEAL)
(Bidder's Name and Corporate Seal)

(Signature)

Michael Torell II
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF BIDDER)

SURETY

WESTERN SURETY COMPANY (SEAL)
(Surety's Name and Corporate Seal)

(Signature)

C. Bendt, Ass't Sec.
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF SURETY'S ATTORNEY-IN-FACT)

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 15th day of June, 2026, before me, a Notary Public in and for said County, personally appeared C. Bendt, Assistant Secretary personally known to me, who being by me duly sworn, did say that he/she is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires:

J. GORDON
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires May 27, 2029

J. Gordon
Notary Public

Form F11692-11-2020

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 73813918

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint C. Bendt

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Living Water Industries, LLC dba Living Water Well Drilling

Obligee: City of Turlock

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 73813918 is not issued on or before midnight of September 15th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 15th day of June, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 15th day of June, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 15th day of June, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

☒ **Acknowledgment of Principal**

☐ **Acknowledgment of Surety (Attorney-in-Fact)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)
COUNTY OF MERCED) ss

On JUNE 10, 2024 (date) before me, ANGELINA DIAZ, NOTARY PUBLIC (here insert name and title of the officer),

personally appeared MICHAEL TORELL II (name(s) of signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ANGELINA DIAZ
Notary Public - California
Merced County
Commission # 2492119
My Comm. Expires Jun 9, 2028

(The balance of this page is intentionally left blank.)

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

SUBCONTRACTORS

Prime Contractor: Living Water Industries LLC dba Living Water Well Drilling DIR NUMBER: 2000011928

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or Labor or who will render service to the Prime Contractor in or about the construction of the Work or Improvement, or a subcontractor duly licensed who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or Improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's Total Bid or, in the case of Bids or Offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the Prime Contractor's total Bid or $10,000 whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
Pacific Surveys LLC	NA	1000014306	4456 Via Saint Ambrose Claremont, CA 91711	3%

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Exhibit B

EXHIBIT B PAYMENT BY FORCE ACCOUNT

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

EXHIBIT B
PAYMENT BY FORCE ACCOUNT

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

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:

    1.1 Basic hourly wage
    1.2 Health and welfare
    1.3 Pension
    1.4 Vacation
    1.5 Training
    1.6 Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:

    2.1 Workers' compensation insurance
    2.2 Social security
    2.3 Medicare
    2.4 Federal unemployment insurance
    2.5 State unemployment insurance
    2.6 State training taxes

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

(a) Home office overhead

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

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

1. A fifteen percent (15%) markup is added;

2. Supplier discounts are subtracted whether the Contractor takes them or not;

3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;

4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:

   4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
   4.2 Current wholesale price for those materials;

5 If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:

   1.1 During that period
   1.2 In the quantities used

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

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.

2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.

3. Fifteen percent (15%) percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

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

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:

    1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
    1.2. Current during the work paid by force account.
    1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
        1.3.1. Rented from equipment business Contractor does not own.
        1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.

2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
    2.1. Rented from equipment business Contractor does not own.
    2.2. The City Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor’s normal sources or from one of Contractor’s subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable

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5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account and:
   3.1. Hourly rates are paid in 1/2-hour increments
   3.2. Daily rates are paid in 1/2-day increments

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25

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3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account

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

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

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

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Exhibit C

EXHIBIT C WORKERS' COMPENSATION INSURANCE CERTIFICATION

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____ Date: _____

_____
(Typed or Printed Name)

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

_____

_____

_____

Business Phone: ( ) _____

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

Exhibit D

EXHIBIT_D_PERFORMANCE_BOND

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock,** State of California, has awarded to **Living Water Industries DBA Living Water Well Drilling**, hereinafter designated as the "Principal," a contract for **Project No. 24-003, "Downtown PCE Remediation - Test Hole Downtown Area";** and,

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

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

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

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

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

[*Signatures on Following Page*]

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

Exhibit E

EXHIBIT_E_PAYMENT_BOND

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to **Living Water Industries DBA Living Water Well Drilling**, hereinafter designated as the "Principal", a contract for **Project No. 24-003, "Downtown PCE Remediation - Test Hole in Downtown Area"**; and

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

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

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

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

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

[*Signatures on Following Page*]

Docusign Envelope ID: 51252ACC-31B8-8D92-828D-CFD691004324

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

City Council Staff Report

July 28, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Janine Lee, Associate Engineer
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with Delgado Engineering of Turlock, California in the amount of $204,100 and authorizing a construction contingency amount of $20,410 (10.0%) for the construction of City Project No. 20-010 "Corporation Yard Security and Lighting Improvements" to be funded by Fund 116 “Special Public Safety”, Fund 410 “Water Quality Control”, Fund 420 "Water Enterprise”, and Fund 426 “Transit”.

Resolution: Determining the award of bid for the construction of City Project No. 20-010 "Corporation Yard Security and Lighting Improvements" is exempt from the provisions of CEQA in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

2. NARRATIVE:

The purpose of City Project No. 20-010, "Corporation Yard Security and Lighting Improvements," is to install new perimeter fencing along the west and north sides of the Corporation Yard, along with new safety lighting throughout the facility, to better protect City vehicles and equipment from theft and vandalism. The City has experienced a rise in such incidents in recent years, and perimeter security enhancements have been identified as the most effective long-term solution to address this issue.
The main elements of the scope of work for this project consist of:

- Installation of 900 lineal feet of tube steel fencing and remove the existing fencing in place
- Installation of six new light poles
- Trench restoration

City staff advertised this project on June 24th, 2026 through the Turlock Journal and on the City’s website for construction projects. On July 15th, 2026 six (6) bids were received. Delgado Engineering of Turlock, CA was the lowest responsible bidder with a base bid amount of $204,100.

Bid Summary:

BIDDER	BID AMOUNT
#1 Delgado Engineering	$ 204,100.00
#2 Machado and Sons Construction Inc	$ 404,999.00
#3 Ace-High Engineering	$ 418,697.00
#4 Bockmon and Woody Electric Co, Inc.	$ 424,700.00
#5 Ornamental Solutions, Inc.	$ 480,400.00
#6 California Building Structures Inc	$ 493,394.20

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with Delgado Engineering of Turlock, CA as the lowest responsive, responsible bidder with a bid amount of $204,100.00.

3. FISCAL IMPACT / BUDGET AMENDMENT:
No General Fund money will be used for this project.

The total estimated project costs are displayed below:

Preliminary Engineering Design		
- *WMB Architects*	$ 23,406.50	= A
- *NorthStar Engineering*	$ 4,180.00	
Preliminary Engineering Management		
- *City Staff*	$ 45,783.50	= B
Construction Contractor Bid Cost		
- *Contractor*	$204,100.00	
Construction Contract Contingency	$20,410.00	
Construction Engineering Management	$15,000.00	
- *City Staff*	$13,090.00	
- *WMB Architects*		
Construction Surveying		
- *NorthStar Engineering*	$2,855.00	
Estimated Total Project Costs	**$328,825.00**	**= C**
Project Costs Prior to Fiscal Year 2026-27	$73,370.00	= A+B
Energy Efficiency and Conservation Block Grant Program Voucher	$56,000.00	= D
Project Costs in Fiscal Year 2026-27	$199,455.00	= C-(A+B+D)

The Preliminary Engineering costs were funded entirely by the Transit Division under project account numbers 426-40-415.51240 “Transit Capital”, 426-40-415.51270 “Construction Project”, and 426-40-415-241-002.51270 “Construction Project.” Construction related costs are to be expensed to the various divisions that utilize this area such that the total project funding split amongst all the divisions is per the table below:

Division	Funding Source	Total Project Funding Split (%)
Transit	426-40-415-241-002.51270 "Construction Project"	50.0%
Utilities – Sewer and Water	410-51-534.51424 "Security Fencing Corp Yard (North Side)" and 420-52-551.51423 "Security Fencing Corp Yard (North Side)"	12.5%
Maintenance	119-10-188.51270 "Construction Project"	12.5%
Police		12.5%
Fire		12.5%

Staff has determined that $255,455.00 is needed to complete the project in Fiscal Year 2026-27. The project construction phase expenses are partially funded through a federal Energy Efficiency and Conservation Block Grant (EECBG) in the amount of $56,000.00. As the grant funding is reimbursement based, the GL Account to serve as the interim funding source will be 426-40-415-241-002.51270 "Construction Project". The final total construction phase expenses anticipated for Fiscal Year 2026-27 is $199,455.00. Because the Transit Division funded the entirety of the design phase expenses, construction phase expenses will be billed to each account as described below in order to still achieve an overall 50% split of total project costs. The remaining balance of expenditures is as followed:

Account Number	Budget Amount for FY 26/27
119-10-188.51270 "Construction Project"	$102,310.50
410-51-534.51424 "Security Fencing Corp Yard (North Side)"	$17,051.00
420-52-551.51423 "Security Fencing Corp Yard (North Side)"	$17,051.00
426-40-415-241-002.51270 "Construction Project"	$63,042.50
Total Construction Phase Expenses	**$199,455.00**

There is adequate funding in each project accounts mentioned above for Fiscal Year 2026-27. No budget appropriation is needed at this time.

4. ENVIRONMENTAL DETERMINATION:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as the project involves work at an existing facility and involves negligible expansion of use.

5. ALTERNATIVES:

A. Council could choose to reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA and Section 15301 (Existing Facilities) is an appropriate exemption.
B. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because funds are available and the improvements are necessary for the completion of the security fencing and lighting improvements at the Corporation Yard.
C. Council could approve the Agreement with Delgado Engineering and authorize a different construction contingency amount than recommended by staff. Staff do not recommend this alternative because the proposed 10.0% contingency provides an appropriate balance between fiscal prudence and the need to address unforeseen field conditions without delaying the project.

6. ATTACHMENTS:

1. Draft Resolution
2. Bidder's Summary
3. Agreement CC 2027-058 with Delgado Engineering

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE AWARD OF BID FOR THE CONSTRUCTION OF CITY PROJECT NO. 20-010 "CORPORATION YARD SECURITY AND LIGHTING IMPROVEMENTS" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2026-**

WHEREAS, City Project No. 20-010 "Corporation Yard Security and Lighting Improvements" will install new perimeter fencing along the west and north sides of the Corporation Yard in addition to new safety lighting; and

WHEREAS, on July 15th, 2026, six (6) bids were received for the construction of City Project No. 20-010, with Delgado Engineering, of Turlock, California, submitting the lowest responsive, responsible bid in the amount of $204,100.00; and

WHEREAS, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as the project involves work at an existing facility and involves negligible expansion of use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for the construction of City Project No. 20-010 "Corporation Yard Security and Lighting Improvements" is exempt from the provisions of CEQA in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: CORPORATION YARD SECURITY AND LIGHTING IMPROVEMENTS
CITY PROJECT NO: 20-010
BID OPENING: WEDNESDAY, JUNE 24, 2026
ANTICIPATED COUNCIL AWARD DATE: TUESDAY, JULY 28, 2026

						1		2	
Base Bid				**ENGINEER'S EST.**		Delgado Engineering		Machado & Sons Construction, Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$ 10,000.00	$ 10,000.00	$ 12,000.00	$ 12,000.00	$ 1,644.00	$ 1,644.00
2	Pothole Existing Utilities	ALLOW	1	$ 3,000.00	$ 3,000.00	$ 300.00	$ 300.00	$ 8,190.00	$ 8,190.00
3	Remove Existing Improvements	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 16,110.00	$ 16,110.00
4	Trenching, Conduit, Wire, and Backfill	LF	420	$ 80.00	$ 33,600.00	$ 80.00	$ 33,600.00	$ 26.00	$ 10,920.00
5	Fence Post Footings (12-in Diameter Concrete)	LS	1	$ 10,000.00	$ 10,000.00	$ 25,000.00	$ 25,000.00	$ 25,580.00	$ 25,580.00
6	Tube Steel Fence	LF	900	$ 110.00	$ 99,000.00	$ 50.00	$ 45,000.00	$ 256.00	$ 230,400.00
7	Light Pole Footings	EA	6	$ 900.00	$ 5,400.00	$ 1,900.00	$ 11,400.00	$ 835.00	$ 5,010.00
8	Dual Head Light Poles and Power Distribution	EA	3	$ 12,000.00	$ 36,000.00	$ 11,000.00	$ 33,000.00	$ 14,840.00	$ 44,520.00
9	Single Head Light Poles and Power Distribution	EA	3	$ 8,000.00	$ 24,000.00	$ 8,200.00	$ 24,600.00	$ 10,837.00	$ 32,511.00
10	Pull Boxes	EA	2	$ 1,100.00	$ 2,200.00	$ 200.00	$ 400.00	$ 2,225.00	$ 4,450.00
11	Hot Mix Asphalt	TON	11	$ 400.00	$ 4,400.00	$ 300.00	$ 3,300.00	$ 904.00	$ 9,944.00
12	Earthwork	LS	1	$ 8,000.00	$ 8,000.00	$ 500.00	$ 500.00	$ 4,680.00	$ 4,680.00
13	Allowance for Unknown Utilities	ALLOW	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
14	All Other Work Not Included in Bid Items	LS	1	$ 5,000.00	$ 5,000.00	$ -	$ -	$ 6,040.00	$ 6,040.00
			Base Bid Total =	**$**	**250,600.00**	**$**	**204,100.00**	**$**	**404,999.00**

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: CORPORATION YARD SECURITY AND LIGHTING IMPROVEMENTS
CITY PROJECT NO: 20-010
BID OPENING: WEDNESDAY, JUNE 24, 2026
ANTICIPATED COUNCIL AWARD DATE: TUESDAY, JULY 28, 2026

				3		4		5	
Base Bid				Ace-High Engineering		Bockmon & Woody Electric Co, Inc.		Ornamental Solutions, Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$ 12,000.00	$ 12,000.00	$ 40,000.00	$ 40,000.00	$ 7,000.00	$ 7,000.00
2	Pothole Existing Utilities	ALLOW	1	$ 3,856.00	$ 3,856.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
3	Remove Existing Improvements	LS	1	$ 14,292.00	$ 14,292.00	$ 5,000.00	$ 5,000.00	$ 2,600.00	$ 2,600.00
4	Trenching, Conduit, Wire, and Backfill	LF	420	$ 111.00	$ 46,620.00	$ 85.00	$ 35,700.00	$ 120.00	$ 50,400.00
5	Fence Post Footings (12-in Diameter Concrete)	LS	1	$ 55,649.00	$ 55,649.00	$ 25,000.00	$ 25,000.00	$ 45,000.00	$ 45,000.00
6	Tube Steel Fence	LF	900	$ 194.00	$ 174,600.00	$ 230.00	$ 207,000.00	$ 220.00	$ 198,000.00
7	Light Pole Footings	EA	6	$ 2,475.00	$ 14,850.00	$ 5,000.00	$ 30,000.00	$ 6,500.00	$ 39,000.00
8	Dual Head Light Poles and Power Distribution	EA	3	$ 13,853.00	$ 41,559.00	$ 10,000.00	$ 30,000.00	$ 20,000.00	$ 60,000.00
9	Single Head Light Poles and Power Distribution	EA	3	$ 9,544.00	$ 28,632.00	$ 9,000.00	$ 27,000.00	$ 15,000.00	$ 45,000.00
10	Pull Boxes	EA	2	$ 1,245.00	$ 2,490.00	$ 1,000.00	$ 2,000.00	$ 1,200.00	$ 2,400.00
11	Hot Mix Asphalt	TON	11	$ 628.00	$ 6,908.00	$ 500.00	$ 5,500.00	$ 1,000.00	$ 11,000.00
12	Earthwork	LS	1	$ 2,800.00	$ 2,800.00	$ 2,500.00	$ 2,500.00	$ 10,000.00	$ 10,000.00
13	Allowance for Unknown Utilities	ALLOW	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
14	All Other Work Not Included in Bid Items	LS	1	$ 9,441.00	$ 9,441.00	$ 5,000.00	$ 5,000.00	$ -	$ -
			Base Bid Total =	**$**	**418,697.00**	**$**	**424,700.00**	**$**	**480,400.00**

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: CORPORATION YARD SECURITY AND LIGHTING IMPROVEMENTS
CITY PROJECT NO: 20-010
BID OPENING: WEDNESDAY, JUNE 24, 2026
ANTICIPATED COUNCIL AWARD DATE: TUESDAY, JULY 28, 2026

				6	
Base Bid				California Building Structures, Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$ 46,000.00	$ 46,000.00
2	Pothole Existing Utilities	ALLOW	1	$ 5,000.00	$ 5,000.00
3	Remove Existing Improvements	LS	1	$ 21,490.00	$ 21,490.00
4	Trenching, Conduit, Wire, and Backfill	LF	420	$ 47.61	$ 19,996.20
5	Fence Post Footings (12-in Diameter Concrete)	LS	1	$ 53,330.00	$ 53,330.00
6	Tube Steel Fence	LF	900	$ 207.50	$ 186,750.00
7	Light Pole Footings	EA	6	$ 11,400.00	$ 68,400.00
8	Dual Head Light Poles and Power Distribution	EA	3	$ 11,797.00	$ 35,391.00
9	Single Head Light Poles and Power Distribution	EA	3	$ 6,332.00	$ 18,996.00
10	Pull Boxes	EA	2	$ 2,920.00	$ 5,840.00
11	Hot Mix Asphalt	TON	11	$ 1,091.00	$ 12,001.00
12	Earthwork	LS	1	$ 5,200.00	$ 5,200.00
13	Allowance for Unknown Utilities	ALLOW	1	$ 5,000.00	$ 5,000.00
14	All Other Work Not Included in Bid Items	LS	1	$ 10,000.00	$ 10,000.00
			Base Bid Total =	**$**	**493,394.20**

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AGREEMENT

For

PUBLIC IMPROVEMENT

City Project No. 20-010

Corporation Yard Security and Lighting Improvements

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Delgado Engineering, a ("Contractor"), on Tuesday, July 28, 2026 (the "Effective Date"). City and Contractor may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks a duly qualified and licensed firm experienced in the construction of Corporation Yard Security and Lighting Improvements (the "Project").

B. The Project involves the expenditure of funds in excess of $5,000 and constitutes a "public project" pursuant to Public Contract Code section 20161.

C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the "Services").

D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on July 28,2026 at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

1. CONTRACT DOCUMENTS

This Agreement, together with the following documents, are collectively referred to herein as the "Contract Documents":

A. Notice to Bidders;

B. Contractor's Bid or Proposal accepted by City;

C. Special Provisions of the City of Turlock for Corporation Yard Security and Lighting Improvements;

D. Plans and detailed drawings prepared for this Project and approved by City ("Project Plans");

E. All bonds and insurance required in any of the Contract Documents;

F. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and

G. The current edition of the City of Turlock Standard Specifications and Drawings.

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

2. TERM

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

3. SCOPE OF WORK

3.1. SERVICES

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

3.2. MODIFICATION

City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in CONTRACT PRICE of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent

completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this SCOPE OF WORK in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

3.3. SPECIFIC MATERIALS & PERFORMANCE OF WORK

Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "Special Provisions for Corporation Yard Security and Lighting Improvements." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

3.4. EXHIBITS

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

Exhibit Designation	Exhibit Title
1. Exhibit A	Contractor's Proposal for Services
2. Exhibit B	Payment by Force Account
3. Exhibit C	Workers' Compensation Insurance Certification
4. Exhibit D	Performance Bond
5. Exhibit E	Payment Bond

4. CONTRACT PRICE

City shall pay, and Contractor shall accept in full payment for the work set forth above in SCOPE OF WORK, an amount not to exceed Two Hundred Four Thousand One Hundred and No/100th Dollars ($204,100.00) (the "Contract Price"). Said amount shall be paid pursuant to COMPENSATION of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

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5. TIME FOR PERFORMANCE

The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **fifty four (54)** working days (the "Substantial Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **sixty four (64)** working days (the "Final Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

5.1. RIGHT OF CITY TO INCREASE WORKING DAYS

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

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

A. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or

B. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

   1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or

   2. where the delay is caused by actions beyond the control of Contractor; or

   3. where the delay is caused by actions or failure to act by the City Engineer.

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

5.2. EXCUSABLE DELAYS

Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil

disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor's financial inability to perform, Contractor's failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the Substantial and Final Completion Due Dates shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

5.3. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS

If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

A. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.
To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.
Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

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

C. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.
If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized

by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

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

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

5.4. DELAY DAMAGES

In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Nine Hundred and No/100ths Dollars ($900.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Seven Hundred and No/100ths Dollars ($700.00)** for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. TERMINATION

A. *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such

event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in OWNERSHIP OF WORK PRODUCT of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

B. If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City's intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. LIABILITY FOR BREACH

Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in OWNERSHIP OF WORK PRODUCT of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

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8. COMPENSATION

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

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

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

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

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

9. DISPUTES PERTAINING TO PAYMENT FOR WORK

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

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9.1. CLAIMS PROCESSING

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

9.2. MEET-AND-CONFER CONFERENCE

Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

9.3. NONBINDING MEDIATION

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

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

10. PERMITS AND CARE OF WORK

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

11. PUBLIC WORKS AND PAYMENT OF PREVAILING WAGE

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11.1. MONITORING AND ENFORCEMENT

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

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

11.2. WAGES & HOURS OF EMPLOYMENT

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

12. SUPERINTENDENCE BY CONTRACTOR

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

13. INSPECTION AND TESTING BY CITY

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

14. CONFORMITY WITH LAW AND SAFETY

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

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

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

15. OTHER CONTRACTS

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

16. BONDS

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

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

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

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

17. INDEMNIFICATION

17.1. INDEMNITY FOR PROFESSIONAL LIABILITY

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

17.2. INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY

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

18. CONTRACTOR'S INSURANCE

Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City. The City of Turlock shall be named as a certificate holder.

18.1. COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00)

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products and completed operations for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled. The policy shall contain, or be endorsed to contain, the following provisions:

A. City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services). The City shall be named as a certificate holder on the Certificate of Insurance.

B. For any claims related to the Project, Contractor's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

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

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

18.2. WORKERS' COMPENSATION INSURANCE

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) by disease-policy limit, and One Million Dollars ($1,000,000.00) by disease-each employee. Contractor shall submit to City, along with the Certificate of Insurance, a Waiver of Subrogation endorsement in favor of the City, its offices, agents, employees, and volunteers.

18.3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

18.4. CONTRACTORS POLLUTION INSURANCE

Pollution Coverage shall be maintained on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than Two Million Dollars ($2,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final

disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the City, its officials, officers, agents, employees, and volunteers as insureds.

18.5. 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 coverage or 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.

18.6. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

18.7. ACCEPTABILITY OF INSURERS

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

18.8. VERIFICATION OF COVERAGE

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

18.9. WAIVER OF SUBROGATION

With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

18.10. SUBCONTRACTORS

Contractor shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. OWNERSHIP OF WORK PRODUCT

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

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

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

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

20. TAXES

Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

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

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

21. INDEPENDENT CONTRACTOR

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

22. CONTRACTOR NOT AGENT

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Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. ARBITRATION OF DISPUTES

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

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

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

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

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

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

B. All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

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

D. These additional rules shall be implemented and applied by the arbitrator.

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

All administrative remedies required under DISPUTES PERTAINING TO PAYMENT FOR WORK of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this ARBITRATION OF DISPUTES.

24. PROVISIONS CUMULATIVE

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

25. NOTICES

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

If to City:	**City of Turlock** **Attn: City Engineer** **156 S. Broadway, Suite 150** **Turlock, CA 95380-5461**
With courtesy copies to:	**City of Turlock, City Attorney's Office** **Attn: Katie Lucchesi, City Attorney** **156 S. Broadway, Suite 230** **Turlock, CA 95380-5456**
If to Contractor:	**Delgado Engineering** **Attn: Chris Delgado, President** **7413 W Main St** **Turlock, CA 95380**
If to Contractor's Sureties:	**To be provided with surety records**

26. CITY CONTRACT ADMINISTRATOR

The City's contract administrator and contact person for this Agreement is:

Janine Lee, Associate Engineer
City of Turlock Engineering Division
156 S Broadway Suite 150
Turlock, CA 95380
Telephone: (209) 668-6035
E-mail: jlee@turlock.ca.us

27. INTERPRETATION

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

28. ANTITRUST CLAIMS

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

29. USE OF CITY PROJECT NUMBER

Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

30. NO CONFLICT OF INTEREST

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

31. CONFIDENTIALITY

Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

32. MODIFICATION

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

33. WAIVER

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

34. ASSIGNMENT

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

35. AUTHORITY

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

36. GOVERNING LAW

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

37. SEVERABILITY

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

38. EXECUTION AND COUNTERPARTS

This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

39. MANDATORY AND PERMISSIVE

“Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

40. HEADINGS

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

41. ATTORNEY'S FEES AND COSTS

Except as expressly provided for in ARBITRATION OF DISPUTES of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

42. NECESSARY ACTS AND FURTHER ASSURANCES

The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

43. REQUIRED FEDERAL LANGUAGE

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

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information:

(a) name and address of the injured or deceased person(s);

(b) name and address of Professional's subcontractor, if any;

(c) name and address of Professional's liability insurance carrier; and

(d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

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

Compliance with Federal Requirements. Professional agrees to comply with all applicable federal statutes, regulations, and requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Guidance) procurement and cost principles;

- Equal Employment Opportunity (41 CFR Part 60);
- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- Debarment and Suspension (2 CFR Part 180).

Professional certifies it is not debarred, suspended, or otherwise excluded from participation in federal programs.

44. RECITALS

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

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

CONTRACTOR

Signed by:
Cody Delgado
B3F8925417864A8...

SIGNATURE

Cody Delgado

FULL NAME

President

TITLE

7413 W Main St Turlock, Ca 95380

ADDRESS

209 799-7288

PHONE

7/20/2026

DATE SIGNED

CITY OF TURLOCK, a municipal corporation

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

William D. Morris

FULL NAME

RCE, PLS, City Engineer

TITLE

DATE SIGNED

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO FORM:

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

Exhibits List

A - A_-_CONTRACTOR'S_PROPOSAL_FOR_SERVICES

B - PAYMENT BY FORCE ACCOUNT

C - WORKERS’ COMPENSATION INSURANCE CERTIFICATION

D - PERFORMANCE BOND

E - PAYMENT BOND

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Exhibit A

A_-_CONTRACTOR'S_PROPOSAL_FOR_SERVICES

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

City of Turlock, CA
Municipal Services-Engineering
Chris Fisher, Director
156 So. Broadway, Turlock, CA 95380

[DELGADO ENGINEERING] RESPONSE DOCUMENT REPORT

CIFB-E DBE No. 20-010

Corporation Yard Security and Lighting Improvements

RESPONSE DEADLINE: July 15, 2026 at 2:00 pm

Report Generated: Wednesday, July 15, 2026

Delgado Engineering Response

CONTACT INFORMATION

Company:
Delgado Engineering

Email:
chris@delgado-engineering.com

Contact:
Cody Delgado

Address:
7413 w main st
Turlock, CA 95380

Phone:
N/A

Website:
N/A

Submission Date:
Jul 15, 2026 1:43 PM (Pacific Time)

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 15, 2026 12:16 PM by Cody Delgado

Addendum #2
Confirmed Jul 15, 2026 12:16 PM by Cody Delgado

QUESTIONNAIRE

1. Proposal*

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item.

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

Confirmed

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

2. Request for Substitutions*

You may upload information relative to material or equipment for which you would like to request approval of that were not specifically named in the project specifications. City staff will make an effort to respond to requests for substitution as part of the Q&A and addendum process, though will not be obligated to comment on, approve, or deny any request for substitution.

Confirmed

3. Enter the bidders' CSLB License No.*

1098664

4. CSLB license confirmation*

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

Confirmed

5. Enter the bidders' DIR Registration number:*

2000023709

6. Important Notice*

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

Confirmed

7. Affidavit*

Please download the below documents, complete, and upload.

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

- AFFIDAVIT.pdf

47a0ba79-c309-4ccc-83f2-7bb1bb150e84.jpeg
IMG_6935.jpeg
Bid-Bond-Signed-Complete.pdf

8. INFORMATION REQUIRED OF BIDDER

NUMBER OF YEARS' EXPERIENCE AS A CONTRACTOR IN CONSTRUCTION WORK OR INSTALLATION WORK SIMILAR TO THAT REQUIRED IN THESE SPECIFICATIONS.*
20

NAME OF PERSON WHO INSPECTED THE SITE OF THE PROPOSED WORK FOR YOUR FIRM.*
Rob Wynn

DATE OF INSPECTION*
12-1-25,

9. PREVIOUS WORK/REFERENCES

Please provide information for four (4) recent projects. If bidder is unable to provide information for four (4) reference projects, it shall provide as many reference projects that it can and City will make a determination as to bidder responsibility based on the available information.

REFERENCE #1: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.*
Metcalf Calpine power plant 1 Blanchard Road Morgan Hill, California Head engineer Manny FEA 407-865-4304 natural gas turbine unit number one fire in generator, restoration my title journeyman Millwright

REFERENCE #1: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.*

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

Chevron refinery 841 Chevron Way, Richmond, CA UPS project manager, Rob Wynn 707-660-9344 Finn fan annual maintenance journeyman Millwright

REFERENCE #1: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.*
Devon Dean 209-204-8640 Hawai'i 53725 kamekameha Highway Hauula HI 96717 residential remodel Head Contractor N/a registered engineer Total contract amount roughly 50,000 My amount roughly 30,000

REFERENCE #1: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?*
Na

REFERENCE #1: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.*
Na

REFERENCE #1: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Na

REFERENCE #1: DATE OF PROJECT COMPLETION
Na

REFERENCE #1: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Na

REFERENCE #2: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Na

REFERENCE #2: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

Na

REFERENCE #2: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Na

REFERENCE #2: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
Na

REFERENCE #2: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Na

REFERENCE #2: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Na

REFERENCE #2: DATE OF PROJECT COMPLETION
Na

REFERENCE #2: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Na

REFERENCE #3: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Na

REFERENCE #3: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Na

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

REFERENCE #3: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Na

REFERENCE #3: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
Na

REFERENCE #3: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Na

REFERENCE #3: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Na

REFERENCE #3: DATE OF PROJECT COMPLETION
Na

REFERENCE #3: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Na

REFERENCE #4: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Na

REFERENCE #4: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Na

REFERENCE #4: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Na

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

REFERENCE #4: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
Na

REFERENCE #4: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Na

REFERENCE #4: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Na

REFERENCE #4: DATE OF PROJECT COMPLETION
Na

REFERENCE #4: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Na

10. BOND INFORMATION

You can enter your Bid Bond information in the Surety2000 question below.

OR

You may also submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

DO YOU WANT TO USE SURETY2000 TO SUBMIT YOUR BONDING INFORMATION?*
If you choose to upload bond forms not using Surety2000, you will need to submit the hard copy originals, prior to the bid due date and time, to engineering at:

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

Yes

BIDDER'S BOND - SURETY2000*
Please enter your Bid Bond information from Surety2000 below.

Bond ID: I don’t see that from my company

Vendor ID: I don’t see that I’m not sure

11. OTHER DOCUMENTS AND CERTIFICATIONS

SUBCONTRACTORS*
Please download the below documents, complete, and upload.

- SUBCONTRACTORS.Update.pdf

Bid-Bond-Signed-Complete.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS	$12,000.00	$12,000.00

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Pothole Existing Utilities	1	ALLOW	$300.00	$300.00
3	Remove Existing Improvements	1	LS	$10,000.00	$10,000.00
4	Trenching, Conduit, Wire, and Backfill	420	LF	$80.00	$33,600.00
5	Fence Post Footings (12-in Diameter Concrete)	1	LS	$25,000.00	$25,000.00
6	Tube Steel Fence	900	LF	$50.00	$45,000.00
7	Light Pole Footings	6	EA	$1,900.00	$11,400.00
8	Dual Head Light Poles and Power Distribution	3	EA	$11,000.00	$33,000.00
9	Single Head Light Poles and Power Distribution	3	EA	$8,200.00	$24,600.00
10	Pull Boxes	2	EA	$200.00	$400.00
11	Hot Mix Asphalt	11	TON	$300.00	$3,300.00
12	Earthwork	1	LS	$500.00	$500.00
13	Allowance for Unknown Utilities	1	ALLOW	$5,000.00	$5,000.00
14	All Other Work Not Included in Bid Items	1	LS	$0.00	$0.00
TOTAL					**$204,100.00**

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X _____
Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 15 day of July, 2024

by Cody Delgado proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
NOTARY PUBLIC SIGNATURE

(AFFIX SEAL)

D. A. Hernandez, Notary
NOTARY PUBLIC PRINTED NAME

D. A. HERNANDEZ
Notary Public - California
Santa Clara County
Commission # 2557066
My Comm. Expires Jun 22, 2030

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X _____
Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 15 day of July, 2024

by Cody Delgado proved to me on the basis of satisfactory evidence to be the person(~~s~~) who appeared before me.

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D. A. HERNANDEZ
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Commission # 2557066
My Comm. Expires Jun 22, 2030

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Delgado Engineering as BIDDER, and Merchants National Indemnity Company as SURETY a corporation duly organized under the laws of the State of _ and duly licensed to become sole Surety on bonds required and authorized by the State of California, as SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named, submitted by said Bidder to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum Ten Percent of the Amount Bid

Dollars ($ 10% of the Amount Bid).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Engineering Division, City Hall, 156 S. Broadway Suite 150, Turlock, California, on

15th (day), of July (date), 2026, at 2:00PM (time).

for **Project No. 20-010 - Corporation Yard Security and Lighting Improvements**

NOW, THEREFORE, if the aforesaid Bidder is awarded the contract and, within the time manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form in accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such a suit, including a reasonable attorney's fee to be fixed by the court.

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arizona)
County of Maricopa)

On 7/15/2026 before me, Jonathan Bjork, Notary Public
(insert name and title of the officer)

personally appeared Alec Kleiner, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JONATHAN BJORK
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 655727
Expires September 05, 2027

Signature _____ **(Seal)**

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alec Kleiner; Christopher D Morrow; Cynthia Kleiner; Jacob Broadbent; Jonathan Bjork; Kaitlyn Sherwood; Taylor J Wilstead

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of June , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of June 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of July , 2026 .

Secretary

POA 0018 (5/25)

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 15th day of July, 2026.

BIDDER

Delgado Engineering (SEAL)
(Bidder's Name and Corporate Seal)

(Signature)

CODY DELGADO
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF BIDDER)

SURETY

Merchants National Indemnity Company (SEAL)
(Surety's Name and Corporate Seal)

(Signature)

Alec Kleiner, Attorney-In-Fact
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF SURETY'S ATTORNEY-IN-FACT)

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arizona)
County of Maricopa)

On 7/15/2026 before me, Jonathan Bjork, Notary Public
(insert name and title of the officer)

personally appeared Alec Kleiner, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JONATHAN BJORK
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 655727
Expires September 05, 2027

Signature _____ (Seal)

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

Exhibit B

PAYMENT BY FORCE ACCOUNT

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EXHIBIT B
PAYMENT BY FORCE ACCOUNT

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

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:

    1.1 Basic hourly wage
    1.2 Health and welfare
    1.3 Pension
    1.4 Vacation
    1.5 Training
    1.6 Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:

    2.1 Workers' compensation insurance
    2.2 Social security
    2.3 Medicare
    2.4 Federal unemployment insurance
    2.5 State unemployment insurance
    2.6 State training taxes

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

(a) Home office overhead

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

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

1. A fifteen percent (15%) markup is added;

2. Supplier discounts are subtracted whether the Contractor takes them or not;

3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;

4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:

   4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
   4.2 Current wholesale price for those materials;

5 If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:

   1.1 During that period
   1.2 In the quantities used

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

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.

2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.

3. Fifteen percent (15%) percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

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

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:

    1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
    1.2. Current during the work paid by force account.
    1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
        1.3.1. Rented from equipment business Contractor does not own.
        1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.

2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
    2.1. Rented from equipment business Contractor does not own.
    2.2. The City Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor’s normal sources or from one of Contractor’s subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable

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5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account and:
   3.1. Hourly rates are paid in 1/2-hour increments
   3.2. Daily rates are paid in 1/2-day increments

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25

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3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account

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

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

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

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

Exhibit C

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____ Date: _____

_____
(Typed or Printed Name)

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

_____

_____

_____

Business Phone: ( ) _____

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

Exhibit D

PERFORMANCE BOND

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

EXHIBIT D

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock,** State of California, has awarded to Delgado Engineering, hereinafter designated as the "Principal," a contract for **Project No. 20-010, "Corporation Yard Security and Lighting Improvements";**
and,

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

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

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

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

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

[*Signatures on Following Page*]

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

Exhibit E

PAYMENT BOND

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to Delgado Engineering, hereinafter designated as the "Principal", a contract for **Project No. 20-010, "Corporation Yard Security and Lighting Improvements"**;
and

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

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

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

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

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

[*Signatures on Following Page*]

Docusign Envelope ID: CC675403-82AD-813E-80C8-F88E7CCEFECD

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

City Council Staff Report

July 28, 2026

From:	Isaac Moreno, Finance Director
Prepared by:	Nadine Silva, Principal Accountant
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2026-037 and adopting a new resolution designating the authorized signatures for the City of Turlock bank accounts with Westamerica Bank

2. NARRATIVE:

On April 14, 2026, the City Council approved Resolution 2026-037 designating the authorized signers on the various City bank accounts with Westamerica Bank. These signers are authorized to endorse on behalf of the City of Turlock any checks or other items payable to the organization or its order, to deposit such checks and other items into the account with or without such endorsement, and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer.

With the hiring of a new City Manager, the signature cards for the City's bank accounts with Westamerica Bank need to be updated.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No fiscal impact.

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. ALTERNATIVES:

A. Not update the signature cards with Westamerica Bank and utilize another signer to sign demands and payroll checks.

6. ATTACHMENTS:

1. Draft Authorized Bank Signatures Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2026-037 AND ADOPTING A NEW RESOLUTION DESIGNATING THE AUTHORIZED SIGNATURES FOR THE CITY OF TURLOCK BANK ACCOUNTS WITH WESTAMERICA BANK	}	**RESOLUTION NO. 2026-XXX**

WHEREAS, on April 14, 2026 the City Council adopted Resolution No. 2026-037 designating the authorized signers on the various City bank accounts with Westamerica Bank; and

WHEREAS, the City has experienced signatory changes since the adoption of Resolution No. 2026-037; therefore, the signature cards need to be updated; and

WHEREAS, the City Manager of the City of Turlock is authorized to open or maintain the accounts with Westamerica Bank contained in the bank's signature card and agreement; and

WHEREAS, the persons or combinations of persons listed as signers on the signature card are authorized to endorse, on behalf of the organization, any checks or other items payable to the organization or its order, to deposit such checks and other items into the account with or without such endorsement, and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby ratify and confirm the acts of its officers, agents or employees in heretofore opening these accounts with Westamerica Bank together with any acts performed in relation thereto.

BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby rescind Resolution No. 2026-037 and adopt a new Resolution designating the following authorized individuals to sign on the City of Turlock bank accounts as follows:

Accounts Payable Account

Amy Bublak, Mayor
Isaac Moreno, Finance Director
Michael Abram, City Treasurer
Nadine Silva, Principal Accountant
John J. Murphy, City Manager

Payroll Account
Amy Bublak, Mayor
Isaac Moreno, Finance Director
Michael Abram, City Treasurer
Jessie Dhami, Human Relations Director
John J. Murphy, City Manager

Workers Comp Account
3 Designees from Keenan
Alison Arias, Principal Human Relations Analyst
Isaac Moreno, Finance Director

Daily Receipt Account
Isaac Moreno, Finance Director
Nadine Silva, Principal Accountant

Preferred Public Money Market Savings Account
Isaac Moreno, Finance Director
Michael Abram, City Treasurer
Nadine Silva, Principal Accountant

Employee Crisis Fund Account
Alison Arias, Principal Human Relations Analyst
Isaac Moreno, Finance Director
Jessie Dhami, Human Relations Director

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

July 28, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Kimberly Bristow, Staff Services Analyst
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Resolution: Initiating proceedings for the annual levy of assessments for existing Landscaping and Lighting Assessment Districts (Exhibit A) and Street Maintenance Benefit Assessment Areas (Exhibit B) in the City of Turlock for Fiscal Year 2026-2027

2. NARRATIVE:

The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 allow for the formation of Assessment Districts and Benefit Assessment Areas. The purpose of assessment districts and benefit assessment areas is to ensure that development pays for its own maintenance and operation of streetlights, landscape maintenance, street sweeping, future slurry seals, and storm drainage facilities. The formation of assessment districts and benefit assessment areas allows the associated developments to be built and not impact existing City funds that maintain these components.

Both the Landscaping and Lighting Act and the Benefit Assessment Act require the filing of an annual report for each fiscal year assessments are to be levied and collected. The Engineer of Work is to produce an Engineer's Report detailing the annual costs to each lot of each assessment district and benefit assessment area which are collected on property taxes. The Engineer's Report is on file with the City Clerk and available to the public.

The proceedings to levy and collect annual assessments for the districts may be conducted at two (2) City Council (Council) meetings. The first meeting takes two actions. First, proceedings for the annual assessments are initiated. Second, the City's intention to levy and collect assessments is declared and a time and place for the public hearing is set. This agenda item completes the first action of initiating the proceedings.

In the second meeting, currently scheduled for August 11, 2026, the Council will conduct the public hearing and, upon its conclusion, by resolution, confirm the diagrams and assessments for Fiscal Year 2026-2027 for filing with the Stanislaus County Auditor-Controller.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The assessment districts will generate approximately $4,498,823 in revenue to Fund 246 "Landscape Assessment". This revenue is used to perform the maintenance work identified in the assessment districts and benefit assessment areas.

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act

(CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

5. ALTERNATIVES:

A. Council could choose to decline to initiate proceedings for the filing of the Annual Report for Fiscal Year 2026-2027. Staff does not recommend this alternative as this is the funding mechanism for the work and services performed in the assessment districts and benefit assessment areas. The City utilizes these funds for the maintenance and operations of streetlights, landscaping, storm drainage facilities, and streets.

6. ATTACHMENTS:

1. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR EXISTING LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS (EXHIBIT A) AND STREET MAINTENANCE BENEFIT ASSESSMENT AREAS (EXHIBIT B) IN THE CITY OF TURLOCK FOR FISCAL YEAR 2026-2027	**RESOLUTION NO. 2026-**

WHEREAS, the City of Turlock has by previous resolutions established Landscape and Lighting Assessment Districts as identified in Exhibit A and Street Maintenance Benefit Assessment Areas as identified in Exhibit B; and

WHEREAS, the Landscaping and Lighting Act of 1972 requires the filing of an annual report pursuant to §22565 and §22620 of the Streets and Highways Code; and

WHEREAS, the Benefit Assessment Act of 1982 requires the filing of an annual report pursuant to §54716 of the California Government Code; and

WHEREAS, these reports provide the costs to maintain and operate the street lights, landscape maintenance, storm drainage facilities, street sweeping and future slurry seals on the streets within each assessment district and benefit assessment area; and

WHEREAS, no new improvements or substantial changes in existing improvements are proposed; and

WHEREAS, the City Council directs the City Engineer to act as the Engineer of Work and produce an Engineer's Report which details the annual costs to each lot of each development; and

WHEREAS, the City Engineer will prepare and file a report in accordance with Article 4 (commencing with section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982; and

WHEREAS, upon completion of the report, the City Engineer shall file the report with the City Clerk for submission to the City Council of the City of Turlock.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby initiate proceedings for the annual levy of assessments for existing Landscaping and Lighting Assessment Districts (Exhibit A) and Street Maintenance Benefit Assessment Areas (Exhibit B) in the City of Turlock for Fiscal Year 2026-2027.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

Landscape and Lighting Act of 1972 Assessment Districts	
Amberwood	Dewar Estates No. 3
Apple Lane Estates	Dianne Business Park
Arlinda Estates	Dust Bowl Brewery
Ashley Estates	Dutch Bros
Asoofi Subdivision	Enterprise Park
Autumn Brook No. 1	Fairbanks Ranch
Autumn Brook No. 2	Ferreira Ranch Estates
Balboa Park (Fitzpatrick Apartments)	Ferreira Ranch Estates No. 2
Bandera	Ferreira Ranch Estates No. 3
Bandera No. 2	Ferreira Ranch Estates No. 4
Baptista Estates	Ferreira Ranch Estates No. 5
Baptista Estates No. 2	Festival
Blue Diamond	Fifth Street Community
California Freight	Florsheim NEMP (DeLaMotte) for Palermo
Calista Estates	Forest Oak No. 2
Campus Park No. 1,2 ,3	FQC 1347 N Palm
Campus Vista	Gabrielle Estates
Cedarcrest	Gemstone Estates
Cedarcrest No. 2	Gerald Court Estates
Centennial Place No. 2	Glenwood Park
Chevron Fulkerth	Health & Wellness Center
Cimmaron No. 1	Heartland Estates
Cimmaron No. 2	Heirlooms No. 1
Claremont Meadows	Heirlooms No. 2
Colorado Springs	Heirlooms No. 3
Cottage Park	Hervey Estates
Countryside No. 2	Hilmar Cheese
Countryside No. 3 & PM 01-08	Huntington Estates
Countryside No. 4	Huntington Estates No. 2
Countryside Estates	J&R Investments
Countryside Plaza	Jessica House
Danielle Estates	Johnson
Danielle Estates No. 2	Kandola
Del’s Lane Townhomes	Karampoor
Delta National Bank	L&M Industrial
Dewar Estates	Lauren Estates
Dewar Estates No. 2	Lauren Estates No. 2

EXHIBIT A

Landscape and Lighting Act of 1972 Assessment Districts	
Lauren Estates No. 3,4	Pinecrest Estates
Legends No. 1,2	Pinecrest Estates No. 2
Legends No. 3	Pinecrest Estates No. 3
Legends No. 4	PM 97-07 Kennedy/King
Legends No. 6	PM 00-03 Sondeno/Starkweather
Legends No. 7	PM 04-02 College Plaza
Legends North No. 1	PM 04-09 Gwin
Legends North No. 2	PM 05-01 Emanuel
Legends North No. 4	PM 05-03 Byung
Lewis Terrace Estates & PM 04-03	PM 05-07 Hawkeye Shopping Center
Les Chateaux	PM 05-09 Lewis
Liberty Industrial Park	PM 05-12 Heritage Homes
Makoor Estates	PM 07-06 Kevin Berger
Milestone	PM 11-04 Avena Bella
Montana Ave Industrial Park (Freitas)	PM 12-01 Moline
Montana Estates	PM 13-01 Sutter Gould
Monte Verde	PM 14-02 Quong & Jennie Doo
Monte Vista Crossings	PM 17-02 Turlock Corners LLC
Monte Vista Crossings North	PM 17-03 Scott
Monte Vista Estates	PM 17-04 Kuo
Monte Vista Manor	PM 17-05 680 D Street LLC
Monte Vista Village	PM 18-01 Nazmi
Mooneyham Estates	PM 18-02 Castle
Northern Sunrise Estates	PM 19-01 Warrior Crossing
Northern Sunrise Estates No. 2	PM 21-03 Bright
Northern Sunrise Estates No. 2A	PM 21-05 Hackler
Northern Sunrise Estates No. 3	Potter’s Landing
Northern Sunrise Estates No. 4	Project Hornet
Northlock Industrial Park	Promenade
Northview Meadows No. 2	Rhodes Estates
Northview Meadows No. 3	Rolling Hills
Old Vineyard	Rose Cottage
Olive Grove Manor	Rose Cottage No. 2
Ormi	Rose Cottage No. 3
Pereira No. 1,2	Rose Walk No. 1
Pereira No. 3	Rose Walk No. 2,3,4

EXHIBIT A

Landscape and Lighting Act of 1972 Assessment Districts	
Rose Walk No. 5	Valley Ventures PM 04-05
Shergill	Ventana
Sierra Oaks Apartments	Vermont Villas
Sondeno, Denny's, Jack-n-Box	Wyndfair Estates
Starbucks	
Sterling Oaks No. 1	
Sterling Oaks No. 2	
Sterling Oaks No. 4	
Sterling Oaks No. 5	
Sterling Oaks No. 6	
Summerfield	
Sun Ridge South	
Superstore 2600 Spengler Way	
Swanpark Estates	
Taco Bell	
Tamimi	
The Classics	
Tiffany Park	
Traditions	
Traditions No. 2	
Traditions No. 3	
Traditions No. 4,5	
Turlock 99 Business Park	
Turlock Auto Plaza	
Turlock Dental Care	
Turlock Multi-Family	
Turlock Park Villas (Commercial)	
Turlock Park Villas (Residential)	
Turlock Self Storage	
Turlock Village (Commercial)	
Turlock Village (Residential)	
Turlock Walnut Company	
US Cold Storage	
Valley Milk	
Villagio (Baptista)	
Voumard No. 1 (Rose Classics)	
Voumard No. 2	
Winter Haven	
Winter Haven No. 2	

EXHIBIT B

Benefit Assessment Act of 1982 Benefit Assessment Areas	
Added Space Comm. Center	Crowell
Alpine Estates	Danielle Estates
Amberwood	Danielle Estates No. 2
Anderson Estates	Del's Lane Townhomes
Apple Lane Estates	Delta National Bank
Arbor Estates No. 10	Dewar Estates
Arlinda Estates	Dewar Estates No. 2
Ashley Estates	Dewar Estates No. 3
Asoofi Subdivision	Dianne Business Park
Autumn Brook No. 1	Dust Bowl Brewery
Autumn Brook No. 2	Dutch Bros
Balboa Park (Fitzpatrick Apartments)	Eastbrook Estates
Bandera	Elizabeth Court
Bandera No. 2	Enterprise Park
Baptista Estates	Fairbanks Ranch
Baptista Estates No. 2	Ferreira Ranch Estates
Berkeley Woods	Ferreira Ranch Estates No. 2
Blue Diamond	Ferreira Ranch Estates No. 3
Bristol Park	Ferreira Ranch Estates No. 4
California Freight	Ferreira Ranch Estates No. 5
Calista Estates	Festival
Cambridge Place No. 6	Fifth Street Community
Campus Park No. 1,2,3	Florsheim (DeLaMotte) for Palermo
Cedarcrest	Forest Oak Estates
Cedarcrest No. 2	Forest Oak Estates No. 2
Centennial Place No. 2	FQC 1347 N Palm St
Chakkar Estates No. 2	Gabrielle Estates
Champagne Estates	Gemstone Estates
Chevron Fulkerth	Gerald Court Estates
Christel Estates	Glenwood Park
Cimmaron No. 1	Health & Wellness Center
Cimmaron No. 2	Heartland Estates
Claremont Meadows	Heirlooms No. 1
Colorado Springs	Heirlooms No. 2
Cottage Park	Heirlooms No. 3
Countryside No. 2	Hervey Estates
Countryside No. 3 & PM 01-08	Hilmar Cheese
Countryside No. 4	Hollis Manor
Countryside Estates	Huntington Estates
Countryside Plaza	Huntington Estates No. 2

EXHIBIT B

Benefit Assessment Act of 1982 Benefit Assessment Areas	
J&R Investments	North Berkeley Estates
Jessica House	North Olive Estates No. 3,4
Johnson	Northern Sunrise Estates
Kandola	Northern Sunrise Estates No. 2
Karampoor	Northern Sunrise Estates No. 2A
Kensington Estates	Northern Sunrise Estates No. 3
Kirkwood No. 3	Northern Sunrise Estates No. 4
L&M Industrial	Northlock Industrial Park
Lauren Estates	Northview Meadows
Lauren Estates No. 2	Northview Meadows No. 2
Lauren Estates No. 3,4	Northview Meadows No. 3
Legends No. 1,2	Oak Park
Legends No. 3	Old Vineyard
Legends No. 4	Oleander Gardens
Legends No. 6	Ormi
Legends No. 7	Pereira No. 1,2
Legends North No. 1	Pereira No. 3
Legends North No. 2	Pinecrest Estates
Legends North No. 4	Pinecrest Estates No. 2
Les Chateaux	Pinecrest Estates No. 3
Lewis Street Manor	Pineridge Place
Lewis Terrace Estates & PM 04-03	Pleasant Valley Estates
Liberty Industrial Park	PM 97-07 Kennedy/King
Linwood Estates No. 1,2	PM 00-03 Sondeno/Starkweather
Linwood Estates No. 3	PM 04-02 College Plaza
Makoor Estates	PM 04-09 Gwin
McDonald Manor	PM 05-01 Emanuel
Milestone	PM 05-03 Byung
Montana Ave Industrial Park (Freitas)	PM 05-07 Hawkeye Shopping Center
Montana Estates	PM 05-09 Lewis
Monte Verde	PM 05-12 Heritage Homes
Monte Vista Crossings	PM 07-06 Kevin Berger
Monte Vista Crossings North	PM 11-04 Avena Bella
Monte Vista Estates	PM 12-01 Moline
Monte Vista Village	PM 13-01 Sutter Gould
Mooneyham Estates	PM 14-02 Quong & Jennie Doo

EXHIBIT B

Benefit Assessment Act of 1982 Benefit Assessment Areas	
PM 17-02 Turlock Corners LLC	Taco Bell
PM 17-03 Scott	Tamimi
PM 17-04 Kuo	The Classics
PM 17-05 680 D Street LLC	Thorsen Estates No. 2
PM 18-01 Nazmi	Tiffany Park
PM 18-02 Castle	Traditions
PM 19-01 Warrior Crossing	Traditions No. 2
PM 21-03 Bright	Traditions No. 3
PM 21-05 Hackler	Traditions No. 4,5
Potter's Landing	Tuolumne East Estates
Project Hornet	Turlock 99 Business Park
Promenade	Turlock Dental Care
Rhodes Estates	Turlock Self Storage
Rolling Hills	Turlock Multi-Family
Rose Cottage	Turlock Park Villas (Commercial)
Rose Cottage No. 2	Turlock Park Villas (Residential)
Rose Cottage No. 3	Turlock Village (Commercial)
Rose Walk No. 1	Turlock Village (Residential)
Rose Walk No. 2,3,4	Turlock Walnut Company
Rose Walk No. 5	US Cold Storage
Royal Oaks	Valley Milk
Shergill	Valley Ventures PM 04-05
Sierra Oaks Apartments	Vasconcellos Estates
Silverado Heights	Ventana
Sondeno, Denny's, Jack-n-Box	Venture Park
Southern Belle Estates / PM 03-08	Vermont Villas
Starbucks	Villa Woods
Sterling Oaks No. 1	Villagio (Baptista)
Sterling Oaks No. 2	Voumard No. 1 (Rose Classics)
Sterling Oaks No. 4	Voumard No. 2
Sterling Oaks No. 5	W Main / Walnut
Sterling Oaks No. 6	Walnut Acres No. 2
Stonridge (Silver Oak)	Winter Haven No. 2
Summer Faire	Wyndfair Estates
Summerfield	
Sun Ridge South	
Superstore 2600 Spengler Way	
Swan Park Estates	

City Council Staff Report

July 28, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Kimberly Bristow, Staff Services Analyst
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Resolution: Declaring the City Council's intention for the levy and collection of assessments, preliminarily approving the Engineer's Report, and appointing a time and place for a public hearing for the existing Landscaping and Lighting Assessment Districts and Street Maintenance Benefit Assessment Areas (Exhibit A) in the City of Turlock for Fiscal Year 2026-2027

2. NARRATIVE:

The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 allow for the formation of Assessment Districts and Benefit Assessment Areas to fund the maintenance and operation of streetlights, landscape maintenance, street sweeping, future slurry seals, and storm drainage facilities. The formation of assessment districts and benefit assessment areas allows the associated developments to be built and not impact existing City funds that maintain these areas.

The proceedings for the filing of the annual report are conducted at two (2) City Council meetings. The first meeting initiates the proceedings and declares the City's intention to levy and collect assessments, preliminarily approves the Engineer's Report, and appoints a time and place for the public hearing. In the second meeting, currently scheduled for August 11, 2026, the Council will conduct the public hearing and upon its conclusion, by resolution, confirm the diagrams and assessments for Fiscal Year 2026-2027 for filing with the Stanislaus County Auditor.

The Engineer's Report has been prepared and is on file with the City Clerk. A public notice will be published regarding the proposed annual assessments for Fiscal Year 2026-2027.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The assessment districts will generate approximately $4,498,823 in revenue to Fund 246 "Landscape Assessment". This revenue is used to perform the maintenance work identified in the assessment districts and benefit assessment areas.

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

A. Decline to declare the intention to levy and collect assessments for the Annual Report for Fiscal Year 2026-2027. Staff does not recommend this alternative as this is the funding mechanism for the work performed in the assessment districts and benefit assessment areas. The City utilizes these funds for the maintenance of streetlights, landscaping, street sweeping, and the maintenance of streets within the assessment districts and benefit assessment areas. If assessment district funding is not collected, either the work would not be able to be performed, resulting in a maintenance backlog, or the City would need to fund the activities from other funds.

6. ATTACHMENTS:

1. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DECLARING THE CITY COUNCIL'S INTENTION FOR THE LEVY AND COLLECTION OF ASSESSMENTS, PRELIMINARILY APPROVING THE ENGINEER'S REPORT, AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING FOR THE EXISTING LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS AND STREET MAINTENANCE BENEFIT ASSESSMENT AREAS (EXHIBIT A) IN THE CITY OF TURLOCK FOR FISCAL YEAR 2026-2027	**RESOLUTION NO. 2026-**

WHEREAS, the City Council has by previous resolutions formed all Landscaping and Lighting Assessment Districts and Street Maintenance Benefit Assessment Areas, initiated proceedings for Fiscal Year 2026-2027, and ordered the preparation of the Fiscal Year 2026-2027 Engineer's Report; and

WHEREAS, the City Council of the City of Turlock designated the City Engineer of the City of Turlock as the Engineer of Work for the purpose of preparing the annual report for Fiscal Year 2026-2027 for all Landscape and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock; and

WHEREAS, the City Engineer has filed the report with the City Clerk for submission to the City Council and the filed report contains the information statutorily required; and

WHEREAS, the City Council of the City of Turlock has preliminarily approved the City Engineer's Report that was prepared and filed in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972; and

WHEREAS, the proposed amount to be collected for some of the assessments has increased per the Engineering News Record (ENR), but will not exceed the maximum allowable, pursuant to City of Turlock Council Resolution 97-128; and

WHEREAS, City of Turlock has determined and certifies that the proposed charges are either exempt from or are in compliance with all the provisions of Proposition 218 which was passed by voters in November 1996. The City Council of the City of Turlock further determined the charges are in compliance with all laws pertaining to the levy of such charges.

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

1. The City Council of the City of Turlock declares its intention to levy and collect assessments within each assessment district for Fiscal Year 2026-2027 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock.

2. The existing and proposed improvements to be made in each assessment district and benefit assessment area are generally described in Exhibit A, which is made a part of this resolution.

3. There are no substantial changes proposed to be made in existing improvements.

4. The district designation for each assessment district and general location of the district are set forth in Exhibit A.

5. The City Engineer's Report was prepared and is on file with the City Clerk. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district and benefit assessment area, and the proposed assessments upon assessable lots and parcels within the district.

6. Pursuant to Streets and Highways Code §22625, Government Code §53753 and 54716, notice is hereby given that on Tuesday, the 28th day of July, 2026, at the hour of 6:00 P.M., prevailing local time, the City Council of the City of Turlock, at its regular meeting, will conduct a public hearing on the question of the levying and collecting the proposed annual assessment. The public hearing will be held in the Yosemite Room on the 2nd floor of City Hall at 156 S. Broadway, in Turlock, California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

Assessment Districts and Benefit Assessment Areas

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Added Space Comm. Center	The maintenance and replacement of street lighting and storm drainage systems, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Added Space Commercial Center" a subdivision of Parcel B, as shown on parcel map filed in book 35 of parcel maps at page 23, Stanislaus County Recorder's Office, Stanislaus County, being a Portion of the SE 1/4, of the SW 1/4, in Section 16, Township 5 South, Range 10 East, Mount Diablo Basin and Meridian, Turlock, California; also known as Assessor's Parcel Number 23-73-07, Stanislaus County, California.	1681
Alpine Estates	The maintenance and replacement of street lighting and storm drainage systems, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Alpine Estates," a subdivision of Parcel "B" as shown in Volume 27 of Parcel Maps at Page 18 and also known as Assessor's Parcel Map 72-06-08, Stanislaus County, California.	1446
Amberwood	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Amberwood Subdivision.	6761
Anderson Estates	The maintenance and replacement of street lighting and storm drainage systems, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Anderson Estates," a subdivision of Assessor's Parcel Number 72-09-19 and 72-09-21 of the southeast 1/4 of Section 2, T.5.S., R.10E., M.D.B. & M., Stanislaus County, California.	1272

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Apple Lane Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Apple Lane Estates Subdivision.	6852
Arbor Estates No. 10	The maintenance and replacement of street lighting and storm drainage systems, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by a subdivision of Parcel 2 as recorded in Volume 4 of Parcel Maps at Page 34, Stanislaus County, California, and also known as Assessor's Parcel Number 43-16-10.	1470
Arlinda Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets west of Berkeley Avenue east of Carleton Drive and north of Country Lane, included in the Arlinda Estates Subdivision.	2900
Ashley Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets Ashley Estates Subdivision.	3164
Asoofi Subdivision	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Asoofi Subdivision.	7017

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Autumn Brook No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of north of Monte Vista Avenue between Golden State Blvd. and Walnut Road, included in Autumn Brook No. 1 a subdivision of Assessor's Parcel Number 23-13-07, and 23-87-01 County of Stanislaus, State of California.	2934
Autumn Brook No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Monte Vista, between Golden State Blvd. and Walnut Road included in Autumn Brook No. 2, a subdivision of Assessor's Parcel Number 87-04-07 and 87-06-59, County of Stanislaus, State of California.	6520
Balboa Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Balboa Park Subdivision.	3065
Bandera	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Springer Drive, east of North Walnut Road, and west of Crowell Road included in the Bandera Subdivision.	3105

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Bandera No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Bandera No. 2 Subdivision.	6739
Baptista Estates No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Colorado Avenue, included in the Baptista Estates No. 1 Subdivision.	2913
Baptista Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Colorado Avenue, included in the Baptista Estates No. 2 Subdivision.	6404
Berkeley Woods	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map Berkeley Woods," a subdivision of portion of Lot 5 of the "Geer Colony" (2-M-14) in Section 11, T.5S., R.10E., M.D.M., Turlock, California and also known as Assessor's Parcel Number 72-21-02, Stanislaus County, California.	1400
Blue Diamond	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets included in Blue Diamond.	12-21

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Bristol Park	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map Bristol Park," a subdivision of portion of Lot 70 of Elmwood Colony, as shown in Volume 2 of Maps, Page 13, Stanislaus County Records, California, and also known as Assessor's Parcel Number 73-16-01, 73-16-03, 73-16-04 and 73-16-06,	1283
California Freight	The maintenance and replacement of street lighting, street improvements, adjacent to or within the public right of way, in the streets of the proposed “California Freight” development, more particularly described with the development plans. “California Freight” is a development of Assessor's Parcel Numbers 044-009-019, 044-009-020, and 044-009-021 in Stanislaus County, California.	22-036
Calista Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Calista Estates.	6960
Cambridge Place No. 6	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map Cambridge Place No. 6," a subdivision of Lot 10, 11, 12 & 13 of Cambridge Place No. 1 as recorded in Book 29 of Maps at Page 146, Office of the Recorder of Stanislaus County.	1291
Campus Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Zeering Road, between Fosberg Road and Geer Road, included in the Campus Park Subdivision.	1301

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Campus Vista	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Bittern Way and west of Crowell Road, included in the Campus Vista Subdivision, a subdivision of Assessor's Parcel Number 71-04-07, County of Stanislaus, City of Turlock.	2939
Cedarcrest No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Ramson Drive, west of Zina Lane, east of South Berkeley Avenue included in the Cedarcrest No. 1 Subdivision.	3084
Cedarcrest No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Cedarcrest No. 2 Subdivision.	6832
Centennial Place No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets included in the Centennial Place, Unit No. 2 Subdivision.	1325
Chakkar Estates No. 2	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map Chakkar Estates No. 2" a subdivision of Lot "A" of Chakkar Estates filed for record on July 16, 1987, in Volume 32 of Maps at Page 1, Officer of the Recorder of Stanislaus County.	1255

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Champagne Estates	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map Champagne Estates," a subdivision of the south half of the south half of the northeast 1/4 of the southeast 1/4; and the north half of the north half of the southeast 1/4 of the southeast 1/4, all in Section 16, T.5.S., R.10E., M.D.B.&M., also known as Assessor's Parcel Number 23-45-14, Stanislaus County, California.	1239
Chevron Fulkerth	The maintenance and replacement of street trees, plants, vegetation, and sprinkler systems, rear yard wall adjacent to or within the public right-of-way, street lighting, streets, improvements, drainage facilities and appurtenances adjacent to or within the public right of way in the streets included along the frontage of the “Chevron Fulkerth”, a development of that certain parcel of land identified by the County Assessor as Assessor’s Parcel Number 089-019-029, County of Stanislaus, State of California.	17-40
Christel Estates	The maintenance and replacement of street lighting and storm drainage systems, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map Christel Estates," commencing at the N.E. corner of section 16, T-5-S, R-10-E, M.D.M.; thence S0-50E, on the section line between sections 15 & 16, 1482.5 feet; thence S89-50W, 1322.25 feet; to the center line of Tully Road (40 feet wide); thence South along said center line, 532.5 feet to the true point of beginning; thence N89-30E, 605 feet; thence north 195 feet; thence S89-30W, 605 feet to the center line of Tully Road; thence south along said center line, 195 feet to the point of beginning and also known as Assessor's Parcel Number 23-61-68, Stanislaus County, California.	1561

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Cimarron No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Cimmaron No. 1 Subdivision.	6910
Cimarron No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Cimmaron No. 2 Subdivision.	6962
Claremont Meadows	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets North of Christoffersen Parkway, west of Kilroy Road and east of North Tegner Road included in Claremont Meadow, a subdivision of Assessor's Parcel Number 87-04-14, County of Stanislaus, State of California.	3091
Colorado Springs	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way to Colorado Springs, a subdivision of Assessor's Parcel Number 072-040-031, County of Stanislaus, City of Turlock.	6973
Cottage Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Cottage Park Subdivision.	0630

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Countryside Estates No.1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Tuolumne Road west of Tully Road and north of Fulkerth Road, included in the Countryside Estates Subdivision.	2746
Countryside Estates No.2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Tuolumne Road west of Tully Road and north of Fulkerth Road, included in the Countryside Estates No. 2 Subdivision.	2764
Countryside No.3 & PM 01-08	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Tuolumne Road west of Tully Road and north of Fulkerth Road, included in Countryside Estates #3 Subdivision, a subdivision of Assessor's Parcel Number 23-15-04 & 05, Stanislaus County, California.	2899
Countryside No.4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Tuolumne Road west of Tully Road and north of Fulkerth Road, included in Countryside Estates #4 Subdivision, a subdivision of Assessor's Parcel Number 23-15-04, Stanislaus County, California.	6354

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Countryside Plaza	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Fulkerth Road, between Tully Road and U.S. Highway 99, included in the Countryside Plaza Subdivision.	1782
Crowell	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, adjacent to or within the public right of way, street lighting, improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed “Crowell” subdivision, more particularly described with the subdivision map. “Crowell” is a subdivision of Assessor's Parcel Number 071-002-012 in Stanislaus County, California	22-028
Danielle Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Christoffersen Parkway, west of North Olive Avenue east of Fosberg Road included in the Danielle Estates Subdivision.	6686
Danielle Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Danielle Estates No. 2 Subdivision.	6860

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
De La Motte for Palermo	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the De La Motte for Palermo Subdivision.	6942
Del's Lane Townhomes	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Del's Lane Townhomes.	7062
Delta National Bank	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Fullerton Road and east of Geer Road.	2722
Dewar Estates No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Roberts Road, west of Kilroy Road, and east of Mountain View Road included in Dewar Estates No. 1, a subdivision of Assessor's Parcel Number 87-04-53 County of Stanislaus, State of California.	3032
Dewar Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Roberts Road, west of Kilroy Road, and east of Mountain View Road included in Dewar Estates No. 2, a subdivision of Assessor's Parcel Number 87-04-53 County of Stanislaus, State of California.	6641

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Dewar Estates No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Roberts Road, west of Walnut Road, and east of Mountain View Road included in the Dewar Estates No. 3 Subdivision.	3149
Dianne Business Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Dianne Business Park.	7043
Dust Bowl Brewery	The maintenance and replacement of street trees, plants, vegetation, and sprinkler systems, rear yard wall adjacent to or within the public right-of-way, street lighting, streets, improvements, drainage facilities and appurtenances adjacent to or within the public right-of-way in the streets included along the frontage of the “Dust Bowl Brewery”, a development of those certain parcels of land identified by the County Assessor as Assessor’s Parcel Number(s) 088-019-024, 025, County of Stanislaus, State of California.	15-35
Dutch Bros	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed PM 21-01 “Dutch Bros” development, more particularly described with the development plans. “Dutch Bros” is a development of Assessor's Parcel Number 061-041-015, 016, in Stanislaus County, California.	21-005

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Eastbrook Estates	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Eastbrook Estates," a subdivision of the east half of the south half of the southwest 1/4 of the southwest 1/4 of section 13, T-5-S, R-10-E, M.D.B &M., and also known as Assessor's Parcel Number 51-39-41, Stanislaus County, California.	1169
Elizabeth Court	The maintenance and replacement of street lighting and storm drainage systems, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Elizabeth Court," being a subdivision of lot 4 of Collage Park Subdivision (23-M-48) lying in the Northwest 1/4 of section 10, T-5-S, R-10-E, M.D.M.; and also known as Assessor's Parcel Number 71-34-88, Stanislaus County, California.	1463
Enterprise Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, and appurtenances adjacent to or within the public right of way in the streets included in Enterprise Park, a subdivision of Assessor’s Parcel Number 044-017-051, County of Stanislaus, State of California.	7061
Fairbanks Ranch	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed “Fairbanks Ranch” subdivision, more particularly described with the subdivision map. “Fairbanks Ranch” subdivision of Assessor’s Parcel Number 073-013-003 in Stanislaus County, California.	14-73

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Ferreira Ranch Estates No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of Geer Road, included in the Ferreira Ranch Estates No. 1 Subdivision.	2800
Ferreira Ranch Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of Geer Road, included in the Ferreira Ranch Estates No. 2 Subdivision.	6251
Ferreira Ranch Estates No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of Geer Road, included in the Ferreira Ranch Estates No. 3 Subdivision.	6316
Ferreira Ranch Estates No. 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of Geer Road, included in the Ferreira Ranch Estates No. 4 Subdivision.	6400
Ferreira Ranch No.5	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road and west of Geer Road, included in Ferreira Ranch Estates #5 subdivision a subdivision of Assessor's Parcel Number 71-03-14, Stanislaus County, California.	6422

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Festival	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of W. Tuolumne Road, west of Golden State Blvd., and east of Highway 99 included in Festival Subdivision, a subdivision of Assessor's Parcel Number 88-02-38, County of Stanislaus, California.	3120
Fifth Street Community	The maintenance and replacement of street lighting and street improvements adjacent to or within the public right of way, along the proposed "Fifth Street Community" subdivision, more particularly described with the subdivision map. The "Fifth Street Community" is a subdivision of Assessor's Parcel Numbers 043-059-027 and 043-016-005 in Stanislaus County, California.	21-006
Forest Oak Estates	The maintenance and replacement of street lighting and storm drainage systems, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Forest Oak Estates," a subdivision of the east 1/2 of the south 1/2 of the east 1/2 of lot 5 of Crane Brothers subdivision, as shown on map filed in book 1 of maps at page 56, , Stanislaus County Recorders, Stanislaus County, excepting therefrom the east 190 feet of the south 85 feet as measured from the centerline of Berkeley Avenue, in portion SE 1/4, in Section 11, Township 5 South, Range 10 east Mount Diablo Base and Meridian, Turlock, California and also known as Assessor's Parcel Number 72-39-17 , Stanislaus County, California.	1666

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Forest Oaks Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Carleton Drive, west of Berkeley Avenue, included in the Forest Oak Estates No. 2 Subdivision.	2984
FQC 1347 N Palm St	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, drainage facilities, and appurtenances adjacent to or within the public right of way in the streets of the FQC Subdivision.	20-029
Freitas Business Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Montana Avenue Industrial Park.	6752
Gabrielle Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Gabrielle Estates Subdivision.	3173
Gemstone Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Monte Vista Avenue, between Berkeley Avenue and Quincy, included in Gemstone Estates Subdivision.	2613

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Gerald Court Estates	The maintenance and replacement of street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the map of Gerald Court Estates, a subdivision of Lot 9 of Block 3803 of Monte Vista Gardens No. 4 as shown in volume 25 of Maps, page 88, Stanislaus County, lying in the southwest quarter of Section 2, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, City of Turlock, State of California, and also known as Assessor's Parcel Number 73-44-22, County of Stanislaus, State of California.	2714
Glenwood Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of East Glenwood, east of Lander Avenue, and south of East Linwood Road included in the Glenwood Park Subdivision.	3159
Health & Wellness Center	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Health & Wellness Center.	0613
Heartland Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north and east of Zeering Road, between North Olive Avenue and Colorado Avenue, included in the Heartland Estates Unit 1 Subdivision	1495

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Heirlooms No.1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Roberts Road, west of Kilroy Road, and east of Mountain View Road included in Heirloom No. 1, a subdivision of Assessor's Parcel Number 87-04-06, County of Stanislaus, State of California.	2941
Heirlooms No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Roberts Road, west of Kilroy Road, and east of Mountain View Road included in Heirloom No. 1, a subdivision of Assessor's Parcel Number 87-04-06, County of Stanislaus, State of California.	6640
Heirlooms No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Roberts Road, west of Kilroy Road, and east of Mountain View Road included in the Heirlooms No. 3 Subdivision.	6729
Hervey Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Christoffersen Parkway, between Kilroy Road and Mountain View Road, included in the Hervey Estates Subdivision	2924

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Hilmar Cheese	The maintenance and replacement of street trees, plants, vegetation, and sprinkler systems, rear yard wall adjacent to or within the public right-of-way, street lighting, streets, improvements, drainage facilities and appurtenances adjacent to or within the public right-of-way in the streets included along the frontage of the “Hilmar Cheese” development identified by the County Assessor as Assessor’s Parcel Number 089-010-021, County of Stanislaus, State of California.	15-33
Hollis Manor	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Hollis Manor," filed for record on March 9, 1988, in Volume 32 of Maps at Page 71, Office of the Recorder of Stanislaus County.	1070
Huntington Estates No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south east of "F" Street, north east of 5th Street, north of Linwood Avenue included in the Huntington Estates No. 1 Subdivision.	6538
Huntington Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south east of "F" Street, north east of 5th Street, north of Linwood Avenue included in the Huntington Estates No. 2 Subdivision.	664

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
J & R Investments	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the J & R Investments.	6953
Jessica's House	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, street improvements, drainage facilities and appurtenances adjacent to or within the public right of way in the streets included along the frontage of Jessica's House.	20-016
Johnson Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Springer Drive east of North Walnut Road, included in the Johnson Estates Subdivision.	3101
Kandola	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Kandola Subdivision.	6879
Karampoor	The maintenance and replacement of street improvements and minor drainage facilities and appurtenances, adjacent to or within the public right of way, in the street of the proposed "Karampoor" development, more particularly described with the development plans. "Karampoor" is a development of Assessor's Parcel Number 044-017-054 in Stanislaus County, California.	23-003

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Kensington Estates	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Kensington Estates," a subdivision of the east 1/2 of the west 1/2 of lot 66 of the Elmwood Colony subdivision, as shown on map filed in book 2 of maps at page 13, Stanislaus County Recorders, Stanislaus County, in Section 12, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, Turlock, California and also known as Assessor's Parcel Number 73-12-06, Stanislaus County, California.	1770
Kirkwood Estates, Unit No. 3	The maintenance and replacement of street lighting and storm drainage systems, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Kirkwood Estates, Unit #3," a subdivision of lot 55 of Kirkwood Estates No. 2, as shown on map filed in book 32 of maps at page 44, Stanislaus County, in Section 26, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, Turlock, California and also known as Assessor's Parcel number 44-59-55, Stanislaus County, California.	1697
Lauren Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way on Tuolumne Road, west of Tully Road, and north of Fulkerth Road included in **Lauren Estates**, a subdivision of Assessor's Parcel No. 88-10-17 County of Stanislaus, State of California.	6529

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Lauren Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, and appurtenances adjacent to or within the public right of way in the streets south of Tuolumne Road, west of Tully Road, and north of Fulkerth Road included in Lauren Estates No. 2, a subdivision of Assessor's Parcel Number 88-10-17 County of Stanislaus, State of California.	6648
Lauren Estates No. 3 & 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Lauren Estates No. 3 Subdivision.	6926
Legends No. 1 & No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Tuolumne and east of Berkeley Avenue, included in the Legends 1&2 Subdivision.	2260
Legends No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Tuolumne, east of Berkeley Avenue, west of Quincy Road, included in the Legends 3 Subdivision.	2641
Legends No. 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Tuolumne, east of Berkeley Avenue, west of Quincy Road, included in the Legends 4 Subdivision.	2681

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Legends No. 6	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Monte Vista, east of Berkeley Avenue, included in the Legends 6 Subdivision.	6336
Legends No. 7	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Monte Vista Avenue, east of Berkeley Avenue included in Legends No. 7 a subdivision of Assessor's Parcel Number 73-10-06, County of Stanislaus, State of California.	6066
Legends North No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Legends North No. 1 Subdivision.	6919
Legends North No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Legends North No. 2 Subdivision.	6968
Legends North No.4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Legends North #4 Subdivision.	7022

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Les Chateaux	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the proposed “Les Chateaux” subdivision, more particularly described with the subdivision map. “Les Chateaux” is a subdivision of Assessor’s Parcel Number 073-013-004 in Stanislaus County, California.	14-76
Lewis Street Manor	The maintenance and replacement of street lighting, street improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the map of Lewis Street Manor, a subdivision of a portion of the Dakota Territory, Stanislaus County, in Section 22, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, Turlock, California and also known as Assessor's Parcel Number 50-18-16, County of Stanislaus, State of California.	2599
Lewis Terrace Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Lewis Terrace Estates Subdivision.	3084
Liberty Industrial Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Liberty Industrial Park	6804

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Linwood No.3 (Glenwood Est.)	The maintenance and replacement of street lighting and storm drainage systems, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Glenwood Estates," a subdivision of all that portion of the Casey Colony, as shown on map filed in book 2 of maps at page 19, more particularly described as follows: The south 220 feet (measured from the centerline of Glenwood Avenue) and south half of lot 2, excepting therefrom the south 175 feet of the west 125 feet (measured from the centerline of Glenwood Avenue) and parcels 1, 2, and 3 as shown on book 2 of parcel maps at page 110, Stanislaus County Recorder, Stanislaus County, in Section 26, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, Turlock, California and also known as Assessor's Parcel Number 44-24-09 and 44-24-16, Stanislaus County, California.	1796
Linwood Estates No. 1 & 2	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Country Homes Estates," a subdivision of the North 1/2 of lot 2 and the North 1/2 of lot 3 of Casey Colony, as shown on map filed in book 2 of maps at page 19, Stanislaus County Recorder's Office, Stanislaus County, being a Portion of the NE 1/4, in Section 26, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, Turlock, California and also known as Assessor's Parcel Number 44-24-02, 44-24-03, 44-24-36, 44-24-37, & 44-24-38, Stanislaus County, California.	1384

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Makoor Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets east of Geer Road in Fullerton Drive, included in Makoor Estates, a subdivision of Assessor’s Parcel Number 72-57-54, County of Stanislaus, City of Turlock.	3035
McDonald Manor	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of McDonald Manor," being a subdivision of Lot 6 of Erickson's Subdivision (3-M-01) lying in the Southeast 1/4 of Section 22, T.5S., R.10E., M.D.M., Turlock, California, and also known as Assessor's Parcel Number 50-16-04 and 50-16-05, Stanislaus County, California.	1629
Milestone	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Milestone Subdivision.	6906
Montana Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Montana Estates Subdivision.	7053

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Monte Verde	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of “Monte Verde” subdivision, a development of that certain parcel of land identified by the County Assessor as Assessor’s Parcel Number 088-027-001, County of Stanislaus, State of California.	14-21
Monte Vista Crossings	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Monte Vista Avenue, north of Tuolumne Road, between Golden State Blvd and U.S. Highway 99, included in the Monte Vista Crossings Subdivision.	6308
Monte Vista Crossings North	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Monte Vista Avenue, between Golden State Blvd and U.S. Highway 99, included in the Monte Vista Crossing North Subdivision, a subdivision of Assessor’s Parcel Number 87-04-18 & 20 & 87-03-24, Stanislaus County, California.	6481
Monte Vista Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Monte Vista Avenue west of Walnut Avenue and east of Golden State Blvd., included in the Monte Vista Estates Subdivision.	2678

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Monte Vista Manor	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems and rear yard wall adjacent to or within the public right-of-way on the south side of Monte Vista Avenue between Colorado Avenue and Berkeley Avenue.	1247
Monte Vista Village	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Monte Vista Avenue west of Walnut Avenue and East of Golden State Blvd., included in the Monte Vista Village Subdivision.	2487
Mooneyham Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Tuolumne Road, west of Quincy Road, east of Berkeley Avenue included in the Mooneyham Estates Subdivision.	3061
North Berkeley Estates	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of North Berkeley Estates," filed for record on February 4, 1988, in Volume 32 of Maps at Page 64, office of the Recorder of Stanislaus County.	1109
North Olive Estates No. 3 & 4	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of North Olive Estates No. 4," a subdivision of the "Remainder Area" shown on the map of North Olive Estates No. 3 recorded in Volume 32 of Maps at Page 61 Stanislaus County, California and also known as Assessor's Parcel Number 72-52-65.	1203

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Northern Sunrise Estates No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Fosberg Road, included in the Northern Sunrise Estates No. 1 Subdivision, Stanislaus County, California	2332
Northern Sunrise Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Fosberg Road, included in Northern Sunrise Estates No. 2 Subdivision.	2717
Northern Sunrise Estates No. 2A	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Fosberg Road, included in the Northern Sunrise Estates No. 2A Subdivision.	2847
Northern Sunrise Estates No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Fosberg Road, included in the Northern Sunrise Estates No. 3 Subdivision.	2738

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Northern Sunrise Estates Phase No. 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Fosberg Road, included in Northern Sunrise Estates No. 4 Subdivision.	6281
Northlock Industrial Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Northlock Industrial Park.	7023
Northview Meadows No. 2	The maintenance and replacement of street lighting, storm drainage facilities, improvements, and appurtenances adjacent to or within the public right of way in the streets north of West Zeering Road, between North Walnut Road and Crowell Road, included in the Northview Meadows Subdivision.	1487
Northview Meadows No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting systems, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Christoffersen Parkway east of Crowell Road and south of Springer Drive west of McKenna Drive, included in the Northview Meadows #3 Subdivision.	2259
Oak Park	The maintenance and replacement of street lighting, storm drainage systems, improvements and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Oak Park Map," consisting of Parcel "A," "B," and "C," of Assessor's Parcel Number 23-15-34 as shown in Book 40 of Parcel Map at Page 29, recorded December 18, 1987, at the Stanislaus County Recorder's Office, Stanislaus County, California.	1323

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Old Vineyard	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Zeering Road, between Geer Road and Fosberg Road, included in the Old Vineyard Subdivision.	1302
Oleander Gardens	The maintenance and replacement of street lighting, storm drainage systems, improvements and appurtenances adjacent to or within the public right of way in the streets as located within the Oleander Gardens tentative subdivision map described as follows: Being a subdivision of a portion of Denair Land and Development Company's Colony No. 4 Subdivision, lying in Section 24, T. 5 S., R. 10 E., M.D.M., City of Turlock, and also known as Assessor's Parcel Number 43-30-75, County of Stanislaus, State of California.	1489
Olive Grove Manor	The maintenance and replacement of shrubs, trees, plants, vegetation, sprinkler systems, ground cover and rear yard fence adjacent to or within the public right-of-way on the Olive Avenue and Hawkeye Avenue frontages of Lots 19 through 32 of Olive Grove Manor as shown on the plan on file in the office of the City Engineer.	0796
Ormi	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in Monte Vista Avenue, east of Golden State Blvd., Assessor's Parcel Number 88-02-57, County of Stanislaus, California.	6494

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Pereira No.'s 1 & 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Pereira No. 1 & 2 Subdivision.	6634
Pereira No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Pereira No. 3 subdivision.	6759
Pinecrest Estates No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of East Avenue, between Berkeley Avenue and Johnson Road, included in Pinecrest Estates Subdivision.	2483
Pinecrest Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of East Avenue, between Berkeley Avenue and Johnson Road, included in Pinecrest Estates No. 2 Subdivision.	2712
Pinecrest Estates No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Brier Road, between Berkeley Avenue and Johnson Road, included in Pinecrest Estates No. 3 Subdivision.	2702

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Pineridge Place	The maintenance and replacement of street lighting, storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Pineridge Place," a subdivision of the "Remainder" parcel as shown in Book 40 of Parcel Maps at Page 67, recorded March 10, 1988, in Stanislaus County, California.	1273
Pleasant Valley Estates	The maintenance and replacement of street lighting, storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Pleasant Valley Estates," a subdivision of all that portion of Section 12, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, Turlock, California. More particularly described as follows: The west 295.66 feet of lot 71 of the Elmwood Colony as shown on Volume 2 of Maps at Page 13, Stanislaus County Records and also known as Assessor's Parcel Number 73-16-05 Stanislaus County, California.	1788
PM 97-07 Kennedy/King, PM 03-11,PM 04-06 Blue Diamond	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Monte Vista Avenue, west of U.S. Highway 99, included in the Parcel Map 97-07 Subdivision.	2771
PM 99-05 L & M Industrial Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of West Main Street, north of Linwood Avenue between Kilroy Road and Walnut Road, included in the L & M Industrial Park Subdivision.	6340

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
PM 00-03 (Sondeno/Starkweather)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Monte Vista Avenue and east of SR99 included in Parcel Map 00-03, a division of Assessor's Parcel Number 23-11-23, County of Stanislaus, State of California.	6403
PM 03-08 Southern Belle Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Tuolumne Road, east of Quincy Road, included in the Southern Belle Estates Subdivision.	6735
PM 04-02 College Plaza	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of College Plaza Subdivision.	6868
PM 04-05 Valley Ventures	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Valley Ventures PM 04-05.	6877
PM 04-09 William Gwin	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of William Gwin, PM 04-09.	6890

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
PM 05-01 (Emanuel)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the PM 05-01 (Emanuel).	6979
PM 05-03 (Byung)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the PM 05-03 (Byung).	6985
PM 05-07 (Hawkeye Shopping Center)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the PM 05-07 (Hawkeye Shopping Center).	7016
PM 05-09 (Lewis)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the PM 05-09 (Lewis, Geer & Pedras).	7019
PM 05-12 Heritage Homes	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the PM 05-12 Heritage Homes Subdivision.	7025
PM 07-06 Kevin Berger	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the PM 07-06 Kevin Berger.	0747

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
PM 11-04 Avena Bella	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included in Parcel Map 11-04 (Avena Bella), a development of Assessor's Parcel Number 044-064-04, County of Stanislaus, City of Turlock.	11-04
PM 12-01 Moline	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets included in Parcel Map 12-01, a subdivision of Assessor's Parcel Number 072-023-062.	12-33
PM 13-01 Sutter Gould	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included in the Sutter Gould Medical Foundation, a development of Assessor's Parcel Numbers 087-030-001, 002, County of Stanislaus, City of Turlock.	13-45
PM 14-02 Doo	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way on Tuolumne Blvd in the street east of N Berkeley Avenue and west of Carmichael Way included in Parcel Map 14-02 (Doo) a subdivision of Assessor's Parcel Number 073-036-062, County of Stanislaus, City of Turlock.	14-47

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
PM 17-02 Turlock Corners LLC	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of Parcel Map 17-02, “Turlock Corners LLC” a development of that certain parcel of land identified by the County Assessor as Assessor’s Parcel Number 088-010-053, County of Stanislaus, State of California.	17-63
PM 17-03 Scott Development	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of Parcel Map 17-03, a development of that certain parcel of land identified by the County Assessor as Assessor’s Parcel Number 071-015-009, County of Stanislaus, State of California.	17-64
PM 17-04 Kuo Development	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of Parcel Map 17-04, a development of that certain parcel of land identified by the County Assessor as Assessor’s Parcel Number 071-041-011, County of Stanislaus, State of California.	17-65

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
PM 17-05 680 D St LLC	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of Parcel Map 17-05, a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 043-018-013, County of Stanislaus, State of California.	17-67
PM 18-01 Nazmi Development	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of Parcel Map 18-01 "Nazmi", a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 050-005-020, County of Stanislaus, State of California.	18-23
PM 18-02 Castle	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of Parcel Map 18-02 Castle, a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 050-018-025, County of Stanislaus, State of California.	18-47

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
PM 19-01 Warrior Crossing	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed “Warrior Crossing” subdivision, more particularly described with the subdivision map. Warrior Crossing is a subdivision of Assessor’s Parcel Number 071-004-012 in Stanislaus County, California.	19-22
PM 21-03 Bright	The maintenance and replacement of street trees, plants, vegetation, and sprinkler systems in the median strip along Fulkerth Road; and street improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed “Parcel Map 21-03 Bright” development, more particularly described with the parcel map. “Parcel Map 21-03 Bright” is a development of Assessor's Parcel Number 088-010-037 in Stanislaus County, California.	21-019
PM 21-05 Hackler	The maintenance and replacement of street lighting, street maintenance, improvements, adjacent to or within the public right of way, in the streets of the proposed “Parcel Map 21-05 Hackler” development, more particularly described with the Parcel Map. “Parcel Map 21-05 Hackler” is a development of Assessor's Parcel Numbers 073-014-054 and 073-014-055 in Stanislaus County, California.	21-024
Potter’s Landing	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed “Potter’s Landing” subdivision, more particularly described with the subdivision map. Potter’s Landing is a subdivision of Assessor’s Parcel Number 072-032-005 in Stanislaus County, California.	14-57

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Project Hornet	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed “Project Hornet” development, more particularly described with the development plans. “Project Hornet” is a development of Assessor's Parcel Number 089-001-017, in Stanislaus County, California.	20-045
Promenade	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Springer Drive west of Crowell Road, included in the Promenade Subdivision.	2768
Rhodes Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Christoffersen and east of Kilroy Road, included in the Rhodes Estates Subdivision.	2986
Rolling Hills	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of West Zeering Road, between North Walnut Road and Crowell Road, included in the Rolling Hills Subdivision.	1435
Rose Classics at Voumard Ranch	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Rose Classics at Voumard Ranch Subdivision.	6909

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Rose Cottage	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets east of Crowell Road, north of Christoffersen Parkway and west of Piccadilly Lane included in **Rose Cottage**, a subdivision of Assessor's Parcel Number 71-03-21, County of Stanislaus, State of California.	6523
Rose Cottage No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets east of Crowell Road, north of Christoffersen Parkway and east of Piccadilly Lane included in Rose Cottage, a subdivision of Assessor's Parcel Number 71-03-05, County of Stanislaus, State of California.	6590
Rose Cottage No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets east of Crowell Road, north of Christoffersen Parkway and east of Piccadilly Lane, included in the Rose Cottage No. 3 Subdivision, Assessor's Parcel Number 71-03-02, County of Stanislaus, State of California.	6696
Rose Walk No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, east of N. Kilroy Road, and north of Christoffersen Parkway included in Rose Walk No. 1 a subdivision of Assessor's Parcel Number 87-02-05 and 06, County of Stanislaus, State of California.	6633

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Rose Walk No. 2, 3, & 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Rose Walk No. 2, 3, & 4 Subdivision.	6700
Rosewalk No. 5	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, east of N. Kilroy Road, and north of Christoffersen Pkwy included in the Rose Walk No. 5 Subdivision.	6693
Royal Oaks	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Royal Oaks," a subdivision of a portion of the northeast quarter of the southwest quarter of Section 9, T.5S., R.10E., MDBM, as shown in Book 17 of Surveys at Page 19 and also known as Assessor’s Parcel Number 23-15-33, Stanislaus County, California.	1110
Shergill	The maintenance and replacement of street lighting, streets, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed “Shergill” development, more particularly described with the development plans. “Shergill” is a development of Assessor's Parcel Number 044-010-011 in Stanislaus County, California.	23-012

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Sierra Oaks Apartments	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Sierra Oaks Apartments.	0649
Silverado Heights	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Elmwood Colony," a subdivision of the west 344.50 feet of Lot 72 of the Elmwood Colony, 2-M-13 in Section 12, Township 5 South, Range 10 East, Mount Diablo Meridian, Turlock, California, and also known as Assessor's Parcel Number 73-19.02, Stanislaus County, California.	1512
Sondeno/Denny's/Jack-in-the-Box	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems within the public right of way in Lander Avenue, included in the Sondeno, Denny's and Jack- In-The Box Parcel Map.	1950
Starbucks	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed "Starbucks" development, more particularly described with the development plans. "Starbucks" is a development of Assessor's Parcel Number 042-009-038, 039 in Stanislaus County, California.	21-028

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Sterling Oaks No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Christoffersen Parkway, between Kilroy Road and Walnut Road, included in the Sterling Oaks No. 1 Subdivision.	6342
Sterling Oaks No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Christoffersen Parkway, between Kilroy Road and Walnut Road, included in the Sterling Oaks #2 Subdivision.	6437
Sterling Oaks No. 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Christoffersen Parkway, west of Kilroy Road, and east of North Tegner Road included in the Sterling Oaks 4 Subdivision, a subdivision of Assessor's Parcel Number 87-02-01 & 02, Stanislaus County, California.	6625
Sterling Oaks No. 5	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Christoffersen Parkway, west of Kilroy Road, and east of North Tegner Road included in the Sterling Oaks No. 5 Subdivision.	6652

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Sterling Oaks No. 6	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Sterling Oaks No. 6 Subdivision.	6721
Stonridge	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Stonridge," a subdivision of the west 285 feet of the north half of the east half of Lot 7 of the Crane Brothers Subdivision recorded in Volume 1 of Maps at Page 56 and also known as the west 285 feet of Assessor's Parcel Number 72-40-32, Stanislaus County, California.	1376
Summer Faire	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Summer Faire," a subdivision of the north half of the northwest 1/4 of Section 15, T.5.S., R.10E., M.D.B. &M., also known as Assessor's Parcel Number 42-01-1, 2 and 3, Stanislaus County, City of Turlock.	1144
Summerfield	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Summerfield Subdivision.	6908
Sun Ridge South	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between Geer Road and Fosberg Road, included in the Sun Ridge South Subdivision.	1695

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Superstore	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, street improvements, drainage facilities and appurtenances adjacent to or within the public right of way in the streets of the Superstore Industries.	19-25
Swan Park Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements and appurtenances adjacent to or within the public right of way in the streets west of Quincy Road, between Tuolumne Road and Monte Vista Avenue, included in the Swan Park Estates Subdivision.	2297
Taco Bell	The maintenance and replacement of street trees, plants, vegetation, and sprinkler systems, rear yard wall adjacent to or within the public right-of-way, street lighting, streets, improvements, drainage facilities and appurtenances adjacent to or within the public right-of-way in the streets included along the frontage of the “Taco Bell”, a development of that certain parcel of land identified by the County Assessor as Assessor’s Parcel Number(s) 087-030-008, County of Stanislaus, State of California.	15-34
Tamimi	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right-of-way in the streets included along the frontage of Monte Vista Avenue, East of North Olive Avenue, Assessor’s Parcel Number 72-45-36, Stanislaus County, California.	6487

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
The Classics	The maintenance and replacement of street trees, plants, vegetation, and sprinkler systems, rear yard wall adjacent to or within the public right-of-way, street lighting, streets, improvements, drainage facilities, and appurtenances adjacent to or within the public right-of-way in the streets along the frontage of "The Classics" subdivision, a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number(s) 073-015-001. County of Stanislaus, State of California.	16-78
The Estates at Voumard Ranch	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Estates at Voumard Ranch Subdivision.	6934
Thorsen Estates No.2	The maintenance and replacement of street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way on W. Tuolumne Road and in the street south of W. Tuolumne road and east of N. Walnut Road included in Thorsen Estates No. 2 a subdivision of Assessor's Parcel Number 071-011-036, County of Stanislaus, City of Turlock.	1828
Tiffany Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets included in the Tiffany Park Subdivision, a subdivision of Assessor's Parcel Numbers 072-045-031, 072-045-032, & 072-045-033, County of Stanislaus, City of Turlock.	6874

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Traditions No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of McKenna Drive and east of Crowell Road, included in the Traditions No. 1 Subdivision.	2726
Traditions No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of McKenna Drive and east of Crowell Road, included in the Traditions No. 2 Subdivision.	2820
Traditions No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of McKenna Drive and east of Crowell Road, included in the Traditions No. 3 Subdivision.	6277
Traditions No. 4 & 5	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, east of North Walnut Road, and west of Crowell Road included in Traditions 4 & 5, a subdivision of Assessor's Parcel Number 71-01-09, County of Stanislaus, State of California.	3103

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Tuolumne East Estates	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of ways in the streets encompassed by "Tuolumne East Estates", a subdivision of Parcels A and B shown in Book 3 of Parcel Maps at Page 94, filed June 19, 1967, Office of the Recorder of Stanislaus County, California.	1148
Turlock 99 Business Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Turlock 99 Business Park.	6993
Turlock Auto Plaza	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Fulkerth, east of Tegner Road, west of Highway 99, included in the Turlock Auto Plaza.	2690
Turlock Dental Care	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the frontage streets of Turlock Dental Care.	20-020
Turlock Multi-Family	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, street improvements, drainage facilities and appurtenances adjacent to or within the public right of way in the streets north of Vermont Street, east of Soderquist Road, west of West Avenue included in the Turlock Multi-Family Subdivision.	6644

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Turlock Park Villas (Commercial)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, and appurtenances adjacent to or within the public right of way on in the streets included in Turlock Park Villas, a subdivision of Assessor's Parcel Number 087-001-026, County of Stanislaus, State of California.	7044
Turlock Park Villas (Residential)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, and appurtenances adjacent to or within the public right of way on in the streets included in Turlock Park Villas, a subdivision of Assessor's Parcel Number 087-001-026, County of Stanislaus, State of California.	7044
Turlock Self Storage	The maintenance and replacement of street lighting, road improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, along the proposed "Turlock Self Storage" development, more particularly described with the development plans. "Turlock Self Storage" is a development of Assessor's Parcel Number 089-013-002 in Stanislaus County, California.	22-027
Turlock Village	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Turlock Village Subdivision.	7003

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Turlock Walnut Company	The maintenance and replacement of street trees, plants, vegetation, and sprinkler systems, rear yard wall adjacent to or within the public right-of-way, street lighting, streets, improvements, drainage facilities and appurtenances adjacent to or within the public right-of-way in the streets included along the frontage of the “Turlock Walnut Company”, a development of that certain parcel of land identified by the County Assessor as Assessor’s Parcel Number 043-048-012, County of Stanislaus, State of California.	17-39
US Cold Storage	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets included in U.S. Cold Storage.	0857
Valley Milk	The maintenance and replacement of street trees, plants, vegetation, and sprinkler systems, rear yard wall adjacent to or within the public right-of-way, street lighting, streets, improvements, drainage facilities and appurtenances adjacent to or within the public right-of-way in the streets included along the frontage of “Valley Milk”, a development of that certain parcel of land identified by the County Assessor as Assessor’s Parcel Number 089-010-023, County of Stanislaus, State of California.	17-37
Vasconcellos Estates	The maintenance and replacement of street lighting and storm drainage systems, improvements, and appurtenances adjacent to or within the public right of ways in the streets encompassed by the "Map of Vasconcellos Estates," a subdivision consisting of Lots 1 through 26, inclusive, filed for record on January 29, 1988, in Volume 32 of Maps at page 60, Office of the Recorder of Stanislaus County.	1149

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Ventana	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Ventana Subdivision.	6907
Venture Park	The maintenance and replacement of street lighting, storm drainage systems, improvements, and appurtenances adjacent to or within the public right of ways in the streets encompassed by the "Map of Venture Park," a subdivision of a portion of the southwest quarter of the southwest quarter of Section 22, T.5S., R.10E., M.D.M., as shown in Book 25 of Surveys at Page 66, Turlock, California and also known as Assessor's Parcel Numbers 050-006-020 and 050-006-029, Stanislaus County, California.	1556
Vermont Villas	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Vermont Villas Subdivision.	6975
Villagio (Baptista)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Villagio (Baptista) Subdivision.	7034
Villa Woods	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Villa Woods Subdivision.	1147

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
W Main / Walnut	The maintenance and replacement of street lighting, storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way on the north side of West Main Street between Walnut Avenue and 200 feet west and on the west side of Walnut Avenue and 200 feet north.	1245
Walnut Acres No. 2	The maintenance and replacement of street lighting, storm drainage systems, improvements, and appurtenances adjacent to or within the public right of way in the streets encompassed by the "Map of Walnut Acres No. 2," a subdivision of Lots 1, 2 and 3 as shown on the map of Walnut Acres Subdivision, 22-M-42, in Section 23, T.5S., R.10E., M.D.M., Turlock, California and also known as Assessor's Parcel Numbers 043-058-002, 043-058-003 and 043-058-004, Stanislaus County, California.	1494
Winter Haven	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets northeast of Four Seasons Drive, north of Monte Vista Avenue and West of Walnut Road, included in Winter Haven, a subdivision of Assessor's Parcel Numbers 087-004-045 and 087-008-057, Stanislaus County, California.	6405
Winter Haven No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets northeast of Four Seasons Drive, north of Monte Vista Avenue and west of Walnut Road, included in Winter Haven No. 2, a subdivision of Assessor's Parcel Numbers 087-004-045 and 087-008-057, Stanislaus County, California.	6501

Assessment District / Benefit Assessment Area	Legal Description	Subdivision Project No.
Wyndfair Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Hawkeye Avenue, between Quincy Road and Waring Road, included in Wyndfair Estates Subdivision.	2493

City Council Staff Report

July 28, 2026

From: Christopher Fisher, Municipal Services Director
Prepared by: Fred Pezeshk, P.E., Roads Program Manager
Agendized by: John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 23-067 “Mark Thomas Task Order No. 3 for Roads Program CIP Projects” (Bid Package 1) and authorizing the City Engineer to file a Notice of Completion

2. NARRATIVE:

On February 25, 2025, the City Council approved an agreement between the City of Turlock and United Pavement Maintenance, Inc., of Hughson, California, in the amount of $3,219,411.30 and a contingency amount of $322,000.00 for the construction of Bid Package 1 for City Project No. 23-067 “Mark Thomas Task Order No. 3 for Roads Program CIP Projects."

Bid Package 1 provided for the rehabilitation of the following street sections:

City Project No. 23-067 Bid Package 1				
Street Name	**From**	**To**	**Length (ft)**	**District**
Gettysburg St.	Andre Ln.	Dels Ln.	1,046.00	4
Hughes Ct.	Gettysburg St.	North End	154.00	4
Andre Ln.	W. Tuolumne Ave.	W. Monte Vista Ave.	2,582.00	3 & 4
Troy Ct.	East End	Andre Ln.	200.00	3
Yvonne Ct.	East End	Andre Ln.	174.00	3
Torre Ct.	East End	Andre Ln.	167.00	3
Delta Ct.	East End	Andre Ln.	154.00	3
Curt Ct.	West End	Andre Ln.	230.00	4
Ledwith Ct.	Andre Ln.	West End	223.00	4
Tampa St.	Niagra St.	Andre Ln.	1,004.00	3
Regis St.	Geer Rd.	Niagra St.	518.00	3
Niagra St.	Regis St.	Monte Vista Ave.	853.00	3
TOTAL LENGTH (FT)			7,305.00	

The work consisted, in general, of full-depth reclamation of existing base, paving a new Hot Mix Asphalt pavement section, curb and gutter reconstruction, ADA ramp construction, adjustment of valve and manhole covers to grade, striping, and traffic control.

Subsequent to the approval of the agreement, several Contract Change Orders (CCOs) were approved in accordance with Resolution 2025-007 which authorizes the Director to approve

change orders up to 50% of the approved change order contingency and, also, authorizes the Director and City Manager to jointly approve change orders up to 100% of the approved change order contingency. A summary of the approved CCOs is attached.

	Amount	% of Original Contract	Approval Date
Original Contract	$ 3,219,411.30	-	February 25, 2025
CCO Net Amount	($ 116,656.31)	(3.63)	May 18, 2026
Adjusted Total Contract	$ 3,102,845.99		

Construction has been completed per the approved project plans and specifications. Contractor has now submitted all the required documentation and has agreed with the final quantities. Staff requests City Council approval to authorize the City Engineer to file a Notice of Completion. California Civil Code Section 9204 allows a public entity to record a Notice of Completion as signed and verified by its agent.

The Notice of Completion will establish July 28, 2026 as the official date of project completion and effectively limit the contractor's statutory time to file a claim on the project.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The final cost impact of the construction contract with United Pavement Maintenance, Inc. is $3,102,845.99 and will be funded by Fund 218 "Measure L", account number 218-40-461.51270.

Appropriate funds have been allocated during Fiscal Year 2026-27 budget process to cover these costs.

4. ENVIRONMENTAL DETERMINATION:

On February 25, 2025, the City Council determined that this project was exempt from California Environmental Quality Act (CEQA) per Section 15301 (Existing Facilities) as this project involved negligible or no expansion of use of the existing facilities, and specifically no additional automobile lanes would be created by this project. The proposed action does not modify that determination; therefore, no additional determination is needed.

5. ALTERNATIVES:

A. City Council could choose to deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.

B. Provide staff with direction on how to proceed.

6. ATTACHMENTS:

1. Draft Notice of Completion (NOC)
2. Contract Change Order Summary

3. Final Quantities

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

NOTICE OF COMPLETION
CITY PROJECT NO. 23-067 BID PACKAGE 1
ROADS PROGRAM CIP

Notice is hereby given that work on the above-referenced project located on various locations in Turlock, California, was completed by the undersigned agency on July 28, 2026. The contractor of work is United Pavement Maintenance, Inc., 7017 Hughson Avenue, Hughson, California, 95326 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly, refer to said Project Number on all communications relating to this work.

Date: _____

_____
(Signature - William D. Morris, PE, PLS; City Engineer; Owner's Agent) City of Turlock

VERIFICATION

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

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

CITY OF TURLOCK

_____
William D. Morris, P.E., PLS
CITY ENGINEER
OWNER'S AGENT

Executed on _____, 2026 at Turlock, California, Stanislaus County

CONTRACT CHANGE ORDER (CCO) SUMMARY

City Project 23-067 Bid Package 1

CCO No.	CCO Description	Item Increase or Decrease	Force Account Amount	CCO Amount	Cumulative Total	Percent of Contingency	Approved By
1	Revised Plan Sheets	$0.00	$0.00	$0.00	$0.00	0.00%	Director
2	T Trench, DI, Class 2 AB	$10,019.82	$0.00	$10,019.82	$10,019.82	3.11%	Director
3	Full Depth HMA	$0.00	$0.00	$0.00	$10,019.82	3.11%	Director
4	Trees, Lawn, Side Walk	$20,723.07	$0.00	$20,723.07	$30,742.89	9.55%	Director
5	Balancing CCO, Asphalt Price Index, Delay Damages	-$147,308.20	$0.00	-$147,308.20	-$116,565.31	-36.20%	Director

TOTALS	-$116,565.31	$0.00	-$116,565.31

CITY OF TURLOCK

FINAL QUANTITIES

Project No. 23-067 Bid Package 1

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Potholes Existing Utilities	LS	$51,156.00	1.00	$51,156.00	1.00	$51,156.00	$0.00
2	Construction Funding Signs	EA	$1,800.00	5.00	$9,000.00	5.00	$9,000.00	$0.00
3	Traffic Control System	LS	$119,863.00	1.00	$119,863.00	1.00	$119,863.00	$0.00
4	Portable Changeable Message Sign	EA	$1,490.00	5.00	$7,450.00	5.00	$7,450.00	$0.00
5	Job Site Management	LS	$21,672.00	1.00	$21,672.00	1.00	$21,672.00	$0.00
6	Prepare Storm Water Pollution Prevention Plan	LS	$15,600.00	1.00	$15,600.00	1.00	$15,600.00	$0.00
7	Erosion and Dust Control BMPs	LS	$12,624.00	1.00	$12,624.00	1.00	$12,624.00	$0.00
8	Construction Staking	LS	$32,490.00	1.00	$32,490.00	1.00	$32,490.00	$0.00
9	Remove Concrete (Curb Ramp, Sidewalk, Valley Gutter, Curb & Gutter)	SY	$47.40	4183.35	$198,290.79	3990.00	$189,126.00	$9,164.79
10	Remove Concrete (Retaining Curb)	LF	$66.00	55.00	$3,630.00	55.00	$3,630.00	$0.00
11	Roadway Excavation (F)	CY	$20.00	1670.00	$33,400.00	1670.00	$33,400.00	$0.00
12	Aggregate Base (Class 2)	CY	$459.00	97.21	$44,619.39	100.00	$45,900.00	($1,280.61)
13	Full Depth Reclamation – Cement	SY	$8.80	22183.15	$195,211.72	24490.00	$215,512.00	($20,300.28)
14	Cement (Full Depth Reclamation - Cement)	TON	$236.00	265.30	$62,610.80	463.00	$109,268.00	($46,657.20)
15	Mix Design (Full Depth Reclamation - Cement)	LS	$30,000.00	1.00	$30,000.00	1.00	$30,000.00	$0.00
16	Hot Mix Asphalt (Type A)	TON	$117.52	7414.11	$871,306.21	7640.00	$897,852.80	($26,546.59)
17	Cold Plane AC Pavement (0.30’ Depth)	SY	$7.00	21545.74	$150,820.18	24490.00	$171,430.00	($20,609.82)
18	Minor Concrete (Curb and Gutter)	LF	$57.25	3607.68	$206,539.68	3310.00	$189,497.50	$17,042.18
19	Minor Concrete (Retaining Curb)	SF	$24.00	55.00	$1,320.00	55.00	$1,320.00	$0.00
20	Minor Concrete (Curb Ramp)	SF	$17.00	5035.56	$85,604.52	4690.00	$79,730.00	$5,874.52
21	Minor Concrete (Sidewalk)	SF	$14.00	14963.66	$209,491.24	16200.00	$226,800.00	($17,308.76)
22	Minor Concrete (Valley Gutter)	SF	$15.00	4670.46	$70,056.90	5240.00	$78,600.00	($8,543.10)
23	Minor Concrete (Driveway)	SF	$20.00	3506.42	$70,128.40	2400.00	$48,000.00	$22,128.40
24	Minor Concrete (Mailbox Pads)	SF	$19.00	32.00	$608.00	50.00	$950.00	($342.00)
25	Detectable Warning Surface (Truncated Domes)	SF	$26.00	585.00	$15,210.00	660.00	$17,160.00	($1,950.00)
26	Remove Inlet	EA	$1,325.00	2.00	$2,650.00	4.00	$5,300.00	($2,650.00)
27	Install Drainage Inlet (SD-3)	EA	$5,538.00	2.00	$11,076.00	4.00	$22,152.00	($11,076.00)
28	Reset Monument Cover to Grade	EA	$954.00	21.00	$20,034.00	19.00	$18,126.00	$1,908.00
29	Adjust Manhole Frame and Cover (Sewer)	EA	$1,232.00	48.00	$59,136.00	38.00	$46,816.00	$12,320.00
30	Adjust Manhole Frame and Cover (Storm Drain)	EA	$1,232.00	7.00	$8,624.00	5.00	$6,160.00	$2,464.00
31	Remove Water Valve	EA	$1,264.00	2.00	$2,528.00	2.00	$2,528.00	$0.00
32	Install B-16 Water Valve	EA	$3,665.00	2.00	$7,330.00	2.00	$7,330.00	$0.00
33	Adjust Frame and Cover to Grade (Water Valve)	EA	$983.00	70.00	$68,810.00	59.00	$57,997.00	$10,813.00

CITY OF TURLOCK

FINAL QUANTITIES

Project No. 23-067 Bid Package 1

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
34	Adjust Frame and Cover to Grade (Sewer Cleanout)	EA	$1,837.00	1.00	$1,837.00	1.00	$1,837.00	$0.00
35	Relocate Mailbox	EA	$722.00	2.00	$1,444.00	2.00	$1,444.00	$0.00
36	Roadside Sign – One Post	EA	$540.00	7.00	$3,780.00	7.00	$3,780.00	$0.00
37	Thermoplastic Traffic Stripe	LF	$4.80	5118.00	$24,566.40	5190.00	$24,912.00	($345.60)
38	Thermoplastic Pavement Markings	SF	$14.40	1740.00	$25,056.00	3085.00	$44,424.00	($19,368.00)
39	Video Sewer and Storm Drain	LS	$134,400.00	1.00	$134,400.00	1.00	$134,400.00	$0.00
40	Traffic Signal Modification (Regis St and Greer Rd)	LS	$152,400.00	1.00	$152,400.00	1.00	$152,400.00	$0.00
41	Mobilization	LS	$81,774.00	1.00	$81,774.00	1.00	$81,774.00	$0.00
	SUB-TOTAL CONTRAT ITEMS				**$3,124,148.23**		**$3,219,411.30**	**($95,263.07)**
CCO #	**CHANGE ORDERS (NOT INCLUDING ITEM INCREASE/DECREASE)**							
1	Revised Plan Sheets	N/A	$0.00	1.00	$0.00	0	$0.00	$0.00
2	T Trench, DI, Class 2 AB	LS	$10,019.82	1.00	$10,019.82	0	$0.00	$10,019.82
3	Full Depth HMA	N/A	$0.00	1.00	$0.00	0	$0.00	$0.00
4	Trees, Lawn, Sidewalk	LS	$20,723.07	1.00	$20,723.07	0	$0.00	$20,723.07
5	Balancing CCO (Included in Pay Quantities), Asphalt Price Index, Delay Damages	N/A	-$52,045.13	1.00	($52,045.13)	0	$0.00	($52,045.13)
	SUB-TOTAL CHANGE ORDER ITEMS				**($21,302.24)**	**$0.00**	**$0.00**	**($21,302.24)**
	TOTAL PROJECT				**$3,102,845.99**		**$3,219,411.30**	**($116,565.31)**

City Council Staff Report

July 28, 2026

From:	Isaac Moreno, Finance Director
Prepared by:	Isaac Moreno, Finance Director
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Goldfarb & Lipman LLP to provide housing legal services for a three (3)-year term, in an amount not to exceed $100,000

2. NARRATIVE:

The Housing Division administers multiple federally and state-funded programs, each with extensive federal and state requirements and regulatory guidelines. These programs require complex federal, state and local regulations, as well as the preparation and review of legal documents associated with housing activities.

The Housing Division requires specialized legal counsel to assist with the development, implementation, and administration of housing programs. Services may include review and preparation of loan agreements, regulatory agreements, deeds of trust, promissory notes, affordability covenants, program policies and procedures, funding agreements, environmental compliance matters, fair housing issues, and other legal documents and issues necessary to ensure compliance with applicable laws and funding requirements.

The attorney will also provide legal guidance related to program administration, affordable housing development, contract interpretation, enforcement of loan agreements, property transactions, and other housing-related matters as requested.

Retaining specialized housing legal counsel will help ensure the City's housing programs remain compliant with applicable regulations, reduce legal risk, and support the effective administration of housing funds.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been appropriated in the Fiscal Year 2026-2027 budget in various housing programs to be shared among Fund 255 “CDBG” account 255-41-485.43195 “Special Legal Counsel”, Fund 256 “Stanislaus Housing Consortium” account 256-41-486.43195 “Special Legal Counsel”, Fund 259 “HOME ARP” account 259-41-499.43195 “Special Legal Counsel”, and Fund 260 “Permanent Local Housing Allocation” account 260-41-494.43195 “Special Legal Counsel”.

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. ALTERNATIVES:

A. The City Council could choose not to approve the proposed agreement. This is not recommended as this agreement will provide the specialized legal expertise necessary to support the City's housing programs and ensure continued compliance with applicable funding requirements and assist with the preparation and review of legal documents.
B. The City Council could choose to modify the proposed agreement amount. This is not recommended as the proposed amount is intended to ensure the Housing Division has adequate access to specialized legal services necessary to support the administration of federal and state housing programs, review and prepare legal documents, and address legal matters that may arise throughout the fiscal year.

6. ATTACHMENTS:

1. Goldfarb & Lipman Agreement

Docusign Envelope ID: D332D130-71B7-82BC-826E-802D0A44A3EF

AGREEMENT BETWEEN THE CITY OF TURLOCK

and

Goldfarb & Lipman

for

PROFESSIONAL SERVICES

City Contract No. 2026-177

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into by and between the City of Turlock, a California municipal corporation ("City"), and Goldfarb & Lipman, LLP, a limited liability partnership ("Professional"), on Tuesday, July 28, 2026 (the "Effective Date"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the Legal services for Housing Programs (the "Project").

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

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

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

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

Docusign Envelope ID: D332D130-71B7-82BC-826E-802D0A44A3EF

AGREEMENT

1. RECITALS:

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

2. TERM:

The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on Saturday, July 28, 2029 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. EXTENSION OF AGREEMENT:

{Intentionally Omitted}

4. EFFECTIVE DATE:

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

5. WORK:

5.1. SERVICES:

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

5.2. CITY REQUESTED MODIFICATION OF SERVICES:

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

5.3. PROFESSIONAL REQUESTED MODIFICATION IN SERVICES:

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

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

Docusign Envelope ID: D332D130-71B7-82BC-826E-802D0A44A3EF

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

B. City agrees that the work requires a Modification;

C. City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

D. The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. COMPENSATION:

6.1. AMOUNT, TIME AND MANNER OF PAYMENT FOR PROFESSIONAL SERVICES:

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

6.2. DEPOSIT:

{Intentionally Omitted}

6.3. SUBSEQUENT PAYMENTS:

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

6.4. INVOICES:

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

7. NOTICE TO PROCEED:

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

8. TIME OF PERFORMANCE:

Professional warrants that it will commence performance of the Services within ten (10) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

Docusign Envelope ID: D332D130-71B7-82BC-826E-802D0A44A3EF

9. CITY ASSISTANCE TO PROFESSIONAL:

{Intentionally Omitted}

10. TIME AND PERSONNEL DEVOTED TO SERVICES:

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

11. PERFORMANCE BY QUALIFIED PERSONNEL; NO SUBCONTRACTING:

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

12. REPRESENTATIONS OF PROFESSIONAL:

City relies upon the following representations by Professional in entering into this Agreement:

12.1. QUALIFICATIONS:

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

12.2. PROFESSIONAL PERFORMANCE:

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

12.3. NO WAIVER OF CLAIMS:

The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character

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of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

12.4. CITY'S REMEDIES ARE CUMULATIVE:

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

12.5. NO CONFLICT OF INTEREST:

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

13. CONFORMITY WITH LAW AND SAFETY:

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

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

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

13.1. COMPLIANCE WITH FEDERAL REQUIREMENTS:

Professional agrees to comply with all applicable federal statutes, regulations, and requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Guidance) procurement and cost principles;
- Equal Employment Opportunity (41 CFR Part 60);
- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- Debarment and Suspension (2 CFR Part 180).

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Professional certifies it is not debarred, suspended, or otherwise excluded from participation in federal programs.

14. CONTACT BY PROFESSIONAL WITH PROJECT OWNER OR PROJECT APPLICANT:

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

15. CONFIDENTIALITY:

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

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

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

16. EXCUSABLE DELAYS; NOTICE TO OTHER PARTY OF DELAY:

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

17. ASSIGNMENT PROHIBITED:

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

18. SUSPENSION OF SERVICES BY CITY:

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

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

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

19. OWNERSHIP OF WORK PRODUCT:

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

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

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

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

20. TERMINATION OF WORK BY CITY FOR ITS CONVENIENCE:

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

A. Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

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

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

21. ASSURANCE OF PERFORMANCE:

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

22. CANCELLATION FOR BREACH BY EITHER PARTY:

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

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

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

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23. NON-DISCRIMINATION:

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

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

24. ARBITRATION OF DISPUTES:

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

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

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

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

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

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

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

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

D. These additional rules shall be implemented and applied by the arbitrator.

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

25. INSURANCE COVERAGE:

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

25.1. COMMERCIAL GENERAL LIABILITY:

Professional shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

25.2. WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY:

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

25.3. PROFESSIONAL LIABILITY:

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

25.4. COMMERCIAL AUTOMOBILE LIABILITY:

Professional shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) in the amount of no less than Two Million Dollars ($2,000,000.00) or greater per accident for owned, leased, hired, and non-owned, borrowed automobiles.

25.5. UMBRELLA OR EXCESS POLICY:

Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess

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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 coverage or policies maintained by the City ("Additional Insured"), whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

25.6. WAIVER OF SUBROGATION:

With the exception of professional liability, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors and subcontractors. Professional shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Professional agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

26. ADDITIONAL INSURANCE REQUIREMENTS:

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

27. INDEMNIFICATION BY PROFESSIONAL:

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

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28. LIABILITY OF CITY:

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

29. INDEPENDENT CONTRACTOR:

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

30. PROFESSIONAL NOT AGENT:

Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

31. PAYMENT OF TAXES AND OTHER EXPENSES:

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

32. NOTICES:

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

If to City:
City of Turlock
Attn: Isaac Moreno, Director
156 S. Broadway, Suite 140
Turlock, California 95380

With courtesy copies to:
City of Turlock, City Attorney's Office
Attn: Katie O. Lucchesi, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

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If to Professional: **Goldfarb & Lipman**
Attn: Karen M. Tiedemann, Partner
1300 Clay Street, Eleventh Floor
Oakland, CA 94612

33. CITY CONTRACT ADMINISTRATOR:

City's contract administrator and contact person for this Agreement is:

Jennifer Figueroa, Housing Program Manager
156 S. Broadway, Suite 140
Turlock, CA 95380
Telephone: (209) 668-5610 ext. 2236
E-mail: JFigueroa@turlock.ca.us

34. INTERPRETATION:

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

35. USE OF CITY PROJECT NUMBER:

{Intentionally Omitted}

36. MODIFICATION:

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

37. WAIVER:

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

38. ASSIGNMENT:

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

39. AUTHORITY:

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully

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complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

40. DRAFTING AND AMBIGUITIES:

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

41. GOVERNING LAW:

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

42. VENUE:

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

43. SEVERABILITY:

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

44. EXECUTION AND COUNTERPARTS:

This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

45. AUDIT:

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

46. ENTIRE AGREEMENT:

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

47. SUPERSEDES PRIOR AGREEMENT:

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

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48. MANDATORY AND PERMISSIVE:

"Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

49. SUCCESSORS AND ASSIGNS:

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

50. HEADINGS:

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

51. ATTORNEY'S FEES AND COSTS:

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

52. NECESSARY ACTS AND FURTHER ASSURANCES:

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

53. TIME IS OF THE ESSENCE:

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

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

GOLDFARB & LIPMAN, LLP

Signed by:
Karen M. Tiedemann
7CDCAEDFABFF4AE...

SIGNATURE

Karen M. Tiedemann

FULL NAME

Partner

TITLE

7/21/2026

DATE SIGNED

CITY OF TURLOCK, a California municipal corporation

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

Isaac Moreno

FULL NAME

Finance Director

TITLE

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

ATTEST:

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SIGNATURE

FULL NAME

TITLE

DATE SIGNED

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Exhibits List

A - Engagement Letter - City of Turlock(4206300.1)

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Exhibit A

Engagement Letter - City of Turlock(4206300.1)

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goldfarb lipman attorneys

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Los Angeles
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Goldfarb & Lipman LLP

April 13, 2026

via e-mail and u.s. mail

Jennifer Figueroa
City of Turlock
156 S Broadway
Turlock, CA 95380

Re: Engagement Letter for Legal Services

Dear Ms. Figueroa:

Goldfarb & Lipman LLP would be pleased to provide legal services to the City of Turlock (the "Client") with respect to its housing programs. Our services would include review of existing loan documents for housing developments, including loan documents for CDBG, HOME and other state and federal funding programs and assistance with other housing transactional matters. Goldfarb & Lipman will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

We would provide our services at your direction. I will be the Goldfarb & Lipman attorney with primary responsibility for our representation in this matter and will bill at the rate of $385 per hour. The cost for our services will not exceed $100,000 without prior written consent from the Client. Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. To that end, I may draw on the services of my colleagues as needed to provide the most cost effective services. Using our professional judgment, we will endeavor to assign work on your behalf to those attorneys and other personnel that we deem appropriate under the circumstances.

Our fees will be billed on an hourly basis at the rates set forth in the attached Rate Schedule, and payable monthly based on the number of hours expended on the project. Our billing rates for this matter reflect our standard rate for legal advice and representation for public agency and nonprofit clients as of January 2023 and are subject to the increases described in Goldfarb & Lipman's billing policies. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon 60 days prior written notice to you. If you choose not to consent to the increased rates, you may terminate our services by written notice effective when received by us.

The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to Client's matter, including calls and emails with Client and other parties and attorneys. The legal personnel assigned to

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Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. We will charge for waiting time and for travel time, both local and out of town, unless otherwise specified.

Goldfarb & Lipman may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which we may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the firm to carry out the employment effectively; and/or (c) Client fails to pay fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Goldfarb & Lipman at the agreed rates for all services provided and to reimburse for all costs advanced.

Nothing in this Agreement and nothing in our statements to Client will be construed as a promise or guarantee about the outcome of the matter. Goldfarb & Lipman makes no such promises or guarantees. Goldfarb & Lipman's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any estimate of fees given by Goldfarb & Lipman is not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

This letter constitutes the written fee agreement between you and Goldfarb & Lipman with respect to these services.

Please call me if you have any questions or concerns about this proposal. If the arrangement described in this letter is satisfactory, please sign the engagement letter in the space provided and return a copy to us.

We appreciate the opportunity to assist you in this matter.

Very truly yours,

KAREN M. TIEDEMANN

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THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

ACCEPTED AND AGREED:

City of Turlock

By: _____

Name: _____

Its: _____

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Goldfarb & Lipman LLP
Rate Schedule

Partner	$370-$385
Of Counsel	$365-$385
Associate	$265-$365
Senior Law Clerk	$250
Law Clerk	$220
Project Coordinator	$220

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GOLDFARB & LIPMAN LLP
LEGAL REPRESENTATION POLICIES AND PROCEDURES

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we require each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our billing rates for services rendered for partners, associates, and for paralegals are attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement upon 60 days prior written notice to you.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we may also charge the actual costs for messengers, delivery other than by US postal service, reproduction, court costs, third party document management, and other costs and expenses incurred on your behalf that are reasonably necessary for our representation of you.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month.

We carry professional liability insurance above the limits required by law.

It is our policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. At the termination of services and conclusion of a matter covered by this agreement, we will release promptly upon your request all of your client papers and property, subject to any protective order, state statute, or nondisclosure agreement. After seven years have passed since the conclusion of such matter, we may dispose of your client papers and property. If you wish to have us retain your papers and property beyond seven years after the conclusion of such matter, you must make separate written arrangements with us. Client papers and property include: electronic and hard copy versions of any correspondence, pleadings, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most efficient and cost effective bases possible. If you have any questions or comments regarding our billing policies, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP

2251\02\4206300.1

City Council Staff Report

July 28, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Stephen Fremming, P.E., Principal Civil Engineer
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Reaffirming the determination made by the City Manager in response to the emergency created by the inoperative freezer unit at the Animal Control Facility and finding that the emergency will not permit a delay resulting from a competitive solicitation for bids pursuant to Public Contract Code Section 22050(c)(2)

2. NARRATIVE:

The City of Turlock Animal Control Facility features a walk-in freezer used to store evidence animals and to hold deceased animals prior to proper disposal. Proper handling of deceased animals is critical for evidence preservation and public health. Without use of the freezer, animal services staff must make frequent deliveries of deceased animals to Turlock Transfer for proper disposal, otherwise decomposition and odors are accelerated, leading to increased health and handling concerns.

The existing freezer stopped working on April 28th. It has been determined that the evaporator and condenser that serve the walk-in freezer cannot be repaired, and that these must be replaced in order to restore operation. In May 2026, City Engineering staff became involved in the project and learned that a building permit requiring engineered plans would be required for the replacement work. In parallel with the design effort, the Turlock Police Department staff sought approval from the City Manager to make an emergency declaration to procure the necessary equipment and services to replace the evaporator and condenser without giving notice for bids pursuant to the standard delivery process for public projects. An emergency declaration saves approximately one and a half months of time for completion of this project due to omitting the need for a longer bid solicitation process, approval of the agreement by the City Council, and obtaining a building permit prior to work commencing. The emergency declaration memo prepared by Police Department staff and signed by the City Manager is included as an attachment to this staff report.

An on-call design consultant, RED Architects, Inc., provided engineered stamped plans for the work. City engineering staff prepared an informal private bid solicitation and requested a bid from Champion Industrial Contractors of Modesto, California, who submitted a bid proposal in the amount of $20,880 on June 29, 2026 for the work encompassed in City Project No. 26-041 "Animal Control Freezer Evaporator and Condenser Replacement." The bid solicitation process for this project is in compliance with Public Contract Code Section 22050 and the City's Resolution No. 2010-028 which delegates authority to the City Manager to declare an emergency to invoke emergency contracting procedures. As of the writing of this staff report, it is estimated that construction will be complete by mid-August 2026.

Per Public Contract Code Section 22050(c)(2), the Council must determine at every regularly scheduled meeting after the declaration is made, by a four-fifths vote, that there is a need to

continue the action until such time that conditions warrant that the continuing determination is no longer needed.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The total estimated project costs are displayed below.

	Amount
Preliminary Engineering *--City Staff*	$ 3,700.00
Engineering Design and Construction Services *--RED Architects, Inc.*	$ 8,800.00
Construction Contract *--Champion Industrial Contractors*	$ 20,880.00
Construction Contingency	$ 3,000.00
Construction Engineering *--City Staff*	$ 6,300.00
Total Estimate Project Costs	**$ 42,680.00**

The project is funded from Fund 119 (American Rescue Plan Act [ARPA]) account number 119-10-188.51270 "Construction Project."

Approximately $10,000 of the total project costs were expended in Fiscal Year 2025-26. There is adequate budget available in the current fiscal year for this project and no additional funding is necessary.

4. ENVIRONMENTAL DETERMINATION:

This project is exempt from CEQA per Section 15302 (Replacement or Reconstruction) of the California Environmental Quality Act (CEQA) Guidelines, as this section of the guidelines exempts projects that involve replacement of existing facilities where located at the same site and having substantially the same purpose as the replaced facility.

5. ALTERNATIVES:

A. City Council could choose not to reaffirm the emergency declaration. This alternative is not recommended because the agreement has been approved and the emergency has not yet been resolved.
B. Provide staff with direction on how to proceed.

6. ATTACHMENTS:

1. Emergency Declaration

TURLOCK POLICE DEPARTMENT

INTER-OFFICE MEMORANDUM

TO: INTERIM CITY MANAGER GARY HAMPTON
(VIA CHAIN OF COMMAND)

FROM: LIEUTENANT MIKE STAPLER M.S.

DATE: MAY 19, 2026

SUBJECT: ANIMAL SERVICES FREEZER

One of the key pieces of infrastructure at the Turlock Animal Shelter is a walk-in freezer used to store evidence animals and to hold euthanized or otherwise deceased animals, such as roadkill, pending proper disposal.

Keeping these corpses frozen is critical from evidence preservation and health standpoints; after even a few hours in the summer heat, decomposition and odors become an issue. With the freezer, staff are able to store animals and make weekly trips to Turlock Transfer for disposal. Without the freezer, Animal Services cannot store evidence animals and must make daily runs to Turlock Transfer.

On March 7, 2026, the walk-in freezer at the Turlock Animal Shelter malfunctioned and was repaired during an after-hours service call. On March 28, the freezer again stopped working again, which generated another after-hours service call.

On April 28, the freezer again stopped working. This time, it could not be repaired. Robic Refrigeration, the company that had been servicing the freezer, stated the compressor and other components needed to be replaced and quoted a little less than $24,000 for the job.

We also consulted with Champion Mechanical Services, and received a quote of a little more that $21,000 for the same repair.

In the process of moving forward with the work, we determined the project would require a building permit and design plans, as it is necessary to relocate the cooling equipment. This process will significantly increase the amount of time it will take to get the repairs started. Estimates from city engineering predict project completion in mid-September following the standard process.

APPROVED 5/19/26

With summer bearing down, we don't have that time.

With an emergency declaration for the project, city engineering predicts completion in late July.

As such, I am requesting this situation be declared an emergency so we can expedite this repair process. Please let me know if you have any questions or need additional information.

X

ACTING CITY MANAGER,
CHRISTOPHER FISHER
DATE: 6-17-26

City Council Staff Report

July 28, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Charlotte Calvario, Engineering Project Coordinator
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with RNR Paving, Inc., of Hayward, California in the amount of $474,102.90 and authorizing a construction contingency amount of $47,410.29 (10%), for City Project No. 25-020 “Fire Station No. 33 Site Improvements.”

Resolution: Appropriate $50,000 to account number 112-10-116.51270 “Construction Project” to be funded from Fund 112 “GF Reserve for Capital Purchases” unallocated reserves and determine the award of bid for construction of City Project No. 25-020 “Fire Station No. 33 Site Improvements” is exempt from the provisions of CEQA in accordance with Section 15302 of the CEQA Guidelines.

2. NARRATIVE:

The pavement and site improvements at Fire Station No. 33 have deteriorated over time due to age, heavy vehicle traffic, and continual use by emergency response apparatus. The existing asphalt pavement has exceeded its useful service life, portions of the site experience drainage deficiencies, and the existing concrete driveways along Monte Vista Avenue and Radcliff Way have sustained significant wear from repeated heavy loading. In addition, the current vehicle gate configuration limits efficient ingress and egress for fire apparatus accessing the rear apparatus bay. To address these deficiencies and improve long-term functionality, the City has identified the need for comprehensive site improvements that enhance pavement performance, improve drainage, and support uninterrupted emergency response operations.

The project will improve the overall safety and functionality of Fire Station No. 33 by rehabilitating pavement, correcting site drainage, replacing the deteriorated concrete driveways on Monte Vista Avenue and Radcliff Way, relocating the vehicle access gate to improve fire apparatus circulation, and constructing a new concrete drive approach connecting the relocated gate to the rear apparatus bay. The concrete pavement section at the rear apparatus bay is designed to better withstand the heavy loading associated with emergency vehicles, providing a durable, long-term pavement solution while reducing future maintenance needs. Other improvements include utility adjustments, accessible pedestrian ramps, relocation of an existing above ground fuel tank, and associated landscape and irrigation repairs necessary to complete the project.

The project is funded in part through the City's allocation of American Rescue Plan Act (ARPA) funds. Awarding the construction contract at this time will allow the City to utilize these funds in a timely manner while addressing critical infrastructure needs at Fire Station No. 33 and improving the reliability and operational efficiency of this essential public safety facility.

City staff advertised this project on June 25th, 2026 on the City's e-procurement website, OpenGov, and in the Turlock Journal. On July 21st, 2026, four (4) bid proposals were received for City Project No. 25-020 "Fire Station No. 33 Site Improvments." RNR Paving Inc., of Hayward, California, was the lowest responsible bidder with a base bid amount of $474,102.90.

The base bid includes a reinforced concrete pavement drive aisle at the rear of the station between the driveway on Radcliff Way and the apparatus bay, with asphalt concrete pavement surrounding it. The project bid documents included an additive bid alternate option which, if accepted, would result in the rear area consisting entirely of reinforced concrete pavement. The basis for award of the bid is the lowest base bid amount, regardless of the combined cost with the alternate pricing included.

Bid Summary:

Bidder	Base Bid Amount	With Additive Bid Alternate Amount
RNR Paving Inc.	$474,102.90	$613,096.50
Taylor Backhoe Services, Inc.	$517,654.79	$600,171.19
Ace-High Engineering	$539,550.00	$487,625.00
United Pavement Maintenance, Inc.	$612,955.87	$709,602.91

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with RNR Paving Inc., of Hayward, California as the lowest responsive, responsible bidder with a base bid amount of $474,102.90. Due to budgetary constraints and the difference in cost between the base bid and the additive alternate amount, staff wish to reject the additive bid option.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated project costs are displayed below:

Preliminary Engineering - City Engineering	$ 21,536.86
Construction Contract - RNR Paving Inc.	$ 474,102.90
Construction Contingency for potential change orders - RNR Paving Inc.	$ 47,410.29
Construction Engineering - City Staff	$ 22,000.00
Design - GDR Engineering Inc.	$ 51,055.00
Building Permit Fee - City Staff	$ 2,000.00
Materials Testing & Special Inspection	$ 26,000.00
Construction Staking	$ 15,000.00
Total Estimated Project Cost	**$ 659,105.05**

The breakdown of project costs by fiscal year is as follows:

Project Cost prior to FY 26-27	$ 58,836.86
Estimated Project Cost in FY 26-27	$ 600,268.19
Total Estimated Project Cost	$ 659,105.05

Identified funding for the project in fiscal year 2026-27 is located in the following general ledger accounts:

FY 2026-27 budget amount - Fund 119 "American Rescue Plan Act (ARPA)" account number 119-10-188.51270	$ 305,000.00
FY 26-27 budget amount - Fund 112 "GF Reserve for Capital Purchases" account number 112-10-116.51270	$ 305,000.00
Total Identified Funding	**$ 610,000.00**

Due to estimated project costs totaling $659,105.05 and available funding in the amount of $610,000, additional funds are needed to be provided to complete funding for the project. Staff requests an appropriation in the amount of $50,000 from Fund 112 "GF Reserve for Capital Purchases" account number 112-10-116.51270.

4. ENVIRONMENTAL DETERMINATION:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 (Replacement or Reconstruction) as the project involves replacement of improvements only.

5. ALTERNATIVES:

A. Council could choose to reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA and Section 15302 (Replacement or Reconstruction) is an appropriate exemption.

B. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because improvements are necessary to fully address concerns at Fire Station No. 33.

C. Council could approve the Agreement with RNR Paving Inc. and authorize a different construction contingency amount than recommended by staff. Staff do not recommend this alternative because the proposed 10.0% contingency provides an appropriate balance between fiscal prudence and the need to address unforeseen field conditions without delaying the project.

6. ATTACHMENTS:

1. Draft Resolution
2. Bidder's Summary - Base Bid
3. Agreement CC 2027-041 with RNR Paving Inc

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $50,000 TO ACCOUNT NUMBER 112-10-116.51270 "CONSTRUCTION PROJECT" TO BE FUNDED FROM FUND 112 "GF RESERVE FOR CAPITAL PURCHASES" UNALLOCATED RESERVES AND DETERMINING THE AWARD OF BID FOR CONSTRUCTION OF CITY PROJECT NO. 25-020 "FIRE STATION NO. 33 SITE IMPROVEMENTS" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15302 OF THE CEQA GUIDELINES	**RESOLUTION NO. 2026-XXX**

WHEREAS, City Project No. 25-020 "Fire Station No. 33 Site Improvements" includes demolition and replacement of existing site improvements, pavement rehabilitation, concrete improvements, drainage improvements, utility adjustments, and construction of new site improvements to enhance accessibility, safety, and functionality at Fire Station No. 33; and

WHEREAS, the scope of work includes asphalt paving, sidewalks, curb ramps, curb and gutter, fencing, site drainage facilities, utility adjustments, restriping, and associated landscape and irrigation repairs necessary to complete the project; and

WHEREAS, the estimated project costs are $659,105.05 and there exists a funding shortfall in the amount of $49,105.05.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $50,000 to account number 112-10-116.51270 "Construction Project" to be funded from Fund 112 "GF Reserve for Capital Purchases" unallocated reserves and determine the award of bid for construction of City Project No. 25-020 "Fire Station No. 33 Site Improvements" is exempt from the provisions of CEQA in accordance with Section 15302 of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Nichole Fiez, City Clerk,

City of Turlock, County of Stanislaus, State of California

City of Turlock, CA
Municipal Services-Engineering
Chris Fisher, Director
156 So. Broadway, Turlock, CA 95380

EVALUATION TABULATION

CIFB-E DBE No. 25-020

Fire Station No. 33 Site Improvements

RESPONSE DEADLINE: July 21, 2026 at 10:00 am
Report Generated: Tuesday, July 21, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Anagha Solutions Inc	$0.00
RNR PAVING INC	$474,102.90
Taylor Backhoe Service, Inc.	$517,654.79
Ace-High Engineering	$539,550.00
United Pavement Maintenance, Inc	$612,955.87

BASE BID

Base Bid					Ace-High Engineering		Anagha Solutions Inc		RNR PAVING INC		Taylor Backhoe Service, Inc.		United Pavement Maintenance, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization and Demobilization	1	LS	$12,000.00	$12,000.00			$25,391.00	$25,391.00	$30,500.00	$30,500.00	$10,000.00	$10,000.00
X	2	Erosion Control	1	LS	$2,500.00	$2,500.00			$1,500.00	$1,500.00	$4,270.00	$4,270.00	$4,490.00	$4,490.00

Base Bid					Ace-High Engineering		Anagha Solutions Inc		RNR PAVING INC		Taylor Backhoe Service, Inc.		United Pavement Maintenance, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3	Traffic Control (PMP)	1	LS	$3,000.00	$3,000.00			$4,850.00	$4,850.00	$6,100.00	$6,100.00	$5,536.00	$5,536.00
X	4	Remove and dispose existing improvements	1	LS	$30,000.00	$30,000.00			$43,616.00	$43,616.00	$37,732.16	$37,732.16	$81,884.00	$81,884.00
X	5	Remove and relocate existing access slide gate, gate motor, and gate card reader pad	1	LS	$10,000.00	$10,000.00			$33,440.00	$33,440.00	$36,844.00	$36,844.00	$29,160.00	$29,160.00
X	6	Wood fence and decorative columns	1	LS	$1,622.00	$1,622.00			$4,247.00	$4,247.00	$18,300.00	$18,300.00	$17,068.00	$17,068.00
X	7	Remove and relocate existing fueling station, 2" electrical conduit with connections, electrical pull box	1	LS	$20,000.00	$20,000.00			$5,000.00	$5,000.00	$28,426.00	$28,426.00	$24,983.00	$24,983.00
X	8	Earthwork and Grading	1	LS	$27,000.00	$27,000.00			$34,186.00	$34,186.00	$49,278.24	$49,278.24	$41,781.00	$41,781.00
X	9	36" French Drain (HDPE)	55	LF	$550.00	$30,250.00			$1,108.34	$60,958.70	$680.00	$37,400.00	$1,231.00	$67,705.00

Base Bid					Ace-High Engineering		Anagha Solutions Inc		RNR PAVING INC		Taylor Backhoe Service, Inc.		United Pavement Maintenance, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	3" Under Drain Pipe (DIP)	87	LF	$95.00	$8,265.00			$229.00	$19,923.00	$250.94	$21,831.78	$288.84	$25,129.08
X	11	Manhole	1	EA	$16,000.00	$16,000.00			$10,000.00	$10,000.00	$15,663.58	$15,663.58	$14,184.00	$14,184.00
X	12	Manhole With Grate	1	EA	$18,550.00	$18,550.00			$12,000.00	$12,000.00	$17,685.73	$17,685.73	$17,370.00	$17,370.00
X	13	Minor Concrete (Commercial Driveway)	1760	SF	$36.00	$63,360.00			$23.70	$41,712.00	$19.24	$33,862.40	$37.61	$66,193.60
X	14	Minor Concrete (Sidewalk)	695	SF	$39.00	$27,105.00			$12.90	$8,965.50	$13.08	$9,090.60	$15.58	$10,828.10
X	15	Access Ramp (Added labor and detectable warning)	4	EA	$10,800.00	$43,200.00			$550.00	$2,200.00	$4,555.18	$18,220.72	$939.00	$3,756.00
X	16	Minor Concrete (Drive Aisle)	3511	SF	$37.00	$129,907.00			$23.70	$83,210.70	$17.99	$63,162.89	$29.34	$103,012.74
X	17	Minor Concrete (Curb and Gutter)	15	LF	$312.00	$4,680.00			$88.80	$1,332.00	$226.92	$3,403.80	$158.62	$2,379.30
X	18	Minor Concrete (MOW strip)	21	LF	$328.00	$6,888.00			$25.00	$525.00	$160.36	$3,367.56	$102.95	$2,161.95

Base Bid					Ace-High Engineering		Anagha Solutions Inc		RNR PAVING INC		Taylor Backhoe Service, Inc.		United Pavement Maintenance, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	19	Minor Concrete (Fueling Station Pad)	72	SF	$129.00	$9,288.00			$84.60	$6,091.20	$52.23	$3,760.56	$211.37	$15,218.64
X	20	Bollards	7	EA	$1,750.00	$12,250.00			$850.00	$5,950.00	$1,431.26	$10,018.82	$1,715.00	$12,005.00
X	21	Aggregate Base	209	TON	$165.00	$34,485.00			$121.00	$25,289.00	$99.31	$20,755.79	$98.00	$20,482.00
X	22	Hot Mix Asphalt	146	TON	$200.00	$29,200.00			$282.30	$41,215.80	$265.96	$38,830.16	$230.76	$33,690.96
X	23	All other work not included in other bid items	1	LS	$0.00	$0.00			$2,500.00	$2,500.00	$9,150.00	$9,150.00	$3,937.50	$3,937.50
Total						$539,550.00		$0.00		$474,102.90		$517,654.79		$612,955.87

ADDITIVE BID ALTERNATE "A"

Additive Bid Alternate "A"					Ace-High Engineering		Anagha Solutions Inc		RNR PAVING INC		Taylor Backhoe Service, Inc.		United Pavement Maintenance, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	24	Hot Mix Asphalt	8	TON	$200.00	$1,600.00			$3,015.00	$24,120.00	$1,371.28	$10,970.24	$1,566.53	$12,532.24
	25	Minor Concrete (Drive Aisle)	9013	SF	$14.00	$126,182.00			$23.70	$213,608.10	$18.93	$170,616.09	$24.50	$220,818.50

Additive Bid Alternate "A"					Ace-High Engineering		Anagha Solutions Inc		RNR PAVING INC		Taylor Backhoe Service, Inc.		United Pavement Maintenance, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	26	Earthwork and Grading	1	LS	$6,400.00	$6,400.00			$59,878.00	$59,878.00	$52,201.36	$52,201.36	$41,781.00	$41,781.00
Total						$0.00		$0.00		$0.00		$0.00		$0.00

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AGREEMENT

For

PUBLIC IMPROVEMENT

City Project No. 25-020

Fire Station No. 33 Site Improvements

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and RNR PAVING INC, a California corporation, ("Contractor"), on Tuesday, July 28, 2026 (the "Effective Date"). City and Contractor may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks a duly qualified and licensed firm experienced in the construction of Fire Station No. 33 Site Improvements (the "Project").

B. The Project involves the expenditure of funds in excess of $5,000 and constitutes a "public project" pursuant to Public Contract Code section 20161.

C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the "Services").

D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on July 28, 2026 at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

1. CONTRACT DOCUMENTS

This Agreement, together with the following documents, are collectively referred to herein as the "Contract Documents":

A. Notice to Bidders;

B. Contractor's Bid or Proposal accepted by City;

C. Special Provisions of the City of Turlock for Fire Station No. 33 Site Improvements;

D. Plans and detailed drawings prepared for this Project and approved by City ("Project Plans");

E. All bonds and insurance required in any of the Contract Documents;

F. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and

G. The current edition of the City of Turlock Standard Specifications and Drawings.

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

2. TERM

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

3. SCOPE OF WORK

3.1. SERVICES

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

3.2. MODIFICATION

City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in CONTRACT PRICE of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly

commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this SCOPE OF WORK in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

3.3. SPECIFIC MATERIALS & PERFORMANCE OF WORK

Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "Special Provisions for Fire Station No. 33 Site Improvements." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

3.4. EXHIBITS

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

Exhibit Designation	Exhibit Title
1. Exhibit A	Contractor's Proposal for Services
2. Exhibit B	Payment by Force Account
3. Exhibit C	Workers' Compensation Insurance Certification
4. Exhibit D	Performance Bond
5. Exhibit E	Payment Bond

4. CONTRACT PRICE

City shall pay, and Contractor shall accept in full payment for the work set forth above in SCOPE OF WORK, an amount not to exceed Four Hundred Seventy Four Thousand One Hundred Two and 90/100ths Dollars ($474,102.90) (the "Contract Price"). Said amount shall be paid pursuant to COMPENSATION of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. TIME FOR PERFORMANCE

The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **Forty-Five (45)** working days (the "Substantial Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **Fifty (50)** working days (the "Final Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

5.1. RIGHT OF CITY TO INCREASE WORKING DAYS

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

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

A. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or

B. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

   1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or

   2. where the delay is caused by actions beyond the control of Contractor; or

   3. where the delay is caused by actions or failure to act by the City Engineer.

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

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5.2. EXCUSABLE DELAYS

Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor's financial inability to perform, Contractor's failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the Substantial and Final Completion Due Dates shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

5.3. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS

If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

A. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.
To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.
Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

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

C. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.
If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above

provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

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

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

5.4. DELAY DAMAGES

In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Two Thousand Five Hundred and No/100ths Dollars ($2,500.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **One Thousand and No/100ths Dollars ($1,000.00)** for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. TERMINATION

A. *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the "Defaulting Party"), the other Party shall give notice to the

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

B. If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City's intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. LIABILITY FOR BREACH

Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in OWNERSHIP OF WORK PRODUCT of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

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

8. COMPENSATION

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

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

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

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

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

9. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the

performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

9.1. CLAIMS PROCESSING

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

9.2. MEET-AND-CONFER CONFERENCE

Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

9.3. NONBINDING MEDIATION

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

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

10. PERMITS AND CARE OF WORK

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be

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responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. PUBLIC WORKS AND PAYMENT OF PREVAILING WAGE

11.1. MONITORING AND ENFORCEMENT

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

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

11.2. WAGES & HOURS OF EMPLOYMENT

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

12. SUPERINTENDENCE BY CONTRACTOR

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

13. INSPECTION AND TESTING BY CITY

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and

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inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. CONFORMITY WITH LAW AND SAFETY

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

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

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

15. OTHER CONTRACTS

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

16. BONDS

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

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

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

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California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

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

17. INDEMNIFICATION

17.1. INDEMNITY FOR PROFESSIONAL LIABILITY

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

17.2. INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY

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

18. CONTRACTOR'S INSURANCE

Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City. The City of Turlock shall be named as a certificate holder.

18.1. COMMERCIAL GENERAL LIABILITY INSURANCE

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Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled. The policy shall contain, or be endorsed to contain, the following provisions:

A. City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services). The City shall be named as a certificate holder on the Certificate of Insurance.

B. For any claims related to the Project, Contractor's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

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

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

18.2. WORKERS' COMPENSATION INSURANCE

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) by disease-policy limit, and One Million Dollars ($1,000,000.00) by disease-each employee. Contractor shall submit to City, along with the Certificate of Insurance, a Waiver of Subrogation endorsement in favor of the City, its offices, agents, employees, and volunteers.

18.3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

18.4. CONTRACTORS POLLUTION INSURANCE

Pollution Coverage shall be maintained on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than Two Million Dollars ($2,000,000.00) per claim. All

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activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the City, its officials, officers, agents, employees, and volunteers as insureds.

18.5. 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 coverage or 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.

18.6. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

18.7. ACCEPTABILITY OF INSURERS

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

18.8. VERIFICATION OF COVERAGE

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

18.9. WAIVER OF SUBROGATION

With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

18.10. SUBCONTRACTORS

Contractor shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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19. OWNERSHIP OF WORK PRODUCT

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

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

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

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

20. TAXES

Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

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

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

21. INDEPENDENT CONTRACTOR

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

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22. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. ARBITRATION OF DISPUTES

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

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

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

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

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

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

B. All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

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

D. These additional rules shall be implemented and applied by the arbitrator.

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

All administrative remedies required under DISPUTES PERTAINING TO PAYMENT FOR WORK of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this ARBITRATION OF DISPUTES.

24. PROVISIONS CUMULATIVE

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

25. NOTICES

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

If to City:	**City of Turlock** **Attn: City Engineer** **156 S. Broadway, Suite 150** **Turlock, CA 95380-5461**
With courtesy copies to:	**City of Turlock, City Attorney's Office** **Attn: Katie Lucchesi, City Attorney** **156 S. Broadway, Suite 230** **Turlock, CA 95380-5456**
If to Contractor:	**RNR PAVING INC** **Attn: RNR Paving Inc, mariarnpaving@gmail.com** **PO Box 3995** **Hayward, CA 94583**
If to Contractor's Sureties:	**To be** **added to** **contract record**

26. CITY CONTRACT ADMINISTRATOR

The City's contract administrator and contact person for this Agreement is:

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Charlotte Calvario, Capital Projects Coordinator
City of Turlock Engineering Division
156 S Broadway
Turlock, CA 95380
Telephone: (209) 668-6029
E-mail: ccalvario@turlock.ca.us

27. INTERPRETATION

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

28. ANTITRUST CLAIMS

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

29. USE OF CITY PROJECT NUMBER

Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

30. NO CONFLICT OF INTEREST

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

31. CONFIDENTIALITY

Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

32. MODIFICATION

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

33. WAIVER

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition

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shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

34. ASSIGNMENT

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

35. AUTHORITY

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

36. GOVERNING LAW

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

37. SEVERABILITY

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

38. EXECUTION AND COUNTERPARTS

This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

39. MANDATORY AND PERMISSIVE

“Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

40. HEADINGS

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

41. ATTORNEY'S FEES AND COSTS

Except as expressly provided for in ARBITRATION OF DISPUTES of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

42. NECESSARY ACTS AND FURTHER ASSURANCES

The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

43. REQUIRED FEDERAL LANGUAGE

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

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information:

(a) name and address of the injured or deceased person(s);

(b) name and address of Professional's subcontractor, if any;

(c) name and address of Professional's liability insurance carrier; and

(d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

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

Compliance with Federal Requirements. Professional agrees to comply with all applicable federal statutes, regulations, and requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Guidance) procurement and cost principles;
- Equal Employment Opportunity (41 CFR Part 60);

- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- Debarment and Suspension (2 CFR Part 180).

Professional certifies it is not debarred, suspended, or otherwise excluded from participation in federal programs.

44. RECITALS

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

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

RNR Paving Inc, a California Corporation

Signed by:
14E2B281FB8241D...

SIGNATURE

Maria Nanez

FULL NAME

Secretary

TITLE

PO Box 3995 Hayward CA 94583

ADDRESS

925 718-5170

PHONE

7/21/2026

DATE SIGNED

CITY OF TURLOCK, a municipal corporation

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

William D. Morris

FULL NAME

RCE, PLS, City Engineer

TITLE

DATE SIGNED

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO FORM:

Docusign Envelope ID: 87D31300-5D60-84DD-80CC-F6CEA59FCD79

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

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Exhibits List

A - EXHIBIT_A CONTRACTO'S _PROPOSAL_FOR_SERVICES

B - EXHIBIT B PAYMENT BY FORCE ACCOUNT

C - EXHIBIT C WORKERS’ COMPENSATION INSURANCE CERTIFICATION

D - EXHIBIT_D_PERFORMANCE_BOND

E - EXHIBIT_E_PAYMENT_BOND

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Exhibit A

EXHIBIT_A CONTRACTO'S _PROPOSAL_FOR_SERVICES

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City of Turlock, CA
Municipal Services-Engineering
Chris Fisher, Director
156 So. Broadway, Turlock, CA 95380

[RNR PAVING INC] RESPONSE DOCUMENT REPORT

CIFB-E DBE No. 25-020

Fire Station No. 33 Site Improvements

RESPONSE DEADLINE: July 21, 2026 at 10:00 am

Report Generated: Tuesday, July 21, 2026

RNR PAVING INC Response

CONTACT INFORMATION

Company:
RNR PAVING INC

Email:
mariarnrpaving@gmail.com

Contact:
Maria Nanez

Address:
PO BOX 3995
Hayward, CA 94583

Phone:
(925) 718-5170

Website:
https://www.rnrpaving.com

Submission Date:
Jul 21, 2026 9:31 AM (Pacific Time)

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ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 20, 2026 11:56 AM by Maria Nanez

Addendum #2
Confirmed Jul 20, 2026 11:56 AM by Maria Nanez

QUESTIONNAIRE

1. Proposal*

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item.

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

Confirmed

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2. Request for Substitutions*

You may upload information relative to material or equipment for which you would like to request approval of that were not specifically named in the project specifications. City staff will make an effort to respond to requests for substitution as part of the Q&A and addendum process, though will not be obligated to comment on, approve, or deny any request for substitution.

Confirmed

3. Enter the bidders' CSLB License No.*

985669

4. CSLB license confirmation*

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

Confirmed

5. Enter the bidders' DIR Registration number:*

PW-LR-1000515384

6. Important Notice*

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

Confirmed

7. Affidavit*

Please download the below documents, complete, and upload.

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- AFFIDAVIT.pdf

AFFIDAVIT-TURLOCK-SIGNED.pdf

8. INFORMATION REQUIRED OF BIDDER

NUMBER OF YEARS' EXPERIENCE AS A CONTRACTOR IN CONSTRUCTION WORK OR INSTALLATION WORK SIMILAR TO THAT REQUIRED IN THESE SPECIFICATIONS.*
12 Years

NAME OF PERSON WHO INSPECTED THE SITE OF THE PROPOSED WORK FOR YOUR FIRM.*
Roberto Nanez

DATE OF INSPECTION*
07/18/2026

9. PREVIOUS WORK/REFERENCES

Please provide information for four (4) recent projects. If bidder is unable to provide information for four (4) reference projects, it shall provide as many reference projects that it can and City will make a determination as to bidder responsibility based on the available information.

REFERENCE #1: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.*
KENNNEDY PARK INPROVEMENT PHASE 1

REFERENCE #1: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.*
PAVING, ASPHALT , SEALCOAT, STRIPING , CONCRETE.

REFERENCE #1: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.*
CITY OF UNION CITY -34009 ALVARADO -NILES ROAD UNION CITY CA 94587

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REFERENCE #1: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?*
TRIEU TRAN

REFERENCE #1: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.*
Contract Amount$271,923.00 Final Contract Including Change Orders:$297,553.78

REFERENCE #1: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
N/A

REFERENCE #1: DATE OF PROJECT COMPLETION
06/08/2026

REFERENCE #1: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
N/A

REFERENCE #2: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
DMV-FREMONT FIELD

REFERENCE #2: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
BOLLARS, CONCRETE, ASPHALT, CRACKSEALERS, STRIPING.

REFERENCE #2: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
DMV- 2415 FIRST AVE. MS-E112 SACRAMENTO CA 95818 PHONE:916-818-2855

REFERENCE #2: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
JULIE PHANG

Docusign Envelope ID: 87D31300-5D60-84DD-80CC-F6CEA59FCD79

REFERENCE #2: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Contract Amount$190,000.00 Final Contract Including Change Orders:$195,094.00

REFERENCE #2: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
N/A

REFERENCE #2: DATE OF PROJECT COMPLETION
06/30/2025

REFERENCE #2: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
N/A

REFERENCE #3: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
FAIRVIEW FIRE STATION

REFERENCE #3: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
DEMO, ASPHALT, BASE ROCK, DIRT GRADING, CONCRETE, VAPOR BARIIER.

REFERENCE #3: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
FAIRVIEW FIRE PROTECTION DISTRICT 25862 FIRE CANYON PKWY. CASTRO VALLEY CA 94552 PHONE: 510-583-4930

REFERENCE #3: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
MELISSA DIMIC

REFERENCE #3: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.

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$274,714.00

REFERENCE #3: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
N/A

REFERENCE #3: DATE OF PROJECT COMPLETION
11/06/2025

REFERENCE #3: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
N/A

REFERENCE #4: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
PW-01-26-26 VETERANS MEMORIAL BUILDING -ADA PARKING.

REFERENCE #4: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
MOBILIZATION, CONCRETE WALL, SIDEWALK,ASPHALT, CURB RAMP, POST SIGNS AND PARKING METER RELOCATE.

REFERENCE #4: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
CITY OF ALAMEDA -PUBLIC WORK DEPARMENT-950 WEST MALL SQUARE ROOM 110 ALAMEDA CA 94501 -- PHONE: 747-7930

REFERENCE #4: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
ALAN VIET TA-PROJECT MANAGER

REFERENCE #4: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
CONTRACT AMOUNT $ 39,336.00 Final Contract Including Change Orders:$43,270.00

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REFERENCE #4: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
N/A

REFERENCE #4: DATE OF PROJECT COMPLETION
04/10/2026

REFERENCE #4: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
N/A

10. BOND INFORMATION

You can enter your Bid Bond information in the Surety2000 question below.

OR

You may also submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

DO YOU WANT TO USE SURETY2000 TO SUBMIT YOUR BONDING INFORMATION?*
If you choose to upload bond forms not using Surety2000, you will need to submit the hard copy originals, prior to the bid due date and time, to engineering at:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

Yes

BIDDER'S BOND - SURETY2000*

Docusign Envelope ID: 87D31300-5D60-84DD-80CC-F6CEA59FCD79

Please enter your Bid Bond information from Surety2000 below.

Bond ID: SCA0720915067

Vendor ID: 23293

11. OTHER DOCUMENTS AND CERTIFICATIONS

SUBCONTRACTORS*
Please download the below documents, complete, and upload.

- SUBCONTRACTORS.Update.pdf

SUBCONTRACTORS.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS	$25,391.00	$25,391.00
2	Erosion Control	1	LS	$1,500.00	$1,500.00
3	Traffic Control (PMP)	1	LS	$4,850.00	$4,850.00
4	Remove and dispose existing improvements	1	LS	$43,616.00	$43,616.00
5	Remove and relocate existing access slide gate, gate motor, and gate card reader pad	1	LS	$33,440.00	$33,440.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	Wood fence and decorative columns	1	LS	$4,247.00	$4,247.00
7	Remove and relocate existing fueling station, 2" electrical conduit with connections, electrical pull box	1	LS	$5,000.00	$5,000.00
8	Earthwork and Grading	1	LS	$34,186.00	$34,186.00
9	36" French Drain (HDPE)	55	LF	$1,108.34	$60,958.70
10	3" Under Drain Pipe (DIP)	87	LF	$229.00	$19,923.00
11	Manhole	1	EA	$10,000.00	$10,000.00
12	Manhole With Grate	1	EA	$12,000.00	$12,000.00
13	Minor Concrete (Commercial Driveway)	1,760	SF	$23.70	$41,712.00
14	Minor Concrete (Sidewalk)	695	SF	$12.90	$8,965.50
15	Access Ramp (Added labor and detectable warning)	4	EA	$550.00	$2,200.00
16	Minor Concrete (Drive Aisle)	3,511	SF	$23.70	$83,210.70
17	Minor Concrete (Curb and Gutter)	15	LF	$88.80	$1,332.00
18	Minor Concrete (MOW strip)	21	LF	$25.00	$525.00
19	Minor Concrete (Fueling Station Pad)	72	SF	$84.60	$6,091.20
20	Bollards	7	EA	$850.00	$5,950.00
21	Aggregate Base	209	TON	$121.00	$25,289.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	Hot Mix Asphalt	146	TON	$282.30	$41,215.80
23	All other work not included in other bid items	1	LS	$2,500.00	$2,500.00
TOTAL					**$474,102.90**

ADDITIVE BID ALTERNATE "A"

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
24	Hot Mix Asphalt	8	TON	$3,015.00	$24,120.00
25	Minor Concrete (Drive Aisle)	9,013	SF	$23.70	$213,608.10
26	Earthwork and Grading	1	LS	$59,878.00	$59,878.00
TOTAL					**$297,606.10**

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AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X _____

Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 20 day of July, 20 26

by Maria Nanez proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

NOTARY PUBLIC SIGNATURE

(AFFIX SEAL)

JUANITA LUBRANO
Notary Public - California
Contra Costa County
Commission # 2482294
My Comm. Expires Feb 22, 2028

Juanita Lubrano

NOTARY PUBLIC PRINTED NAME

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SUBCONTRACTORS

Prime Contractor: RNR PAVING INC. DIR NUMBER: PW-LR-1000515384

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or Labor or who will render service to the Prime Contractor in or about the construction of the Work or Improvement, or a subcontractor duly licensed who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or Improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's Total Bid or, in the case of Bids or Offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the Prime Contractor's total Bid or $10,000 whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
Golden Bay Fence Plus Iron Works Inc.	License#664905	DIR#1000000720	Address #4104 B. St. Stockton CA 95207	Item:#5 = 5%
MUDSLINGER -Concrete Pumping-		DIR#2000007588	Address #1306 Granite Lane Modesto CA 95351-1120	Item #16=1.4%

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Exhibit B

EXHIBIT B PAYMENT BY FORCE ACCOUNT

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EXHIBIT B
PAYMENT BY FORCE ACCOUNT

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

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:

    1.1 Basic hourly wage
    1.2 Health and welfare
    1.3 Pension
    1.4 Vacation
    1.5 Training
    1.6 Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:

    2.1 Workers' compensation insurance
    2.2 Social security
    2.3 Medicare
    2.4 Federal unemployment insurance
    2.5 State unemployment insurance
    2.6 State training taxes

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

(a) Home office overhead

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

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

1. A fifteen percent (15%) markup is added;

2. Supplier discounts are subtracted whether the Contractor takes them or not;

3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;

4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:

   4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
   4.2 Current wholesale price for those materials;

5 If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:

   1.1 During that period
   1.2 In the quantities used

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

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.

2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.

3. Fifteen percent (15%) percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

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

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:

    1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
    1.2. Current during the work paid by force account.
    1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
        1.3.1. Rented from equipment business Contractor does not own.
        1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.

2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
    2.1. Rented from equipment business Contractor does not own.
    2.2. The City Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor’s normal sources or from one of Contractor’s subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable

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5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account and:
   3.1. Hourly rates are paid in 1/2-hour increments
   3.2. Daily rates are paid in 1/2-day increments

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25

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3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account

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

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

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

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Exhibit C

EXHIBIT C WORKERS' COMPENSATION INSURANCE CERTIFICATION

Docusign Envelope ID: 87D31300-5D60-84DD-80CC-F6CEA59FCD79

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____ Date: _____

_____
(Typed or Printed Name)

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

_____

_____

_____

Business Phone: ( ) _____

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Exhibit D

EXHIBIT_D_PERFORMANCE_BOND

Docusign Envelope ID: 87D31300-5D60-84DD-80CC-F6CEA59FCD79

EXHIBIT D

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock,** State of California, has awarded to **RNR Paving Inc**, hereinafter designated as the "Principal," a contract for **Project No. 25-010, "Fire Station No. 33 Site Improvements";** and,

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

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

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

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

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

[*Signatures on Following Page*]

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

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Exhibit E

EXHIBIT_E_PAYMENT_BOND

Docusign Envelope ID: 87D31300-5D60-84DD-80CC-F6CEA59FCD79

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to **RNR Paving Inc**, hereinafter designated as the "Principal", a contract for **Project No. 25-020, "Fire Station No. 33 Improvements"**; and

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

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

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

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

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

[*Signatures on Following Page*]

Docusign Envelope ID: 87D31300-5D60-84DD-80CC-F6CEA59FCD79

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

City Council Staff Report

July 28, 2026

From:	Jason Hedden, Police Chief
Prepared by:	Amanda Fortado, Support Operations Manager
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting an allocation of funds to administer the Cannabis Tax Fund Grant Program (CTFGP) from the California Highway Patrol (CHP), in the amount of $246,037, and appropriating said funds to Fund 266 “Police Services Grants”

2. NARRATIVE:

On June 30, 2026, the Turlock Police Department received conditional approval for funding under the California Highway Patrol's Cannabis Tax Fund Grant Program (CTFGP). Department staff applied for the grant to support a comprehensive traffic safety initiative focused on reducing alcohol and drug impaired driving fatalities and injuries while increasing public awareness of the dangers associated with impaired driving.

The Turlock Police Department continues to address ongoing traffic safety challenges related to impaired driving that affect both residents and visitors throughout the City of Turlock. Although recent enforcement and public education efforts have contributed to modest reductions in overall traffic collisions, impaired driving remains a significant and complex public safety concern requiring continued enforcement and prevention efforts.

As part of the grant application, Department staff proposed a comprehensive impaired driving traffic safety program that integrates targeted enforcement and public education. The City has been conditionally awarded grant funding in the amount of $246,036.35. Grant funds will be used to support impaired driving enforcement operations and to purchase equipment necessary for DUI enforcement activities, including an enforcement motorcycle, a patrol vehicle, and a portable message board.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriation of grant funds in the amount of $246,037 to revenue account number 266-20-255-367.34178 “State Grant Revenue” and $48,037 to expense account numbers in 266-20-255-367 for over-time and related benefits and $198,000 to expense account 266-20-255-367.51020 "Equipment Replacement."

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 “organization 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. ALTERNATIVES:

Alternative: Decline to accept the grant due to administrative obligations. This forfeits outside funding in the support of operations intended to further protect the community.

6. ATTACHMENTS:

1. Draft Resolution
2. Grant Attachment

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AN ALLOCATION OF FUNDS TO ADMINISTER THE CANNABIS TAX FUND GRANT PROGRAM (CTFGP) FROM THE CALIFORNIA HIGHWAY PATROL (CHP), IN THE AMOUNT OF $246,037, AND APPROPRIATING SAID FUNDS TO FUND 266 "POLICE SERVICES GRANTS"	**RESOLUTION NO. 2026-**

WHEREAS, on June 30, 2026, the Turlock Police Department received conditional approval for funding under the California Highway Patrol's Cannabis Tax Fund Grant Program (CTFGP); and

WHEREAS, staff applied for the grant to support a comprehensive traffic safety initiative focused on reducing alcohol and drug impaired driving fatalities and injures while increasing public awareness of the dangers associated with impaired driving; and

WHEREAS, staff proposed a program that integrates targeted enforcement, specialized training and public education using the funding; and

WHEREAS, funds are intended to support this program through impaired driving enforcement operations, as well as through the purchase of equipment necessary for these activities including an enforcement motorcycle, a patrol vehicle and a portable message board.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept an allocation of funds to administer the Cannabis Tax Fund Grant Program (CTFGP) from the California Highway Patrol (CHP), in the amount of $246,037, and appropriating said funds to Fund 266 "Police Services Grants"

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

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

State of California-Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 30, 2026

File No.: 060.17344.19741

Jason Watson
Turlock Police Department
244 North Broadway
Turlock, CA 95380

Dear Mr. Watson:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Turlock Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of $246,036.35. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

For/

M. W. HEADRICK, Chief
Enforcement and Planning Division

State of California
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
GRANT AGREEMENT - Page 1

Award Number
30976

1. GRANT TITLE
FY26/27 CTFGP Law Enforcement – Turlock Police Department

2. NAME OF ORGANIZATION/AGENCY
Turlock Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Turlock Police Department -Traffic Safety Unit

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2026 To: 06/30/2027

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.
The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $246,036.35

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: John J. Murphy
Title: City Manager
Phone: (209) 668-5428

Address: 156 South Broadway
Turlock, CA 95380

E-Mail: JJMurphy@turlock.ca.us

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Elliotte Johnson Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ElJohnson@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Michael Lenhardt
Title: Principal Accountant
Phone: (209) 668-6557

Address: 244 North Broadway
Turlock, CA 95380

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:

      i. The dangers of drug abuse in the workplace.

      ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

      iii. Any available counseling, rehabilitation, and employee assistance programs.

      iv. Penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the Project will:

      i. Receive a copy of the company's drug-free workplace policy statement.

      ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

   a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

   a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

   b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

   c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

   d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

   a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

   b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

   a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

   b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Turlock Police Department

The Grantor determined awards and adjustments based on the Project's merit, operational scale, compliance with the Request for Application (RFA), and program regulations. Certain activities or budget items proposed in Schedule A may have been deemed ineligible for funding. The final, binding list of authorized activities and expenses is set forth in Schedule B - Detailed Budget Estimate.

Project Description

The goal of this project is to reduce alcohol- and drug-involved fatalities and injuries and increase public awareness of the dangers associated with impaired driving. The Turlock Police Department proposes a comprehensive impaired-driving traffic safety project integrating enforcement, training, and public education.

DUI/DUID enforcement operations will include 16 DUI/DUID Saturation Patrols and two DUI/DUID Checkpoints conducted throughout the project period, focusing on identifying and removing alcohol- and drug-impaired drivers, including cannabis-impaired drivers, from Turlock roadways.

To support these efforts, the Department seeks to acquire one DUI/DUID enforcement motorcycle, one DUI/DUID enforcement truck, and one portable message board. The motorcycle will be assigned to Traffic Safety Unit personnel trained in impaired-driving detection and investigation and will support grant-funded DUI/DUID enforcement efforts. The enforcement truck will support checkpoint and saturation patrol operations, including equipment transport and deployment, and may be operated by SFST-trained personnel assigned to those activities. The portable message board will notify the public of upcoming DUI/DUID checkpoints and display impaired-driving prevention messaging during non-checkpoint periods.

The project will also enhance officer training and include public education efforts emphasizing the risks and consequences of alcohol- and drug-impaired driving, including cannabis impairment. Through this coordinated approach, the Department aims to deter impaired driving and reduce DUI-related collisions, injuries, and fatalities within the City of Turlock.

Problem Statement

The Turlock Police Department continues to face ongoing traffic safety challenges related to impaired driving that impact both residents and visitors within the City of Turlock. While recent enforcement and education efforts have contributed to modest reductions in overall collisions, impaired driving remains a significant and complex traffic safety concern.

Recent collision data demonstrates that injury-producing crashes continue to occur at a high rate. In 2025, the City of Turlock experienced 656 traffic collisions, including 341 injury collisions involving 496 victims. Although this reflects a slight decrease from prior years, the sustained number of injury collisions highlights the continued need for focused impaired-driving prevention and enforcement strategies. Alcohol-involved collisions remain prevalent, with 94 DUI-related crashes reported in 2025, underscoring the persistent risk posed by impaired drivers on local roadways.

Turlock's roadway environment is further impacted by regional traffic patterns. The city features a large retail and commercial shopping corridor located directly off State Route 99, including major destination businesses such as Costco, Target, Home Depot, and Lowe's. This shopping area attracts a high volume of out-of-town motorists throughout the week, increasing traffic congestion and the potential for impaired-driving incidents involving drivers unfamiliar with local roadways. Additionally, the City of Turlock is home to three licensed cannabis dispensaries, increasing the need for proactive enforcement, training, and education efforts related to cannabis-impaired driving.

The challenge of drug-impaired driving is further compounded by the difficulty in detection and enforcement. Unlike alcohol impairment, cannabis impairment is more difficult to quantify and often underreported, as it relies heavily on officer observations, training, and investigative techniques rather than a single objective measurement. As cannabis use becomes more normalized, the potential for cannabis-impaired driving presents an increasing threat to roadway safety.

Turlock also serves a diverse population of residents, commuters, and a significant student population associated with California State University, Stanislaus, further increasing exposure to impaired-driving risks.

These factors reinforce the need for continued, data-driven enforcement, enhanced officer training, and public education efforts focused on the dangers of DUI/DUID, including cannabis impairment. Grant funding is requested to support these coordinated strategies aimed at deterring impaired driving and reducing DUI-related collisions, injuries, and fatalities within the City of Turlock.

Performance Measures/Scope of Work (Proposed Solution)

16 DUI/DUID Saturation Patrols

(Q1 = 4, Q2 = 4, Q3 = 4, Q4 = 4)

Conduct 16 grant-funded DUI/DUID Saturation Patrols staffed with approximately two officers conducting proactive enforcement in high-risk locations and time periods. Aim to reduce DUI/DUID-related injury and fatal collisions through increased visibility and deterrence.

Resources: Personnel overtime; grant-funded enforcement vehicles (as applicable).

2 DUI/DUID Checkpoints

(Q2 = 1, Q4 = 1)

Conduct 2 grant-funded DUI/DUID Checkpoints staffed with approximately eight officers, one sergeant, one community service officer, and one dispatcher. Aim to reduce impaired driving through visible enforcement and education efforts.

Resources: Personnel overtime; DUI/DUID Enforcement Truck; Portable Message Board.

1 DUI/DUID Enforcement Motorcycle

(Q1 = Purchase, Q2 = Receive/Outfit, Q2–Q4 = Deploy)

Acquire and deploy 1 DUI/DUID Enforcement Motorcycle to enhance mobility, visibility, and proactive enforcement capacity during grant-funded impaired-driving operations.

1 DUI/DUID Enforcement Truck

(Q1 = Purchase, Q2 = Receive/Outfit, Q2–Q4 = Deploy)

Acquire and deploy 1 DUI/DUID Enforcement Truck to support checkpoint and saturation patrol operations, including equipment transport and operational deployment.

1 Portable Message Board

(Q1 = Purchase, Q2 = Receive, Q2–Q4 = Deploy)

Acquire and deploy 1 portable message board to notify the public of upcoming DUI/DUID checkpoints and display impaired-driving prevention messaging.

Project Performance Evaluation

Project effectiveness will be evaluated on a quarterly basis through structured review of quantitative and qualitative data related to DUI/DUID enforcement, education, and operational outcomes. The Traffic Safety Unit supervisor, serving as the grant coordinator, will be responsible for scheduling enforcement operations, tracking performance metrics, and compiling required reports.

Quantitative evaluation will include the number of DUI/DUID Saturation Patrols and Checkpoints conducted, enforcement contacts, DUI/DUID arrests, citations issued, and collision data, including DUI/DUID-related injury and fatal crashes. Baseline data from calendar year 2025 will be used for comparison to evaluate changes in enforcement activity and impaired-driving collision trends during the project period.

Schedule A

Data will be obtained through the Department's Records Management System (RMS), Computer-Aided Dispatch (CAD), and collision reporting systems. Quarterly reviews will be conducted to identify high-risk locations, time periods, and emerging impairment trends.

Qualitative evaluation will include assessment of enforcement visibility, community feedback, officer observations regarding impaired-driving trends (including cannabis-related impairment), and case outcomes. Supervisors will assess operational effectiveness and adjust deployment strategies and training focus as necessary to improve enforcement impact and case quality.

Project results will be reviewed internally by the Traffic Safety Unit supervisor and grant coordinator to ensure compliance, operational effectiveness, and alignment with project objectives. Externally, enforcement operations and outcomes will be shared with the community through press releases, social media platforms, and coordination with local media outlets. Required performance data will be submitted to the CHP Cannabis Grants Unit in accordance with grant reporting requirements.

Through continuous data analysis, adaptive deployment, and transparent communication, the Turlock Police Department will evaluate and demonstrate the project's effectiveness in reducing impaired driving and improving roadway safety within the City of Turlock.

Program Sustainability

The Turlock Police Department maintains an established Traffic Safety Unit (TSU) consisting of three full-time motor officers and one motor sergeant, with additional auxiliary motor officers assigned as collateral duty personnel. DUI/DUID enforcement operations are a core public safety function and are conducted regardless of grant funding availability.

The Department routinely conducts impaired-driving enforcement during high-risk periods and special events, including the annual Stanislaus County Fair held within the City of Turlock. While the Sheriff's Office staffs operations inside the fairgrounds, Turlock Police Department is responsible for surrounding roadway enforcement and traffic control, including DUI/DUID detection efforts. The Department also collaborates with regional partners, including Modesto Police Department and the Stanislaus County Sheriff's Office, during multi-agency DUI enforcement operations.

Grant funds will enhance existing enforcement capacity through additional equipment and focused deployment; however, DUI/DUID enforcement efforts are not dependent upon grant funding. If future grant funds are reduced or unavailable, the Department will continue impaired-driving enforcement using regular-duty staffing and existing resources. Equipment acquired through this grant will have a long service life and will remain dedicated to impaired-driving enforcement beyond the grant performance period. Routine maintenance and operational costs will be supported through the Department's existing budget.

Administrative Support

The Turlock Police Department is a full-service municipal law enforcement agency responsible for providing public safety services within the City of Turlock. The Department maintains an established Traffic Safety Unit (TSU) consisting of three full-time motor officers and one motor sergeant, with additional auxiliary motor officers assigned as collateral duty personnel. The TSU is responsible for traffic enforcement, collision investigation, DUI/DUID enforcement, and traffic safety education efforts within the City.

The Department has experience administering and successfully completing traffic safety grants, including Office of Traffic Safety (OTS) grants. Established internal procedures are in place for grant compliance, documentation, and reporting. The Traffic Safety Unit supervisor will serve as the grant coordinator and will be responsible for scheduling enforcement operations, monitoring performance measures, tracking expenditures, and ensuring compliance with all grant requirements throughout the Project Performance Period.

Administrative and fiscal support will be provided through the City of Turlock's established finance and administrative systems. Purchasing, payroll processing, and budget oversight will be managed in accordance with City policies to ensure accurate tracking of grant expenditures and timely reimbursement submissions. The Department has experience coordinating with City finance personnel to ensure compliance with state grant requirements and audit standards.

Schedule A

Operationally, the Department possesses the physical resources necessary to conduct DUI/DUID enforcement operations, including checkpoint equipment, traffic control devices, safety equipment, and trained personnel certified in Standardized Field Sobriety Testing (SFST). Personnel assigned to grant-funded operations have experience conducting DUI/DUID Saturation Patrols, DUI/DUID Checkpoints, and multi-agency enforcement efforts. The Department regularly collaborates with regional partners, including the Stanislaus County Sheriff's Office and Modesto Police Department, during coordinated enforcement operations.

The requested equipment will supplement existing resources and enhance the Department's ability to conduct high-visibility impaired-driving enforcement operations. The project has the full support of Department leadership, and the organizational structure, staffing, administrative oversight, and operational experience are in place to successfully complete the Project within the Project Performance Period.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
30976	Turlock Police Department	$246,036.35

Cost Category	Line Item Name	Total Cost to Grant
Personnel		
	DUI Saturation Patrol	$32,408.35
	DUI Checkpoints	$15,628.00
Category Sub-Total		**$48,036.35**
Equipment		
	DUI Message Board	$22,000.00
	DUI Motorcycle	$56,000.00
	DUI Patrol Vehicle	$120,000.00
Category Sub-Total		**$198,000.00**

Grant Total	$246,036.35

Schedule B-1
Budget Narrative

Turlock Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Personnel

DUI Saturation Patrol
$32,408.35
16 DUI/DUID Saturation Patrols (Q1=4, Q2=4, Q3=4, Q4=4). Each saturation patrol will be staffed with two Police Officers working overtime for six hours per operation. Total operations: 16. Total officer hours: 16 operations × 2 officers × 6 hours = 192 hours.
Police Officer overtime wage rate (including applicable pays such as POST certification, longevity, bilingual, and education incentives) is $149.03 per hour. Applicable benefit rates include Workers Compensation (2.2380%), City Liability (9.5734%), and Medicare (1.45%), totaling 13.2614%. The fully burdened overtime rate is $168.79 per hour.
Total cost calculation: 192 hours × $168.79 per hour = $32,408.35.

DUI Checkpoints
$15,628.00
2 DUI/DUID Checkpoints (Q2=1, Q4=1). Each checkpoint will be conducted for six hours and staffed with eight Police Officers, one Sergeant, one Community Service Officer (CSO), and one Dispatcher working overtime.

Total hours per classification:
Officers: 2 checkpoints × 8 officers × 6 hours = 96 hours
Sergeant: 2 checkpoints × 1 × 6 hours = 12 hours
CSO: 2 checkpoints × 1 × 6 hours = 12 hours
Dispatcher: 2 checkpoints × 1 × 6 hours = 12 hours

Police Officer OT rate calculated as follows: base monthly pay $9,229 plus 6% increase, plus applicable incentives (education 7.5%, bilingual 5%, POST certifications 10%, longevity 7%), converted to hourly, multiplied by 1.5 overtime rate, plus 13.2614% benefits = $124.17 per hour.

Sergeant OT rate (including applicable incentives and benefits) = $147.87 per hour.
CSO OT rate (including applicable incentives and benefits) = $67.04 per hour.
Dispatcher OT rate (including applicable incentives and benefits) = $94.05 per hour.
Total Personnel Cost: $15,628.00.

Overtime rates are calculated using projected maximum eligible incentive pays and benefits to ensure sufficient budgeting, as individual compensation may vary based on step and qualifications.

Equipment

DUI Patrol Vehicle
$120,000.00
DUI/DUID Enforcement Truck (Fully Outfitted Patrol Vehicle).
Quantity: 1- Base Vehicle Unit Cost: Approximately $80,000 Emergency Lighting, Siren, Safety Equipment, and Upfitting Labor: Approximately $30,000 Radio and Communication Equipment (permanently installed): Approximately $9,500
Total Estimated Fully Outfitted Cost: Not-to-Exceed $120,000.00
The Turlock Police Department requests funding to purchase one fully outfitted DUI/DUID Enforcement Truck to support grant-funded DUI/DUID Saturation Patrols and DUI/DUID Checkpoints identified in the Performance Measures section.

The vehicle will be configured consistent with the Department's standard patrol fleet and will include permanently affixed emergency lighting, siren system, radio and communication equipment, and related officer safety equipment

Schedule B-1
Budget Narrative

Turlock Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

necessary for high-visibility enforcement operations.
This vehicle will be utilized during the 16 approved DUI/DUID Saturation Patrols and 2 DUI/DUID Checkpoints to transport personnel, equipment, and provide high-visibility enforcement presence. The truck will enhance operational capacity, officer safety, and enforcement effectiveness during impaired-driving operations within the City of Turlock.
The vehicle will be purchased at the beginning of the Project Performance Period and will have an expected service life of approximately 8–10 years. The City of Turlock will be responsible for all ongoing maintenance, fuel, and operational costs beyond the grant period.
NOTE: CGU WILL ONLY COVER 1 YEAR RADIO ESSENTIAL SERVICE- AGENCY IS RESPONSIBLE FOR REMAINING WARRANTY COSTS.

DUI Motorcycle
$56,000.00
DUI/DUID Enforcement Motorcycle (BMW RT-P or equivalent).
Quantity: 1- Base Motorcycle Unit Cost (including factory options and dealer installation): Approximately $43,991, Radio and permanently installed communication equipment: Approximately $9,500, Helmet communication (PVP) system: Approximately $2,000.
Total Estimated Fully Outfitted Cost: Not-to-Exceed $56,000.00.
The Turlock Police Department requests funding to purchase one fully outfitted DUI/DUID Enforcement Motorcycle to support the 16 approved DUI/DUID Saturation Patrols identified in the Performance Measures section. The motorcycle will be configured consistently with the Department's existing fleet configuration and will include permanently affixed emergency lighting, siren system, radio and communication equipment, and officer safety equipment necessary for high-visibility impaired-driving enforcement operations.
This equipment directly supports CTFGP-funded DUI/DUID Saturation Patrol activities by enhancing mobility, visibility, and proactive enforcement capability. The motorcycle will be purchased at the beginning of the Project Performance Period and is expected to have a service life of approximately 5-10 years. The City of Turlock will be responsible for all ongoing maintenance and operational costs beyond the grant period.

NOTE: CGU WILL ONLY COVER 1 YEAR RADIO ESSENTIAL SERVICE- AGENCY IS RESPONSIBLE FOR REMAINING WARRANTY COSTS

DUI Message Board
$22,000.00
The Turlock Police Department requests funding to purchase one portable variable message board to support grant-funded DUI/DUID Checkpoints and impaired-driving education efforts. The requested unit will feature a MUTCD-compliant full-matrix amber LED display capable of programmable text-based and warning messages. The sign will be deployed during the two approved DUI/DUID Checkpoints to notify approaching motorists of enforcement activity and enhance deterrence. During non-checkpoint periods, the device will display impaired-driving prevention messaging, including alcohol- and cannabis-related impairment warnings.
The message board's programmable display and data capabilities will enhance visibility, increase public awareness, and support deterrence efforts directly tied to CTFGP-funded DUI/DUID Checkpoints and Public Education activities. The equipment will be purchased at the beginning of the Project Performance Period and will have a service life exceeding one year.

City Council Staff Report

July 28, 2026

From:	Bill Morris, City Engineer
Prepared by:	Carrie Braley, Staff Services Analyst
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Final Map and Subdivision Improvement Agreement with Bright Development, Inc., conditioned upon construction of improvements for the Verano subdivision Phase 1 (VTSM 2024-02, Development Project No. 25-042), developed by Bright Development, Inc.

2. NARRATIVE:

The Verano subdivision will include subdividing 13.61 acres into 114 residential lots that will range from 3,150 to 5,488 square feet. The Phase 1 will create 49 lots and most of the development improvements. The Verano subdivision is located at 1601 W. Monte Vista Ave and 3201 Four Seasons Dr. (APN 087-012-053 through 087-008-085). The Planning Commission originally approved the vesting tentative subdivision map after holding a public hearing on February 6, 2025. The resolution is attached to this staff report (Attachment "1").

The division of land for development is subject to the requirements and procedures in the California Map Act. The division of land into four (4) or less parcels is executed through the parcel map process. The division of land into five (5) or more parcels is executed through the subdivision map process. Since the Verano subdivision is a division of an existing parcel into 114 residential parcels, the division of land for this development will follow the subdivision map process.

Developments using the parcel map process are allowed to defer necessary improvements by placing a statement on the final map. Developments using the subdivision map process, however, must either install the improvements prior to recordation of the final map or execute an agreement to install the improvements within a specified amount of time. In an effort to expedite the recordation of the final map, the developers of the Verano subdivision have chosen to execute an agreement to install the improvements. This agreement, otherwise known as a Subdivision Improvement Agreement, allows the developer to move forward with the development project while ensuring the construction of the infrastructure improvements within a specified timeframe.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote development. Final maps convert a tentative subdivision map from a conceptual approval by the City's Planning Commission into a legal subdivision of land, and they locate precisely the land being subdivided and how that land is to be subdivided. The recordation of the final map is consistent with the policy goals of the City. The final map and agreement conditioned upon construction of improvements for the Verano subdivision, when executed, will ensure that the development installs the required improvements.

Pursuant to Section 66462 of the Subdivision Map Act, the City Council may require the

subdivider to enter into a subdivision improvement agreement if the improvements conditioned to the subdivision have not been completed and accepted prior to the approval of the final map.

Pursuant to Section 66458 of the Subdivision Map Act and Turlock Municipal Code 11-5-601, the City Council has the authority to approve all final maps.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No direct impact. The subdivision is a private development and paid for by the developer, Bright Development, Inc. The subdivision, as a condition of development, will join the Community Facilities District #3 (maintenance services) to pay for the maintenance of the public infrastructure created by this development.

4. ENVIRONMENTAL DETERMINATION:

On February 11, 2025, the City Council adopted a Mitigated Negative Declaration of Environmental Effect and Mitigation Monitoring and Reporting Program.

5. ALTERNATIVES:

A. Council could choose to reject the Subdivision Improvement Agreement. Staff does not recommend this action as the developer has agreed to the terms and conditions of the agreement, and the agreement complies with the requirements and conditions of the vesting tentative subdivision map.

B. Council could choose to disapprove the final map. Staff does not recommend this alternative as the final map complies with the requirements and conditions of the vesting tentative subdivision map and is required to be approved and recorded prior to the issuance of building permits.

6. ATTACHMENTS:

1. Planning Commission Resolution 2025-05
2. Subdivision Improvement Agreement with Bright Development, Inc.

Filing Requested By:

City of Turlock
Development Services
Planning Division
156 S. Broadway, Suite 120
Turlock, CA 95380-5456

When Filed Mail To:

Same as above

EXEMPT FROM FEE PER GOVERNMENT CODE §6103

* $ R 0 0 0 0 4 6 2 2 5 0 $ *

Stanislaus County Recorder
Donna Linder, County Clerk-Recorder
DOC - 2025-0009672
Thursday, February 27, 2025 12:12:19
Customer: Public
Total Paid: No Fee **Receipt #: 2025262466**
JAC / chqvzv2 / 1-19

SPACE ABOVE THIS LINE FOR CLERK'S USE ONLY

RESOLUTION NO. 2025-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TURLOCK APPROVING VESTING TENTATIVE SUBDIVISION MAP 2024-02 (Bright Homes - Verano)

PROPERTY OWNER:	Greencabin LLC 1620 N Carpenter Rd. BLDG B Modesto, CA 95351
APPLICANT:	Bright Development 1620 N Carpenter Rd. BLDG B Modesto, CA 95351
SITE ADDRESS:	1601 W. Monte Vista Ave and 3201 Four Seasons Dr.
APN:	087-012-053 and 087-008-085

WHEREAS, Bright Development has submitted an application to subdivide two parcels totaling 13.61 acres into 114 single-family residential lots; and

WHEREAS, typical lot sizes will range from 3,150 to 5,488 square feet; and

WHEREAS, lot widths range from 45' wide to 70' wide; and

WHEREAS, the Planned Development would allow for deviations in the minimum lot size, lot dimensions, setbacks, street width, and placement of the masonry wall; and

WHEREAS, the project will be developed generally in accordance with standards established for the Medium Density Residential (RM) zoning district; and

WHEREAS, the properties affected by this Resolution is described as Stanislaus County Assessor Parcel No. 087-012-053 and 087-008-085; and,

WHEREAS, the Planning Commission of the City of Turlock approved Resolution 2025-02 recommending the City Council adopt a mitigated negative declaration and mitigation monitoring and reporting program for the project; and

WHEREAS, after a duly noticed public hearing held on February 6, 2025, the Planning Commission found and determined as follows:

Section 1. The Planning Commission recommends the City Council adopts a Mitigated Negative Declaration of Environmental Effect and Mitigation Monitoring Program, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 2012-156. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
    a. There are no substantial changes that have occurred with respect to the circumstances under which the General Plan EIR was certified, and
    b. There is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. That General Plan Amendment 2024-01, Rezone 2024-02 Planned Development 284 and Vesting Tentative Subdivision Map No 2024-02 (Bright Development) would be permissible subject to the following findings:

1. The proposed subdivision is in conformance with the General Plan.
2. That the design and improvements are consistent with the General Plan.
3. That the site is physically suited for the type of proposed development.
4. That the site is physically suitable for the potential density of the proposed development.
5. That the proposed subdivision or associated improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
6. That the design of the project or the types of improvements will not cause public health problems.
7. That the discharge of waste from the proposed subdivision into the Turlock Treatment Facility will not violate existing requirements prescribed by the California Regional Water Quality Control Board.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock that General Plan Amendment 2024-01, Rezone 2024-02 Planned Development 284 and Vesting Tentative Subdivision Map No 2024-02 (Bright Development) is hereby approved and subject to compliance with all applicable codes and ordinances and subject to the terms and conditions set forth below. All conditions listed below shall be complied with prior to issuance of Certificate of Occupancy, or equivalent, unless otherwise stipulated:

Planning Division (668-5640)

1. Approval of Vesting Tentative Subdivision Map 2024-02 is contingent upon obtaining City Council approval of General Plan Amendment 2024-01 and Rezone 2024-02 authorizing the zoning change of 1601 W. Monte Vista Avenue, Stanislaus County APN 087-012-053, from Community Commercial (CC), to Planned Development 284 and 3201 Four Seasons Drive, Stanislaus County APN 087-008-085 from Medium Density Residential to Planned Development 284. All conditions of approval of General Plan Amendment 2024-01 and Rezone 2024-02 (PD 284) are hereby made conditions of approval for Vesting Tentative Subdivision Map 2024-02 and are hereby incorporated by reference.
2. Minor amendments to the site layout, building design, and other conditions contained within this approval may be authorized by the Development Services Director on a case-by-case basis, provided that such amendments are consistent with the overall intent and purpose of the conditions contained herein.
3. All mitigation measures contained in the Initial Study prepared for the proposed project are hereby made conditions of approval for Vesting Tentative Subdivision Map 2024-02, Rezone 2024-02, Planned Development 284 and General Plan Amendment 2024-01 and are hereby incorporated by reference.
4. This approval authorizes the subdivision of approximately 13.61 acres of land into 114 residential lots. The subdivision shall conform generally to the standards of the Medium Density Residential zoning district.
5. The subdivision shall be developed in accordance with the vesting tentative subdivision map, submitted as part of the application for this project, except as may

be amended herein. (Attachment 1)

6. The sound walls deviate from the setbacks established in the RM zoning district and are permitted to be constructed on the property lines as indicated on the tentative subdivision map. No portion of the wall shall be located in the clear vision triangle.

7. Residential fences shall maintain the same setbacks as the house as indicated below:

Setbacks	PD 284 Setbacks
Front yard	10 feet
Side yard (interior)	5 feet
Corner side (street)	10 feet
Rear	16 feet

8. With the exception of the required sound wall, no fence shall exceed 7-feet in height, unless a documented noise study dictates otherwise.

9. No fence or wall or related appurtenance shall constitute a vision hazard as determined by the City Engineer or designee.

10. The sound walls shall not be located in the clear vision triangle.

11. Individual house addresses will be assigned by the Planning Division pursuant to TMC §8-400ART.

12. Exterior mechanical equipment, except solar collectors affixed to the roof and residential utility meters, shall be screened from public view on all sides. Equipment to be screened includes, but is not limited to, heating, air conditioning, refrigeration equipment, plumbing lines, duct work, and transformers. Satellite dish antennas and microwave equipment shall be screened in accordance with TMC §9-2-101, Accessory Buildings or Structures.

13. Plans for the development of typical front yard landscaping to be installed by the developer shall be submitted to the Planning Division for review and approval prior to the issuance of any building permit. The subdivision shall comply with the Water Efficient Landscape Ordinance (TMC § 9-2-109).

14. A Homeowners Association or Assessment District shall be formed for the maintenance of the private streets.

15. The owner shall establish Covenant, Conditions, and Restrictions (CC&Rs), which shall be recorded on each subdivision lot. This agreement shall include the following minimum requirements:
    a. Legally create an automatic membership nonprofit homeowners or property owner's association or similar organization
    b. Place title to the common property, if any, and all common improvement in the owner's association at such time as fifty (50%) percent of the lots or units are sold or occupied.
    c. Clearly identify all those improvements, property areas, and building/site appurtenances that are considered private improvements that are owned and maintained in common by all owners or tenants of the association.

d. Appropriately limit the uses of the common areas and improvements.
e. Give each lot owner and /or respective tenant the right to the use and enjoyment of the common area and improvements.
f. Place the responsibility for the operation and maintenance of the common properties and any common improvements in the owner's association.
g. Establish a reserve fund to cover all projected maintenance, utilities, or replacements projected for the first year. Such reserve fund shall be renewed annually in the owner's association budget under requirements to be specified in the owner's association documents.
h. Place an association charge on each lot/unit in a manner which will assure sufficient association funds to adequately maintain all common improvements, landscaped common areas, and building exteriors, and such charge shall be a lien on the property.
i. All exterior building finishes, colors, and building materials shall be constructed in accordance with those elements approved by the City and made a part of the Planned Development and shall be thereafter continuously maintained by a common maintenance company or program to assure continuity of exterior elements in perpetuity.
j. These restrictions shall include a provision that prohibits the dissolution of the owner's association or amendment to those applicable covenants conditioned herein, unless prior authorization is granted by the City of Turlock.
k. The Homeowners Association shall contract with a single, professional property management company to coordinate and manage the rental of any and all dwelling units within the development. Furthermore, the property management shall ensure that all rented properties continue to comply with the maintenance and upkeep requirements established by the CC&Rs.
l. The CC&Rs shall include a provision that ensures if Turlock Scavenger has problems with trash collection due to the size of the streets, the placements of the cans, or cars parking on the street the HOA will construct a common trash enclosure and abandon the use of individual garbage cans.

16. The Development Services Director or designee shall review the CC&Rs prior to their recordation for conformance with these requirements. A copy of the recorded document shall be provided to the Planning Division prior to the issuance of a Certificate of Occupancy.

17. All trash cans shall be stored behind the backyard fencing with the exception of trash collection day.

18. The HOA shall include requirements to limit street parking on garbage collection day to ensure there is adequate spacing and access for Turlock Scavenger.

19. All off-premise subdivision directory / sales signs proposed in conjunction with the project shall obtain a separate City of Turlock sign permit and comply with the sign criteria and standards established in the Turlock Municipal Code. Note: snipe signs (i.e. signs of a temporary nature advertising a specific event or product and which are illegally posted to trees, posts, poles, stakes, fences or similar support structures) are expressly prohibited.

20. The developer must comply with the requirements established in TMC § 9-2-120

(Underground Utilities).

21. To adequately fund the ongoing provision of public services (including but not limited to police, fire, and public maintenance), the subject property shall be included in a (Mello Roos) Community Facilities District to fund a Services Mitigation Fee. A final subdivision map shall not be recorded until the subject property has been annexed to the Community Facilities District. Pursuant to City Council Resolution 2004-31, annexation to the proposed Communities Facilities District is required to mitigate the project's impacts upon police, fire and public maintenance operations.

22. If there are model homes for the subdivision the developer shall comply with Section 9-2-109(12) of the City of Turlock Municipal Code.

23. The approval of this vesting tentative map approval shall expire in thirty-six (36) months unless extended in accordance with Article 4 of Turlock Municipal Code Chapter 11-5 or otherwise authorized under State Law pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

24. All homes shall be designed consistent with the standards contained in Section 2.5 of the General Plan. House plans will be reviewed and approved by the Planning Division staff prior to application for a building permit to ensure that the proposed house designs comply with the design standards of the General Plan and the City's adopted Design Guidelines.

25. The rear elevations of the houses along Monte Vista Avenue and Walnut Road and the side elevations of the houses along Four Seasons Drive and all corner side yards adjacent to street shall add architectural enhancements similar to the front elevations.

26. In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the city, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

27. The developer shall pay all City of Turlock city wide and specific plan development impact fees prior to issuance of the building permit.

28. All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not become a source of glare for adjoining residential properties.

29. Lighting shall be oriented to minimize impacts upon nearby residences.

30. Sources of high illumination shall be separated from light-sensitive receptors.

31. The applicant shall comply with all applicable federal, State, and local laws and regulations related to the protection and preservation of endangered and/or threatened species through consultations with appropriate agencies.

32. If ground disturbing activities, such as grading, occurs during the typical nesting season for songbirds and raptors, February through mid-September, the developer is required to have a qualified biologist conduct a survey of the site no more than 10

days prior to the start of disturbance activities. If nests are found, no-disturbance buffers around active nests shall be established as follows until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer on the nest for survival: 250 feet for non-listed bird species; 500 feet for migratory bird species; and one-half mile for listed species and fully protected species.

33. If nests are found, they should be continuously surveyed for the first 24 hours prior to any construction related activities to establish a behavioral baseline. Once work commences the nest shall be continuously monitored to detect any behavioral changes as a result of the project. If behavioral changes are observed, the work causing the change should cease and the Department consulted for additional avoidance and minimization measures.

34. If Swainson's Hawks are found foraging on the site prior to or during construction, the applicant shall consult a qualified biologist for recommended proper action, and incorporate appropriate mitigation measures. Mitigation may include, but are not limited to: establishing a one-half mile buffer around the nest until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer dependent on the nest for survival. Mitigating habitat loss within a 10-mile radius Mitigating habitat loss within a 10-mile radius of known nest sites as follows: providing a minimum of one acre of habitat management land or each acre of development for projects within one mile of an active nest tree. Provide a minimum of .75 acres of habitat management land for each acre of development for projects within between one and five miles of an active nest tree. Provide a minimum of .5 acres of habitat management land for each acre of development for projects within between five and 10 miles of an active nest tree.

35. In accordance with State Law, if potentially significant cultural, archaeological, or Native American resources are discovered during construction, work shall halt in that area until a qualified archaeologist can assess the significance of the find, and, if necessary develop appropriate treatment measures in consultation with Stanislaus County, Native American tribes, and other appropriate agencies and interested parties.

36. If human remains are discovered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.

37. In accordance with State Law, if any historical resources are found during construction, work is to stop, and the City of Turlock and a qualified professional are to be consulted to determine the importance and appropriate treatment of the find. If it is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resources shall be formulated and implemented.

38. If previously unrecorded archaeological resources, as defined by State Law are discovered, construction activities shall be suspended and a qualified archaeologist shall be called to evaluate the find and to recommend proper action.

39. The project shall connect to the City's Master Water and Storm Drainage System.

40. The project shall comply with the Regional Water Control Board's regulations and standards to maintain and improve groundwater and surface water quality. The applicant shall conform to the requirements of the Construction Storm Water General Permit and the Municipal Separate Storm Sewer System (MS4) Permit, including both Best Management Practices and Low Impact Development (post-construction) requirements.

41. If the project includes construction dewatering and it is necessary to discharge the groundwater to water of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit.

42. Site grading shall be designed to create positive drainage throughout the site and to collect the storm water for the storm water drainage system. If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United State Army Corps of Engineers (USACOE). If a USACOE permit or any other federal permit is required for this project due to the disturbance of water of the United States then a Water Quality Certification must be obtained from the Central Valley Water Board prior to the initiation of project activities. If the USCACOE determines that only non-jurisdictional water of the State are present in the proposed project are, the proposed project will require a Waste Discharge Requirements permit to be issued by the Central Valley Water Board.

43. Prior to the issuance of a building permit, the developer shall pay the applicable development-related school impact fees to fully mitigate its impacts upon school facilities pursuant to California statutes.

44. The applicant, developer or successor in interest shall pay all applicable Citywide Capital Facility Fees for transportation improvements. These include the development of new bicycle and pedestrian facilities, traffic calming, traffic management, and other projects to improve air quality and reduce congestion, as well as roadway, intersection and interchange improvements.

45. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.

46. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.

47. A spill prevention and cleanup plan shall be implemented.

48. The builder and/or developer shall utilize cost-effective urban runoff controls, including Best Management Practices (BMP's), to limit urban pollutants from entering the drainage ditches. A General Construction permit shall be obtained from the State Water Resources Control Board, a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented as part of this permit.

49. The project shall comply with the California Green Building Code Standards (CBC), requirements regulating energy efficiency.

50. The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.

51. The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.

52. The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.

53. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.

54. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.

55. A spill prevention and cleanup plan shall be implemented.

56. Staging areas for heavy equipment shall be located as far from residences as possible.

57. All unnecessary idling of internal combustion engines shall be prohibited.

Engineering Division (668-5520)

1. In the event that multiple final maps are filed, the City of Turlock reserves the right to impose reasonable conditions relating to the filing of multiple Final Maps.
2. The Final Map shall be based upon and tied to a minimum of two (2) monuments on our grid system. The City of Turlock's grid system was established on Volume 20 of Surveys, at Page 56, Stanislaus County Records (20-S-56).
3. Upon approval of the Tentative Subdivision Map, the Developer shall provide the following items as the submission of the Final Map:
    a. Payment of Final Map review fees
    b. Final Map (Subdivision Map), all sheets. Three (3) copies signed and stamped.
    c. Current Title Report and any pertinent items shown in Report.
    d. Current Deed of Parcel being subdivided.
    e. All references shown on the Map. (include the reference Maps, Deeds, etc.)
    f. Lot Closure Calculations.
    g. Conditions of Approval.
    h. A thumb drive with PDF copies of all documents in items (b) through (g). Map PDFs shall be created with the software of origin (i.e. AutoCAD Civil 3D) not by scanning a printed copy.
4. The City of Turlock standard improvements necessary for fire and safety purposes shall be installed and accepted by the Fire Department prior to the issuance of any Building Permit.

5. Construction of the required improvements may be deferred until after recording of the subdivision map provided that a subdivision agreement has been executed, bonds and insurance certificates filed, and all fees paid.
6. Road Dedications:
    a. W. Monte Vista Avenue: Developer shall dedicate 5 feet of additional right-of-way to obtain 50 feet to the section line.
    b. Four Seasons Drive: No additional right-of-way is required at this time.
    c. Snowbird Drive: Developer shall dedicate 5 feet of additional right-of-way.
    d. N. Walnut Road: Developer shall dedicate 10 feet of additional right-of-way.
7. Restricted access is required to be shown and recorded on the subdivision map along the lots abutting the N. Walnut Road and W. Monte Vista Avenue right-of-way.
8. Private streets and alleys shall be maintained by the home owner's association.
9. All water and sewer shall be maintained by the City and will be required to be installed in a public utility easement encompassing the private streets and alleys. The storm drain and storm basin within the subdivision shall be private and maintained by the home owner's association (HOA).
10. Developer shall execute all utility easements and easement abandonments necessary to relocate all existing utility easements as required by utility providers. At a minimum, the developer shall provide 10 feet wide Public Utility Easements (PUEs) behind property along all existing and new street frontages, including private roads and alleys.
11. The developer shall pay all citywide development impact fees, adjusted by the Engineering News Record Index, prior to issuance of the building permit or recordation of a Final Map as directed by the City Engineer.
12. Developer shall provide written consent, as provided in Section 54715 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed. As an alternative to this, the City may form a Community Facilities District (CFD) to finance the operation and maintenance of said improvements and services.
13. Developer shall submit on-site and off-site (Non-structural) improvement plans to the **Engineering Division** for review and approval. Please submit an improvement plan application along with the current plan check fee, five (5) sets of civil improvement plans including erosion control and landscape plans, an erosion and sediment control plan (ESCP) worksheet, one (1) copy of the geotechnical soils report including pavement R-values and percolation testing, and one (1) copy of the land use permit. Landscape plans shall meet the requirements of the Model Water Efficient Landscape Ordinance (MWELO). All projects disturbing more than one acre of land must apply for a Notice of Intent with the State of California Water Quality Control Board. The W.D.I.D. number, which is provided by the State, must be provided prior to grading permit issuance.
14. Developer shall procure a grading permit from the **Engineering Division** for all on-

site (Non-Structural) work prior to issuance of any building permits. Upon approval of the on-site Improvement plans, please submit a grading permit application and a cost estimate for all on-site (Non- Structural) work.

15. Developer shall procure an encroachment permit from the **Engineering Division** for all off-site work done within existing City of Turlock right of way, proposed right of way and within any easements prior to the issuance of any building permits. Upon approval of the off-site improvement plans, please submit an encroachment permit application, a cost estimate or for all off-site work, liability insurance as detailed in the encroachment permit application listing the City of Turlock as additional insured and an improvement security equal to 110% of the valuation of the work in the form of a bond, letter of credit, cash or check.
16. Developer shall install city owned and maintained facilities in accordance with the City of Turlock Standard Specifications and Drawings and shall make all necessary roadway dedications.
17. Developer shall provide full frontage improvements, including paveouts, curb, gutter, sidewalk, bus stop improvements, curb returns, access ramps, fire hydrants, and street lights along all street frontages. In addition, Developer shall install one fire hydrant and one street light at all street intersections along the frontage of the development.
18. Developer shall remove any unused driveway approaches and place City Standard curb, gutter, and sidewalk.
19. Developer shall remove and replace curb returns and pedestrian push buttons that do not meet the current ADA standards.
20. The main entrance into this subdivision shall be constructed as a City of Turlock Standard Commercial Driveway.
21. The secondary entrance into the subdivision from Four Seasons drive shall be constructed as a City of Turlock Standard Commercial Driveway.
22. A 4-way stop sign shall be installed at the intersection of Snowmass Lane and the main entrance to the subdivision.
23. Emergency vehicle driveways shall be constructed at all emergency access points.
24. Bus stop improvements shall include a concrete pad behind the sidewalk, bus shelter, bench, and trash can. Location of the bus stop shall be coordinated with the Transit Department.
25. Developer shall remove and replace any existing curb, gutter, sidewalk, driveway approaches, curb ramps, streetlights, and roadway improvements along the street frontages in accordance with City of Turlock Standard Specifications and Drawings if, in the City Engineers opinion, the existing improvements do not meet current City Standards, accessibility standards, or are in poor/damaged condition.
26. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on the road frontages if, in the City Engineer's opinion, the road is in poor condition, the integrity of the roadway has been compromised by utility cuts (3 or more), or construction practices. Asphalt oil shall

be PG 64-10.

27. Developer shall submit on-site landscape and irrigation plans for review and approval.
28. Side yard fences, walls, signs and trees shall be back of the 30 feet from street corners and 15 feet from driveways, or as directed by the City Engineer, per City Code requirements and City Standard Drawing ST-13 "Clear Vision Triangle".
29. Developer shall install all necessary traffic signage and striping modifications to the road frontages as required by the City Engineer and the current California MUTCD.
30. Developer shall designate "NO PARKING" for the entire frontage of the property along the N. Walnut Road and W. Monte vista Avenue frontages.
31. Developer shall install a landscaped raised median in W. Monte Vista Avenue. CFF fee credits are available to partially offset costs.
32. A traffic signal at the intersection of Monte Vista Avenue and Four Seasons Drive was referenced as part of Planned Development 186 for Monte Vista Village with the subject parcels designated as commercial. Per the traffic study prepared for this residential subdivision a traffic signal is not warranted and will not be required. The landscaped raised median in W. Monte Vista Avenue will extend through the intersection of Four Seasons Drive allowing left turns from W. Monte Vista Avenue onto Four Seasons Drive and right turn only from Four Seasons Drive onto W. Monte Vista Avenue.
33. Developer shall install a landscaped median in Four Seasons Drive as referenced as part of the Planned Development for the Monte Vista Village.
34. Sewer, water, and fire services that will not be utilized for the developed area shall be abandoned in accordance with the requirements of Municipal Services.
35. Separate utilities shall be required for each lot.
36. Existing overhead utilities shall be underground along the road frontages of the property per City of Turlock Municipal Code. Developer shall coordinate the relocation with the utility companies.
37. Developer shall repave all trenching in existing right-of-way per the current City Standards, including 2019 Errata 1, and pay applicable trench restoration fees in accordance with Section 7-4-203 of the City of Turlock Municipal Code.
38. The developer shall provide a Low Impact Development (LID) design for all added and/or reconstructed impervious surfaces that includes measures for site design, sources control, runoff reduction, storm water treatment and baseline hydromodification management as defined in the Phase II MS4 General Permit in order to comply with the Phase II MS4 General Permit issued by the State Water Resources Control Board to the City of Turlock.
39. The developer shall implement source control measures consistent with recommendations from the CASQA Stormwater BMP Handbook for New Development and Redevelopment for the pollutant generating activities listed in Section E.12.d of the Phase II MS4 General Permit.

40. The Developer shall incorporate all post construction BMPs necessary to comply with the Phase II MS4 General Permit issued by the State Water Resources Control Board to the City of Turlock.

41. The Developer shall execute an Operations and Maintenance Agreement with the City of Turlock for all post construction best management practices (BMPs) associated with the development prior to issuance of a building permit.

42. Prior to improvement plan approval, a detailed hydrology/drainage study will be required to be submitted to the City Engineer for review and approval. The study shall be prepared by a registered Civil Engineer and shall include existing and proposed conditions.

43. Developer shall maintain 0.5 inch (85^{th} Percentile) of storm rainfall on-site prior to releasing into the City storm drain system. Provide storm drain calculations and percolation tests with the soils report.

44. All lots shall be graded to drain towards the public street with no cross-lot drainage allowed. If the grade differential between lots or surrounding ground is 1 foot or greater, a concrete retaining wall shall be required per the City of Turlock Standards. If the grade differential between lots or surrounding ground is between 1/2 foot and 1 foot, the developer shall use a wood type retaining wall/fence depending on the individual situation, to be approved by the City Engineer as part of the subdivision improvement plans.

45. All building pads shall be 1/2 foot higher than the nearest flow-line high point. This condition may be waived by the City Engineer if upon review of the hydrology study he deems it is not necessary.

46. Each lot will have access to a water and sewer service prior to the issuance of any Building Permits as reasonably approved by the City Engineer and Fire Marshall.

47. Developer shall install street trees spaced 30'-35' apart along the road frontages per the City Standard Specifications and Drawings.

48. Subdivision shall have private roads and will not be maintained by the City of Turlock. Developer shall form a Home Owner's Association (HOA) to cover the cost and administration of a maintenance program for the private roads, private road street lighting, private utilities, and private on-site landscaping.

49. If any survey monuments will be at risk during construction activities, the City of Turlock will require that there is an individual in responsible charge of the Land Surveying activities within the bounds of proposed development as follows:

    - **Acknowledgement of Monument Responsibility Certificate** signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, will be required prior to issuance of the grading and/or encroachment permit.
    - **Acknowledgement of Monument Preservation Certificate** signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, will be required prior to final sign acceptance of the grading and/or encroachment permit.

Building & Safety Division (668-5560)

1. A building permit is required for any structure (electrical gates, site lighting, etc.) associated with the project.
2. Plans must be submitted electronically. Plans shall be prepared by a licensed California design professional.
3. The project shall comply with the current California Building Codes and the Turlock Municipal Code in effect at the time or building permit application.
4. Additional requirements may be applicable upon review of the submitted building permits.

Fire Services (668-5580)

1. The project shall comply with the current California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the Turlock Municipal Code in effect at the time of building permit application. Additional requirements may be applicable upon Fire Dept. review of building plans.
2. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Asphalt of concrete fire access roadway shall be installed; 4) Temporary address signage shall be clearly visible from the primary roadway.
3. Buildings or structures shall have an approved asphalt or concrete fire access road installed and accepted prior to final inspection.
4. Address numerals shall be a minimum of 6" tall with ¾" stroke, contrast with background, be clearly visible from the primary roadway and be illuminated either internally or externally between dusk and dawn daily.
6. Electrical disconnect shall be accessible from the exterior of the building or in a secure electrical room that opens directly to the outside. Disconnect or electrical room will be identified with an approved all-weather sign.
7. Fire lane requirements shall be met. Fire lanes shall be painted throughout project.

Municipal Services

1. Prior to issuance of a building permit, water and sewer utilities shall be reviewed and approved by Municipal Services (668-5590).
2. Contact Municipal Services, Utilities Department, to coordinate and order the number of water meters required for the subdivision.

Parks, Recreation & Public Facilities Maintenance (668-5594)

1. Street trees shall be installed in accordance with City of Turlock standards (TMC 7-7-500) and 9-2-109). The variety of street tree to be installed is Chinese Pistache 'Keith Davey". Any variation from the above listed street tree requirement must first

be approved by the City of Turlock Parks, Recreation and Public Facilities Maintenance Department. The property owner or developer shall contact this department at (209) 668-5594 for review of tree layout and inspection prior to installation of street trees.

Turlock Irrigation District (Irrigation System 883-8367, Electric Utility 883-8659)

1. A review of District maps and records indicate that there are no known irrigation facilities located within this subject property. If facilities are found during construction, please contact the District at the number above.
2. With regards to the electrical facilities the district has no issues with the rezone of parcels. However, the development plans are lacking imperative PUE dedication. Furthermore, the street layouts showing travel ways, sidewalks, and landscape areas lack PUE dedications, as well. The district does not want to encounter design issues down the road related to conflicts with the historic placement of district facilities and homes. As such, the District will not entertain Developer's requests for construction standard concessions because the District was asked to design table early on in the process. I respectfully ask GDR to incorporate District construction standards and design criteria into development plans to circumvent conflicts prior to submittal to City of Turlock for review.
3. A 10-foot Public Utility Easement must be dedicated along all street frontages.
4. The owner/ developer must apply for a facility change for any pole or electrical facility relocation. Facility changes are performed at the developer's expense.
5. The front building setback is to be a minimum of 15-feet from the property line and a minimum of 15-feet from the back of sidewalk to enable the safe placement of utilities.

San Joaquin Valley Air Pollution Control District

1. The applicant shall comply with all applicable Air Pollution Control District Rules and regulations.

Central Valley Regional Water Quality Control Board (916)464-3291

1. The project will be required to comply with the Regional Water Control Boards regulations and standards to maintain and improve groundwater and surface water quality.

   Construction Storm Water General Permit

   Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading,

grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID) post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Phase II MS$ permit and who it applies to, visit the State Water Resources Control Board at: http://www.waterboards.ca.gov/water_issues/program/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits,

please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit, or any other federal permit, is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

Waste Discharge Requirements

If USACOE determines that only non-jurisdictional water of the State (i.e. "non-federal" waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://water.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml.

Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for Dewatering and Other Low Threat Discharges to Surface Waters (Low Threat General Order) or the General Order for Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:
http://waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:
http://waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

Pacific Gas and Electric Company

1. Before digging or excavation occurs, contact Underground Service Alert (USA) by dialing 811 a minimum of two working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.

Department of Toxic Substances Control (dtsc.ca.gov)

2. The applicant shall comply with all applicable Department of Toxic Substances Control rules and regulations.

Section 2. The establishment of Vesting Tentative Subdivision Map No. 2024-01 requires compliance with the conditions of approval, which shall be binding on all heirs, assignees, and successors in interest of said property.

Section 3. The Director of Community Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 6th day of February, 2025, by the following roll call vote:

AYES: Saint, Davis, Reape, Deol, Johnson, Anderson

NOES: Souza

ABSTAINED: None

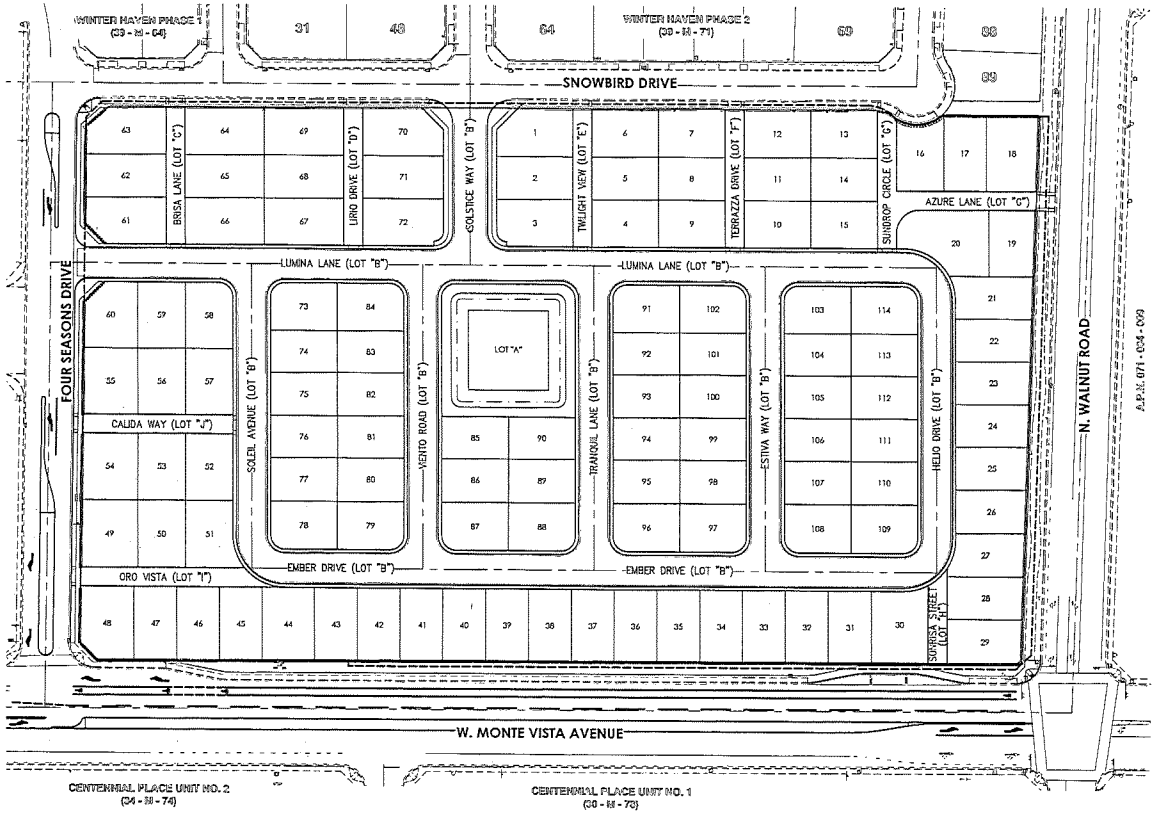
ABSENT: Reese

ATTEST: Adrienne Werner

ADRIENNE WERNER
DEVELOPMENT SERVICES DIRECTOR
SECRETARY OF THE TURLOCK PLANNING COMMISSION
CITY OF TURLOCK

WITNESS: Alexia Fuentes

ALEXIA FUENTES
STAFF SERVICES TECHNICIAN
CITY OF TURLOCK



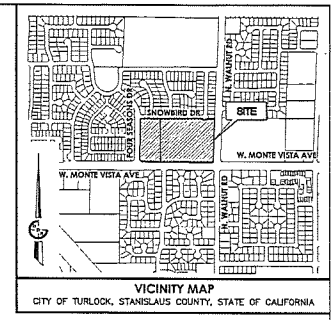
LEGEND

EXISTING		PROPOSED
	PROJECT BOUNDARY	
	CENTER LINE	
	EASEMENTS	
	EDGE OF PAVEMENT	
OH	OVERHEAD	OH
	FENCE	X
	MASONRY WALL	
	FRENCH DRAIN	
	STORM DRAINAGE LINE	
	SANITARY SEWER LINE	
	WATER LINE	
	BLOW-OFF	●BO
	BOLLARD	●B
	CATCH BASIN	
	DRAIN INLET	
	ELECTRICAL BOX	
	GAS METER	
	GUY WIRE	
	FIRE HYDRANT	
	ELECTROLIER	
	MAILBOX	
	MANHOLE	
PP	POWER POLE	●PP
	SIGN	
SP	SERVICE POLE	●SP
	TELEPHONE BOX	
TP	TELEPHONE POLE	●TP
	TRANSFORMER	
	TREE	
	TRAFFIC SIGNAL BOX	
	TRAFFIC SIGNAL LIGHT	
	UTILITY BOX	
	UTILITY VAULT	
	WATER METER	
	VALVE	

ABBREVIATIONS

AC	ASPHALT CONCRETE
APN	ASSESSORS PARCEL NUMBER
ARV	AIR RELEASE VALVE
BFP	BACK FLOW PREVENTER
BO	BLOWOFF
C	CENTER LINE
DOC	DOCUMENT
EP	EDGE OF PAVEMENT
HP	HIGH POINT
I/R	IRRIGATION
LP	POINT
LS	LANDSCAPING
NO	NUMBER
NP	NON-POTABLE
NTS	NOT TO SCALE
OH	OVERHEAD LINES
PL	PROPERTY LINE
PP	POWER POLE
R=	RADIUS
R/W	RIGHT OF WAY
SD	STORM DRAIN
SF	SQUARE FEET
SP	SERVICE POLE
SS	SANITARY SEWER
SW	SIDEWALK
W	WATER / WELL

TOTAL GROSS ACREAGE	# OF LOTS	DENSITY UNIT PER ACRE	MINIMUM LOT WIDTH	MINIMUM LOT DEPTH	AVERAGE LOT SIZE SQ FT
13.61	114	8.4	45'	70'	3,522



VICINITY MAP
CITY OF TURLOCK, STANISLAUS COUNTY, STATE OF CALIFORNIA

PROJECT SUMMARY

A.P.N.:	087-008-085 & 087-012-053
EXISTING PARCELS:	2
EXISTING ACREAGE:	±13.61 ACRES (GROSS)
GENERAL PLAN:	COMMUNITY COMMERCIAL / MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING:	MEDIUM DENSITY RESIDENTIAL / COMMUNITY COMMERCIAL

PROJECT STATEMENTS

1. VTSM CONSISTS OF 114 SINGLE FAMILY RESIDENTIAL LOTS, LOT "A" FOR STORM DRAIN PURPOSES, AND LOTS "B" THROUGH "J" FOR PRIVATE STREETS & ALLEYS.
2. DEVELOPER RESERVES THE RIGHT TO DEVELOP THE PROJECT IN MULTIPLE PHASES AND SEQUENCE OF PHASES.
3. VTSM TO CREATE LOTS THAT WILL BE CREATED WITH FINAL MAP.
4. PROPOSED IMPROVEMENTS TO BE CONSTRUCTED PRIOR TO OR UPON RECORDING OF A FINAL MAP FOR THE PROJECT.
5. SANITARY SEWER FACILITIES TO BE DEDICATED TO THE CITY OF TURLOCK.
6. DOMESTIC WATER AND NON-POTABLE WATER FACILITIES TO BE DEDICATED TO THE CITY OF TURLOCK.
7. ALL IMPROVEMENTS TO BE IN ACCORDANCE WITH CITY OF TURLOCK STANDARDS.
8. LOT "A" IS A STORM DRAIN BASIN AND WILL BE GRANTED TO THE HOMEOWNER'S ASSOCIATION.
9. LOT "B" IS A COMMON AREA FOR PRIVATE STREETS AND WILL BE GRANTED TO THE HOMEOWNER'S ASSOCIATION. LOT "B" WILL ALSO BE DEDICATED TO THE CITY OF TURLOCK AS A PUBLIC UTILITY EASEMENT.
10. LOTS "C" THROUGH "J" ARE ALLEYS FOR INGRESS AND EGRESS AND WILL BE GRANTED TO THE HOMEOWNER'S ASSOCIATION. LOTS "C" THROUGH "J" WILL ALSO BE DEDICATED TO THE CITY OF TURLOCK AS A PUBLIC UTILITY EASEMENT.

PROPERTY DESCRIPTION

THE REMAINDER AS SHOWN ON THE MAP ENTITLED, "WINTER HAVEN PHASE 2", FILED IN BOOK 39 OF MAPS, PAGE 71, STANISLAUS COUNTY RECORDS. ALSO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLE BASE AND MERIDIAN.

PROPERTY OWNER / DEVELOPER

NAME: GREENCABIN LLC / BRIGHT DEVELOPMENT
CONTACT: DAVE BUTZ
MAILING ADDRESS: 1820 N. CARPENTER ROAD, BLDG B
CITY/STATE/ZIP: MODESTO, CA 95351
PHONE: (209)652-3721
EMAIL: DBUTZ@BRIGHT-HOMES.COM

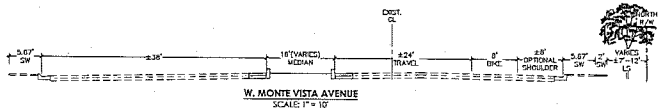
SITE ADDRESS: 1501 W. MONTE VISTA AVENUE
CITY/STATE/ZIP: TURLOCK, CA 95380

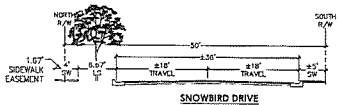
MAP PREPARED BY

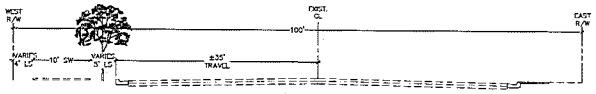
NAME: GDR ENGINEERING, INC.
CONTACT: HAREN SANCHEZ / SEAN HARP
MAILING ADDRESS: 3525 MITCHELL ROAD, SUITE G
CITY/STATE/ZIP: CERES, CA 95307
PHONE: (209)538-3360
EMAIL: HAREN@GDRENGR.COM
SEAN@GDRENGR.COM

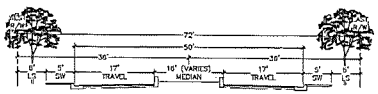
SHEET INDEX

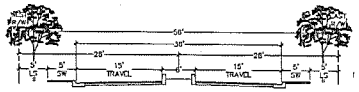
1. COVER SHEET
2. TOPOGRAPHY & CONCEPTUAL DEMOLITION PLAN
3. LOTTING & CONCEPTUAL UTILITY PLAN
4. CONCEPTUAL GRADING PLAN
5. CONCEPTUAL STRIPING & SIGNAGE PLAN

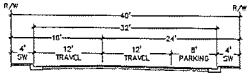


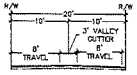


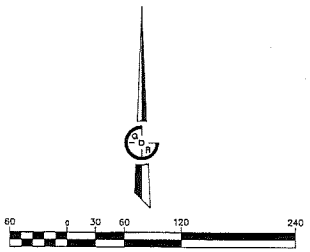












SCALE: 1" = 60'
(IF THIS SHEET IS NOT 24"X36", IT IS A REDUCED PRINT)

2/7/2025
DATE SIGNED:

GDR ENGINEERING, INC
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD, SUITE G CERES, CA 95307
TELEPHONE: (209) 538-3360 FAX: (209) 538-7370
WWW.GDRENGINEERING.COM

VERANO - TURLOCK, CA
VESTING TENTATIVE SUBDIVISION MAP
COVER SHEET

SCALE: 1"=60'	DATE: 02/07/2025
ENG No. 24005_VTSM_1-284.dwg	LAYOUT: 1-CVR
DRAWN: AK, HS	SHEET 1 OF 5
CHECKED: SH	FILE NO. 24005

ATTACHMENT 1

No Fee Document Pursuant
To Government Code § 6103

Requested by and return to:

CITY OF TURLOCK
ATTENTION: CITY CLERK
156 SOUTH BROADWAY, SUITE 230
TURLOCK, CALIFORNIA 95380-5456

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

CITY OF TURLOCK

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of July, 2026, by and between the **CITY OF TURLOCK**, a California municipal corporation, (hereinafter referred to as "City"), and **BRIGHT DEVELOPMENT, INC.**, a California corporation (hereinafter referred to as "Developer").

RECITALS

A. Developer has presented to the City a certain Final Map of a proposed subdivision of land located within the corporate limits of the City, as set forth in Exhibit "A" attached hereto, that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the Tentative Subdivision Map of the subdivision previously approved by the City Council of the City.

B. The proposed subdivision of land is commonly known and described as VERANO - PHASE 1, and is herein referred to as the "Subdivision" or "Project", and the land may be referred to as the "Property."

C. Developer has requested approval of the Final Map prior to the construction and completion of the public improvements (as shown on the Plans, as defined below), including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, bikeways, storm drainage facilities, sanitary sewer facilities, domestic/reclaimed water facilities, public utility facilities, landscaping, public lighting facilities, park or recreational improvements and appurtenances thereto, in or required by the Subdivision Map Act, the subdivision ordinances of the City, and the Tentative Subdivision Map approved by the City. The foregoing improvements are hereinafter referred to as "the required improvements."

D. Section 11-8-101 of the Turlock Municipal Code requires that, prior to the approval by the City Council of the Final Map, Developer shall

execute an improvement agreement with the City to ensure the construction of the required improvements.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Performance of Work. Developer agrees to furnish, construct, and install at its own expense the required improvements as shown on the Plans of the Subdivision, a copy of which is on file in the office of the City Engineer and is incorporated herein by reference, along with any changes or modifications as may be reasonably required by the City Engineer or the City Engineer's designee (hereinafter "City Engineer") due to errors, omissions, changes in conditions, or changes in facilities. The Plans of the required improvements may be modified by the Developer as the development progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required improvements is **TWO MILLION TWO HUNDRED SEVENTY-EIGHT THOUSAND AND 00/100^{ths} DOLLARS ($2,278,000.00)**.

3. Work: Satisfaction of City Engineer. All of the work on the required improvements is to be done at the locations, with the materials, in the manner, and at the grades as shown on the Plans, and as required by the City's current Standard Specifications and Drawings, applicable City ordinances, and state and federal laws, to the reasonable satisfaction of the City Engineer. The Developer hereby grants access to the development for inspection purposes and agrees to notify the City Engineer in advance of inspections.

4. Injury to Public Improvements, Public Property or Public Utilities Facilities. Developer shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Developer shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Engineer.

5. Deviation from Standards. If Developer deviates from the approved improvement drawings, specifications or standards, or constructs any of the required improvements in such a manner so as to, in the opinion of the City Engineer, endanger the public safety, City may cause the necessary corrections to be made without notice. In the event such deviations do not, in the opinion of the City Engineer, endanger the public safety, the City Engineer may give Developer written notice of such deviations, and Developer shall correct the deviation in the time prescribed by the City Engineer. In the event of the failure of Developer to make corrections of deviations, whether or not the public safety is affected, City may cause the necessary corrections to be made and shall

be reimbursed by Developer at cost plus 15%. Said amount shall be paid by Developer prior to the acceptance of the required improvements, or may be deducted from any reimbursement due from City to Developer, or may be obtained from the Performance Bond.

6. Work; Time for Commencement and Performance. Developer shall complete, or cause to be completed, the required improvements within twelve (12) months of execution of this Agreement; provided, however, the required improvements shall not be deemed to be completed until accepted in writing by the City. At least fifteen (15) calendar days prior to the commencement of work on the required improvements, the Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

The work shall be performed in a safe and good workmanlike manner, in accordance with normal construction standards for similar jobs. All work must comply with State of California, Division of Industrial Safety Construction Orders.

Except during an emergency, as determined by the City Engineer, all work shall be performed between the hours of 7:00 a.m. and 7:00 p.m. (or 9:00 a.m. and 8:00 p.m. on weekends or holidays) per Turlock Municipal Code Section 5-28-110(g).

7. Time of Essence; Extension.

a. Time is of the essence for this Agreement. The date for completion of the required improvements may not be extended, except as provided in this section.

b. The City Manager is authorized to extend the time within which the required improvements shall be completed for four (4) additional periods not to exceed six (6) months each, in his or her sole discretion, if the City Manager is of the opinion that granting the extension will not be detrimental to the public health, safety, or welfare, or otherwise delay or adversely impact other City-related projects, infrastructure, improvements, or activities. No such extensions shall be made except upon the basis of a written application made by Developer, stating fully the grounds of the application, the facts giving rise to such request including the need for further time, and the requested period of the time extension. In any event, all required improvements must be completed within thirty-six (36) months from the execution of this Agreement. If Developer fails to complete the required improvements within said time, City may complete the work and recover the full cost and expense thereof from Developer.

c. If the construction of the required improvements is delayed without fault of Developer, the time for completion thereof may be extended by City for such time as the City Engineer may deem reasonable.

d. In the event the City extends the time of completion of the required improvements, such extension may be granted without notice by the City to the Developer's surety and shall in no way release any guarantee or security given by the Developer pursuant to this Agreement or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in

executing the securities shall be deemed to have expressly agreed to any such extension of time.

e. In granting any extension of time, the City may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the required improvements or impose other conditions to protect its interests and ensure the timely completion of the required improvements.

8. Utility Undergrounding and Relocation Costs. Developer shall assume all costs for utility and cable television undergrounding and/or relocation which is not the responsibility of the cable television, gas, electric, telephone, or other utility company under the terms of the franchises with the City or otherwise imposed upon the utility companies by law.

9. Contract Security. Concurrently with the execution of this Agreement the Developer shall furnish the City with the following improvement security:

a. Performance Bond in the sum of **$2,278,000.00**, which sum is equal to one hundred percent (100%) of the total estimated cost of constructing the required improvements, as determined by the City Engineer.

b. Labor and Materials Bond in the sum of **$1,139,000.00**, which sum is equal to fifty percent (50%) of the estimated cost of constructing the required improvements, as determined by the City Engineer, to secure payment to the contractor, subcontractors and to persons furnishing labor, materials, or equipment to them for the construction of the required improvements.

c. Warranty Security in a form determined by the City Engineer and in the sum of **$227,800.00**, which sum is equal to ten percent (10%) of the total estimated cost of constructing the required improvements, as determined by the City Engineer, to guarantee and warrant the required improvements for a period of one (1) year (the "Warranty Security Period") following their completion and acceptance against any defective work or labor done, or defective materials furnished. This Warranty Security shall also secure Developer's obligation to pay all City engineering fees, overhead fees, and City fees incurred during the Warranty Security Period.

d. Developer shall post acceptable security to guarantee the payment of the cost of setting the monuments in the Subdivision. The cost of setting the monuments has been determined by the City Engineer to be **$5,950.00**. Developer shall pay the engineer or surveyor for the cost of setting the monuments within three (3) months from date of notification by the engineer or surveyor that the monuments have been set. If Developer does not pay the engineer or surveyor within three (3) months from date of notification, the City shall pay the engineer or surveyor from the security and refund the difference, if any, to Developer.

e. The estimated total cost of the required improvements includes a ten percent (10%) construction cost contingency, the cost of the installation of survey monuments in the Subdivision to guarantee and secure the placement of such

monuments as provided by Section 66496 of the Government Code of the State of California, and an estimated utility cost in addition to ensure installation of public utilities. In lieu of providing the estimate of total utility costs, the Developer may submit, in a form acceptable to the City Engineer, certification from the utility companies that adequate security has been deposited to ensure installation.

f. In the event the surety or Developer intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Developer shall post acceptable replacement bonds consistent with the foregoing bonding requirements at least ten (10) days prior to expiration of the original bonds. To the extent, if any, that the actual contract price exceeds the approved engineer's cost estimate, Developer shall, upon request of the City, cause the amount of the bond(s) to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City.

g. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

10. Release of Security. Release of securities shall be as follows:

a. Performance Bond: Security given for faithful performance shall be released after the City has finally accepted the work, and provided that security of at least ten percent (10%) of the public improvements cost has been retained or security has been furnished to the City to guarantee and warrant the work for 1-year following the date of such acceptance of the work.

b. Labor and Materials Bond: Security securing the payment to the contractor, the subcontractors of the contractor, and to persons furnishing labor, materials or equipment shall be released sixty (60) days after recording the Notice of Completion provided that the City has finally accepted the work and provided no claims or liens have been filed with the City. If claims of lien have been filed, an amount of security at least equal to the claims shall be retained pending the outcome of the claims.

c. Release of Warranty Bond: The security guaranteeing that the completed work remains satisfactory during the required 1-year warranty period shall be released upon correction, by Developer, of any defects in the work existing at the end of the warranty period.

d. Release of Monument Bond: Monument security shall be released in accordance with the provisions of Section 66497 of the Government Code.

11. Plan Check and Inspection Fees. The Developer shall pay to the City all fees imposed in connection with the checking, filing, and processing of improvement plans and specifications, and the design, construction, and inspection of the required improvements, including City overhead costs. These fees must be paid in full prior to the

City's acceptance of the required improvements and are covered under the bonds of this Agreement. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the Subdivision and its development, and this Agreement shall in no way exonerate or relieve the Developer from paying such other applicable fees, charges, and/or costs.

12. Facility Fees and Reimbursements. Developer's obligation to pay fees to fund facilities for sewer, water, or storm drainage or other public facilities which benefit the Subdivision, its obligation to pay fees in lieu of land for parks, and its right to receive reimbursement for the cost of certain facilities constructed as part of the required improvements required for the Subdivision are as set forth in Exhibit “B” attached hereto.

13. Insurance. Developer shall not commence work under this Agreement until Developer has obtained City’s approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Developer allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Developer shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Developer, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

a. Commercial General Liability Insurance: Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

b. Workers’ Compensation Insurance: Developer shall maintain workers’ compensation insurance (Statutory Limits) and Employer’s Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident or disease. Developer shall submit to City, along with the certificate of insurance a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

c. Commercial Automobile Liability. Developer shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the equivalent, in the amount of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Developer owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

d. Builder's Risk Insurance: Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include coverage for debris removal, and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be sufficient to ensure the full replacement value of any property or equipment stored either on or off the project site or in transit. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. The policy shall allow for and include a waiver of subrogation endorsement in favor of the Insureds.

e. Contractors Pollution Insurance: Not required for this project.

f. Professional Liability Insurance: Not required for this project.

g. Umbrella or Excess Policy. Developer 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 policies of insurance. No insurance coverage or policies maintained by the City ("Additional Insured"), whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Developer's primary and excess liability policies are exhausted.

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

i. Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

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

and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

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

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

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

l. Waiver of Subrogation: With the exception of professional liability, Developer hereby agrees to waive subrogation which any insurer of Developer may acquire from Developer by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Developer, its agents, employees, independent contractors and subcontractors. Developer shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Developer agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation.

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

n. Securities: Developer shall provide a Performance Bond or Letter of Credit and a Payment Bond or Letter of Credit.

14. Indemnity and Hold Harmless: Developer shall protect, indemnify, hold harmless, and defend in any actions of law or in equity, the City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all actions, judgments, penalties, claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description (including, without limitation, liabilities and/or penalties arising out of the Prevailing Wage laws, liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), directly or indirectly arising out of or in any way connected with the performance or nonperformance of this Agreement, including the installation of the required improvements by the Developer, its contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the Developer, its contractor or any subcontractor. The indemnification and hold harmless provisions shall extend to claims, losses, damage, injury and liability occurring prior to acceptance of the required improvements by the City, as well as during construction.

Acceptance of insurance certificates by the City required under this Agreement shall not relieve Developer from liability under this indemnification and hold harmless provision. The City will not be held liable for any accident, loss or damage to the required improvements prior to their completion and acceptance by the City.

The provisions of this section shall survive termination or suspension of this Agreement.

15. Acceptance of Work. Prior to acceptance of work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the work, and maintaining the safety of the site. The Developer's obligation to perform the work shall not be satisfied until after the City Engineer has made written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has recorded a Notice of Completion.

16. Title to Improvements. The City shall not accept any real property to be dedicated or the required improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Standard Specifications and Drawings, to the satisfaction of the City Engineer. Until such time as the required improvements are accepted by the City, Developer shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed.

Title to and ownership of any real property to be dedicated and the required improvements constructed under this Agreement by Developer shall vest absolutely in the City upon completion and written acceptance of such improvements by the City Engineer. The City Engineer shall not accept the required improvements unless title to the required improvements is entirely free from liens. Prior to acceptance, Developer shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

17. Repair or Reconstruction of Defective Work or Materials. If, within a period of one year after final acceptance by the City of the required improvements, any required improvement or part of any required improvement furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Developer shall without delay and without any cost to City, repair, replace or reconstruct any defective part or parts of the required improvements. If the Developer fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Developer can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus fifteen percent (15%) for administrative costs within thirty (30) days of the date of billing for such work by City.

18. Prevailing Wage. The required improvements may be subject to the payment of prevailing wage under California Labor Code Section 1720. In the event that prevailing wage applies and the Developer does not pay prevailing wages for the work performed under this Agreement, Developer shall pay all penalties and wages as required by applicable law and defend, indemnify, and hold harmless the City pursuant to section 14.

19. Developer Not Agent of City. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

20. Supplying “Record Drawing” Plans. Upon completion of the required improvements and prior to certification of completion, Developer shall supply the City, at no cost to the City, one set of “record” drawings. These drawings shall be certified as being “record drawings” and shall reflect the required improvements as actually constructed, with all changes to the Plans incorporated therein.

21. Notice and Certification of Completion. Developer shall advise the City Engineer in writing of the completion of the required improvements and request certification of completion. Upon satisfactory completion of the required improvements by Developer and request for certification of completion, the City Engineer shall issue a certificate indicating that the required Improvements have been completed. For the purposes of this Agreement, the date of completion shall be the date that the City Engineer issues a certificate of completion.

22. Adequacy of and Revisions to Plans. Developer warrants that the Plans are adequate to accomplish construction of the required improvements. If, at any time before the City Engineer certifies completion of the required improvements, the Plans prove to be inadequate in any respect, the Developer shall bring those inadequacies to the attention of the City Engineer or his/her designee. Similarly, if the City Engineer discovers that the Plans are inadequate in any respect, the City Engineer shall notify the Developer of the inadequacy/inadequacies. If such inadequacies are discovered, the Developer shall make changes to the Plans to remedy the inadequacies and, upon approval of the revised

Plans by the City Engineer, complete the required improvements according to the revised Plans.

After completing all required revisions, Developer or Developer's engineer shall transmit the originals of the improvement plans to the City Engineer for signature. Upon finding that all required revisions have been made and that the plans conform to all applicable City laws, design review requirements, and conditions of approval of the tentative map, the City Engineer shall sign and date the plans. The originals shall be returned to Developer or Developer's engineer. Approval by the City Engineer shall in no way relieve the Developer, or the Developer's engineer from responsibility for the design of the required improvements, and for any deficiencies resulting from the design, or from any required conditions of approval of the tentative map.

23. Nonperformance and Costs. If, within the time specified in this Agreement and any approved extension, Developer fails to complete the required improvements or to act promptly as required by this Agreement, or should an urgency arise that requires the repair or replacement of a required improvement, the City may, but is not required to, proceed to complete the improvements pursuant to the Plans, by contract or otherwise, and Developer, immediately upon demand, shall pay the costs and charges related to said work, together with a fifteen percent (15%) overhead charge.

24. Remedies. The City may bring legal action to: (1) compel performance of this Agreement; (2) ensure compliance with the conditions of this Agreement; and (3) recover the costs (including the City's administrative costs) of completing the required improvements pursuant to section 17. The City may also seek any and all remedies available in law or equity. If any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to attorney's fees, costs, and other expenses, in addition to any other relief to which such party may be entitled.

25. Responsibilities for Damage. Any damage to the required improvements, or to any portion of adjacent properties, that occurs during construction shall be completely repaired by the Developer to the satisfaction of the City Engineer.

26. Utility Deposits – Statement. Developer shall certify, to the satisfaction of the City Building Official, that it has made the deposits required for utilities to be supplied and connected within the subdivision prior to obtaining a building permit.

27. Permits and Fee Payments – Compliance with Law. Developer shall obtain all necessary permits and licenses for the construction of the required improvements, and shall pay all fees and taxes required by applicable law, including state law and local ordinances.

28. Superintendence by Developer. Developer shall personally supervise the work on the required improvements or have a competent foreman or superintendent on the work site at all times during the course of construction of the required improvements with the authority to act for Developer.

29. Inspections – Payment of Fees. The City is authorized to enter the Property for inspection purposes at any time. Developer shall at all times maintain the Property so that the City and any agency authorized to make inspections can safely access and inspect all parts of the Property. Developer shall pay to the City the costs of inspecting the required improvements, including staff time and any consulting services determined to be necessary by the City Engineer, as well as all the cost of all other services furnished by the City in connection with the Project. Developer further agrees to pay any required in-lieu fee for the undergrounding of utilities on peripheral streets, and all development fees required by City. These fees must be paid in full prior to the City's acceptance of the required improvements and are covered under the bonds of this Agreement. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the Subdivision and its development, and this Agreement shall in no way exonerate or relieve the Developer from paying such other applicable fees, charges, and/or costs.

30. Erosion Control. Developer shall take all necessary actions during the course of construction of the required improvements to prevent erosion damage to adjacent properties or improvements (including, but not limited to, City streets and other City infrastructure or property). It is understood and agreed that in the event of failure on the part of Developer to prevent erosions that are within Developer's control to prevent with the exercise of commercially reasonable efforts, City may do the work of improvement and/or erosion protection measures on an emergency basis and Developer shall reimburse City for the actual expenses incurred (including administrative and/or legal expenses plus 15% overhead charge) within thirty (30) days after City mails a billing statement for such expenses to Developer. If such reimbursement is not timely made, City is entitled to obtain such reimbursement from Developer and/or, in addition to any other City remedies allowed by law, may proceed against the Performance Bond or Warranty Security to cover City’s expenses.

31. No Waiver by City. Inspection of the work and/or materials, or approval of work and/or materials inspected, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all of these acts shall not relieve Developer of its obligation to fulfill the Agreement; nor is the City by these acts prohibited from bringing an action for damages or specific enforcement arising from the failure to comply with this Agreement. No action or omission by the City shall constitute a waiver of any provision of this Agreement unless expressly provided in writing. No course of dealing between Developer and the City, or any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any rights by the City, except to the extent these rights are expressly waived in writing by the City.

32. Agreement Attaches to the Land – Recordation. This Agreement pertains to and runs with the Property described. This Agreement shall be recorded in the office of the County Recorder at the expense of the Developer and shall constitute notice to all successors and assigns of the title to the real property of the obligations set forth herein. This Agreement shall also constitute a lien on the Property, subject to foreclosure in the event of default in payment, in an amount sufficient to fully reimburse the City for any cost

to the City of enforcing this Agreement, including interest from the date of the notice of any cost or expense until paid.

33. Notice of Breach and Default. If Developer refuses or fails to prosecute the work, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the work within such time, or if Developer should be adjudged a bankruptcy, or Developer should make a general assignment for the benefit of his creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and the City may, but is under no obligation to, serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion thereof and default of Developer.

34. Breach of Agreement; Performance by Surety or City. In the event of any such notice, Developer's surety, if any, shall have the duty to take over and complete the work and the required improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of its intention to take over the performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Developer, and the Developer's surety shall be liable to City for any excess costs of damages incurred by the City; and in such event, the City, without liability for so doing, may take possession of and utilize in completing the work, such materials, appliances, plant or other property belonging to Developer as may be on the site of the work and necessary therefor. The City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. In the event that Developer fails to perform any obligations hereunder, Developer agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney fees.

If the form of improvement security is other than a bond, then the City, after giving notice of breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of the security instrument.

35. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City of Turlock Attn: City Engineer
156 South Broadway, Suite 150
Turlock, CA 95380

Notices required to be given to Developer shall be addressed as follows:

Bright Development, Inc.
1620 N. Carpenter Road, Building B
Modesto CA, 95351
Attention: Loura Erickson, VP and COO
Email: lerickson@bright-homes.com

With a copy to:

Shartsis Friese LLP
425 Market Street, 11th Floor
San Francisco, CA 94105
Attention: Dana Kennedy
Email: dkennedy@sflaw.com

Any party of the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

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

Adrienne Werner
Development Services Director
156 S. Broadway, Suite 120
Turlock, CA 95380-5456
Telephone: (209) 668-5640
E-mail: AWerner@turlock.ca.us

37. Authority to Execute. Developer warrants and represents that the person signing on behalf of Developer has the authority to execute this Agreement on behalf of Developer and has the authority to bind the Developer and the Property to the terms and obligations set forth in this Agreement. Developer agrees that this Agreement, and any instrument or agreement required hereunder, are within the Developer's powers, have been duly authorized and delivered, and do not conflict with Developer's organizational powers.

38. Compliance with Laws. Developer, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement including, but not limited to, obtaining all applicable permits and licenses.

39. Assignment. This Agreement shall bind and inure to the benefit of the assigns, successors in interest, heirs, executors, and administrators of the parties and the parties agree that the City may cause a copy of this Agreement to be recorded in the Stanislaus County Recorder's Office. Developer's rights and obligations under this

Agreement are not assignable or transferrable without the prior written consent of the City.

40. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

41. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court of California for the County of Stanislaus.

42. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

43. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

DEVELOPER

By: _____

Signature *(must be notarized)*

Laura Erickson

Please print or type signer's name

VP and COO

Please print or type signer's title

Address: 1620 N. Carpenter Rd.
Building B
Modesto, CA 95351

CITY OF TURLOCK, a California municipal corporation

By: _____
Gary R. Hampton, Interim City Manager

Signatures above *(must be notarized)*

APPROVED AS TO FORM:

By: _____
Katie Lucchesi, City Attorney

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

By: _____
William D. Morris, City Engineer

ATTEST:

By: _____
Nichole Fiez, City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California }
County of Stanislaus }

On July 7, 2026 before me, Michael Banyamin, Notary Public, personally appeared Laura Erickson

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MICHAEL BANYAMIN
Notary Public - California
Stanislaus County
Commission # 2513503
My Comm. Expires Mar 30, 2029

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California }
County of _____ }

On _____before me, _____, Notary Public, personally appeared _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Exhibit A
Legal Description

All that certain real property lying within the exterior boundaries of the map entitled, "WINTER HAVEN, PHASE 2, City of Turlock, Stanislaus County, California", filed June 14, 2001, in Book 39 of Maps, Page 71, in the Office of the Recorder of the County of Stanislaus, State of California.

EXCEPTING THEREFROM Lots 40 through 89, inclusive, and Snowmass Lane, Vail Court, Telluride Lane, Walnut Avenue, and Pedestrian access, all as shown on said map. Being the remainder parcel, 13.61 acres, more or less, as designated on said map.

Exhibit B

Improvements - Verano Phase 1

[Attached]

REIMBURSEMENT / IMPROVEMENT AGREEMENT
VERANO – PHASE 1

I. WATER:

A. TMC 6-5.202 CHARGES FOR WATER LINES OR WATER ASSESSMENT FEES

WATER MAIN FRONTAGE:
AMOUNT FROM DEVELOPER:

2,929 LF of Waterline @ 49.78/LF……. $ 145,805.62

TIME: 114 PARCELS @ $1,279.00/PARCEL
ADJUSTED BY THE ENR TO BE PAID WITH EACH BUILDING PERMIT

B. TMC 6-5.204

EXTENSION TO OTHER PROPERTY: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

C. TMC 6-5.205

WATER MAINS CONSTRUCTED: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: UPON COLLECTION FROM PROPERTY OWNERS WITHIN TEN (10) YEARS AFTER DATE OF ACCEPTANCE

OVERSIZED LINES CONSTRUCTED:
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

D. TMC 6-5.207

WATER WELL SITE:
AMOUNT FROM CITY:
NONE

TIME: UPON CONVEYANCE OF TITLE

II. SANITARY SEWER:

A. TMC 6-4.503

CONNECTION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 6-4.505

EXTENSION TO OTHER PROPERTY: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

SEWER MAINS CONSTRUCTED: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: UPON COLLECTION FROM PROPERTY OWNERS WITHIN TEN (10) YEARS AFTER DATE OF ACCEPTANCE

OVERSIZED LINES CONSTRUCTED:
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

C. TCM 6-4.1103 SEWER MAIN FRONTAGE FEE

SEWER MAIN FRONTAGE:
AMOUNT FROM DEVELOPER:
2,929 LF of sewer line @ 41.90/LF…… $ 122,725.10

TIME: 114 PARCELS @ 1,279.00/PARCEL
ADJUSTED BY THE ENR TO BE PAID WITH EACH BUILDING PERMIT

III. STORM DRAINAGE:

A. TMC 6-5.802 MASTER DRAINAGE FACILITIES OR FEE REQUIRED

MASTER:
AMOUNT FROM DEVELOPER:
13.61 acres @ $13,201.18/acre of residential development……$179,668.06

TIME: 114 PARCELS @ $1,576.04/PARCEL
ADJUSTED BY THE ENR TO BE PAID WITH EACH BUILDING PERMIT

B. TMC 6-5.806

LOCAL:
AMOUNT FROM CITY:
NONE

TIME: UPON COLLECTION FROM PROPERTY WITHIN TEN YEARS OR FROM APPLICABLE STORM DRAINAGE FUND 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

IV. MISCELLANEOUS:

A. TMC 7-5.02

STREET LIGHT INSTALLATION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 11-7.202

IN LIEU PARK FEES:
AMOUNT FROM DEVELOPER:
Park Land: 114 dwelling units x 3.0 persons/household
x 3.5 acres/1000 persons x
$180,000/acre……$215,460.00

TIME: NEIGHBORHOOD PARK PORTION: 114 PARCELS @ $1,417.50/PARCEL
COMMUNITY PARK PORTION: 114 PARCELS @ $ 472.50/PARCEL
TO BE PAID WITH EACH BUILDING PERMIT

V. CAPITAL FACILITY FEE REIMBURSEMENT:

A. MEDIAN LANDSCAPING PROJECTS (ORIGINAL)
AMOUNT FROM CITY:
MEDIAN IMPROVEMENTS ALONG MONTE VISTA AVENUE FROM FOUR SEASONS DRIVE TO WALNUT ROAD……. $ 134,239.89

Total C. F. F. (Median Landscaping Improvements)
Reimbursement Amount: $ 134,239.89

TIME: All 114 building permits within Verano will be credited for the (Median Landscaping Improvements) component of the Capital Facilities Fees at a rate of $1,177.54.

B. MEDIAN LANDSCAPING PROJECTS (REVISED)
AMOUNT FROM CITY:
MEDIAN IMPROVEMENTS ALONG MONTE VISTA AVENUE FROM FOUR SEASONS DRIVE TO WALNUT ROAD……. $ 134,239.89

Total C. F. F. (Median Landscaping Improvements)
Reimbursement Amount: $ 134,239.89

TIME: This amount is based on Developer including their Contractor and subcontractors performing all work relating to the median landscaping improvements at California Prevailing Wage Rates. Developer shall hire a labor compliance consultant to review the certified payrolls and confirm if prevailing wage was paid. Labor compliance consultant shall provide a memo to the City Engineer for approval of their findings. If sufficient documentation cannot be provided, no reimbursements or credits will be granted to the Developer. Upon request, Developer shall provide the City Engineer copies of certified payroll records.

If City Engineer accepts the labor compliance consultant's memo, the Developer shall submit a request for reimbursement to the City Engineer.

City Council Staff Report

July 28, 2026

From:	Katie Lucchesi, City Attorney
Prepared by:	George Petrulakis, Special Counsel-Transitional Legal Services
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 17 (Itinerant Vendors) and Adding Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 29 (Sidewalk Vendors).

2. NARRATIVE:

This item proposes to amend Chapter 5-17 of the Turlock Municipal Code and add Chapter 5-29 to the Turlock Municipal Code to update the current regulatory framework regarding itinerant (also commonly, “door-to-door”) vendors and establish a comprehensive regulatory framework for sidewalk vendors. The proposed ordinance modernizes the City’s vendor regulations to align with current state law while maintaining appropriate local controls to protect public health, safety, and welfare.

On July 8, 2025, the City Council adopted Resolution No. 2025-134 to comply with Senate Bill 946, which significantly limited local regulation of sidewalk vendors. The bill required that any regulations must be based on objective health, safety, and welfare standards. The City utilized the option in state law to adopt the Sidewalk Vendor regulations by resolution instead of ordinance, since additional significant changes were expected in state law. Those changes were adopted in Senate Bill 635 (effective January 1, 2026), which further clarified and expanded protections for sidewalk vendors, including restrictions on permit requirements and enforcement mechanisms. Now that state law has settled, staff proposes to insert the sidewalk regulatory regime into the Turlock Municipal Code.

The proposed ordinance establishes two distinct regulatory frameworks. Chapter 5-17 governs itinerant vendors and largely retains the City’s existing permitting structure, including application requirements, background review, operational standards, and enforcement provisions administered by the Chief of Police. These provisions are intended to address traditional door-to-door solicitation and transient commercial activity occurring on private property, where the City retains broader regulatory authority.

Chapter 5-29 establishes a new, codified framework for sidewalk vendors that complies with state law. Consistent with Government Code sections 51036–51039, the ordinance limits regulation of sidewalk vendors to objective time, place, and manner restrictions that are directly tied to health and safety concerns. These include restrictions related to proximity to schools, driveways, and traffic areas; requirements to maintain ADA-compliant pedestrian access; operational limitations to reduce conflicts with vehicular traffic; and sanitation requirements to address litter, food waste, and stormwater impacts.

In addition, Chapter 5-29 establishes a ministerial sidewalk vending permit process that complies with state law by limiting the information that may be collected from applicants. The

application requirements are narrowly tailored to include identification, business licensing, seller's permit verification, insurance, and operational details, while expressly prohibiting the collection of immigration status, criminal history, or fingerprinting information as required by state law. Permit approval is based solely on objective criteria, and enforcement provisions are limited to administrative fines consistent with state law.

Chapter 5-29 also clarifies key definitions, including "Sidewalk Vendor," "Roaming Sidewalk Vendor," "Stationary Sidewalk Vendor," and "Private Property," to ensure consistency with state law and to reduce ambiguity in enforcement. It further establishes clear operational standards, including location restrictions, spacing requirements, hours of operation, and prohibitions on certain sales (e.g., tobacco, alcohol, and cannabis products), all of which are supported by documented health and safety findings.

By separating itinerant and sidewalk vendor regulations into two distinct chapters, the ordinance provides a clearer and more user-friendly regulatory structure. This approach ensures that the City's regulations are enforceable, consistent with state law, and responsive to local operational and public safety concerns.

The ordinance also provides for the repeal of Resolution No. 2025-134 upon the effective date of the ordinance, since the resolution would be superfluous.

3. FISCAL IMPACT / BUDGET AMENDMENT:

New and amended user fees will be proposed at a future Council Meeting, if needed, to ensure the financial impact of this ordinance is addressed.

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. ALTERNATIVES:

1. Do not adopt the ordinance. This is not recommended, as the current code provisions related to street and sidewalk vending are preempted by state law and are no longer enforceable.

2. Provide staff with alternative direction regarding changes to the proposed ordinance prior to adoption.

6. ATTACHMENTS:

1. Ordinance Amending TMC Title 5 Chapter 17 (Itinerant Vendors) and Adding Turlock Municipal Code Title 5 Chapter 29 (Sidewalk Vendors)
2. Resolution 2025-134

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT) CHAPTER 17 (ITINERANT VENDORS) AND ADDING TURLOCK MUNICIPAL CODE TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT) CHAPTER 29 (SIDEWALK VENDORS)	**ORDINANCE NO. -CS**

WHEREAS, Senate Bill 946 (SB 946) added Chapter 6.2 (commencing with Section 51036) to Part 1 of Division of Title 5 of the California Government Code to regulate Sidewalk Vendors throughout the state, including within the City of Turlock (the City); and

WHEREAS, SB 946 established requirements for local regulations of Sidewalk Vendors and required that such regulations to be adopted by a resolution or ordinance; and

WHEREAS, the City established operational requirements for Sidewalk Vendors in the City to comply with SB 946 and protect the health, safety, and welfare of the community through the adoption of Resolution No. 2025-134; and

WHEREAS, Senate Bill 635 was signed into law in October 2025, further strengthening protections for Sidewalk Vendors; and

WHEREAS, the City now seeks to add regulations of Sidewalk Vendors to the Turlock Municipal Code; and

WHEREAS, the City finds that the regulations set forth herein are directly related to objective health, safety, and welfare concerns, including but not limited to the health, safety and welfare of vendors, their prospective customers, pedestrians, those protected by the Americans With Disabilities Act, those operating motor vehicles at intersections and in Rights-of-Way adjacent to Sidewalks, and the public at large; and

WHEREAS, the City wishes to continue regulating Itinerant Vendors; and

WHEREAS, therefore, the City will update Chapter 17 Itinerant Vendors of Title 5 (Public Welfare, Morals, and Conduct) and add Chapter 29 Sidewalk Vendors to Title 5 (Public Welfare, Morals, and Conduct).

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ENVIRONMENTAL DETERMINATION: The Ordinance has been reviewed with respect to applicability of CEQA and the CEQA Guidelines. The Ordinance is not a project under CEQA Guidelines Section 15378(b)(5) because the Ordinance is an administrative activity that does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

SECTION 2. AMENDED: Title 5, Chapter 17 is hereby amended to read as follows:

Chapter 5-17
ITINERANT VENDORS

5-17-01. Purpose and Findings.

The City Council of the City of Turlock hereby finds and declares that public necessity, health and safety, and for the general welfare, immediately requires that any person operating an itinerant business or service as an owner or operator or as an employee of an owner or operator obtain a permit from the City of Turlock and operate pursuant to the laws of the State of California, the County of Stanislaus and the City of Turlock.

5-17-02. Definitions.

For the purposes of this chapter, unless otherwise stated in this chapter, the following words and phrases are defined as follows:

(a) "Established place of business" shall mean and include a fixed place, location or building within the boundaries of the City of Turlock, zoned for residential uses with a valid City home occupation permit, or commercial, office, or industrial uses, owned, or rented or leased on a month-to-month or term for years basis, by a person using such place, location or building as his or her permanent place of business.

~~(b) "Itinerant vendor"~~
~~shall mean and include:~~

~~(1) Any person who has no established place of business within the boundaries of the City of Turlock and who is engaged in transient business traveling from place to place for the purpose of selling any goods, wares, merchandise or services or for the purpose of the taking of orders for the sale of any goods, wares, merchandise or services to be delivered or performed at some future time and date; and~~

~~(2) Any person who has obtained the proper City of Turlock permits and public/private permission to engage in a transient business in one location or set up a temporary location as provided by the Turlock Municipal Code for the purpose of selling any goods, wares, merchandise or services or for the purpose of the taking of orders for the sale of any goods, wares, merchandise or services to be delivered or performed at some future time and date.~~

(b) "Itinerant Vendor" means a person who engages in a temporary or transient commercial activity within the City by selling goods or services, or taking orders for future delivery of goods or services, and who does not operate from a permanent, established place of business within the City.

(1) An Itinerant Vendor conducts business by traveling from place to place, soliciting door-to-door, or operating from a temporary location on private property with the consent of the property owner.

(2) The term does not include a "Sidewalk Vendor," "Roaming Sidewalk Vendor," or "Stationary Sidewalk Vendor" as defined and regulated in T.M.C. Chapter 5-

29 and California Government Code section 51036.

~~(c) Repealed.~~

~~(d)~~(c) "Person" shall mean and include natural persons, sole proprietorships, firms, associations, partnerships, or corporations.

~~(e)~~(d) "Non-profit organization" shall mean and include any organization, foundation, corporation or association recognized by the State of California as a non-profit organization.

~~(f)~~(e) "Temporary location" shall mean and include a location that may not be used in excess of seventy-two (72) hours in any consecutive thirty (30) day period.

5-17-03. Permits: Required: Exemptions: Exceptions.

(a) No person shall engage in any business whether individually or as the employee or agent of another person, firm, company, corporation, association, organization, or partnership as an itinerant vendor without first complying with all applicable requirements of Chapter 9-2 TMC (Zoning Regulations) and having obtained a permit from the Chief of Police.

(b) Exemptions: The following are expressly exempt from the provisions of this chapter:

(1) Qualified participants in a farmer's market registered with the sponsoring organization approved from time to time by the City Council of the City of Turlock;

(2) Merchants having an established place of business in the City of Turlock, or to their employees or agents;

(3) Wholesalers or their representatives, employees or agents, calling upon retail business.

~~(3)~~(4) Sidewalk Vendors, Roaming Sidewalk Vendor, or Stationary Sidewalk Vendor as defined in and regulated by TMC Chapter 5-29.

(c) Non-profit organizations as recognized by the State of California are not required to obtain an itinerant vendor permit but shall register their itinerant vendor activity with the City of Turlock Police Department pursuant to TMC § 5-17-16~~7~~.

~~**5-17-04. Street vendors. Repealed.**~~

5-17-0~~4~~5. Permits: Applications.

Any person desiring to obtain an itinerant vendor permit or desiring to obtain a permit for his or her employee or agent shall file a written application with the Chief of Police on the application form provided by the Police Department. Such application shall set forth the following

information:

(a) The applicant's name and address(es), both residential and business;

(b) If the applicant is a corporation, the name of the corporation exactly as it appears in the articles of incorporation, as well as the names and addresses of all officers, directors and stock holders holding five (5%) percent or more of the stock in the corporation;

(c) If the applicant is a partnership or unincorporated association, the names and addresses of all partners, including limited partners, or principals. Additionally, if the applicant is a partnership, then it must designate a managing partner and that person must complete the application form;

(d) The applicant's date of birth, weight, height, color of eyes and hair;

(e) The name under which the itinerant vendor operates;

(f) The name of each City, County and State, including the specific addresses therein, in which the applicant has been engaged in or has conducted itinerant vendor activity within the immediately preceding five (5) years;

(g) A statement of all felonies and misdemeanors for which the applicant has been convicted, including nolo contendere, within the five (5) years immediately preceding the date of the application;

(h) The applicant's valid driver's license number; the applicant's valid Social Security number, individual taxpayer identification number, or municipal identification number;

~~(i) The applicant's valid Social Security number;~~

~~(j)~~(i) The type of permit requested (i.e. Owner, Operator or Employee);

~~(k)~~(j) Any and all other information requested by the Chief of Police to facilitate the processing of the application and to ensure that the public's health, safety and general welfare is protected;

~~(l)~~(k) A signed statement that the information contained in the application as submitted by the applicant is true to the best of the applicant's knowledge under the penalty of perjury under the laws of the State of California.

5-17-0~~5~~6. Permits: Fees.

Any person desiring to obtain a permit shall pay to the City of Turlock, and submit along with the itinerant vendor application, the fees established from time to time by resolution of the City Council of the City of Turlock for itinerant vendors.

5-17-0~~6~~7. Permits: Background police investigation: Temporary permits.

(a) The Chief of Police shall conduct and complete an investigation of the truthfulness of the facts set forth in the itinerant vendors application filed pursuant this chapter, and the moral fitness, reputation, character, integrity and competency of the applicant.

(b) The applicant shall report to the Turlock Police Station to be fingerprinted, the cost of which shall be borne by the applicant. A complete fingerprint background investigation through the California Department of Justice can take an estimated six (6) to sixteen (16) weeks to complete.

(c) The Chief of Police, within fifteen (15) days after the application is received, shall conduct a preliminary background check of references and law enforcement agency records within Stanislaus County and other California Counties pursuant to a written release from applicant.

(d) If the Chief of Police finds nothing in the preliminary background investigation which would indicate that the applicant's moral fitness, reputation, character, integrity or competency would pose a threat to the public safety, health or welfare, the Chief of Police may issue a ninety (90) day temporary permit while the complete fingerprint background investigation is being completed by the California Department of Justice pursuant to subsection (b) of this section. To qualify for a temporary permit, the itinerant vendor (1) shall file a permit application pursuant to this chapter; and (2) ~~shall reside in Stanislaus County or a county contiguous to Stanislaus County (3)~~ shall be subject to a background check of references and law enforcement agency records within Stanislaus County and ~~counties contiguous to Stanislaus County~~ other California Counties pursuant to a written release from applicant. If the complete fingerprint background investigation is not completed by the California Department of Justice on the expiration date of the ninety (90) day temporary permit, the Chief of Police may extend the expiration date by not more than sixty (60) days.

5-17-078. Permits: Issuance.

The Chief of Police shall grant and issue the permit for a period not to exceed one year and subject to the conditions established below and any other conditions that the Chief of Police establishes if the Chief of Police finds nothing in the preliminary background investigation or the complete fingerprint background investigation through the California Department of Justice which would indicate that the applicant's moral fitness, reputation, character, integrity or competency is not good or would pose a threat to the public safety, health or welfare.

5-17-089. Permits: Conditions to promote quality assurance.

The following conditions shall apply to each and every permit issued:

(a) The applicant must be eighteen (18) years or older or if the applicant is between the age of fourteen (14) and seventeen (17), inclusive, submit proof of a valid work permit issued by the applicant's school;

(b) The applicant must not have been convicted within the five (5) years immediately preceding application for a permit for a crime involving honesty or veracity, violence,

dangerous or deadly weapons, or not more than once during the same five (5) year period of the use or possession of narcotics or other such illicit substance;

(c) The applicant must operate in accordance with the provisions and requirements of the laws of the United States of America, the State of California, the County of Stanislaus, and the City of Turlock;

(d) The applicant must operate in a courteous, honest and forthright manner which includes, but is not limited to, the following:

(1) Display his or her permit pursuant to TMC § 5-17-134 and upon request present it for review by the person the permittee is soliciting;

(2) Refrain from soliciting those persons that have indicated that they do not want to be solicited, either orally or by the posting of a sign;

(3) Do not threaten or coerce any person;

(e) The applicant must procure and present to the City of Turlock a bond in the penal sum of One Thousand and no/100ths ($1,000.00) Dollars;

(f) If the applicant proposes to operate on private property, he or she must first obtain zoning clearance from the City of Turlock ~~Community~~ Development Services Department, Planning Division, and shall comply and operate pursuant to all applicable zoning laws, regulations, and special conditions as administered by the City of Turlock ~~Community~~ Development Services Department by authority of the Turlock Municipal Code;

(g) Any and all other conditions established by the Chief of Police or the City Manager, or his or her designee, on any one individual permit to ensure the public health, safety and general welfare.

5-17-0910. Permits: Denial: Suspension: Revocation.

(a) Denial. The Chief of Police may deny the permit if it appears that:

(1) The applicant has been convicted, including a plea of nolo contendere, of a felony or misdemeanor involving moral turpitude under any State of Federal law; or

(2) There is any cause which, in the opinion of the Chief of Police, jeopardizes the public health, safety or general welfare.

(b) Suspension and Revocation. The Chief of Police is authorized to temporarily suspend or permanently revoke the permit of any person permitted under this chapter for any of the reasons that follow after five (5) days written notice to the permittee specifying the grounds for the proposed suspension or revocation and

requiring the permittee to appear at a certain time and place to show cause why such permit should not be suspended or revoked:

(1) Non-compliance with any of the conditions established by TMC § 5-17-089.

(2) If it appears that the permittee has engaged in any unlawful business, act or acts.

(3) When any matter comes to the attention of the Chief of Police that the information provided in the permittee's application was false.

(4) When complaint(s) have been lodged against the permittee that same has threatened or jeopardizes the public health, safety or general welfare.

5-17-101. Permits: Appeal of the Chief of Police's denial, suspension or revocation.

(a) Any permittee or applicant may appeal the decision of the Chief of Police to deny, suspend or revoke a permit to the City Manager, or his or her designee, by submitting such appeal in writing within ten (10) days of the date of the denial, suspension or revocation.

(b) The City Manager, or his or her designee, shall set a date and time for a hearing not later than ten (10) days from the receipt of the written appeal on the appeal and give at least five (5) calendar days written notice thereof by mail addressed to the applicant's permanent address as reflected in the application. At the hearing, which may be continued from time to time, the City Manager may take oral and documentary evidence from any interested person regarding the moral fitness, reputation, character, integrity and competency of the applicant or any other factors which were used by the Chief of Police in his or her reasonable judgment that resulted in the denial, suspension or revocation of a permit. Any applicant or permittee or applicant who fails to appear at the hearing after notice was given, without obtaining a continuance from the City Manager, or his or her designee, may be deemed to have waived any right to introduce evidence or object to the final decision of the City Manager, or his or her designee.

(c) If the applicant fails to appear at the time and place set for hearing, the City Manager will consider the matter resolved by the ruling of the Chief of Police.

(d) The City Manager, or his or her designee, shall make a ruling at the end of such hearing or within five (5) days thereafter to either:

(1) Uphold the decision of the Chief of Police in the denial, suspension or revocation of the permit;

(2) Overrule the decision of the Chief of Police and grant or reinstate the permit;

(3) Amend the suspension length of the permit for any such period as may be deemed necessary and proper;

(4) Grant or reinstate the permit with additional conditions established thereto.

5-17-112. Permits: Appeal of the City Manager's decision.

(a) Any applicant may appeal the decision of the City Manager, or his or her designee, by filing such appeal with the City Clerk in writing within ten (10) days of the date of the City Manager's decision.

(b) The City Clerk shall schedule a public hearing at next regularly scheduled City Council meeting in accordance with the calendar deadlines established by the City Clerk for placing an item on the City Council agenda. The City Clerk shall give at least five (5) calendar days written notice thereof by mail addressed to the applicant's permanent address as reflected in the application.

(c) If the applicant fails to appear at the time and place set for hearing, the City Council will consider the matter resolved by the ruling of the City Manager, or his or her designee.

(d) If the applicant does appear, the applicant will have to show by clear and convincing evidence that the City Manager, or his or her designee, was incorrect in his or her ruling.

(e) The City Council shall have the power to concur with the ruling of the City Manager, or his or her designee, or reject the ruling and order the issuance of the permit. In either event, the decision of the City Council shall be the final administrative remedy available to the applicant.

5-17-123. Permits: Non-transferable.

Any permit issued pursuant to the provisions of this chapter shall be non-transferable and such shall be used only by the person to whom it has been issued.

5-17-134. Permits: Display.

(a) The permittee shall display his or her permit on his or her person at all times while engaged in any such business.

(b) The permittee shall also have in his or her possession written permission to be on and conduct business on such public or private property from the owner, or his or her authorized representative. The permittee shall, upon demand of any peace officer or fire inspector, present such written permission.

5-17-145. Prohibited areas.

(a) Any permit issued pursuant to this chapter does not allow or authorize the permittee to operate on a public highway or road right of way nor does it allow the permittee to operate on public or private property without the prior written permission of the current owner, or his or her authorized representative.

5-17-156. Permit: Renewal.

Any permit issued pursuant to this chapter may thereafter be renewed yearly by the applicant, if the permit has not been suspended or revoked, upon the applicant requesting same from the Chief of Police and paying in advance the renewal fee as established from time to time by resolution of the City Council.

5-17-167. Registration requirements for those organizations exempted pursuant to TMC § 5-17-03(c).

(a) Any organization not required to obtain permits pursuant to TMC § 5-17-03(c) and engaged as itinerant vendors must nonetheless register their organization and participants with the City of Turlock Police Department prior to engaging in such activity.

(b) Registration pursuant to subsection (a) of this section must be made in writing at least five (5) days prior to the commencement of such activity and shall contain at least the following information:

(1) The name of the organization;

(2) The names of all itinerant vendors;

(3) The nature of the activity and the dates that same will be conducted;

(4) Any other such information that the Chief of Police may require to insure the public safety, health and general welfare.

5-17-178. Violation: Penalty.

(a) It shall be unlawful for any person to violate any provision of this chapter or to fail to comply with any of the requirements of this chapter. Any person violating any of such provisions or failing to comply with any of such requirements of this chapter shall be guilty of a misdemeanor.

(b) Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by such person and shall be punishable accordingly.

(c) In addition to the penalties provided by this section, any condition caused or permitted to exist in violation of this chapter shall be deemed a public nuisance and may be summarily abated by the City, and shall be regarded as a new and separate offense.

(d) Any person convicted of a misdemeanor under the provisions of this chapter shall be punishable by a fine not to exceed One Thousand and no/100ths ($1,000.00) Dollars, or by imprisonment in the County Jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

(e) Each person who violates any provision of this chapter may be subject to the imposition and payment of an administrative fine(s) in accordance with Turlock Municipal Code Chapter 2-11.

(f) Pursuant to California Government Code Section 38773.7, any person found in violation of the provisions of this chapter a second or subsequent time within a two-year period will be subject to treble damages, according to court order.

SECTION 3. ADDITION: Title 5, Chapter 5-29, is hereby added to read as follows:

Chapter 5-29

SIDEWALK VENDORS

5-29-01. Conditions and Restrictions Imposed on Sidewalk Vendor Permit; Health and Safety Justification.

(a) Sidewalk Vendors shall adhere to all operating conditions and requirements set forth in this Chapter, and all restrictions, limitations, and operating requirements set forth in this Chapter shall constitute conditions upon any Sidewalk Vending Permit issued pursuant to this Chapter.

(b) The conditions, restrictions and operating requirements set forth in this Chapter are intended to protect the health and safety of Vendors, their patrons, and the general public for reasons including but not limited to:

(1) Reducing exposure to pedestrian versus vehicle contact;

(2) Ensuring better visibility of drivers entering or exiting driveways;

(3) Protecting access to public right-of-way by disabled persons to comply with the Americans with Disabilities Act;

(4) Ensuring safe pedestrian pathways in areas commonly utilized by pedestrians;

(5) Preventing the appearance of “marketplace” vending which is more likely to generate crowding on public Sidewalks that would impede pedestrians and disabled use of Sidewalks;

(6) Reducing the chance pedestrians will enter vehicular Rights-of-Way or block the entrance or exit of a business;

(7) Reducing the danger that school children will enter into traffic and be injured or killed trying to reach a Vendor;

(8) Reducing unnecessary or unanticipated slowing of vehicles approaching onramps, immediately adjacent to curb and Sidewalk, or existing freeway off-ramps where drivers are merging into oncoming traffic, all of which are likely to cause accidents;

(9) Reducing the possibility that drivers will be distracted in their line of site by a Vendor in the way of oncoming traffic;

(10) Causing visual distractions to the driving public;

(11) Cause excessive noise that disturbs the peace;

(12) Eliminating litter, refuse, and food waste from the public Right-of-Ways; and

(13) Reducing the likelihood of contamination deposited into the City's storm drain system.

5-29-02. Definitions.

(a) "Certified Farmer's Market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

(b) "Food" means any type of edible substance or beverage intended primarily for consumption by human beings.

(c) "Immediate Vicinity" means within five hundred (500) feet.

(d) "Median" means roadway medians and parkway islands.

(e) "Merchandise" means small and easily carried or worn items that are not food or drinks, including but not limited to, souvenirs, toys, articles of clothing, flowers, etc.

(f) "Public Right-of-Way" means the area dedicated to public use for street or pedestrian purposes, including privately owned and maintained roads within the city that are generally held open to the public for purposes of vehicular and pedestrian traffic and includes alleys, driveways, highways, medians, parkways, planter strips, roads, sidewalks, and streets.

(g) "Roaming Sidewalk Vendor" means a Sidewalk Vendor who moves from place to place with stops to complete a transaction.

(h) "Sidewalk" means that portion of the public right-of-way provided for the primary use of pedestrians along or adjacent to the street, including a public pathway provided for the primary use of pedestrians.

(i) “Sidewalk Vendor" means a person who sells food, drinks or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a sidewalk or other pedestrian path, public right-of-way, public property, or private property where the general public has access to the vendor. " Sidewalk Vendor" includes "roaming Sidewalk Vendor" and "Stationary Sidewalk Vendor."

(j) “Stationary Sidewalk Vendor" means a Sidewalk Vendor who vends from a fixed location.

(k) “Temporary Special Permit" means a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, athletic events, public assemblies, carnivals, festivals, and outdoor concerts.

(l) “Vend, Vends, Vended or Vending" means to sell, offer for sale, expose or display for sale, solicit offers to purchase, or to barter food or merchandise, or to require someone to negotiate, establish, or pay a fee before providing food or merchandise, even if characterized as a donation.

(m) “Sidewalk Vending Permit” means a permit issued by the City of Turlock under this Article for the purpose of Sidewalk Vending.

(n) “Private Property” means any real property not owned, leased, or controlled by a federal, state, or local governmental agency, including, but not limited to, privately owned parking lots, shopping centers, commercial properties, residential properties, and common areas of private developments, whether or not such property is open to the public. For purposes of this Chapter, private property does not include public sidewalks, public rights-of-way, parks, or other property owned or controlled by a governmental agency.

5-29-03. Sidewalk Vending Permit Application.

(a) No person shall engage in, conduct, or carry on the business of operating as a Sidewalk Vendor without a Sidewalk Vending Permit issued under the provisions of this Article.

(b) Every person, prior to engaging in, conducting, or carrying on the business of operating as a Sidewalk Vendor, shall file an application for a Sidewalk Vending Permit with the City of Turlock, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the City of Turlock and shall contain, at a minimum, the following:

(1) The legal name, current mailing address and telephone number of the applicant;

(2) If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;

(3) A copy of a California’s driver’s license or identification number, an individual taxpayer identification number, or a municipal identification number. The number collected

shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order; The application shall not inquire into or collect information about an individual's immigration or citizenship status or place of birth, shall not inquire into or collect information or documentation regarding an individual's criminal history, and shall not require an applicant to submit fingerprints, complete a LiveScan fingerprinting, or submit to a background check as part of an application for a permit for sidewalk vending.

(4) A description of the Food and/or merchandise for Vending;

(5) A description, map, or drawing of the areas in which the Sidewalk Vendor proposes to operate;

(6) The dimensions of the Vending cart;

(7) The hours per day and the days per week during which the Sidewalk Vendor proposes to operate, and whether the Sidewalk Vendor intends to operate as a Stationary Sidewalk Vendor or a Roaming Sidewalk Vendor;

(8) A business license pursuant to Turlock Municipal Code Section 3-1.

(9) A current valid California seller's permit number pursuant to Section 6067 of the California Revenue and Taxation Code;

(10) Proof of a policy or policies of comprehensive general liability insurance with minimum limits of one million dollars ($1,000,000) per occurrence, combined single limit coverage and two million dollars ($2,000,000) in the aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the permittee, with an endorsement naming the city as an additional insured. In addition, the permittee is required to carry workers' compensation and automobile coverage sufficient to meet requirements of the State of California;

(11) If a Vendor of Food, the Sidewalk Vendor must show proof of a California Food Handler Card and a Stanislaus County itinerant vendor permit;

(12) An agreement by the applicant to indemnify and hold harmless the City, its officers and employees, for any damage or injury caused to the City as a result of the Sidewalk Vending conduct or activity;

(13) Certification by the applicant, under penalty of perjury, that the information contained in the application is true to his or her knowledge and belief; and

(14) Any other reasonable information regarding the time, place, and manner of the proposed Sidewalk Vending activities.

(c) Applications for Sidewalk Vending Permits shall be filed a minimum of thirty (30) days prior to the date requested for issuance of the Sidewalk Vending Permit. Renewal Sidewalk Vending Permit applications shall be filed a minimum of thirty (30) days prior to the expiration of any existing Sidewalk Vending Permit.

5-29-04. Criteria for Issuance or Denial of Sidewalk Vending Permit.

(a) The City of Turlock shall approve the issuance of a Sidewalk Vending Permit unless it is determined that:

(1) The applicant has failed to satisfy the objective Sidewalk Vending Permit requirements set forth in this Chapter, including, without limitation, required state or county permits and required insurance;

(2) The applicant has made a material misrepresentation in the application; or

(3) The applicant has failed to provide a complete application, after having been notified of the requirement to produce supplemental information or documents.

5-29-05. Sidewalk Vending Permit Non-Transferable.

A Sidewalk Vending Permit issued pursuant to this Chapter shall not be transferable to any other entity or person. Any change in ownership, Sidewalk operation, or Vending activity of an issued Sidewalk Vending Permit requires the filing of a new Sidewalk Vending Permit application under this Chapter.

5-29-06. Sidewalk Vending Permit Expiration.

A Sidewalk Vending Permit issued pursuant to this Chapter shall be effective for a period of one year from the date of issuance.

5-29-07. Regulations.

(a) The City shall restrict the hours of operation of Sidewalk Vendors to comply with the restricted hours of the businesses or City facilities wherein the Sidewalk Vendor is operating.

(b) Sidewalk Vendors shall operate in compliance with all applicable federal, state, county, and city laws, ordinances, and regulations.

(c) Sidewalk Vendors shall only conduct operations at locations approved by the City.

(d) No Sidewalk Vendor is permitted to operate within 500 feet of a public or private school during the hours of 7:00 a.m. to 6 p.m. Monday through Friday.

(e) Sidewalk Vendors are prohibited from operating in a city park if the city has entered into exclusive agreements for the sale of food or merchandise by one or more concessionaires for that city park.

(f) Roaming Sidewalk Vending within any residential areas of the City is prohibited between the hours of 7:00 p.m. and 7:00 a.m. of the subsequent day.

(g) A Sidewalk Vendor shall maintain a clean and trash-free 10-foot radius around his or her pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized

conveyance at all times when it is located on public property. A Sidewalk Vendor shall immediately clean up any Food, grease, or other fluid or item related to Sidewalk Vending activities which fall onto the Sidewalk or other public property. When departing a location used for Vending, the Sidewalk Vendor shall remove all trash and debris from the location. No trash or refuse generated by Sidewalk Vending activities shall be disposed of in public or private trash receptacles; Sidewalk Vendors must take the trash generated by their activities with them and dispose of it appropriately.

(h) For public safety reasons, including pedestrian, vehicular, public and Vendor safety, a Sidewalk Vendor shall not operate within the number of feet designated below from the nearest portion of the corresponding location:

(1) Within 500 feet from any freeway on-ramp or off-ramp.

(2) Within 10 feet of another Sidewalk Vendor.

(3) Within 100 feet of a residence.

(4) Within 50 feet of the entrance or exit from any place of business that has an operational kitchen. If a business containing an operational kitchen is closed, this restriction shall not apply. This restriction shall only apply to businesses located on the same side of the street the Sidewalk Vendor is operating on to ensure food safety.

(5) Sidewalk Vendors are prohibited from operating within 15 feet of fire hydrants, bus benches, transit shelters, crosswalks, or driveways.

(i) For public safety reasons, including pedestrian, public, and Vendor safety, a Sidewalk Vendor shall not operate in such a manner that the Vendor, the Vendor's cart, the Vendor's display, the Vendor's goods, or any combination thereof:

(1) impedes public use of the Sidewalk or Right-of-Way as required by the Americans with Disabilities Act; or

(2) impedes access to or the use of abutting property, including, but not limited to, residences and places of business; or

(3) impedes emergency access for the Police, Fire Department, or medical personnel to any abutting property; or

(4) is located within 18 inches from the edge of the curb face; or

(5) Is located within the Driveway or Corner Clear Vision zones.

(j) In the event of a traffic accident, medical emergency, gas leak, natural disaster, fire, on-site construction or related work on a capital improvement project, or an emergency situation, the City may temporarily require Sidewalk Vendors to relocate to another location if doing so is necessary to protect the public' s health and safety.

(k) Sidewalk Vendors shall not Vend to customers in vehicles.

(l) The sale of alcohol, marijuana, adult-oriented material, tobacco products, electronic

cigarettes or products that contain nicotine, any product used to smoke/vape nicotine or marijuana, or any other illegal material or substances is prohibited.

(m) Vendors shall be present at all times while any Food, drink or merchandise is on display on a Sidewalk. Unattended Vending is prohibited.

(n) Vendors shall comply with all applicable noise ordinances, including but not limited to Turlock Municipal Code section 5-28.

(o) During the Turlock Certified Farmer' s Market, or any other event classified as a farmer's market, Sidewalk Vendors not associated with the Farmer's Market, or other events classified as a farmer's market, shall not operate within the Immediate Vicinity.

(p) During an event classified as a swap meet, Sidewalk Vendors not associated with the swap meet shall not operate within the Immediate Vicinity.

(q) During an event that has been issued a Temporary Special Permit, Sidewalk Vendors not associated with the Temporary Special Permit shall not operate within the Immediate Vicinity.

(r) Sidewalk Vendors who Vend any Food, beverage, or liquid products must implement the following best management practices:

(1) Possess spill kits that are comprised of paper towels, cloth towels, or sand at all times while Vending;

(2) Remove all spill materials from the public Right-of-Way and Sidewalks once the spilled material is absorbed off the ground;

(3) Capture and prevent spills leaving the area and moving into the surrounding streets from entering the storm water conveyance system, including curbs, gutters, and storm drains;

(4) Properly dispose of grease; and

(5) Ensure that any water or rinse residue used for Vending activities is not disposed in the curbs, gutters, streets, drains, or on any public property.

(s) Sidewalk Vendors shall ensure that all customer queuing, waiting areas, or lines do not block, hinder, or interfere with the free flow of pedestrian or vehicular traffic along, over, or across public property, and otherwise comply at all times with the location-related restrictions set forth in this Chapter relative to sidewalk vending activities.

(t) Stationary Sidewalk Vendors are prohibited from operating or establishing in any residential zone of the City. This does not apply to Roaming Sidewalk Vendors.

(u) Vending carts shall not be left unattended by the Vendor or their staff.

(v) Sidewalk Vendors shall not attach or use any water lines, electrical lines, or gas lines located on public property owned by the City, or belonging to any other entity or person.

(w) No signs, balloons, or flags may be displayed on or off the site for promotional purposes all signage must be attached.

5-29-08. Inspection and Enforcement.

Representatives of the Police Department, Fire Department, Code Enforcement, the Planning Department, the Finance Department, or any other relevant City department shall be permitted, at any time a Sidewalk Vendor is operating in the City, to inspect a Sidewalk Vendor's operation, its required permits, and its Vended Food and goods for compliance with local or state laws and regulations.

5-29-09. Violations.

(a)In accordance with State Law, a person found in violation of this Chapter shall be subject to the following, and except as provided in this Chapter, these provisions shall be the exclusive penalties applicable to violations of this Chapter:

(1) Operating as a Sidewalk Vendor in violation of this chapter, other than the failure to possess a valid Sidewalk Vending Permit:

(i) A written warning for a first violation.

(ii) An administrative fine not exceeding one hundred dollars ($100) for a second violation within one year of the first violation.

(iii) An administrative fine not exceeding two hundred dollars ($200) for a third violation within one year of the first violation.

(iv) An administrative fine not exceeding five hundred dollars ($500) for each additional violation within one year of the first violation.

(v)After the fourth violation the Sidewalk Vendor’s permit will be rescinded.

(2) Operating as a Sidewalk Vendor without a valid permit issued by the City:

(i) An administrative fine not exceeding two hundred fifty dollars ($250) for a first violation.

(ii) An administrative fine not exceeding five hundred dollars ($500) for a second violation within one year of the first violation.

(iii) An administrative fine not exceeding one thousand dollars ($1,000) for each additional violation within one year of the first violation.

(3) A Sidewalk Vendor may appeal an administrative fine pursuant to section 2-11 of the Turlock Municipal Code.

(4) A Sidewalk Vendor who has been issued an administrative fine pursuant to this Chapter may request a determination of his or her ability to pay the administrative fine pursuant to the provisions of Government Code section 51039(f). If the Sidewalk Vendor shows proof to the satisfaction of the hearing officer (if the request is made at the time of an administrative appeal hearing), or the City Manager or his or her designee (if the request is made at any other time), that he or she meets the criteria set forth in Government Code section 68632, subsections (a) or (b), the fine amount shall be reduced to 20 percent of the original fine amount.

(5) Violations of the Turlock Municipal Code not specifically subject to the limitations set forth in Section 51039 of the Government Code shall be subject to enforcement pursuant to the Turlock Municipal Code, as the same may be amended from time to time, in addition to any other applicable penalties or remedies prescribed by law at the time of the violation.

(6) All such fines collected under this Section shall be deposited into the General Fund.

5-29-10. Confidentiality and Nondisclosure of Personally Identifiable Information.

(a) Except as otherwise required by state or federal law, the City shall not provide voluntary consent to any individual to access, review, or obtain any City records obtained pursuant to this Article that include personally identifiable information of any Sidewalk Vendor without a subpoena or a valid judicial warrant. This subsection does not prohibit the City from challenging the validity of a subpoena or judicial warrant in a federal district court.

(b) The City and its personnel shall not disclose or provide in writing, verbally, or in any other manner, personally identifiable information of any Sidewalk Vendor obtained pursuant to this Article that is requested, except pursuant to a subpoena or a valid judicial warrant, or as required to administer the permit program, or to comply with a state law or state or federal court order.

(c) For purposes of this section, “personally identifiable information” includes an individual’s name, business name, home address, business address, birthdate, telephone number, business location, California driver’s license or identification number, individual taxpayer identification number, municipal identification number, government-issued identification number, consular identification, social media identifiers, employer identification number, business license number, seller’s permit number, social security number, Sidewalk Vending Permit or license number, known place of work, income and tax information, and any other information that would identify the individual.

(d) Personally identifiable information collected pursuant to this Article shall not be available to the public for inspection and shall be treated as confidential, including as exempt from disclosure to the extent permitted by applicable law.

SECTION 4. RESCISSION OF PRIOR RESOLUTION: Resolution No**.** 2025-134 is rescinded on the effective date of this Ordinance.

SECTION 5. VALIDITY: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this ____ day of _____, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2026.

SIGNED:

_____
AMY BUBLAK, Mayor

ATTEST:

_____
NICHOLE FIEZ, City Clerk,
City of Turlock, County of Stanislaus,
State of California

APPROVED AS TO FORM:

_____
KATIE O. LUCCHESI, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING RULES AND REGULATIONS REGARDING SIDEWALK VENDORS WITHIN THE CITY OF TURLOCK, PURSUANT TO GOVERNMENT CODE CHAPTER 6.2 (COMMENCING WITH SECTION 51036) OF PART 1 OF DIVISION 1 OF TITLE 5.	**RESOLUTION NO. 2025-134**

WHEREAS, Senate Bill 946 (SB 946) added Chapter 6.2 (commencing with Section 51036) to Part 1 of Division of Title 5 of the California Government Code to regulate Sidewalk Vendors throughout the state, including within the City of Turlock (the City); and

WHEREAS, SB 946 established requirements for local regulations of Sidewalk Vendors and required that such regulations to be adopted by a resolution or ordinance; and

WHEREAS, the City seeks to adopt by resolution to establish operational requirements for Sidewalk Vendors in the City to comply with SB 946 and protect the health, safety, and welfare of the community; and

WHEREAS, the City finds that the regulations set forth herein are directly related to objective health, safety, and welfare concerns, including but not limited to the health, safety and welfare of vendors, their prospective customers, pedestrians, those protected by the Americans With Disabilities Act, those operating motor vehicles at intersections and in rights- of-way adjacent to sidewalks, and the public at large.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TURLOCK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1: Findings.

1. The purpose of this resolution is to establish operational requirements for Sidewalk Vendors that comply with Government Code sections 51036 through 51039 while also protecting the health, safety, and welfare of the public.

2. Regulation of sidewalk vending will benefit the City as a whole as it will lead to orderly commerce while encouraging entrepreneurship and providing economic opportunity for people to support themselves and their families.

3. The act of vending on public sidewalks, pedestrian paths or pedestrian walkways creates the potential for safety hazards, such as, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the

performance of police, firefighter and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food and merchandise; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic.

4. Regulations of Sidewalk Vendors are needed to accommodate Sidewalk Vendors' equipment while safeguarding pedestrian movement on public sidewalks, parkways, pedestrian paths or walkways, and other public rights-of-way.

5. Regulations of Sidewalk Vendors engaged in the sale of food and food products are needed to protect the public health and safety by ensuring that Sidewalk Vendors prepare food safely and follow all health and food safety regulations.

6. Regulations of Sidewalk Vendors are needed to prevent hazardous or unsanitary conditions and to ensure that trash and debris are removed by Sidewalk Vendors and do not become a pollutant.

7. The City Council adopts this Resolution under the authority provided in Senate Bill 946 and Government Code Sections 51036 through 51039 and finds that the time, place, and manner regulations and requirements provided herein ate directly related to the City's purpose of protecting the health, safety and welfare of its residents, businesses and visitors, including ensuring compliance with the American with Disabilities Act of 1990 and other disability standards; ensuring the public's use and enjoyment of natural resources and recreational opportunities; and preventing an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of City parks.

8. Prohibiting Sidewalk Vendors from operating where placement impedes pedestrian access to or the use of an abutting property, including but not limited to, areas located within 100 feet of residences or within 50 feet of the entrance or exit from any place of business with an operational kitchen is necessary to protect the welfare of residents of the City by maintaining access and use of said premises while also ensuring food safety.

9. Prohibiting Sidewalk Vendors from operating within 10 feet of another Sidewalk Vendor will reduce the likelihood of an obstruction of the sidewalks and will help eliminate the need for any pedestrian to enter the vehicular right-of-way, protecting the public's health, safety, and welfare.

10. Prohibiting Sidewalk Vendors from operating within a certain distance from the edge of the curb face is necessary to protect the health, safety and welfare of the vendor, customer, and motorists, as it reduces exposure to pedestrian versus vehicle contact, and ensures better visibility for drivers of vehicles entering or exiting driveways.

11. Prohibiting Sidewalk Vendors from operating within the immediate vicinity of the Turlock Certified Farmer's Market is necessary to protect the welfare of residents of the City by maintaining the integrity of the certified farmer's market.

12. Prohibiting Sidewalk Vendors from operating in the immediate vicinity of an area

designated for a temporary special permit issued by the City is necessary to protect the welfare of residents of the City by maintaining the integrity of the event associated with the temporary special permit.

Section 2: The following regulations are adopted effective immediately:

Section 2.1: Purpose

The purpose of this Resolution is to ensure that the City is in compliance with Government Code sections 51036 through 51039. The reasonable time, place, and manner regulations set forth in this Resolution are necessary to protect the public health, safety and welfare by, among other things, ensuring unobstructed pedestrian travel on City sidewalks and minimizing potential conflicts between motor vehicles and pedestrians and vendors in the public right-of-way. Furthermore, procedures are necessary to prevent unsanitary conditions, and to ensure trash and debris in the areas Sidewalk Vendors are operating are removed by said vendors.

Section 2.2: Conditions and Restrictions Imposed on Permit; Health and Safety Justification

1. Sidewalk Vendors shall adhere to all operating conditions and requirements set forth in this Chapter, and all restrictions, limitations, and operating requirements set forth in this Chapter shall constitute conditions upon any Sidewalk Vending Permit issued pursuant to this Chapter.

2. The conditions, restrictions and operating requirements set forth in this Chapter are intended to protect the health and safety of vendors, their patrons, and the general public for reasons including but not limited to:
    a. Reducing exposure to pedestrian versus vehicle contact;

    b. Ensuring better visibility of drivers entering or exiting driveways;

    c. Protecting access to public right-of-way by disabled persons to comply with the Americans with Disabilities Act;

    d. Ensuring safe pedestrian pathways in areas commonly utilized by pedestrians;

    e. Preventing the appearance of "marketplace" vending which is more likely to generate crowding on public sidewalks that would impede pedestrians and disabled use of sidewalks;

    f. Reducing the chance pedestrians will enter vehicular rights-of-way or block the entrance or exit of a business;

    g. Reducing the danger that school children will enter into traffic and be injured or killed trying to reach a vendor;

    h. Reducing unnecessary or unanticipated slowing of vehicles approaching onramps,

immediately adjacent to curb and sidewalk, or existing freeway off-ramps where drivers are merging into oncoming traffic, all of which are likely to cause accidents;

i. Reducing the possibility that drivers will be distracted in their line of site by a vendor in the way of oncoming traffic;

j. Causing visual distractions to the driving public;

k. Cause excessive noise that disturbs the peace;

l. Eliminating litter, refuse, and food waste from the public right of ways; and

m. Reducing the likelihood of contamination deposited into the City's storm drain system.

Section 2.3: Definitions

"Certified Farmer's Market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

"Food" means any type of edible substance or beverage intended primarily for consumption by human beings.

"Immediate vicinity" means within five hundred (500) feet.

"Median" means roadway medians and parkway islands.

"Merchandise" means small and easily carried or worn items that are not food or drinks, including but not limited to, souvenirs, toys, articles of clothing, flowers, etc.

"Public right- of-way" means the area dedicated to public use for street or pedestrian purposes, including privately owned and maintained roads within the city that are generally held open to the public for purposes of vehicular and pedestrian traffic and includes alleys, driveways, highways, medians, parkways, planter strips, roads, sidewalks, and streets.

"Roaming Sidewalk Vendor" means a Sidewalk Vendor who moves from place to place with stops to complete a transaction or transactions.

"Sidewalk" means that portion of the public right-of-way provided for the primary use of pedestrians along or adjacent to the street, including a public pathway provided for the primary use of pedestrians.

"Sidewalk Vendor" means a person who sells food, drinks or merchandise from a pushcart, stand, display, pedal- driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a sidewalk or other pedestrian path. "Sidewalk Vendor" includes "Roaming Sidewalk Vendor" and "Stationary Sidewalk Vendor."

"Stationary Sidewalk Vendor" means a Sidewalk Vendor who vends from a fixed location.

"Temporary special permit" means a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, athletic events, public assemblies, carnivals, festivals, and outdoor concerts.

"Vend, vends, vended or vending" means to sell, offer for sale, expose or display for sale, solicit offers to purchase, or to barter food or merchandise, or to require someone to negotiate, establish, or pay a fee before providing food or merchandise, even if characterized as a donation.

Section 2.4: Permit Application

1. No person shall engage in, conduct, or carry on the business of vending on a sidewalk without a permit issued under the provisions of this article.

2. Every person, prior to engaging in, conducting, or carrying on the business of vending on a sidewalk, shall file an application for a permit with the Turlock Police Department, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Turlock Police Department and shall contain, at a minimum, the following:

    a. The legal name, current mailing address and telephone number of the applicant;

    b. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;

    c. A copy of a California's driver's license or identification number, an individual taxpayer identification number, or a social security number. The number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order;

    d. A description of the food and/or merchandise for vending;

    e. A description, map, or drawing of the areas in which the Sidewalk Vendor proposes to operate;

    f. The dimensions of the vending cart;

    g. The hours per day and the days per week during which the Sidewalk Vendor proposes to operate, and whether the Sidewalk Vendor intends to operate as a stationary Sidewalk Vendor or a roaming Sidewalk Vendor;

    h. A business license pursuant to Turlock Municipal Code Section 3-1.

i. A current valid California seller's permit number pursuant to Section 6067 of the California Revenue and Taxation Code;

j. Proof of a policy or policies of comprehensive general liability insurance with minimum limits of one million dollars ($1,000,000) per occurrence, combined single limit coverage and two million dollars ($2,000,000) in the aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the permittee, with an endorsement naming the city as an additional insured. In addition, the permittee is required to carry workers' compensation and automobile coverage sufficient to meet requirements of the State of California;

k. If a vendor of food, the Sidewalk Vendor must show proof of a California Food Handler Card and a Stanislaus County itinerant vendor permit;

l. An agreement by the applicant to indemnify and hold harmless the City, its officers and employees, for any damage or injury caused to the City as a result of the sidewalk vending conduct or activity;

m. Certification by the applicant, under penalty of perjury, that the information contained in the application is true to his or her knowledge and belief; and

n. Any other reasonable information regarding the time, place, and manner of the proposed sidewalk vending activities.

3. Applications for permits shall be filed a minimum of thirty (30) days prior to the date requested for issuance of the permit. Renewal permit applications shall be filed a minimum of thirty (30) days prior to the expiration of any existing permit.

Section 2.5: Criteria for Issuance or Denial of Permit:

1. Turlock Police Department shall approve the issuance of a permit unless it is determined that:

a. The applicant has been convicted of a felony or misdemeanor involving moral turpitude, and has not subsequently demonstrated rehabilitate characteristics;

b. The applicant has made a material misrepresentation in the application; or

c. The applicant has failed to provide a complete application, after having been notified of the requirement to produce supplemental information or documents;

Section 2.6: Permit Non-Transferable

A Sidewalk Vending Permit issued pursuant to this Chapter shall not be transferable to any other entity or person. Any change in ownership, sidewalk operation, or vending activity of an issued Sidewalk Vending Permit requires the filing of a new permit application under this Chapter.

Section 2.7: Permit Expiration:

A permit issued pursuant to this Chapter shall be effective for a period of one year from the date of issuance.

Section 2.8: Regulations

1. The City shall restrict the hours of operation of Sidewalk Vendors to comply with the restricted hours of the businesses wherein the Sidewalk Vendor is operating.

2. Sidewalk Vendors shall operate in compliance with all applicable federal, state, county, and City laws, ordinances, and regulations.

3. Sidewalk Vendors shall only conduct operations at locations approved by the Turlock Police Department pursuant to this Resolution.

4. No Sidewalk Vendor is permitted to operate within 500 feet of a public or private school during the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday.

5. Sidewalk Vendors are prohibited from operating in a city park if the city has entered into exclusive agreements for the sale of food or merchandise by one or more concessionaires for that city park.

6. Roaming sidewalk vending within any residential areas of the City is prohibited between the hours of 7:00 p.m. and 7:00 a.m. of the subsequent day.

7. A Sidewalk Vendor shall maintain a clean and trash-free 10-foot radius around his or her pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance at all times when it is located on public property. A Sidewalk Vendor shall immediately clean up any food, grease, or other fluid or item related to sidewalk vending activities which fall onto the sidewalk or other public property. When departing a location used for vending, the Sidewalk Vendor shall remove all trash and debris from the location. No trash or refuse generated by sidewalk vending activities shall be disposed of in public or private trash receptacles; Sidewalk Vendors must take the trash generated by their activities with them and dispose of it appropriately.

8. For public safety reasons, including pedestrian, vehicular, public and vendor safety, a Sidewalk Vendor shall not operate within the number of feet designated below from the nearest portion of the corresponding location:

    a. Within 500 feet from any freeway on-ramp or off-ramp.

    b. Within 10 feet of another Sidewalk Vendor.

    c. Within 100 feet of a residence.

    d. Within 50 feet of the entrance or exit from any place of business that has an operational kitchen. If a business containing an operational kitchen is closed,

this restriction shall not apply. This restriction shall only apply to businesses located on the same side of the street the Sidewalk Vendor is operating on to ensure food safety.

e. Sidewalk Vendors are prohibited from operating within 15 feet of fire hydrants, bus bench, transit shelter, crosswalk, or driveway.

9. For public safety reasons, including pedestrian, public, and vendor safety, a Sidewalk Vendor shall not operate in such a manner that the vendor, the vendor's cart, the vendor's display, the vendor's goods, or any combination thereof:

    a. impedes public use of the sidewalk or right-of-way as required by the Americans with Disabilities Act; or

    b. impedes access to or the use of abutting property, including, but not limited to, residences and places of business; or

    c. impedes emergency access for the Police, Fire Department, or medical personnel to any abutting property; or

    d. is located within 18 inches from the edge of the curb face.

10. In the event of a traffic accident, medical emergency, gas leak, natural disaster, fire, on-site construction or related work on a capital improvement project, or an emergency situation, the City may temporarily require Sidewalk Vendors to relocate to another location if doing so is necessary to protect the public' s health and safety.

11. Sidewalk Vendors shall not vend to customers in vehicles.

12. The sale of alcohol, marijuana, adult-oriented material, tobacco products, electronic cigarettes or products that contain nicotine, or any product used to smoke/vape nicotine or marijuana, is prohibited.

13. Vendors shall be present at all times while any food, drink or merchandise is on display on a sidewalk. Unattended vending is prohibited.

14. Vendors shall comply with all applicable noise ordinances, including but not limited to Turlock Municipal Code section 5-28.

15. During the Turlock Certified Farmer' s Market, Sidewalk Vendors not associated with the Farmer' s Market shall not operate within the immediate vicinity.

16. During an event classified as a swap meet, Sidewalk Vendors not associated with the swap meet shall not operate within the immediate vicinity.

17. During an event that has been issued a Temporary Special Permit, Sidewalk Vendors not associated with the Temporary Special Permit shall not operate within the immediate

vicinity.

18. Sidewalk Vendors who vend any food, beverage, or liquid products must implement the following best management practices:

    a. Posses spill kits that are comprised of paper towels, cloth towels, or sand at all times while vending;

    b. Remove all spill materials from the public right-of-way and sidewalks once the spilled material is absorbed off the ground;

    c. Capture and prevent spills leaving the area and moving into the surrounding streets from entering the storm water conveyance system, including curbs, gutters, and storm drains;

    d. Properly dispose of grease; and

    e. Ensure that any water or rinse residue used for vending activities is not disposed in the curbs, gutters, streets, drains, or on any public property.

19. Sidewalk Vendors shall ensure that all customer queuing, waiting areas, or lines do not block, hinder, or interfere with the free flow of pedestrian or vehicular traffic along, over, or across public property, and otherwise comply at all times with the location-related restrictions set forth in this Chapter relative to sidewalk vending activities.

20. Stationary Sidewalk Vendors are prohibited from operating or establishing in any residential zone of the City. This does not apply to roaming Sidewalk Vendors.

21. Vending carts shall not be left unattended by the vendor or their staff.

22. Sidewalk Vendors shall not attach or use any water lines, electrical lines, or gas lines located on public property owned by the City, or belonging to any other entity or person.

Section 2.9: Inspection and Enforcement

Representatives of the Police Department, Fire Department, Code Enforcement, Planning Department, or Finance Department shall be permitted, at any time a Sidewalk Vendor is operating in the City, to inspect a Sidewalk Vendor's operation, its required permits, and its vended food and goods for compliance with local or state laws and regulations.

Section 2.10: Violations

1. In accordance with State Law, a person found in violation of this Resolution shall be subject to the following, and except as provided in subsection (f) of this Section 2.5, these provisions shall be the exclusive penalties applicable to violations of this Resolution:

    a. Operating as a Sidewalk Vendor in violation of this chapter, other than the

failure to possess a valid sidewalk vending permit:

i. A written warning for a first violation.

ii. An administrative fine not exceeding one hundred dollars ($100) for a second violation within one year of the first violation.

iii. An administrative fine not exceeding two hundred dollars ($200) for a third violation within one year of the first violation.

iv. An administrative fine not exceeding five hundred dollars ($500) for each additional violation within one year of the first violation.

v. After the fourth violation the Sidewalk Vendor's permit will be rescinded.

b. Operating as a Sidewalk Vendor without a valid permit issued by the Turlock Police Department:

i. An administrative fine not exceeding two hundred fifty dollars ($250) for a first violation.

ii. An administrative fine not exceeding five hundred dollars ($500) for a second violation within one year of the first violation.

iii. An administrative fine not exceeding one thousand dollars ($1,000) for each additional violation within one year of the first violation.

c. Upon proof of a valid permit issued by the local authority, the administrative fines set forth in this paragraph shall be reduced to the administrative fines set forth in paragraph (1), respectively.

d. A Sidewalk Vendor may appeal an administrative fine pursuant to section 2-11 of the Turlock Municipal Code.

e. A Sidewalk Vendor who has been issued an administrative fine pursuant to this Resolution may request a determination of his or her ability to pay the administrative fine pursuant to the provisions of Government Code section 51039(f). If the Sidewalk Vendor shows proof to the satisfaction of the hearing officer(if the request is made at the time of an administrative appeal hearing), or the City Manager or his or her designee (if the request is made at any other time), that he or she meets the criteria set forth in Government Code section 68632, subsections (a) or (b), the fine amount shall be reduced to 20 percent of the original fine amount.

f. Violations of the Turlock Municipal Code not specifically subject to the limitations set forth in Section 51039 of the Government Code shall be subject to enforcement pursuant to the Turlock Municipal Code, as the same may be amended from time to time, in addition to any other applicable penalties or remedies prescribed by law at the time of the violation.

g. All such fines collected under this Section shall be deposited into the General Fund.

Section 3: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

Section 4: This Resolution shall be reviewed one calendar year from its Effective Date.

Section 5: This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of July, 2025, by the following vote:

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

ATTEST:

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

City Council Staff Report

July 28, 2026

From:	Isaac Moreno, Finance Director
Prepared by:	Isaac Moreno, Finance Director
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting Amendments to the Fiscal Year 2026-2027 Budget for Fund 450 "SRWA - Operations" Staffing Levels

2. NARRATIVE:

On June 9, 2026, the City Council was presented with the final draft of the Fiscal Year 2026-2027 Budget. During this presentation, the Finance Department stated that at a future Council meeting a budget amendment could be proposed to alter the staff levels for the Stanislaus Regional Water Authority (SRWA) operations agreement. Although this topic was discussed with the City Council, action would be required from the SRWA Board to approve this change and alter the operations agreement between the City of Turlock, the City of Ceres, and the SRWA. The proposed changes were as follows:

Administrative Support Classification Flexibility

Modifying the current Staff Services Assistant position to allow flexibility for the General Manager to fill the position as either a:

- Staff Services Assistant
- Staff Services Technician

This modification recognizes the increasing complexity of administrative, analytical, financial, procurement, and project support functions required to support SRWA operations. The change provides flexibility to recruit and retain personnel possessing the level of expertise necessary to meet organizational needs while maintaining an appropriate career development pathway.

The proposed modification does not create an additional position but instead provides management with the flexibility to utilize the classification most appropriate for the duties assigned and the operational needs of the organization.

Water Treatment Plant Operations Staffing Adjustment:

Modifying the operator staffing structure by increasing the number of Water Treatment Plant Operator, Sr. positions from five (5) to six (6) and reducing the number of Water Treatment Plant Operator I positions from two (2) to one (1). This modification does not increase the overall number of operations positions. Rather, it establishes a long-term staffing framework that allows the SRWA to transition one Water Treatment Plant Operator I position to a Water Treatment Plant Operator, Sr. position over time through normal attrition and internal staff development.

Addition of Instrumentation and Controls Technician II Position

Adding one Instrumentation and Controls Technician II position to the staffing plan. The addition of an Instrumentation and Controls Technician II position will:

- Improve preventative maintenance efforts
- Increase responsiveness to instrumentation and control system issues
- Reduce reliance on outside contractors and consultants
- Improve reliability of treatment plant automation systems
- Support future SCADA, instrumentation, and process control enhancements

This position will work closely with operations and maintenance personnel to support critical treatment plant infrastructure and ensure continuous, reliable operation of plant systems. On June 18, 2026, at the SRWA Board meeting, this request was presented by the General Manager and approved with a motion and a unanimous 3-0 vote.

To complete this process, the City of Turlock Council will need to approve a budget amendment that will alter the staffing levels in Fund 450 "SRWA - Operations". These changes will reduce organizational dependence on individual employees for critical functions and improve long-term workforce sustainability.

3. FISCAL IMPACT / BUDGET AMENDMENT:

With the increase in Sr. Operators from five to six, the dependency of temporary staff is expected to decrease. An administrative transfer in the amount of $143,815 from Fund 450 "SRWA - Operations" account 450-53-550.43314 "Contract Help - Services" to Salary and Benefits will be executed to mitigate any fiscal impact of this action. Therefore, there will be no budget amendment needed and no increase in quarterly bills from the SRWA to participating agencies.

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. ALTERNATIVES:

1. Council could elect not to alter staffing levels in Fund 450 "SRWA - Operations" and continue with the current operating levels.
2. Council could elect not to add one additional full-time employee.

6. ATTACHMENTS:

1. SRWA Fiscal Year 2026-27 Budget Amendment Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING AMENDMENTS TO THE FISCAL YEAR 2026-2027 BUDGET FOR FUND 450 "SRWA – OPERATIONS" STAFFING LEVELS	**RESOLUTION NO. 2026-XXX**

WHEREAS, annually the City Council adopts a budget for the General Fund and Non-General Funds to cover the projected revenues and expenses for the fiscal year; and

WHEREAS, on June 9, 2026 the City Council adopted a budget plan to serve as a living document to be formally reviewed on a regular basis in order to assess revenues, expenditures, and staffing levels to determine whether any adjustments should be incorporated as amendments to the adopted budget; and

WHEREAS, on June 18, 2026, at the SRWA Board meeting, a request was presented by the General Manager to alter staffing levels within the operations agreement. This was approved with a motion and a unanimous 3-0 vote.

WHEREAS, staff proposed the following update to the Full-time Employee adopted schedule:

Division / Fund	Budget 26-27 Adopted	Budget 26-27 Amendment
Fund 450 Stanislaus Regional Water Authority (SRWA Operations)		
Water Treatment Plant Manager	1	1
Municipal Services Director/SRWA Gen Mgr	0.05	0.05
Finance Director	0.05	0.05
Water Treatment Plant Supervisor	1	1
Staff Services Assistant	1	0
Staff Services Technician	0	1
Water Treatment Plant Operator, Sr.	5	6
Water Treatment Plant Operator II	2	2
Water Treatment Plant Operator I	2	1
Instrument & Control Tech, Sr.	1	1
Instrument & Control Tech, II	0	1
Maintenance Tech, Sr.	1	1
Maintenance Tech II	1	1
TOTAL	15.1	16.1

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt amendments to the Fiscal Year 2026-2027 Budget for Fund 450 "SRWA – Operations" staffing levels.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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