REGULAR MEETING
OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, June 17, 2015
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: **Mayor Robert L. Poythress**
Mayor Pro Tem William Oliver
Council Member Charles F. Rigby
Council Member Sally J. Bomprezzi
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.

INVOCATION: Pastor Randy Brannon, Grace Community Church

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

PRESENTATIONS

1. Recognition of Rotary for the Pavilion Rehab
2. CMAQ Check Presentation for New Street Sweeper
3. Air District Grant Awards

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – There are no minutes for consideration.

B-2 Information Only – Warrant Disbursement Report 5/22/15-6/4/15

B-3 Consideration of a Resolution Approving an Agreement with Madera County to Provide Dial-A-Ride Transit Services to County Residents for Fiscal Year 2015-16 and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Daniel Abdella)

B-4 Consideration of a Resolution of the City Council of the City of Madera, Authorizing City Designee(s) to Make Application for and to Sign Appropriate Documentation for Federal Transit Administration (FTA) Programs, Projects, and Grants (Report by Daniel Abdella)

B-5 Consideration of a Resolution Recognizing the San Joaquin River Valley as a Travel and Tourism Destination to Promote Economic Development Opportunities for the City of Madera and the San Joaquin River Valley Region (Report by Sonia Alvarez)

B-6 Consideration of a Resolution Approving an Agreement with Bedrock Engineering for Professional Surveying and Engineering Services to the City of Madera for the Olive Avenue Widening, Gateway Drive to Knox Street Project (Report by Keith Helmuth)

B-7 Consideration of a Resolution Consenting to the Inclusion of Properties within the City's Jurisdiction in the California HERO Program to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving an Amendment to a Certain Joint Powers Agreement Related Thereto (Report by Daniel Abdella)

B-8 Consideration of a Resolution Approving an Agreement with Central Cal Communications for Products and Services to re-cable Madera City Hall and Engineering Building Data Infrastructure and Authorizing the Mayor to Execute the Agreement (Report by Ted Uyesaka)

B-9 Consideration of a Resolution Approving an Agreement with Info-Tech Research Group Inc. for Research and/or Consulting Services to Assist the City of Madera Information Services Department with Project and Product Research, Creation of Policies and Procedures, and other Various Technology Consulting Services and Authorizing the Mayor to Execute the Agreement (Report by Ted Uyesaka)

B-10 Consideration of a Resolution Setting the Monthly Health Benefit Allowance for the City Council of the City of Madera (Report by Wendy Silva)

B-11 Consideration of a Resolution Approving Amendments Regarding Health Benefits to Employment Agreements with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency, Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources (Report by Wendy Silva)

B-12 Consideration of a Resolution Approving the Award of Contract for the Gateway Drive-Cleveland Avenue Section 130 Intersection Improvements Federal Project No. STPLR-7500 (208) City Project No. ST 14-09 in the Amount of $143,900.50 to A-C Electric Company, Authorizing Construction Contingencies of Up to 20% and Construction Inspection and Management of Up to 15%, and Authorizing the Mayor to Execute the Contract (Report by Keith Helmuth)

B-13 Consideration of a Resolution Approving Amendment No. 1 to Service Contract No. 75LX232 between the State of California Department of Transportation and The City of Madera Under the Section 130 Grade Crossing Improvement Program for Improvements to the Cleveland Avenue Crossing and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)

B-14 Consideration of a Resolution Approving an Agreement with Krazan & Associates, Inc. for Professional On-Demand Services for Quality Assurance and Materials Testing Services for Highway Safety Improvement Program (HSIP) at Various Locations Federal Project No. HISPL 5157 (084) / City Project No. TS-18 (Report by Keith Helmuth)

B-15 Consideration of a Resolution Approving an Agreement with Kleinfelder West, Inc. for Professional On-Demand Services for Quality Assurance and Materials Testing Services for Gateway Drive – Cleveland Avenue Section 130 Intersection Improvements Federal Project No. STPLR-7500 (208) City Project No. ST 14-09 (Report by Keith Helmuth)

B-16 Consideration of a Resolution Approving an Agreement with Moore Twining Associates, Inc. for Professional On-Demand Services for Quality Assurance and Materials Testing Services for Laurel Street Bike Path Sunset Avenue to Fresno River Trail Federal Project No. CML 5157 (097) SJVAPCD Project No. C-28159-A City Project No. PK-12 (Report by Keith Helmuth)

B-17 Consideration of a Resolution Approving Request for Outside of City Water Service for Property Located at 27337 Ellis Street (Report by Keith Helmuth)

B-18 Consideration of a Resolution Authorizing the City Administrator or Other Authorized Representative to: Execute all Implicated Documentation for Pre-Application and Application to the Federal Aviation Administration (FAA) for Airport Improvement Program (AIP) Grants for Federal Fiscal Years 2016 and 2017 for the Madera Municipal Airport (MAE) as Shown in the City's Capital Improvement Plan; Accept FAA AIP Grant(s) for FY 2016 and FY 2017 Projects at the Airport Including All Subsequent Amendments Thereto Offered by the FAA; and Apply for and Accept Grants and All Subsequent Amendments Thereto Offered by the California Department of Transportation Aeronautics Division for Matching Funds for FY 2016 and 2017 FAA-Approved Projects at the Madera Municipal Airport (Report by Dave Randall)

B-19 Consideration of a Resolution of the City Council of the City of Madera, California, Ratifying and Approving a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2014 to June 30, 2016 for Fire Service Operations, and Authorizes the Mayor to Sign the Agreement on behalf of the City of Madera (Report by Jim Forga)

B-20 Consideration of a Minute Order Acceptance of the Installation of Water Meter in Private Residential Subdivisions City Project No. W 14-01 (Report by Keith Helmuth)

B-21 Consideration of a Resolution Approving a Special Services Agreement with Sonia Hall of Granted Solutions for Consulting Services Related to Grant Administration for the City of Madera (Report by Tim Przybyla)

B-22 Consideration of a Resolution Approving an Administrative Policy Regarding Compliance with Continuing Disclosure Requirements (Report by Brent Richardson)

B-23 Consideration of a Resolution Approving a Special Services Agreement with Urban Futures Inc. for Continuing Disclosure Services Related to City of Madera Bonds (Report by Tim Przybyla)

B-24 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Law Enforcement Mid Management Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

B-25 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Police Officers' Association Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

B-26 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid Management Employee Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

B-27 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

B-28 Consideration of a Resolution Accepting a Grant Award from the San Joaquin Valley Air Pollution Control District Public Benefit Program Alt-Fuel Component and Authorizing the City Administrator, or designee, to Execute All Required Grant Documents (Report by Daniel Abdella)

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENT

C-1 Update on the Status of Water Conservation Efforts, Review of Current Drought Restriction Levels, Consideration of a Resolution Amending the Drought Restriction Level, and Direction to Staff Regarding Education and Enforcement Activities (Report by Dave Randall)

C-2 Public Hearing to Consider a Resolution Adopting the Article XIIIB Appropriations Limit for Fiscal Year 2015-2016 (Report by Tim Przybyla)

D. WRITTEN COMMUNICATIONS

D-1 Request from Madera County Transportation Commission for Member Assessment Fee (Troy McNeil, MCTC)

D-2 Presentation by Dr. John Fitzer on the State Center Community College

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case.

G-3 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: David Tooley and Wendy Silva

Employee Organizations: General Bargaining Unit
Mid Management Group
Madera Police Officers' Association
Law Enforcement Mid Management Group
Management Employees

G-4 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting July 1, 2015

Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.

Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for June 17, 2015, near the front entrances of City Hall at 3:00 p.m. on June 12, 2015.

Sonia Alvarez

Sonia Alvarez, City Clerk

Return to Agenda

Agenda: June 17, 2015

Item: B-1

There are no Minutes for consideration.

City of Madera

Return to Agenda

Council Meeting Of June 17, 2015
Agenda Item No. B-2

Memorandum To: The Honorable Mayor,
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 6/17/15

Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

May 22, 2015 to June 4, 2015

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

General Warrant:	199682-199861	$	2,215,696.29
Wire Transfer	Union Bank Payroll and Taxes	$	518,212.62
Wire Transfer	SDI	$	1,550.32
Wire Transfer	Cal Pers	$	312,695.39

Respectfully submitted,

Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
June 17, 2015

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
199682	5/28/2015	AT&T	04/15 SVS 5596733707774	135.72
199683	5/28/2015	AECOM	WATER WELL ANALYSIS	830.67
199684	5/28/2015	BSK ASSOCIATES	PERMIT COMPLIANCE	633.00
199685	5/28/2015	CDW GOVERNMENT, INC	BACKUP TAPES FOR PD	2,553.07
199686	5/28/2015	CALIFORNIA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	770.00
199687	5/28/2015	CEDAR VETERINARY HOSPITAL, INC	EXAMS	394.82
199688	5/28/2015	CANON FINANCIAL SERVICES	CONTRACT COPIERS	6,512.45
199689	5/28/2015	CENTRAL VALLEY PRESORT	WINDOW ENVELOPES	783.00
199690	5/28/2015	COMCAST	PD CABLE TV 05/14- 06/13/15	216.95
199691	5/28/2015	COMCAST	CITY INTERNET CONNECTION 05/15- 06/14/15	1,520.00
199692	5/28/2015	COMPUCOM SYSTEMS INC	MICROSOFT SERVER LICENSES	6,491.43
199693	5/28/2015	CEDERQUIST, BRENT	PER DIEM SART SUMMIT IV	248.50
199694	5/28/2015	CORELOGIC INFORMATION SOLUTIONS INC	METROSCAN 04/15	150.00
199695	5/28/2015	DEPARTMENT OF FORESTRY AND FIRE	3RD QTR ACTUAL FY 14/15	785,378.57
199696	5/28/2015	HALE CLIFFORD	Utility Billing Deposit Refund	21.74
199697	5/28/2015	SWAFFORD KASEY	Utility Billing Credit Refund	146.19
199698	5/28/2015	PENA JONATHAN OMAR	Utility Billing Credit Refund	104.95
199699	5/28/2015	LONDON PROPERTIES C/O THE ZUBER TEAM	Utility Billing Deposit Refund	26.95
199700	5/28/2015	TGP INVESTMENTS LLC C/O ANNA CASTANON	Utility Billing Credit Refund	96.13
199701	5/28/2015	MEDEINOS JARED	Utility Billing Credit Refund	71.27
199702	5/28/2015	BERRY CONSTRUCTION	Utility Billing Deposit Refund	4.96
199703	5/28/2015	MENDOZA OSVALDO MOTA	Utility Billing Deposit Refund	10.89
199704	5/28/2015	BOYLE DAVID OR CITY OF MADERA	Utility Billing Credit Refund	150.33
199705	5/28/2015	FERNANDEZ LEANDRA JENAL	Utility Billing Credit Refund	93.18
199706	5/28/2015	OLTHOFF IAN	Utility Billing Credit Refund	175.90
199707	5/28/2015	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPH EXAMS	450.00
199708	5/28/2015	EWING IRRIGATION PRODUCTS	IRRIGATION SUPPLIES	601.62
199709	5/28/2015	FORENSIC NURSE SPECIALISTS, INC.	ASSAULT EXAMINATION	500.00
199710	5/28/2015	GEIL ENTERPRISES, INC.	MAY 2015 JANITORIAL SVS	7,753.73
199711	5/28/2015	INSIGHT PUBLIC SECTOR	NETWORK SWITCHES	2,823.12
199712	5/28/2015	JSL CONSTRUCTION INC.	PMT #10 27322 PERKINS AVE	1,944.00
199713	5/28/2015	JOHN DEERE LANDSCAPES, LLC	TURFACE	242.86
199714	5/28/2015	KRAZAN & ASSOCIATES INC	ST14-05 PROGRESS PMT #5	660.00
199715	5/28/2015	KROEKER, INC.	WWTP MAINTENANCE	745.00
199716	5/28/2015	MADERA ANIMAL HOSPITAL	OFFICE VISITS	58.00
199717	5/28/2015	CITY OF MADERA	PAN AM MAY UTILITIES 703 SHERWOOD WAY	126.11
199718	5/28/2015	CITY OF MADERA	MADERA SUB-BASIN GSA FORMATION COMMITTEE	3,000.00
199719	5/28/2015	MADERA COUNTY TAX COLLECTOR	NSP3 PROPERTY TAX 27322 PERKINS RD	43.62
199720	5/28/2015	MADERA HONDA SUZUKI	MOWER FOR LMDS	2,373.84
199721	5/28/2015	MADERA IRRIGATION DISTRICT	NSP3 INSTALLMNT CHARGE 27322 PERKINS RD	46.77
199722	5/28/2015	MADERA PRIVATE SECURITY PATROL	SECURITY SVS	159.50
199723	5/28/2015	MADERA SMALL ENGINE	HEDGE TRIMMERS FOR LMDS	1,220.38
199724	5/28/2015	METRO UNIFORM	UNIFORM	783.00
199725	5/28/2015	MIDSTATE AUTOMOTIVE EQUIPMENT	LIFT INSPECTION	815.00
199726	5/28/2015	P G AND E	05/15 SVS 1619119913-8	110.79
199727	5/28/2015	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	376.04
199728	5/28/2015	TAPIA, ALMA	PARK DEPOSIT REFUND	50.00
199729	5/28/2015	SANTANA, SARA	PARK DEPOSIT REFUND	50.00
199730	5/28/2015	DOMINGUEZ-SALINAS, LUZ	PARK DEPOSIT REFUND	100.00
199731	5/28/2015	ZARATE, RUBY	PARK DEPOSIT REFUND	50.00
199732	5/28/2015	RAMIREZ, ESTELA	PARK DEPOSIT REFUND	50.00
199733	5/28/2015	MACIEL, JUAN	PARK DEPOSIT REFUND	50.00
199734	5/28/2015	HERNANDEZ, BEATREZ	PARK DEPOSIT REFUND	50.00
199735	5/28/2015	MENDOZA, EDUARDO	FACILITY DEPOSIT REFUND	250.00
199736	5/28/2015	CLEARVIEW OUTREACH	PARK DEPOSIT REFUND	50.00
199737	5/28/2015	VEGA, GUADALUPE	PARK DEPOSIT REFUND	50.00
199738	5/28/2015	HERRERA, NOE	PARK DEPOSIT REFUND	50.00
199739	5/28/2015	BENITEZ, BLANCA	FACILITY CANCELLATION REFUND	905.00
199740	5/28/2015	MARTINEZ, ANDREA	PAVILION CANCELLATION REFUND	50.00
199741	5/28/2015	NAVARETTE, JUANITA	PARKS REFUND	50.00

199742	5/28/2015 MCKUIN PIPELINE, INC	DEPOSIT REFUND ON TERMED ACCOUNT	1,519.90
199743	5/28/2015 ALL STAGE CONSTRUCTION	DEPOSIT REFUND ON TERMED ACCOUNT	1,410.99
199744	5/28/2015 PROVOST & PRITCHARD CONSULTING GROUP	PERMIT COMPLIANCE MONITORING	583.00
199745	5/28/2015 QUINN COMPANY	SCRAPER REPAIRS	11,790.70
199746	5/28/2015 RANEY PLANNING & MANAGEMENT, INC.	REIMB HOME LONG-TERM MONITORING	1,880.00
199747	5/28/2015 RON'S TOWING & ROAD SERVICE	TOWING SVS	225.00
199748	5/28/2015 SOUTHERN COMPUTER WAREHOUSE, INC.	NETWORK SWITCH EXPANSION CARDS	25,566.12
199749	5/28/2015 STANTEC CONSULTING SERVICES INC.	WWTP MAINTENANCE PLAN	2,130.00
199750	5/28/2015 TANKOLIGHTING	LED RATED PHOTOCELLS	20,142.00
199751	5/28/2015 TESEI PETROLEUM, INC.	FUEL	501.51
199752	5/28/2015 TESEI PETROLEUM INC.	FUEL CHARGES 05/11/15- 05/20/15	27,263.12
199753	5/28/2015 VILLA GARDENING SERVICE INC	CLEAN UP SERVICE	1,895.00
199754	5/28/2015 VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 05/22/15 PR	18,741.00
199755	5/28/2015 WEST COAST ARBORISTS, INC.	PARK TREE MAINTENANCE	5,940.00
199756	5/28/2015 WILBUR-ELLIS COMPANY	2 CUTLESS .33G BAGS	313.80
199757	5/28/2015 WILDLIFE CONTROL TECHNOLOGY, INC.	MONTHLY RODENT CONTROL SVS	1,035.00
199758	6/4/2015 BUSHEY, SHAWN	REPLACEMENT OF WATCH FOR OFFICER	40.17
199759	6/4/2015 PEREZ, MARIA LUZ	REFUND OVERPAYMENT ON CODE	1,722.23
199760	6/4/2015 ARMENTROUT, JIMMIE	CLOSED UB ACCT-511 W YOSEMITE AVE	179.36
199761	6/4/2015 ARMENTROUT, JIMMIE	CLOSED UB ACCT-1812 JENNINGS RD	77.16
199762	6/4/2015 VALADEZ KATELYN S AND OMAR	Utility Billing Credit Refund	206.30
199763	6/4/2015 PEREZ GARCIA, FRANCISCO	CLOSED UB ACCT-824 JAMES WAY	61.67
199764	6/4/2015 MRO INVESTMENTS, INC.	CLOSED UB ACCT-2727 KIMBERLY DR	19.40
199765	6/4/2015 CASTRO, CHRISTINA	DEPOSIT REFUND-ROTARY PAVILION	50.00
199766	6/4/2015 BALTAZAR EDWARD J	Utility Billing Credit Refund	89.00
199767	6/4/2015 ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE ACCT 06/05/15 PR	766.20
199768	6/4/2015 ARAMARK UNIFORM SERVICES	04/15 UNIFORM SERVICES	2,548.85
199769	6/4/2015 AVISON CONSTRUCTION, INC	PROJECT ST 14-05 PROGRESS PMT #5	332,293.55
199770	6/4/2015 BSK ASSOCIATES	PERMIT COMPLIANCE MONITORING	1,572.50
199771	6/4/2015 D&R DOOR SERVICE INC.	DOOR REPAIR	150.00
199772	6/4/2015 BLAIR CHURCH & FLYNN	ENGINEERING SVS	720.00
199773	6/4/2015 BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD JUNE 2015	194,162.76
199774	6/4/2015 CDW GOVERNMENT, INC	UPS ADD-ON BATTERY FOR NETWORK ROOM	4,554.58
199775	6/4/2015 CALIFORNIA DEPT OF FISH AND WILDLIFE	BASE FEE FOR NOTIFICATION OF ALTERATION	1,474.25
199776	6/4/2015 CAPITAL ONE BANK	BOA LEASE #70684, LOAN #100360224	79,941.12
199777	6/4/2015 CHICK, CHARLES	MILEAGE REIMBURSEMENT FOR CALL OUT	20.13
199778	6/4/2015 COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 06/05/2015 PAYROLL	1,090.99
199779	6/4/2015 CONCENTRA MEDICAL CENTERS	DOT TESTING	61.50
199780	6/4/2015 CEDERQUIST, BRENT	PER DIEM PC FORENSICS/ADV COMP FORENSICS	671.00
199781	6/4/2015 COSTTREE, LLC	ANNUAL PAYMENT FOR SOFTWARE	2,499.00
199782	6/4/2015 DAWSON-MAULDIN CONSTRUCTION, INC	PROJECT ST 11-04 PROGRESS PMT #1	42,628.40
199783	6/4/2015 DIAMOND COMMUNICATIONS	SEWER LIFT STATION ALARM MONITOR	115.00
199784	6/4/2015 DOWNTOWN FORD SALES	2015 FORD F250 PICKUP	21,449.11
199785	6/4/2015 CRUZ GABRIEL	Utility Billing Deposit Refund	18.28
199786	6/4/2015 CHUKCHANSI INDIAN HOUSING AUTHORITY ATTN: FINANCE D	Utility Billing Credit Refund	211.97
199787	6/4/2015 DAVENPORT NATHAN K AND ELIZABETH OR CITY OF MADERA	Utility Billing Credit Refund	262.32
199788	6/4/2015 VALLEY VANGAURD	Utility Billing Deposit Refund	113.13
199789	6/4/2015 MARTINEZ JAUREGUI AMELIA E	Utility Billing Credit Refund	225.14
199790	6/4/2015 SINONIAN STANLEY M OR CITY OF MADERA	Utility Billing Credit Refund	234.37
199791	6/4/2015 GARCIA FRANCINE	Utility Billing Deposit Refund	3.61
199792	6/4/2015 GOMEZ AGUTIN JAIME	Utility Billing Credit Refund	207.95
199793	6/4/2015 KOBZEFF DASHA J	Utility Billing Credit Refund	78.81
199794	6/4/2015 FIGUEROA ROSA M	Utility Billing Credit Refund	61.88
199795	6/4/2015 NELSON PATRICIA M	Utility Billing Credit Refund	150.00
199796	6/4/2015 LUCERO NICHOLE	Utility Billing Credit Refund	140.21
199797	6/4/2015 VALENTIN ESTELA	Utility Billing Credit Refund	71.30
199798	6/4/2015 SWANGIN DENISE	Utility Billing Credit Refund	160.30
199799	6/4/2015 CORREA MARY	Utility Billing Credit Refund	128.76
199800	6/4/2015 GUILLEN ELIZABETH	Utility Billing Deposit Refund	9.06
199801	6/4/2015 DMP DEVELOPMENT	Utility Billing Deposit Refund	2.07
199802	6/4/2015 ARMENTROUT BENITA	Utility Billing Credit Refund	0.80
199803	6/4/2015 MARA YAHAIRA IBARRA MADRIGAL	Utility Billing Credit Refund	149.87
199804	6/4/2015 ZARCO LIZETH	Utility Billing Credit Refund	122.75
199805	6/4/2015 MOLINA OMAR AND JESSICA OR CITY OF MADERA	Utility Billing Credit Refund	150.46
199806	6/4/2015 ALVARADO PATRICIA A	Utility Billing Credit Refund	70.25

199807	6/4/2015 MENDOZA FERNANDO	Utility Billing Credit Refund	32.23
199808	6/4/2015 LOPEZ RAMIREZ CRISTINA	Utility Billing Credit Refund	150.37
199809	6/4/2015 GARCIA GUDELIA ESPANA OR CITY OF MADERA	Utility Billing Credit Refund	150.35
199810	6/4/2015 ZINC FINANCIAL INC	Utility Billing Deposit Refund	13.35
199811	6/4/2015 CEBALLOS JESSE	Utility Billing Credit Refund	84.10
199812	6/4/2015 CHAVIRA DEBORAH OR CITY OF MADERA	Utility Billing Credit Refund	210.18
199813	6/4/2015 RANGEL JOSE	Utility Billing Credit Refund	150.03
199814	6/4/2015 ELECTRIC MOTOR SHOP, INC.	ELECTRIC MOTOR REBUILD	1,747.28
199815	6/4/2015 ESPINOZA SEWER SERVICE	TOILET RENTAL	160.00
199816	6/4/2015 FIRE SAFETY SOLUTIONS, LLC	FIRE ENG PROTECTION SVS 05/16- 05/31/15	8,831.25
199817	6/4/2015 FRESNO MADERA AREA AGENCY ON AGING	04/15 UNSERVED MEALS	86.20
199818	6/4/2015 FRESNO REPROGRAPHICS	LAUREL BIKE TRAIL PLANS/SPECS	2,155.89
199819	6/4/2015 GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	62.66
199820	6/4/2015 HACH COMPANY	NITRATE ANALIZER WELL #27	16,833.91
199821	6/4/2015 HERTZ EQUIPMENT RENTAL	JACKHAMMER RENTAL	2,119.00
199822	6/4/2015 HOLLEY, DONALD	PER DIEM LOCC EXECUTIVE FORUM/LEADERSHIP	274.16
199823	6/4/2015 JSL CONSTRUCTION INC.	ROOF 27322 PERKINS	5,425.00
199824	6/4/2015 KAISER FOUNDATION HEALTH PLAN	CITY MEDICAL KAISER JUNE 2015	112,896.02
199825	6/4/2015 LEAGUE OF CALIF. CITIES	LOCC DIVISION MEETING- ROBINSON	25.00
199826	6/4/2015 LINCOLN FINANCIAL	MAY 2015 LIFE & LTD INSURANCE	10,609.43
199827	6/4/2015 MADERA CLEANERS & LAUNDRY	YOUTH CENTER MAY SERVICE	32.30
199828	6/4/2015 MADERA COUNTY TRANSPORTATION COMMISSION	FY 2014/15 MEMBER ASSESSMENT FEE	7,893.00
199829	6/4/2015 MADERA TRACTOR & IMPLEMENT CO, INC.	MOWER	14,958.00
199830	6/4/2015 MADERA TRIBUNE	UTILITY BILLING ORDINANCES	347.40
199831	6/4/2015 MADERA TRIBUNE	FOG SSMP AD	480.00
199832	6/4/2015 MALLORY CO	FIRE SERVICING/PARTS	1,439.24
199833	6/4/2015 MNJ TECHNOLOGIES DIRECT, INC.	VIRUS PROTECTION SOFTWARE	8,382.20
199834	6/4/2015 WILLDAN FINANCIAL SERVICES	ANNUAL DISTRICT ADMIN SVS JUNE 2015	791.80
199835	6/4/2015 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 06/05/2015 PAYROLL	5,583.87
199836	6/4/2015 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 06/05/2015 PAYROLL	1,832.08
199837	6/4/2015 PREMIER ACCESS INSURANCE COMPANY	CITY PAID DENTAL BILL JUNE 2015	16,203.40
199838	6/4/2015 PECK'S PRINTERY	BLANK BUILDING PERMITS	454.68
199839	6/4/2015 BENCHMARK	REFUND OF FEES PERMIT #20150568	1,144.92
199840	6/4/2015 MOLINA, HUMBERTO	PER DIEM AWWA ANNUAL CONFERENCE	632.30
199841	6/4/2015 PIERCE CONSTRUCTION	ASPHALT PATCHING	43,099.49
199842	6/4/2015 PIERCE CONSTRUCTION	ASPHALT PATCHING	1,015.35
199843	6/4/2015 PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	448.80
199844	6/4/2015 QUAD-KNOPF ENGINEERING	LOVE'S EIR 03/29- 04/25/15	36,607.15
199845	6/4/2015 REAL PROPERTY ANALYSTS	PROPERTY APPRAISAL FOR FUTURE PARK SITE	2,450.00
199846	6/4/2015 REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE MEDICAL CHUMLEY 06/15	288.70
199847	6/4/2015 ROBINSON, DEREK	PER DIEM LOCC EXECUTIVE FORUM	274.16
199848	6/4/2015 SJVAPCD	PROJECT C1150026 WELL FEES FOR MOTOR	1,437.70
199849	6/4/2015 SPARKLETTS	LAB & DRINKING WATER	104.88
199850	6/4/2015 TALLEY OIL, INC.	MAGNESIUM CHLORIDE APPLICATION	5,167.76
199851	6/4/2015 TESEI PETROLEUM, INC.	FUEL	453.44
199852	6/4/2015 THYSSENKRUPP ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE AT YOUTH CENTER	234.36
199853	6/4/2015 TUCKNESS, MATTHEW	MOTOR BOOTS RE-SOLING	85.00
199854	6/4/2015 UC MERCED	LUNCHEON TICKETS THE REGENTS OF THE UC	70.00
199855	6/4/2015 UNITED RENTALS, INC	INF PUMP STATION BACKUP PUMPS	5,207.33
199856	6/4/2015 UNITED MUNICIPAL SECURITY	CD CHARGES	374.52
199857	6/4/2015 VILLA GARDENING SERVICE INC	MAY GARDENING SVS 27152 SAN JOSE	300.00
199858	6/4/2015 VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 06/05/15 PR	18,838.00
199859	6/4/2015 WESTAMERICA BANK	YOUTH CENTER LEASE NOTE #526-01049	194,256.86
199860	6/4/2015 WONDRIES FLEET GROUP	FORD F350	35,457.48
199861	6/4/2015 WOOD WILEY & JEBIAN	PUMP HOIST MAINTENANCE	500.00
		Bank # 1 - Union Bank General Account Total	2,215,696.29

Return to Agenda

REPORT TO CITY COUNCIL

Approved by: _____
Department Director

_____
City Administrator

Council Meeting of: June 17, 2015
Agenda Item: B-3

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH MADERA COUNTY TO PROVIDE DIAL-A-RIDE TRANSIT SERVICES TO COUNTY RESIDENTS FOR FISCAL YEAR 2015-16 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends that Council adopt a resolution approving an agreement with Madera County for operation of the Dial-A-Ride transit system in the County area and authorizing the Mayor to execute the Agreement on behalf of the City.

DISCUSSION

The City has operated a demand-response, curb-to-curb, general public Dial-A-Ride (DAR) system in conjunction with the County of Madera for a number of years. The proposed agreement for FY 15-16 includes a map to illustrate the area of DAR service in our region. (*see Exhibit A: Madera County Contract No._ (City of Madera Dial-A-Ride Agreement with County of Madera- Attachment A*)) The County's share of costs is based on passenger miles in the County area relative to total Dial-A-Ride passenger miles. Historically, this share has been 64.1%, which is the factor used in the "Compensation Formula" of the proposed agreement. (*see Exhibit A: Madera County Contract No._ (City of Madera Dial-A-Ride Agreement with County of Madera- Attachment C*)) Given that our residents have come to rely on the service to reach destinations throughout the current area and the County has agreed to compensate the City for travel within its boundaries; Staff urges Council to adopt the attached resolution which will continue existing DAR services in the county and authorizes the Mayor to execute the agreement for FY 15-16.

FISCAL IMPACT:

This agreement does not impact the City's General Fund as all transit activities occur in their respective funds, which solely rely on a combination of grants and local transportation revenues. The estimated cost to the County is $490,365 and will be reflected as revenue in the City's DAR budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Adoption of the resolution approving the FY 15-16 Dial-A-Ride Agreement between the City and County is consistent with Strategy 121 of the City of Madera Vision 2025 Plan:

Multi-Modal Transportation: Strategy 121 – Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

RESOLUTION No. 2015-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE ONE YEAR FY2015-16 AGREEMENT WITH THE COUNTY OF MADERA FOR DIAL-A-RIDE SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera (City) provides Dial-A-Ride transit services for City residents; and

WHEREAS, the County of Madera (County) wishes to contract with the City to provide Dial-A-Ride services to County residents within the designated Dial-A-Ride County service area; and

WHEREAS, the City and County have agreed to share the cost to provide transit services based on County passenger miles in relationship to total passenger miles.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds orders and resolves as follows:

1. The above recitals are true and correct.

2. The City-County DAR Agreement, a copy of which is on file with the City Clerk and referred to for particulars, is hereby approved.

3. The Mayor is authorized to execute the Agreement on behalf of the City.

4. This resolution is effective immediately upon adoption.

****

EXHIBIT A

CITY OF MADERA DIAL-A-RIDE

FY 15-16 MADERA COUNTY CONTRACT

MADERA COUNTY CONTRACT NO. _____
(City of Madera Dial-A-Ride Agreement with County of Madera)

This Agreement is made and entered into this _____ day of _____, 2015, by and between the CITY OF MADERA, a municipal corporation, hereinafter "CITY," and the COUNTY OF MADERA, hereinafter "COUNTY."

AGREEMENT

1. **PURPOSE.** CITY agrees to provide Dial-A-Ride (DAR Program) transportation services by contracting with a transportation operator, hereinafter referred to as "CONTRACTOR" within a specified area of Madera County and generally adjacent to the CITY limits.

2. **SERVICE AREA**. The service area, as shown in Attachment A, is generally bounded by Avenue 12 and Road 30 ½ on the South/East, and Avenue 19 and Road 23 on the North/West. The service area may be adjusted upon request by COUNTY. Such an adjustment of service may require an increase of COUNTY's financial obligation as referenced in Section 5 and 6 below.

3. **SERVICES PROVIDED**. CITY will contract, manage, monitor, and provide necessary financial services regarding the implementation of the DAR Program. The scope and conditions of operation of the DAR Program are set forth in the contract between the CITY and CONTRACTOR, as shown in Attachment B, which is incorporated as a part of this Agreement. All provisions of service schedules and assurances provided to the CITY in the above referenced Attachment B are extended to the COUNTY in the above-referenced Service Area. Further, all federal and State policies, procedures, certifications and assurances required of CITY are extended to COUNTY in providing services in the referenced Service Area.

4. **CONTRACT TERM.** This Agreement will be for a one (1) year period, July 1, 2015 through June 30, 2016.

5. **FINANCIAL OBLIGATION**. Compensation to CITY for service to COUNTY residents shall be based on a compensation formula, as reflected in Attachment C, attached hereto. COUNTY shall reimburse CITY up to a total of four-hundred ninety-thousand three-hundred sixty-five dollars ($490,365) less a Federal Transit Administration (FTA) Section 5307 population credit of two-hundred forty-five thousand one-hundred eighty-three dollars ($245,183) for Fiscal Year 2015/16 DAR service. COUNTY will maintain its percentage ownership in any shared vehicle purchases that should occur during the fiscal year.

CITY and COUNTY may renegotiate an adjustment in the agreed upon COUNTY compensation formula during the fiscal year, if it is determined that a significant change in the allocation of DAR resources has occurred.

6. **FEDERAL EXCISE TAX**. If eligible, CITY will make application for Federal Excise Gas Tax refund. If applicable, CITY will reimburse COUNTY an amount equal to the COUNTY's percentage of the State Gas Tax Refund.

7. **COUNTY'S RIGHTS**. Prior to implementation of any significant change in service, fares, or similar operational concerns, CITY and COUNTY will attempt to reach an agreement regarding same.

8. **PAYMENT SCHEDULE**. Payment to CITY by COUNTY for its share of DAR operating costs will be paid in four (4) quarterly payments per CITY billing based on actual expenditures. Upon payment by CITY for any capital equipment costs, CITY will bill COUNTY's share of capital equipment costs to COUNTY.

9. **PAYMENT PROCEDURES**. CITY will be reimbursed for actual monthly DAR operating costs from COUNTY through the Madera County Transportation Commission (MCTC) Transportation Development Act (TDA) claims process. Each quarter, the CITY will be responsible for preparing a Local Transportation Fund (LTF) and/or State Transportation Assistance (STA) fund claim for the COUNTY's share of operating costs for submittal to the MCTC. Quarterly TDA billing for COUNTY's share of operating costs shall be consistent with the "Local Match" amounts payable by the COUNTY as shown in Attachment C. CITY will be responsible for forwarding a copy of the completed TDA claims to the COUNTY. COUNTY's share of capital equipment TDA costs will be billed upon CITY payment to the vendor for capital equipment as agreed to in this contract and as shown in Attachment C.

10. **COUNTY FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5307 URBANIZED AREA FUNDS**. Beginning in FY2002/03, Madera County became eligible to receive FTA Section 5307 (Title 49 United States Code Section 5307) funds. COUNTY agrees to allow CITY to submit applications for and claim appropriate FTA operating and capital Section 5307 funds on behalf of COUNTY for reimbursement of COUNTY FY2015/16 DAR services. Billing for COUNTY's share of FTA 5307 operating and capital funds shall be consistent with the expenditure of "5307 Funds" as shown on Attachment C.

11. **INTEGRATION**. This Agreement, together with Attachments A, B, and C, represents the entire and integrated agreement between COUNTY and CITY and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a subsequent written agreement signed by

both parties. In the event of a conflict between this Agreement and any attachment(s) or exhibit(s) hereto, this Agreement shall be controlling.

12. **INSURANCE**. CITY shall cause CONTRACTOR to provide proof of insurance in the amount of not less than Five Million Dollars ($5,000,000) to COUNTY's Risk Manager. Alternatively, CITY shall provide at its own expense, and maintain at all times during the term of this Agreement, general liability insurance in the amount of Five Million Dollars ($5,000,000) with insurance companies licensed in the State of California and acceptable to COUNTY's Risk Manager. Such insurance policies shall name COUNTY, its officers, agents, employees and volunteers as additionally insured. Proof of insurance shall be provided to COUNTY in writing at the address of:

COUNTY OF MADERA
Attention: Risk Manager
200 West Fourth Street
Madera, CA 93637

13. **INDEMNIFICATION.** CITY shall defend, hold harmless, and indemnify COUNTY and its officers, agents, and employees from all liabilities and claims for damages or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or services of CITY hereunder resulting from the conduct, negligent, or otherwise, of CITY, its agents or employees.

14. **DISPUTES AND REMEDIES**. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COUNTY and the CITY arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the COUNTY is located. No action or failure to act by the COUNTY or

CITY shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

15. **TERMINATION**.

Right to Termination

A. Without Cause: COUNTY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the CITY the compensation earned for work performed by CITY and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditioned upon receipt from CITY of any and all plans, specifications and estimates, and other documents prepared by CITY in accordance with this AGREEMENT. No sanctions will be imposed.

B. With Cause: This AGREEMENT may be terminated by either party should the other party:

(1) Be adjudged as bankrupt, or

(2) Become insolvent or have a receiver appointed, or

(3) Make a general assignment for the benefit of creditors, or

(4) Suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this AGREEMENT, or

(5) Materially breach this AGREEMENT.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the AGREEMENT may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the AGREEMENT on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. COUNTY will pay to the CITY the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss, nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the CITY'S scope of work exceeds the unpaid balance of the AGREEMENT, the CITY must pay the difference to the COUNTY. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditional upon receipt from the CITY of any and all plans, specifications and estimates, and other documents prepared by the CITY by

the date of termination in accordance with this AGREEMENT. Sanctions taken will be possible rejection of future proposals based on specific causes on non performance.

C. Effects of Termination: Expiration or termination of this AGREEMENT shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the AGREEMENT, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CITY'S services have been terminated by the COUNTY, said termination will not affect any rights of the COUNTY to recover damages against the CITY.

D. Suspension of Performance: Independent of any right to terminate this AGREEMENT, the authorized representative of COUNTY for which CITY'S services are to be performed, may immediately suspend performance by CITY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CITY to comply with the provisions of this AGREEMENT, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

16. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**. This contract is financed in part with funding received under Section 5311 of the Federal Transit Act. City shall require of CONTRACTOR by contract that all services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to requiring the CONTRACTOR to comply as follows:

DRUG AND ALCOHOL TESTING
(49 U.S.C. §5331, 49 CFR Part 655 and 49 CFR Part 40)

CONTRACTOR shall agree to establish and implement a drug and alcohol testing program that complies with 49 U.S.C. §5331 and 49 Code of Federal

Regulations ("CFR") Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of State of California, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and 40 and review the testing process. CONTRACTOR shall further agree to certify annually its compliance with Parts 655 and 40 on or before March 15 and to submit the Management Information System (MIS) reports on or before March 15 to the Transit Coordinator. To certify compliance CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

BUY AMERICA REQUIREMENTS
(49 U.S.C. §5323(j), 49 CFR Part 661)

CONTRACTOR shall agree to comply with 49 U.S.C. §5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Part 661.7, and include, but are not limited to, final assembly in the United States for fifteen (15) passenger vans and fifteen (15) passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are provided in

§5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America Certification with all bids on FTA-funded contracts, except those subject to a general waiver. The Buy America Certification required by this provision shall contain the information and be in the format provided in Attachment 1, which is attached hereto and incorporated herein by this reference. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

CHARTER BUS REQUIREMENTS
(49 U.S.C. §5323(d), 49 CFR Part 604)

Charter Service Operations – CONTRACTOR shall agree to comply with 49 U.S.C. §5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.9. Any charter service provided under one of the exceptions must be "incidental" (i.e., it must not interfere with or detract from the provision of mass transportation).

SCHOOL BUS REQUIREMENTS
(49 U.S.C. 5323(F), 49 CFR Part 605)

School Bus Operations - Pursuant to 49 U.S.C. §5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in

competition with private school bus operators, unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

ENERGY CONSERVATION REQUIREMENTS
(42 U.S.C. §6321 et seq., 49 CFR Part 18)

CONTRACTOR shall agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS
(33 U.S.C. §1251)

A. CONTRACTOR shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq. CONTRACTOR shall agree to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. CONTRACTOR shall also agree to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING
(31 U.S.C. §1352, 49 CFR Part 20)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the

tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

FEDERAL CHANGES
(49 CFR Part 18)

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between COUNTY and FTA, as they may be amended or promulgated from time to time during the term of this AGREEMENT. CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT.

CLEAN AIR
(42 U.S.C. §7401 et seq, 40 CFR Part 15.61, 49 CFR Part 18)

A. CONTRACTOR shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§§7401 et seq. CONTRACTOR shall agree to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. CONTRACTOR shall also agree to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS
(42 U.S.C. §6962, 40 CFR Part 247, Executive Order 12873)

Recovered Materials – CONTRACTOR shall agree to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. §6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

A. COUNTY does and CONTRACTOR shall acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party (whether or not a party to that AGREEMENT) pertaining to any matter resulting from this AGREEMENT.

B. CONTRACTOR shall agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

///

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
(31 U.S.C. §§3801 et seq., 49 CFR Part 31, 18 U.S.C. §1001, 49 U.S.C. §5307)

A. CONTRACTOR shall agree that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and United States Department of Transportation ("U.S. DOT") regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. CONTRACTOR further shall agree that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

B. CONTRACTOR also shall agree that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with this AGREEMENT that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C §1001 and 49 U.S.C. §5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.

C. CONTRACTOR shall agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PRIVACY ACT
(5 U.S.C. §552)

Contracts Involving Federal Privacy Act Requirements - The following requirements shall apply to CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

A. CONTRACTOR shall agree to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR shall agree to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR shall understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this AGREEMENT.

B. CONTRACTOR shall also agree to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS
(29 U.S.C.§623, 42 U.S.C. §2000, 42 U.S.C. §6102, 42 U.S.C. §§12112 and 12132, 49 U.S.C.§5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

The following requirements apply to this AGREEMENT:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, CONTRACTOR shall

agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR shall agree to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this AGREEMENT:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C.§2000e, and Federal transit laws at 49 U.S.C. §5332, CONTRACTOR shall agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the performance of this AGREEMENT. CONTRACTOR shall agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the

CONTRACTOR shall agree to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, CONTRACTOR shall agree to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR shall agree to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, CONTRACTOR shall agree that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR shall agree to comply with any implementing requirements FTA may issue.

C. CONTRACTOR shall also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS
(49 U.S.C. §§5310, 5311, and 5333, 29 CFR Part 215)

A. CONTRACTOR shall agree to comply with applicable transit employee protective requirements as follows:

(1) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, CONTRACTOR shall agree to carry out the transit operations work on the underlying contract in compliance with terms

and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this AGREEMENT and to meet the employee protective requirements of 49 U.S.C. §5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on this AGREEMENT. CONTRACTOR shall agree to carry out that work in compliance with the conditions stated in that U.S. DOL letter. However, the requirements of this subsection (1), do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (2) and (3c) of this clause.

(2) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If this AGREEMENT involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on this AGREEMENT, CONTRACTOR shall agree to carry out the performance of this AGREEMENT in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 C.F.R. Part

215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. CONTRACTOR shall agree to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(3) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas - If the AGREEMENT involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, CONTRACTOR shall agree to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

B. CONTRACTOR shall also agree to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
(Program Availability Advisory)

A. This AGREEMENT is subject to Title 49, Part 26 of the Code of Federal Regulations (49CFR26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the California Department of Transportation (Caltrans) achieves its federally mandated statewide overall Disadvantaged Business Enterprise (DBE) goal, the COUNTY encourages the participation of DBE's, as defined in 49 CFR 26, in performance of AGREEMENTS financed in whole or in part with federal funds. The CONTRACTOR

shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract.

B. As required by federal law, Caltrans has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all federally assisted contracts.

C. The COUNTY advises that it has determined that DBE's could reasonably be expected to compete on this project and the likely DBE Availability Advisory Percentage is ten and one-half (10.5%) percent. The COUNTY also advises that participation of DBE's in the specified percentage is not a condition of award.

D. The CONTRACTOR has agreed to carry out applicable requirements of Title 49 CFR 26, in award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.

E. DBE and other small businesses, as defined in Title 49 CFR 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CONTRACTOR or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The CONTRACTOR shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U. S. Department of Transportation assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

F. Any subcontract entered into as a result of the Agreement shall contain all the provisions of this section.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
(FTA Circular 4220.1E)

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding AGREEMENT provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests which would cause COUNTY to be in violation of the FTA terms and conditions.

ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325, 49 CFR 18.36 (i), 49 CFR 633.17

CONTRACTOR shall agree to provide the COUNTY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR shall also agree, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONTRACTOR'S records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The CONTRACTOR shall agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR shall agree to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR shall agree to maintain same until the COUNTY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

A. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In

addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor shall be required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor shall be required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract

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that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

* *

IN WITNESS WHEREOF, the foregoing Agreement is executed on the day and year first above written.

CITY OF MADERA:

_____
Robert L. Poythress, Mayor

ATTEST:

_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Brent Richardson, City Attorney

(signatures continued on next page)

COUNTY OF MADERA

_____
Chairman of Board of Supervisors

ATTEST:

_____
County Clerk

Approved as to Legal Form:
COUNTY COUNSEL

By _____

Approved as to Accounting Form:
COUNTY AUDITOR-CONTROLLER

By _____

Approved as to Form:
COUNTY ADMINISTRATIVE OFFICER

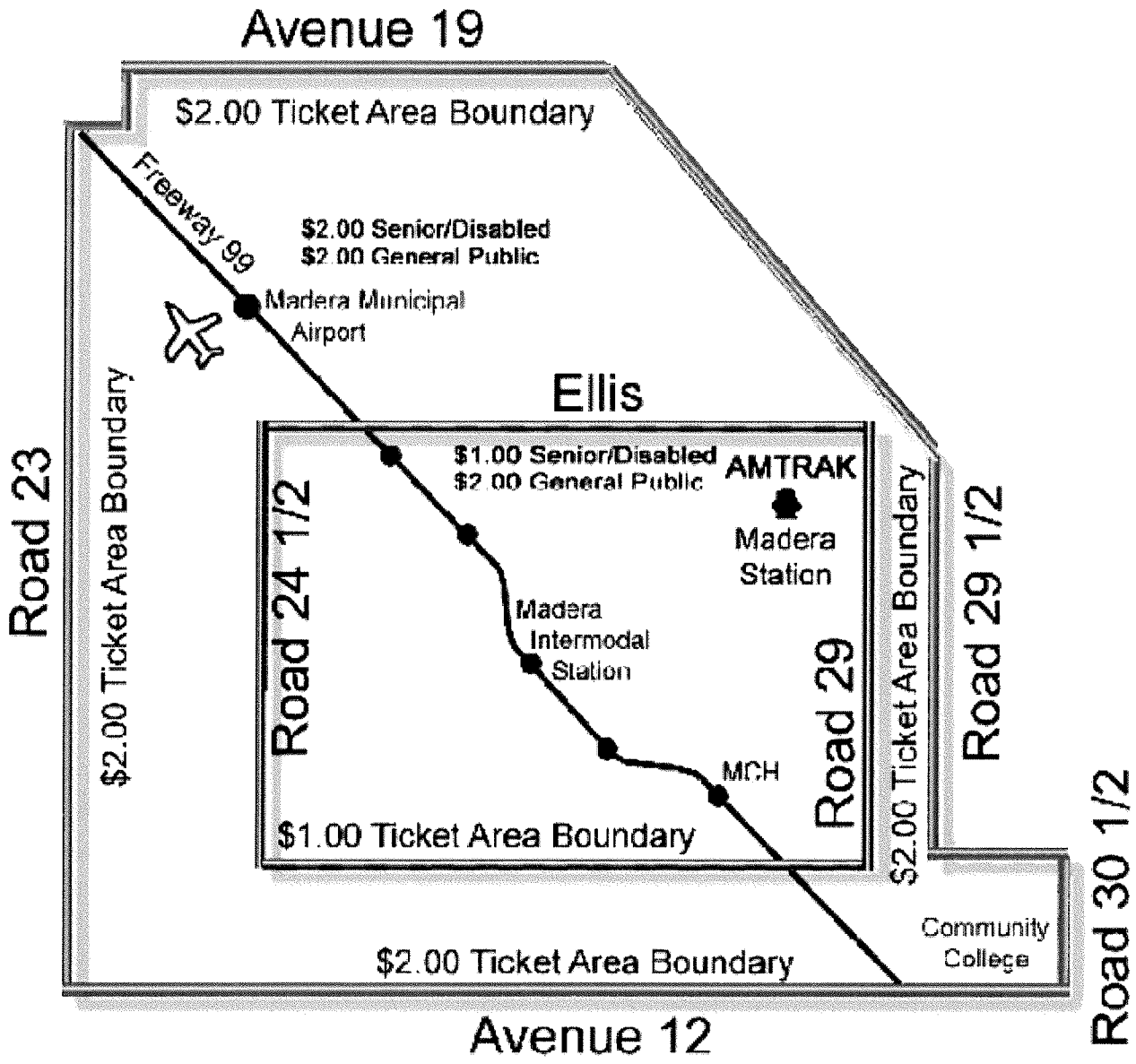
By _____

ACCOUNT NUMBERS:

_____

_____

ATTACHMENT A
DIAL-A-RIDE SERVICE AREA



ATTACHMENT B

FIRST TRANSIT, INC., CONTRACT

AGREEMENT FOR MANAGEMENT AND OPERATION
OF
MADERA TRANSIT SERVICES

This Agreement made and entered into this ____day of, _____ 2014 by and between the CITY OF MADERA, a public agency, hereinafter referred to as "City," and_____First Transit, Inc. , hereinafter referred to as "Contractor" for management and operation of the City of Madera Transit System's fixed-route (MAX) and dial-a-ride services (DAR).

WHEREAS, City and Contractor desire to contract for the performance by Contractor of the transit system work and services described in accordance with the terms of Request for Proposal for Management and Operation of City of Madera Transit Services RFP No. 201314-04 ("RFP") attached hereto as Exhibit "A" and incorporated herein as though set forth in full. The Contractor has responded to the Request for Proposals ("RFP"), Best and Final Offer, and all subsequent attachments, as accepted by the City to perform these needed services as indicated in the response attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Contractor perform the work in accordance with the RFP and the response thereto prepared by the Contractor. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as "Transit Services."

NOW, THEREFORE, in consideration of the premises and of the services to be performed by Contractor, and of the compensation to be paid therefore by City, it is HEREBY MUTUALLY AGREED as follows:

1. TERM OF AGREEMENT: The Agreement shall be for a period of three (3) years with the option to extend annually thereafter by written mutual consent, not to exceed two (2) additional one(1) year periods. Contract Year 1 will begin July 1, 2014 through June 30, 2015. Contract Year 2 will be July 1, 2015 through June 30, 2016. Contract Year 3 will be July 1, 2016 through June 30, 2017 unless extended as provided for in the following paragraph, or terminated as provided for in Section 11 of this Agreement.

Upon completion of the full term of this agreement, the parties may extend the term of this agreement, upon mutual written agreement, on a month-to-month basis up to a maximum of six (6) months. The parties shall agree to such extensions at least thirty (30) days prior to the termination date of this Agreement, including any new economic terms.

2. SCOPE OF WORK:

A. Contractor Responsibilities: Contractor agrees that for the term of this Agreement it will be responsible for the following in the operation of City transit services:

1). **Management**: During the term of this Agreement, Contractor shall provide sufficient executive and administrative personnel specializing in transportation services as shall be necessary and required to perform its duties and obligations under the terms hereof.

2). **Day-to-Day Operation**: Contractor management and/or supervisory personnel shall be available to provide adequate supervision of the day-to-day operation of transit services, including dispatching, field supervision, and complaint management Monday through Sunday during designated hours of operation.

3). **Americans with Disabilities Act (ADA) Compliance:** Contractor shall be responsible for administration of City's Americans with Disabilities Act (ADA) Program as it relates to services provided under this Agreement. Such responsibilities shall include the eligibility certification and application process, including distribution of applications; receiving completed eligibility applications; reviewing completed applications; rendering an initial determination of eligibility, and referring the applicant to another source such as a physician or a City official for further review if applicable. The City ADA Policy shall set sufficient guidelines to allow Contractor to administer the ADA eligibility certification process in accordance with such Policy. The City ADA Policy shall be the sole responsibility of City.

4). **Operating Facility**: Contractor shall establish an operations and dispatching headquarters within the city using the City's Intermodal Transportation Facility unless otherwise approved by City. Contractor shall relocate its operations to a proposed new transit administration facility, if completed during the contract period.

5). **Personnel** Contractor shall employ and supervise all personnel, including drivers, dispatchers, managers, customer service representative and other personnel needed to operate and maintain the service provided by Contractor under this Agreement. Dispatchers and customer service representatives shall have some bilingual skills (communicate in Spanish and English; i.e., ability to understand simple directions, addresses and times). Consideration should be given to bilingual drivers who understand simple directions in English/Spanish. Qualified supervisory personnel shall be available during all hours of operation.

No employee or designee of the Contractor shall continue to be so employed on any work under these specifications that is found to be intemperate, troublesome, rude, disorderly, inefficient, or otherwise objectionable, as determined by Grants Administrator or designee. Contractor shall be responsible for hiring and discharging personnel employed by the Contractor to perform its obligations hereunder. However, City shall have the right to request Contractor to remove from service to City any employee who, in City's sole discretion, is deemed unsuitable for the performance of transportation service for City; provided that City shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.

6). **Telephones:** **CONTRACTOR** shall provide, at a minimum, a telephone system that has the capability to monitor hold time for the CITY's customers and place them in queue. While on hold, the system shall provide customers with information regarding services offered while waiting for a dispatch/reservation person to quickly handle their needs. The system shall record calls for review, as needed, and shall allow for reviewing calls with staff as an instructional tool to provide improved customer service. Other options shall include ACD (automatic call distribution), IVR (Interactive Voice Response), call length monitoring, hold time tracking, and ride status notification (text, call or email).

Contractor shall provide a minimum of four telephone lines---two (2) incoming telephone lines for customer communications and service requests on a rollover system and two (2) additional business lines. Public information such as brochures and websites shall direct those making transit related inquires to call a specific telephone number(s), used only for this service. Contractor shall also provide Telecommunications Device for the deaf (TDD) capability and equipment and telephone reservations capabilities per Americans with Disabilities Act requirements. Contractor shall install all equipment and make fully operational the specified telephone system within sixty (60) days of initiation of this Agreement.

7). **Uniforms**: Contractor shall provide uniforms for vehicle operators in conformance with standards mutually agreed upon by the City and Contractor.

8). **Driver Training Program**:

a. **Hiring**: Contractor drivers shall complete Contractor's Standard Employment Application, have a three-year check of driving records, successfully complete Contractor's Driver's Test and successfully complete in-service training.

b. **California Vehicle Code Compliance:** Contractor shall comply with California vehicle Code Section 1801.1 (Pull Notice Program) and Section 12804.6 (bus operator certificates).

c. **Driver Safety Program**: Contractor shall implement a continuing driver safety program that shall include defensive-driving course work, specialized assistance to elderly and disabled passengers and daily vehicle maintenance checks.

d. **Driver Sensitivity Training Program**: Contractor shall implement a continuing driver sensitivity training program focusing on the importance of passenger

relations and to ensure drivers respond appropriately to all customers, especially elderly and disabled passengers. Drivers shall assist in loading and unloading of elderly or ambulatory disabled passengers and in carrying parcels or personal effects in accordance with City policies and procedures as provided by City in writing to Contractor.

e. **Driving Record Notification**: Contractor shall be responsible for immediately notifying the City of any drivers who are identified in the State's Pull Notice Program.

9). **Daily Logs:** Drivers shall maintain appropriate documentation to show number of passengers, mileage, and fuel usage by vehicle for both DAR and MAX. Dispatcher shall maintain appropriate documentation to show point of origin/destination, time of call for immediate service requests, time of pickup/drop off for each completed trip, no-shows and cancellations, subscription service requests, customer service forms and trip refusal log for Dial-A-Ride services. Trip/farebox reconciliation documentation shall be maintained for both DAR and MAX by dispatch and shall be submitted to City on a daily basis in the format of a Trip/Fare Reconciliation Form. Driver information, with the exception of ridership, shall be submitted to City on a monthly basis in the format of a Daily Service Log, which will be submitted with the payment invoice for the previous month's service. This invoice and the Daily Service Logs shall be submitted to the City no later than the tenth working day of the month. Contractor shall maintain records for the duration of the Agreement. Contractor shall ensure that vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the City upon request.

10). **Compliance with Federal, State and Local Requirements:** Contractor shall comply with all applicable Federal State and Local requirements, including drug and alcohol testing and reporting requirements and ADA mandates. Contractor shall make available to City a copy of its Drug and Alcohol Testing Policies and Procedures. Certifications made by the Contractor as part of their RFP response are incorporated into this Agreement and in effect for the duration of the Agreement.

11). **Charter Service**: Contractor shall not operate charter service using City vehicles without prior written consent from City. Charter service will be provided in accordance with FTA regulations.

12). **Ticket Distribution**: Contractor shall distribute tickets to appropriate outlets; sell tickets, as agreed upon by City, at Intermodal Transportation Facility; and collect, record and return all tickets and money received as fares. Ticket data shall be provided on a monthly basis.

13). **Fare Collection**: Contractor shall perform fare reconciliation and accounting on a daily basis and all fare revenue shall be taken to a banking institution or City Finance Department daily, as directed by the City. Fare revenue shall include cash fares, tickets and pass sales, and any other revenue collected by Contractor. Daily fare revenue deposits shall be accompanied by appropriate reconciliation documentation satisfactory to the City. Contractor shall collect data for specific analysis as may be requested by the City.

14). **Internal Financial Controls**: Contractor shall maintain sound internal controls over all tickets and monies collected through ticket sales and farebox collections in cooperation with and subject to periodic audits by the City Finance Department.

15). **Invoicing and Billing**: Contractor shall submit detailed monthly invoices and/or billings to the City for reimbursement of services rendered. Contractor shall invoice City monthly for all charges due to Contractor pursuant to this Agreement and no later than the 15th of the month after the service for the prior month has been provided. All monthly and hourly

rates billed to the system will be included in the City's invoice. Costs are a part of and not in addition to rates defined in Section 6 (a) and (b). Contractor monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the City to verify all charges.

16). **Marketing and Public Relations**: Contractor shall provide technical assistance, assist in marketing and promotional activities, distribute promotional materials in vehicles by drivers, and perform liaison services as requested by the City.

17). **Insurance**: Contractor shall maintain required and appropriate insurance coverage, as detailed in the Insurance and Indemnification section of the RFP, including documentation of coverage to City and provide the City with certificates certifying that Contractor has liability insurance and comprehensive and collision insurance for each vehicle as required by the City. Contractor shall provide documentation of any changes to insurance coverage including changes resulting from additions of vehicles to the City's transit fleet or from taking buses out of service.

18). **Equipment and Vehicle Maintenance and Management:** City shall provide all vehicles, radios, fuel and fareboxes required for the provision of the services as identified in the Scope of Work identified in this Agreement and the associated RFP. The City shall service City vehicles unless otherwise directed by City. Vehicles shall be parked in a location(s) to be provided by City or as designated by City. Contractor shall assist City with maintenance of vehicles and radios. Specifically, Contractor shall be responsible for the following:

a. Contractor employees will flag regular preventative maintenance intervals and will notify appropriate City Fleet Maintenance staff in a timely manner to ensure compliance with all CHP requirements. Contractor will make arrangements with Fleet Maintenance staff to schedule vehicles for needed repairs and preventive maintenance. Contractor will optimize the scheduling of vehicles for preventive maintenance and other repairs so as not to impede the effective delivery of service. Contractor shall provide City access to its maintenance records upon request.

b. Contractor will allow City to inspect vehicles upon request. Contractor will notify appropriate City Fleet Maintenance staff of all vehicle repairs and towing needs as required and reasonable, but in no way shall Contractor staff cause unnecessary, frivolous repairs to be made. Failure of Contractor to notify City Fleet Maintenance staff of needed repairs and preventive maintenance in a timely manner will be considered negligent and could result in contract penalties in the form of reduced reimbursement in the amount of such repairs caused by such neglect.

c. Contractor will coordinate with City Fleet Maintenance staff to operate a satisfactory preventive maintenance, bus cleaning and major component rebuilding/replacement program and providing for repair and maintenance of all City owned or provided equipment, including, but not limited to buses, two-way radios, wheelchair lifts and fareboxes. This includes, but is not limited to, ensuring the repair or replacement of buses and equipment by City in an expeditious manner if such buses or equipment are damaged or destroyed during the term of this Agreement.

d. Contractor shall clean vehicles daily including all interior litter and debris. Exterior of all vehicles shall be washed a minimum of once weekly, but at such frequency as may be required to maintain a clean, inviting appearance. Contractor will do a detail or more thorough exterior and interior cleaning on each transit vehicle on a monthly basis, and Contractor will maintain a log showing the monthly detail cleaning for each vehicle. City will inspect buses monthly to evaluate bus cleaning performance for the purpose of accessing incentives and/or penalties consistent with performance standards provided in the RFP as Exhibit 5 - City of Madera Transit Performance Standards, Incentives and Penalties.

e. Contractor shall inspect vehicles daily for cleanliness and safe mechanical condition.

f. Contractor shall maintain the radio base station in good working condition and communicate with City to advise staff of maintenance requirement for radios on City-owned transit vehicles.

g. Contractor will cooperate with City to ensure that all vehicles and equipment used in the operation of DAR and MAX services are maintained at a level that will meet and pass all required CHP inspections. Contractor shall be responsible for assuring timely CHP inspections of all applicable vehicles.

19). **Accident Incident and Complaint Procedures**: Contractor shall develop, implement, and maintain formal procedures, subject to City review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten (10) minutes behind schedule, and DAR buses operating more than thirty (30) minutes behind schedule. Contractor shall maintain a formal log of all complaints and track resolution.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the City of Madera Police Department, Madera County Sheriff's Office or Highway Patrol, as appropriate. Contractor will advise such agency of the accident and request a police unit to investigate the accident. CITY transit staff shall be notified in writing by Contractor of all accidents and incidents resulting in loss or damage to City property within three (3) working days. In cases involving injury, Contractor shall notify City transit staff immediately upon receipt by Contractor of such information. Contractor shall document total number of accidents on the Monthly Report to City.

20). **Conferring and Coordinating**: Contractor shall meet, confer, and coordinate with City on a frequent basis, as reasonably determined by City.

21). **Other Duties**: Contractor shall perform all other work as may be necessary to comply with the requirements of this Agreement.

22). **Dispatching Software:** Contractor shall install Trapeze Simpli Transport dispatching software with enhanced functions, including a data plan for a minimum of eight (8) buses. Contractor shall provide a minimum of sixteen (16) tablets (including replacements) and eight (8) mounts that are fully utilized and functional during the contract period. Contractor shall install all equipment and make fully operational the Trapeze Simpli Transport software inclusive of enhancements within sixty (60) days of initiation of this Agreement. Contractor shall be responsible for compatibility of the Trapeze Simpli Transport system with expansion of the fleet.

23). **On-Board Video Surveillance Cameras**: Contractor shall be responsible for the operation and maintenance of on-board video surveillance camera equipment on City transit vehicles. Contractor shall be responsible for managing the video surveillance data. City shall provide any required notice to riders and placards shall be placed on vehicles with notice of recording.

24). **Records and Reports:** Contractor shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit 6 - City of Madera Reporting Requirements of the RFP, including the following for DAR and MAX:

a. Daily ridership by vehicle
b. Daily ridership by wheelchair-bound passengers
c. Daily mileage by vehicle
d. Daily vehicle service hours by vehicle

e. Trip log from each vehicle operator
f. Dispatch records showing times for:
- Receipt of service requests
- Pickup point/drop-off point
- Pickup assignment made
- Actual pickup
- Variance between promised times and actual pickup times
- Actual delivery of passenger

g. On-time performance
h. Trip denials
i. ADA eligibility certifications and trip requests/denials

A monthly operating report will summarize the data collected daily. This report will present the data by vehicle, service area and total system basis and will include a statement of existing or potential problems and suggested solutions. **Contractor** will record and report trip data for City and County areas pursuant to City direction. **Contractor** will maintain dispatcher's trip sheets and daily logs for review by City. All major vehicle accidents (those resulting in bodily injury) or on-the-job personnel injury accidents (those resulting in hospitalization) shall be reported as soon as practicable to City.

3. CITY RESPONSIBILITIES:

The City, as the owner of the service, shall establish overall management and operational policy for the service. The City will periodically consult with Contractor on operational issues affecting service.

A. **Fuel**: City shall provide fuel through a City designated fueling facility during the period of this Agreement for Dial-A-Ride and MAX services. Contractor shall have access to a Fuel Management Delivery System that shall be mutually acceptable to both parties. This fuel shall be used exclusively for Dial-A-Ride and fixed route operations. City and Contractor records regarding miles traveled and fuel consumption will be exchanged if either party desires.

B. **Office Facility**: City shall lease space to Contractor in the City's Intermodal Transportation Facility for operation of City's transit services, including space for dispatch, office and vehicle parking. The terms of such lease shall be provided in a separate agreement with City. City shall provide office furniture for its transit program at the Intermodal Transportation Facility sufficient to ensure smooth delivery of service. Office furniture deemed unnecessary, unsightly or undesirable may be removed at City's request. City may provide needed enhancements to the Intermodal Transportation Facility space occupied by City transit services without prior approval of Contractor. All furniture provided by City shall remain City property upon any termination of this Agreement. Contractor will not be prohibited by this Agreement from supplementing space at the City's Intermodal Transportation Facility with additional space at Contractor's expense. Contractor shall relocate to the proposed new Transit Administration and Maintenance Facility should construction be completed during the contract period.

C. **Routing and Scheduling**: City shall provide routing and scheduling directives for fixed-route service. **Contractor** shall provide routing and scheduling for Dial-A-Ride.

D. **Bus Stops and Bus Shelters**: City shall provide bus stops, bus shelters, and related amenities.

E. **Maintenance**: City shall maintain, repair, and replace City-owned vehicles, including parts and labor.

F. **Tickets/Passes and Schedules**: City shall coordinate with Contractor to develop tickets, passes and DAR and MAX schedules/brochures for distribution by Contractor.

G. **Advertising and Marketing**: City shall coordinate with Contractor to develop, promote, and distribute advertising and promotional transit materials.

H. **Payment**: City shall ensure payment of proper charges within thirty (30) days after **Contractor** submission of the monthly invoice and/or billing.

I. **California Highway Patrol (CHP) Fees**: City shall provide payment for appropriate and necessary CHP inspection fees.

J. **Vehicles:** City shall provide all vehicles required for provision of the services under this Agreement.

4. RECORDS AND REPORTS: Contractor shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit 6 - City of Madera Reporting Requirements in the RFP and including the following for DAR and, MAX:

A. **Daily ridership by vehicle**
B. **Daily ridership by wheelchair-bound passengers**
C. **Daily mileage by vehicle**
D. **Daily vehicle service hours by vehicle**
E. **Trip log from each vehicle operator**
F. **Dispatch records showing times for**:
   1). Receipt of service requests
   2). Pickup point/drop-off point
   3). Pickup assignment made
   4). Actual pickup
   5). Variance between promised times and actual pickup times
   6). Actual delivery of passenger
G. **On-time performance**
H. **Trip denials**
I. **ADA eligibility certifications and trip requests/denials**

A monthly operating report will summarize the data collected daily. This report will present the data by vehicle, service area and total system basis and will include a statement of existing or potential problems and suggested solutions. Contractor will record and report trip data for City and County areas pursuant to City direction. Contractor will maintain dispatcher's trip sheets and daily logs for review by City. All major vehicle accidents (those resulting in bodily injury) or on-the-job personnel injury accidents (those resulting in hospitalization) shall be reported as soon as practicable to City.

5. MAXIMUM OBLIGATION: City agrees to pay Contractor for its services as described herein:

A. The price to be paid by City to Contractor for fixed-route service, Madera Area Express/MAX, and Dial-A-Ride shall not exceed the amounts as outlined below:

1). For the period **July 1, 2014 through June 30, 2015**, Nine-Hundred Eight Thousand, Eight-Hundred Forty Dollars ($908,840), for a maximum of 15,200± 15% vehicle service hours for MAX and 13,600± 15% vehicle service hours for Dial-A-Ride.

Note: Costs after FY14/15 are based on an estimated annual CPI increase of two percent (2%) each year. Effective July 1 of each contract year, actual rates shall be adjusted to no more than the CPI annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased.

2). For the period **July 1, 2015 through June 30, 2016**, an estimated Nine-Hundred Twenty-Seven Thousand, Seventeen Dollars ($927,017), for a maximum of 15,200 ±15% vehicle

service hours for MAX and 13,600 ±15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between the CITY and **CONTRACTOR**.

3). For the period **July 1, 2016 through June 30, 2017**, an estimated Nine-Hundred Forty-Five Thousand, Five-Hundred Fifty-Seven Dollars ($945,557) for a maximum of 15,200 ±15% vehicle service hours for MAX and 13,600 ±15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and **CONTRACTOR**.

4). For the period **(Option Year 1) July 1, 2017 through June 30, 2018**, an estimated Nine-Hundred Sixty-Four Thousand, Four-Hundred Sixty-Eight Dollars ($964,468) for a maximum of 15,200 ±15% vehicle service hours for MAX and 13,600 ±15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and **CONTRACTOR**.

5). For the period **(Option Year 2) July 1, 2018 through June 30, 2019**, an estimated Nine-Hundred Eighty-Three Thousand, Four-Hundred Twenty-Four Dollars ($983,424) for a maximum of 15,200 ±15% vehicle service hours for MAX and 13,600 ±15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and **CONTRACTOR**.

Effective July 1 of each contract year beyond FY2014-15, rates shall be adjusted to no more than the Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). Contractor's total proposed costs for "Year 1, FY2014-15" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, Contractor's actual "Cost per Revenue Hour" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The Contractor must have written City concurrence of the CPI to be used for annual increases through the duration of the Contractor's Agreement with the City. The Contractor and City must agree to the CPI to be used prior to Contractor invoicing and City reimbursement in the new fiscal year.

Additional vehicle service hours may be operated upon the written request of the City and such additional service shall be in excess of the maximum obligation amount(s) as established therein. City shall pay Contractor for such additional service at the appropriate fixed hourly rate as established in Section 6(a) of this Agreement. Reduced vehicle service hours may be scheduled upon the written request of the City, and such reductions shall reduce the maximum obligation of the City referenced above. In such case, the fixed hourly rates and fixed monthly fees provided in Section 6, Price Formula, will not be changed. The fixed hourly rate, however, may be renegotiated in the event vehicle service hours agreed upon in Section 6(a) are increased or reduced cumulatively by more than fifteen percent (15%).

All payments from City to Contractor for future services are contingent on and subject to the availability of State Transportation Development Act (TDA) funds, Federal Transit Administration (FTA) funds, and any other related transit funds to continue the services herein described. City cannot obligate funds beyond the current fiscal year. It is the intent of the City to pay Contractor for all services operated. City shall notify Contractor in the event that such funds will become unavailable or insufficient for the provision of service, such that Contractor does not operate service for which City cannot pay. Notwithstanding any other provision of this Agreement, no City General Fund monies shall be encumbered or otherwise obligated. City may terminate this Agreement if TDA, FTA, or any other transit-related funds are not available or insufficient.

6. PRICE FORMULA: Effective July 1 of each contract year beyond FY2014-15, all rates shall be adjusted to no more than the Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased. Annually, new rates shall be agreed

upon, in writing, by the CITY and **CONTRACTOR** prior to invoicing by **CONTRACTOR**. Payment by City shall be computed as follows:

A. **Vehicle Service Hourly Rate**

1). For the period July 1, 2014 through June 30, 2015, the cost per vehicle service hour is $23.45 for MAX and Dial-A-Ride. Contractor's total proposed costs for "Year 1, FY2014-15" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, Contractor's actual "Cost per Revenue Hour" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The Contractor must have written City concurrence of the CPI to be used for annual increases through the duration of the Contractor's Agreement with the City. The Contractor and City must agree to the CPI to be used prior to Contractor invoicing and City reimbursement in the new fiscal year.

2) "Vehicle Service Hours" for fixed-route service shall be defined as the total number of hours operated while in revenue service commencing when the bus stops at the first designated stop and ends at the last designated stop, excluding deadhead time to and from the yard, designated lunch breaks, and fueling time. "Vehicle Service Hours" for Dial-A-Ride shall be defined as the total number of hours and fraction thereof operated in quarter hour increments while in revenue service from the first passenger "pick-up" to the time of the last passenger "drop-off" per vehicle per driver, specifically excluding any driver preparation time; paid or unpaid driver break periods; lunch periods; deadhead time either to or from the yard; driver exchange periods; fueling time, road calls or any such period that the driver and vehicle are not specifically engaged in the "pick-up", transport, or "drop-off" of revenue passengers. Such exclusions shall not include travel time between passenger "pick-ups/drop-offs."

3) "First Passenger Pick-Up" shall be defined as the driver's actual arrival time or the "scheduled" pick-up time, whichever is later, except in instances when the passenger actually boards the bus and is transported prior to the "scheduled" pick-up time. If the passenger actually boards the bus and is transported prior to his/her "scheduled" pick-up time, the time the passenger actually boards the bus shall be designated as the "first passenger pick-up."

B. **Fixed Monthly Fee**

1) For the period July 1, 2014 through June 30, 2015, the fixed monthly fee is $19,454. Contractor's total proposed costs for "Year 1, FY2014-15" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, Contractor's actual "Fixed Monthly Fee" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased. For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The Contractor must have written City concurrence of the CPI to be used for annual increases through the duration of the Contractor's Agreement with the City. The Contractor and City must agree to the CPI to be used prior to Contractor invoicing and City reimbursement in the new fiscal year.

7. **INVOICES:** Contractor shall submit the invoices to City as follows:

A. Contractor shall invoice City monthly for all charges due to Contractor pursuant to this Agreement and no later than the 15th of the month after the service for the prior month has been provided. All monthly and hourly rates billed to the system will be included in the City's invoice. Costs are a part of and not in addition to rates defined in Section 6 (a) and (b).

B. Contractor monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the City to verify all charges.

C. Vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the City upon request. Hourly and fixed costs shall be computed weekly and submitted monthly.

8. **PAYMENT**: All payments by City shall be made monthly after the service for the prior month has been provided. City shall make payment no more than thirty (30) days from receipt of invoice. City's standard policy is to pay by voucher or check within two (2) working days after each City Council meeting at which time payments may be authorized, provided that City receives the invoice at least fourteen (14) working days prior to the City meeting date. In the event City fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days following receipt of the invoice by City, Contractor shall be entitled to: a) charge interest on unpaid amounts at the rate of 1.5% per month or the maximum statutory amount, whichever is greater; and/or b) terminate service under this Agreement until all amounts due have been paid in full. In the event of a repeated delinquency by City, Contractor shall have the right to request a deposit or payment bond from City before resuming service. Contractor shall be entitled to, without limitation, court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement. If City disputes any items on an invoice for a reasonable cause, City may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. City shall notify **Contractor** within fifteen (15) working days after receipt of invoice by City of the amounts and reasons for such deletions. City shall assign a sequential reference number to each deletion. Payments shall be by voucher or check payable to and mailed first class to:

First Transit, Inc.
222192 Network Place
Chicago, IL 60673

9. **CONTROL**:

A. All services rendered by Contractor under this Agreement shall be subject to control of City.

B. City shall not interfere with the management of Contractor's normal internal business affairs and shall not attempt to directly discipline or terminate Contractor employees. City may advise Contractor of any employee's inadequate performance that has a negative effect on the service being provided, and Contractor shall take prompt action to remedy the situation. In extreme cases, City may request removal of a Contractor employee from performance under this Agreement, for example, on the basis of a driver's history in regards to driving records or abuse of DAR and/or MAX patrons. City shall make such request in writing, state the reasons therefore and include any supporting documentation. Such request shall not violate applicable local, state or federal laws, rules or regulations.

10. **CHANGES:** In the event City orders changes from this Agreement and/or the description of services in the Scope of Work or for other causes orders additional Contractor work not contemplated hereunder, additional compensation shall be allowed for such extra work. This additional compensation shall be negotiated between City and Contractor.

11. **CONTRACT RE-NEGOTIATION**: This Agreement may be re-negotiated at any time during the period of this Agreement, in the event the City determines that a new scheduling, pickup or route system, or personnel levels, etc., may be cost-effective or necessary for efficient and effective operation of services. In this event, parties shall meet prior to any proposed service or contract changes to determine contract and payment schedules. Any new terms or conditions shall be agreed to in writing.

12. **QUALIFICATION FOR FUTURE CONTRACTS:** As a result of having entered into this Agreement, **Contractor** shall not be penalized or disqualified from bidding subsequent transportation management and operation programs under the jurisdiction of City.

13. SUCCESSION: This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

14. TERMINATION:

A. Termination for Default: All the terms, conditions, and covenants of this Agreement are considered material, and in the event Contractor breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, City shall give Contractor thirty (30) days written notice either by certified mail or by personal service, describing such breach or default, and if Contractor fails, neglects or refuses for a period of more than thirty (30) days after receipt thereof to remedy, or cure such breach or default or is not diligently pursuing a cure, then City without further notice, may cancel this Agreement. In the event of termination of this Agreement as hereinabove specified, City shall have the right to take immediate possession of all buses, equipment, and facilities provided to Contractor by City. In the event the Agreement is terminated, all pertinent data prepared for the MAX and Dial-A-Ride services shall be made available to City without additional cost. Telephone number(s) for Dial-A-Ride and MAX will stay with the City.

B. Termination for Convenience: Either party may terminate this Agreement in whole or in part at any time giving written notice to the other party by certified mail or personal delivery. If a party elects to terminate this Agreement, such party shall give the other party thirty (30) days prior written notice of said termination. Contractor shall be paid its reasonable and necessary costs on work performed to the date of termination of service. Contractor compensation shall be governed by section 6 - Price Formula. Contractor shall promptly submit its termination claim to City for payment. If Contractor has any property in its possession belonging to City, Contractor shall account for the same and shall dispose of it in the manner directed by City.

C. Rights of City upon Termination or Expiration of Agreement and Waiver of Claims: Upon expiration or earlier termination of this Agreement, City shall have the right to provide the services by means of its own employees, buses, or equipment, or pursuant to contract with other carrier(s) or otherwise, along the route and within the service area operated by Contractor as provided in this Agreement.

D. For all undisputed payments, in the event City is delinquent in paying Contractor for undisputed payments by more than fifteen (15) days and has received a statement by certified mail, then Contractor may serve a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of notice by City. If City does not correct the delinquency or if its parties do not agree to arbitrate the dispute under the provisions of this Agreement, then Contractor may suspend operations without further notice or penalty on the date indicated by the notice.

15. PERFORMANCE BOND: Contractor will be responsible for the submission of a performance bond prior to the initiation of service. The bond shall be renewed on an annual basis, and the amount of the bond shall be equal to twenty percent (20%) of the fixed cost component for the given year as identified in service contract. The bond shall be a performance bond or a certificate of deposit issued in the name of the "City of Madera." Other performance bond arrangements are subject to the approval of City. Contractor shall maintain the performance bond during the life of the Agreement.

16. LIQUIDATED DAMAGES: Contractor's failure to perform contractual service obligations shall result in the assessment of liquidated damages at the rate of $100.00 per day for each day of non-compliance/non-performance of administrative reports and at a rate up to $500.00 per day for operational non-compliance/non-performance except as otherwise specifically identified in the RFP as Exhibit 5 - City of Madera Transit Performance Standards, Incentives and Penalties of the RFP referenced in this Agreement in which case the later shall govern. City shall assess liquidated damages within ninety (90) days of the alleged failure or forfeit its right to assess such liquidated damages. No liquidated damages shall be assessed for service failures resulting from factors outside the scope of control of Contactor, including, but not limited to, weather, road construction or traffic delays.

17. COMMUNICATIONS: All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to City: Grants Administrator
CITY OF MADERA
205 West 4th Street
Madera, California 93637
(559) 661-3690

If to **Contractor**: Contract Administrator
First Transit, Inc.
(use local address)

with a copy to: General Counsel
First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202

18. INFORMATION AND DOCUMENTS: All information, data, reports, records, maps, and survey results as are existing, available, and necessary for carrying out work as outlined in the Scope of Work and Agreement hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in every way possible to carry out the work without undue delay.

19. PROPRIETARY RIGHTS: All inventions, improvements, discoveries, propriety rights, patents and copyright made by Contractor under this Agreement shall be made available to City with no royalties, charges or other costs but shall be owned by Contractor. All manuals prepared by Contractor under this Agreement shall be made available to City at no charge but shall be owned by Contractor and shall not be copied, disclosed, or released to City or City's representative or participating organization without prior written consent of Contractor. Reports are excluded from this provision and shall be owned by City. Contractor, however, shall have the right to print and issue copies of these reports. Contractor may make presentations and releases relating to the project. City shall approve papers and other formal publications before they are released.

20. FORCE MAJEURE: Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of Contractor. Such events may include, but are not restricted to acts of God; fire; epidemics; earthquake; flood or other natural disaster; acts of the government; riots; strikes; picketing; labor disputes; labor shortages; war; civil disorder; and unavailability of fuel. No payment, however, shall be made by City to Contractor for such time that service is not provided.

21. SHORTAGES AND DELAYS: In the event that City fails to provide or delays providing items as herein provided, then **Contractor** shall not be responsible for any delays or resulting decline in the quality of service.

22. EMERGENCY PROCEDURES: In the event of a major emergency such as an earthquake, dam failure, or man-made catastrophe, Contractor shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from City is intact, Contractor shall follow instruction of City. If the normal line of direct authority is broken, and for the period while it is broken, Contractor shall make best use of transportation resources following to the degree possible the direction of an organization such as the police, Red Cross, or National Guard, which appears to have assumed responsibility. Emergency use of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. Contractor shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of Contractor's actual costs. Reimbursement for such emergency services shall be over and above "Maximum Obligation" of this Agreement. Immediately after the emergency condition ceases, Contractor shall re-institute normal

transportation services. City agrees to indemnify, hold harmless and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm or corporation, or any other entity resulting from or arising in connection with Contractor providing emergency services to the City. City also agrees to provide insurance for evacuation service at the levels otherwise applicable to this contract.

23. INTERRUPTION OF SERVICE: In the event service required to be performed by Contractor under this Agreement is interrupted for any cause, and scheduled service is discontinued for more than forty-eight (48) hours, City shall have the right forthwith to take temporary possession of all facilities, buses and equipment provided to Contractor by City, and the facilities and equipment supplied by Contractor for the purpose of continuing the service which Contractor has agreed to provide in order that the City can preserve and protect the public interest and welfare. In the event the City does take possession of said Contractor-supplied facilities and equipment, Contractor shall be reimbursed by City for the actual cost of the temporary use of said facilities and equipment that normally would have been incurred by Contractor. City shall have the right to possession of such facilities and equipment and to render the required service until Contractor can demonstrate to the satisfaction of the City that required services can be resumed by Contractor, provided that such temporary assumption of Contractor's obligation under this Agreement shall not be continued by the City for more than one-hundred twenty (120) days from the date such operations were undertaken. Should Contractor fail to demonstrate to the satisfaction of the City that required services can be resumed by Contractor prior to the expiration of the aforementioned one-hundred twenty (120) days, this Agreement shall terminate and the rights and privileges granted in the Agreement shall be cancelled. During the period in which the City has temporarily assumed the obligations of Contractor under this Agreement, City shall pay costs and expenses applicable to said period, and Contractor shall not be entitled to receive payment as provided for in Section 6 herein. Any payments due Contractor for performance under this Agreement for services rendered during a partial monthly period shall be paid to Contractor.

24. AUDIT: Contractor shall permit the authorized representatives of City, County of Madera, California Department of Transportation, the U.S. Department of Transportation, and the Controller General of the United States to inspect and audit all data and records, including financial records, of the Contractor relating to performance under this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof. Any authorized representative of City shall have access to any writings as defined above for the purpose of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, City has the right at all reasonable times to audit, inspect, or otherwise evaluate financial internal controls and work performed or being performed under this Agreement.

25. TRANSPORTATION DATA REPORTING: Contractor shall report transportation data to City in accordance with Level C of the Uniform Financial Accounting and Reporting Elements (FARE) as required under Section 5335 (formerly Section 15) of the Federal Transit Act of 1992 as amended and the California Public Utilities Code, Chapter 4, Section 99243. All transit data reporting should be consistent with National Transit Database (NTD) guidelines and requirements as applicable to the size and nature of the City's transit operations.

26. LICENSES: A license and a Certificate of Public Convenience and Necessity to operate in accordance with this Agreement are hereby granted to Contractor. City and County of Madera hereby expressly waive any franchise or business license fees that City might ordinarily require for operation in accordance with this Agreement.

27. FIDELITY BOND: During the period of time this Agreement shall be in effect, Contractor shall cause its staff personnel to be covered under an appropriate bond providing protection from employee theft up to the amount of Fifty-Thousand Dollars ($50,000) with respect to any one occurrence by Contractor employees.

28. NONDISCRIMINATION:

A. In connection with the execution of this Agreement, Contractor shall comply with Department of Transportation (DOT) Title VI Civil Rights Act of 1964 regulations (49 CFR Part 21) regarding non-

discrimination in federally-assisted programs of the DOT which by this reference are made a part of this Agreement. Contractor shall not discriminate against any employee or applicant for employment or patron because of age, race, religion, color, sex or national origin. Contractor shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to employment; upgrading, demotions or transfers; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor also shall comply with the provisions of Section 1735 of the California Labor Code.

29. DISADVANTAGED BUSINESS ENTERPRISE: This Agreement adopts and incorporates the policy of the Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Agreement.

30. PROHIBITED INTEREST: No member, officer or employee of City during his/her tenure or one year thereafter shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

31. CONFLICT OF TRANSPORTATION INTERESTS: Contractor shall not divert any revenues, passengers or other business from City projects to any taxi or other transportation operation of Contractor.

32. DEBARRED BIDDERS: Contractor, including any of its officers or holders of a controlling interest, is obligated to inform City whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should Contractor be included on such a list during the performance of this project, it promptly shall so inform City.

33. CARGO PREFERENCE: Contractor shall abide by 46 U.S.C. 124(B)(1) and 46 CFR Part 381 which impose cargo preference requirements on shipments of foreign made goods.

34. DEFENSE AND INDEMNIFICATION:

A. Contractor, its agents, officers and employees shall defend, indemnify, and hold harmless City, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the performance of this Agreement by Contractor or Contractor agents, officers, employees, representatives or subcontractors. Contractor's obligation to defend, indemnify, and hold the City, its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. Contractor's obligation under this subparagraph extends to any claim, damage, loss, liability, expense, or other costs to the extent caused in whole or in part by any negligent or wrongful act or omission of Contractor, its agents, employees, supplier, or any one employed by any of them or any one for whose acts or omissions any of them may be liable, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of City, its agents or employees; passenger upon passenger violence; or routing.

B. Contractor's obligation to defend, indemnify, and hold City, its agents, officers, and employees harmless under the provisions of this subparagraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

C. To the extent permitted by law, City shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of resulting from any negligent or wrongful act or omission of City, its officers, or employees, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

D. The scope of Contractor's management services, which are defined in this Agreement, will result in Contractor providing management services involving City's Americans with Disabilities Act (ADA) Program. City acknowledges that City is responsible for adopting policies for the operation of, or to be implemented under, the ADA Program. It is understood that, to the extent that any claims

arise against either party (or any third party) involving ADA compliance issues or arising from Contractor's duties in assisting with the management of the ADA Program, so long as Contractor has complied with or implemented such policies established by City for the operation of such program, all such claims shall be the responsibility of City, and City shall indemnify, defend, and hold harmless Contractor, and its agents from any and all loss or liability, including, with limitation, attorneys' fees, arising from such claims or the defense of such claims.

35. ASSIGNMENT: This is an agreement for the services of Contractor. City has relied upon the skills, knowledge, experience, and training of Contractor, Contractor's firm, associates, and employees of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of City. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of City. Notwithstanding the above, the Contractor may assign this Agreement to a parent, subsidiary, related or affiliated company with written consent of the City.

36. AMENDMENT: This Agreement may be modified, amended, changes added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

37. HEADINGS: The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

38. EXHIBITS: All Exhibits, Attachments and Requirements made part of the City's RFP for transit services are integral parts of this Agreement and are incorporated herein by reference.

39. Independent Contractor: In performance of the work, duties, and obligations assumed by City under this Agreement, it is mutually understood and agreed that City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of Contractor. Furthermore, Contractor shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. City and Contractor shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to Contractor employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold Contractor harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to Contractor or to this Agreement.

40. Compliance With Laws: City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

41. Attorneys' Fees/Venue: In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County.

42. Governing Law: The laws of the State of California shall govern the rights and obligations of the

parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

43. City's Authority: Each individual executing or attesting to this Agreement on behalf of City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

44. Contractor's Legal Authority: Each individual executing or attesting this Agreement on behalf of Contractor hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing corporation in good standing in the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures and that all required Contractor certifications and documentation has been provided to City:

CITY OF MADERA

By _____
Robert L. Poythress, Mayor

ATTEST:
Sonia Alvarez,
City Clerk

By _____

FIRST TRANSIT, INC.

By _____

Title _____

APPROVED AS TO FORM:
Brent Richardson
City Attorney

By _____

ATTACHMENT C

COMPENSATION FORMULA

	FY 15/16 Amount	
FY 15/16 Proposed Operating Budget	**805,000**	
Less: Estimated Total DAR Farebox	40,000	
TOTAL DAR COSTS:	765,000	
County Operating Reimbursement	**490,365**	
County DAR Share @ 64.1% (based on County area passenger miles)		
County Section 5307 Allocation		
(Portion of County Share 322,706)	245,183	1
Reimbursement to City from County TDA	245,182	2
FY 15/16 Proposed Capital Budget	**0**	
County Section 5307 Allocation	0	
Capital Reimbursement to City from County TDA	0	
TOTAL COUNTY NON-CASH REIMBURSEMENT	**245,183**	
TOTAL COUNTY CASH REIMBURSEMENT	**245,182**	
TOTAL COUNTY FY15-16 REIMBURSEMENT	**490,365**	

1 Based on estimated 20.47% County share of urbanized area & estimated FTA apportionment.

2 County to reimburse with State TDA or non-federal local match funds.

REPORT TO CITY COUNCIL

Return to Agenda

Approved by:

Department Director

City Administrator

Council Meeting of: June 17, 2015

Agenda Number: B-4

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING CITY DESIGNEE(S) TO MAKE APPLICATION FOR AND TO SIGN APPROPRIATE DOCUMENTATION FOR FEDERAL TRANSIT ADMINISTRATION (FTA) PROGRAMS, PROJECTS OR GRANTS

RECOMMENDATION:

Staff recommends adoption of a resolution designating certain Staff to submit and administer grant, project, and program applications to the FTA.

DISCUSSION:

The FTA offers a variety of grants, projects, and programs to assist in the provision of local public transportation. This assistance enables our community to provide the Madera Area Express (MAX) bus system, which includes the Dial-A-Ride (DAR) service. Currently, the City receives over $1 million annually from the FTA to fund MAX, including its operational and capital expenses. In order to continue receiving this support, the FTA requires that recipients adopt a resolution designating specific staff to apply for and administer their offerings. Given the substantial resources they provide to our community, Staff urges Council to approve a resolution designating Staff to submit and administer grant, project, and program applications to the FTA.

FINANCIAL IMPACT:

Authorizing Staff to submit applications and accept awards for FTA grants will not impact the General Fund because these funds may only support the City's Transit Program.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Designating personnel to apply for and administer FTA applications directly addresses the objectives of Strategy 115 by ensuring sufficient economic resources to provide for adequate City services and prepare for future growth.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, AUTHORIZING CITY DESIGNEE(S) TO MAKE APPLICATION FOR AND TO SIGN APPROPRIATE DOCUMENTATION FOR FEDERAL TRANSIT ADMINISTRATION (FTA) PROGRAMS, PROJECTS OR GRANTS

WHEREAS, the City of Madera (the "City") is a designated recipient to receive United States Department of Transportation grants through the FTA; and

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the City, and may require the Applicant to provide the local share of the project cost; and

WHEREAS, the City has or will provide all annual certifications and assurances to the FTA required for the project.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The recitals above are true and correct.

2. That the Grants Administrator and City Attorney are authorized to execute and file an application for Federal assistance on behalf of the City of Madera with the FTA for Federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other Federal statutes authorizing a project administered by the FTA.

3. That the Grants Administrator and City Attorney are authorized to execute and file with City applications the annual certifications and assurances and other documents the FTA requires before awarding a Federal assistance grant or cooperative agreement.

4. That Grants Administrator and City Attorney are authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Madera.

5. This resolution takes effect immediately.

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REPORT TO CITY COUNCIL

Return to Agenda

Approved by:

Department Director

City Administrator

Council Meeting of: June 17, 2015

Agenda Number: B-5

SUBJECT: **Consideration of a Resolution Recognizing the San Joaquin River Valley as a Travel and Tourism Destination to Promote Economic Development Opportunities for the City of Madera and the San Joaquin River Valley Region**

RECOMMENDATION: That the City Council adopt the resolution recognizing the San Joaquin River Valley as a travel and tourism destination to promote economic development opportunities for the City of Madera and the San Joaquin River Valley Region.

DISCUSSION: At the June 3, 2015 Council Meeting, Virginia Madueno, representing the San Joaquin River Valley Travel and Tourism Project, gave a presentation to the Council on their efforts to bring together the counties of San Joaquin, Stanislaus, Merced, Madera and Fresno to promote, brand, and market the region as a travel destination. Pursuant to Council direction, a resolution is presented for the Council's consideration in support of this effort.

FINANCIAL IMPACT: There is no financial impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The action promoting economic development opportunities generally supports the four core areas of the Vision Madera 2025 Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RECOGNIZING THE SAN JOAQUIN RIVER VALLEY AS A TRAVEL AND TOURISM DESTINATION TO PROMOTE ECONOMIC DEVELOPMENT OPPORTUNITIES FOR THE CITY OF MADERA AND THE SAN JOAQUIN RIVER VALLEY REGION

WHEREAS, the San Joaquin River Valley is comprised of the counties of San Joaquin, Stanislaus, Merced, Madera and Fresno, and the San Joaquin River Valley project is an ongoing collaboration of the convention and visitors' bureaus from all five counties in the region; and

WHEREAS, the San Joaquin River Valley offers visitors scenic open spaces, mild climate, beautiful rivers, fishing, museums, wine tasting, hiking trails, historic destinations, and agritourism activities; and

WHEREAS, the City of Madera, located in the San Joaquin River Valley region and situated along Highway 99, serves as a gateway to Sierra Foothills and into Yosemite National Park; is surrounded by rich agricultural lands within Madera County; and offers many great amenities as well as cultural and recreational opportunities for its residents and visitors alike; and

WHEREAS, the City of Madera is geographically located just north of the San Joaquin River which offers great opportunities for agritourism and recreational tourism; and

WHEREAS the City of Madera and the San Joaquin Valley on average continue to experience double-digit unemployment and recognize the need to diversify its local economies; and

WHEREAS, travel and tourism in California is a $110 billion industry annually, and in 2014 the San Joaquin River Valley only received $2 billion in travel and tourism revenue according to the State of California Department of Tourism; and

WHEREAS, the City of Madera and the San Joaquin Valley stand to benefit from jobs, economic stimulus, and entrepreneurial activities by embracing and promoting regional travel and tourism as an important component of an economic development strategy; and

WHEREAS, the City of Madera hereby recognizes the San Joaquin River Valley as a regional travel and tourism destination, and congratulates and commends the San Joaquin River Valley project for its advocacy and leadership in advancing regional tourism as an economic development and economic diversification strategy.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City of Madera encourages public and private efforts to advance cooperative regional tourism development efforts among the San Joaquin River Valley and Sierra Foothill governments, business groups, and their communities.
3. The City of Madera may invest funding, as available and only after Council approval, to help promote, brand, and market the San Joaquin River Valley as a regional travel and tourism destination, including but not limited to increased public signage, staff resources, and participating as a stakeholder in collaborative marketing and promotional efforts.
4. The City of Madera invites the San Joaquin River Valley tourism project to report regularly to the Madera City Council on its progress and opportunities for economic growth from tourism across the San Joaquin River Valley.

5. A letter along with a copy of this resolution shall be sent to all the City Councils, County Board of Supervisors, School Boards, and State and Federal legislators in the San Joaquin River Valley urging them to adopt a resolution of support.
6. A letter along with a copy of this resolution shall be sent to the President, Governor of California, and its State and Federal legislators in the San Joaquin River Valley urging support and funding for the further development of the San Joaquin River Valley as a regional travel and tourism destination.
7. This resolution is effective immediately upon adoption.

* * * * * * * * *

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 17, 2015
Agenda Item Number B-6

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH BEDROCK ENGINEERING FOR PROFESSIONAL SURVEYING AND ENGINEERING SERVICES TO THE CITY OF MADERA FOR THE OLIVE AVENUE WIDENING, GATEWAY DRIVE TO KNOX STREET, PROJECT

RECOMMENDATION:

That the City Council approves Resolution No. 15-_____:

1. Approving the Agreement with Bedrock Engineering.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement with Bedrock Engineering (the Engineer) is for field surveys and engineering services to include the preparation of Plan-Profile Sheets, Right of Way Sheets and Topographic Sheets for use by City Staff in preparing the construction plans for the subject project. The agreement total amount is $53,500 that includes $38,000 for basic services, $4,000 for extra services with approval of the City Engineer, and $11,500 for optional right of way services, if needed.

DISCUSSION:

The Project generally consists of constructing Olive Avenue to City Standards for an Arterial Street that will provide a four lane divided street with bike lanes and a raised median. The Official Plan Line adopted by City Council in 1997 provides a right of way width of 100 feet between Gateway Drive and Knox Street.

A Request for Proposal (RFP), for Professional Surveying and Engineering Services was sent to four firms that were selected from our list of qualified local firms. The firms were Giersch & Associates, Michael Sutherland & Associates, Bedrock Engineering and Precision Engineering. Giersch & Associates declined to submit a proposal, and Michael Sutherland & Associates did not submit a proposal.

The Selection Committee consisting of three City Engineering staff reviewed, evaluated and ranked the proposals based on three criteria listed in the RFP that included Personnel related Project Experience, City Street Surveying and Design experience, and Approach to Work Tasks/Schedule. Bedrock Engineering received the highest ranking and is hereby recommended for council approval.

The agreement with Bedrock Engineering is for field surveying and CADD services and for engineering services to provide the basic plan sheets for City staff to prepare the construction plans.

The Olive Avenue Widening Project between Gateway Drive and Knox Street (the Project) is included in the 2014/15 Capital Improvement Program and Measure "A" funding is available for project design and environmental services. Construction is currently programmed for Fiscal Year 2017/18.

FISCAL IMPACT:
There is no fiscal impact to the City's General Fund. The project is funded and included in the adopted City's FY 2014/15 CIP Budget.

The funding source for project design and environmental work is in the City's allocation of Measure "A" – bearing Account Number: 9140-5086.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN
Action 126 - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing. The requested action is for improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

RESOLUTION NO. 15-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH BEDROCK ENGINEERING FOR PROFESSIONAL SURVEYING AND ENGINEERING SERVICES TO THE CITY OF MADERA FOR THE OLIVE AVENUE WIDENING, GATEWAY DRIVE TO KNOX STREET PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has initiated the design phase of the Olive Avenue Widening Project between Gateway Drive and Knox Street (the Project); and

WHEREAS, the funding for design and environmental work on the Project is included in the 2014/15 Budget, Capital Improvement Program; and

WHEREAS, field surveying, CADD and engineering services by a professional engineering firm is required for the design phase of the Project; and

WHEREAS, Bedrock Engineering has the professional skills to perform the necessary services, and City desires to retain Bedrock Engineering; and

WHEREAS, the Agreement with Bedrock Engineering for such professional surveying and engineering services is recommended for approval and a copy of such agreement is on file in the Office of the City Clerk.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA, HEREBY, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Agreement with Bedrock Engineering for professional surveying and design services for an amount not to exceed $53,500, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * * * * *

AGREEMENT WITH "BEDROCK ENGINEERING" FOR PROFESSIONAL SURVEYING AND ENGINEERING SERVICES TO THE CITY OF MADERA FOR THE OLIVE AVENUE WIDENING PROJECT FROM GATEWAY DRIVE TO KNOX STREET

This Agreement made and entered into this 17th day of June, 2015 between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY",** and "Bedrock Engineering", located in Madera, CA, hereinafter called "**ENGINEER**".

W I T N E S S E T H

WHEREAS, CITY plans to widen and reconstruct street improvements on Olive Avenue from Gateway Drive to Knox Street, hereinafter called "Project"; and

WHEREAS, CITY needs professional surveying and engineering services to perform engineering surveys, prepare topographic contour plan sheets, right of way plan sheets, and the base plan-profile plan sheets required by the CITY for the design of the project; and

WHEREAS, ENGINEER is qualified and licensed to provide the required professional surveying and engineering services and is knowledgeable of Federal, State and City design and funding requirements and CITY desires to hire ENGINEER for such purposes.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF ENGINEER:

CITY hereby hires ENGINEER to provide surveying, digital mapping, CADD electronic files and other engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

ENGINEER shall provide the professional services set forth in the "Project Work Plan/Tasks & Deliverable Schedule", EXHIBIT A, within the limits of the project as depicted on the "Project Map", EXHIBIT D, attached hereto and incorporated herein by reference.

ENGINEER accepts full responsibility for the scope of services provided by subconsultants necessary for delivery of the project. ENGINEER shall comply with all City of Madera design standards and requirements.

3. PROGRESS MEETINGS:

ENGINEER shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and ENGINEER to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall not exceed two per month during the course of ENGINEER'S work. ENGINEER shall prepare brief minutes of such meetings and submit them to CITY for review and approval.

4. CITY'S OBLIGATIONS

The CITY shall provide the consultant with the following:

a. Provide a Project Manager to work with ENGINEER;

b. Review all submittals timely;

c. Pay all fees for permits;

d. Provide copy of Title Reports and deeds as necessary

5. COMPENSATION

The basic fee based on the Hourly Rate Schedule, EXHIBIT C, attached hereto and incorporated herein by reference, for the scope of work itemized in the Project Work Plan is Thirty Eight Thousand Dollars and no cents ($38,000). CITY and ENGINEER agree that the hourly rates in the HOURLY RATE SCHEDULE, Exhibit C, attached hereto and incorporated herein by reference, shall remain in full force and effect through December 31, 2016. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services, including travel expenses, are included in the basic fee.

Optional services to prepare right of way acquisition legal descriptions may be requested by CITY. The method of compensation and eligible expenses shall be as noted above.

The following payment schedule represents the maximum payable upon ENGINEER'S submittal for the following work:

Survey, CADD & Engineering Services:	Not to Exceed $38,000
Optional Right of Way Engineering:	Not to Exceed $11,500

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of ENGINEER'S monthly invoices for the work performed specified herein. ENGINEER'S invoice shall specify the billed hours and hourly rates for each employee classification. The subconsultants work shall be included on ENGINEER'S invoice with a copy of the subconsultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

In addition to the Optional Services for legal descriptions, CITY agrees to pay ENGINEER for extra services not contemplated hereunder as set forth in the Project Work Plan or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by ENGINEER for an agreed to fixed fee or hourly rate of compensation, provided, however, the City Engineer's authority is limited to expenditures not to exceed an additional amount of Four Thousand Dollars and no cents ($4,000).

8. AUDITS AND INSPECTIONS ACCESS:

ENGINEER shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. ENGINEER shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

ENGINEER 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 work hereunder by the ENGINEER, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the consultant's profession. ENGINEER'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

ENGINEER shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Insurance: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors & Omissions): $250,000 per claim and $1,000,000 aggregate with a deductible not to exceed $75,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the ENGINEER shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the ENGINEER, and with respect to liability arising out work or operations performed by or on behalf of the ENGINEER including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the ENGINEER'S insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the City for specific locations.

2. For any claims related to this project, the ENGINEER'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or designated volunteers shall be excess of the ENGINEER'S insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

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.

E. Acceptability of Insurers

ENGINEER shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

F. SUBCONTRACTORS

ENGINEER shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of ENGINEER are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to ENGINEER, become the property of the City whether the project for which they are prepared is executed or not. ENGINEER shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the ENGINEER on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, ENGINEER shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify ENGINEER for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on a Notice to Proceed date of June 25, 2015, ENGINEER shall complete the work as shown in EXHIBIT B, Project Manpower and Task Schedule with the following milestones:

Surveying Phase	July 25, 2015
CADD Services	August 28, 2015
Deliverables	September 4, 2015
Optional Right of Way Services	Two Weeks

The above schedule includes a one week review period by the CITY for CADD Services and Deliverables.

B. ENGINEER shall not be held responsible for delays caused by CITY review or by reasons beyond ENGINEER'S control. Also ENGINEER shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of ENGINEER to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to ENGINEER or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 13.

D. ENGINEER shall complete all services required under this Agreement and this Agreement shall expire on December 31, 2016, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, ENGINEER shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by ENGINEER;
2. A failure by ENGINEER to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by ENGINEER to CITY.

In no event shall any payment by CITY or acceptance by ENGINEER constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of ENGINEER the repayment to CITY of any funds disbursed to ENGINEER under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by ENGINEER for approval to the end that there will be no significant delays in ENGINEER'S program of work. An approval, authorization or request to ENGINEER given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

ENGINEER shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER, its officers, subconsultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

15. RESPONSIBILITY FOR OTHERS:

ENGINEER shall be responsible to CITY for its services and the services of its sub consultants. ENGINEER shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

ENGINEER shall be obligated to comply with applicable standards of professional care in the performance of the Services. Engineer recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, ENGINEER, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. ENGINEER shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by ENGINEER under this Agreement, it is mutually understood and agreed that ENGINEER, including any and all of ENGINEER'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or

method by which ENGINEER shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that ENGINEER is performing its obligations in accordance with the terms and conditions hereof. ENGINEER and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, ENGINEER shall have absolutely no right to employment rights and benefits available to CITY employees. ENGINEER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or ENGINEER may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

ENGINEER shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of ENGINEER'S services. ENGINEER may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or

codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

24. ENGINEER'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of ENGINEER hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that ENGINEER is a duly organized and legally existing corporation in good standing in the State of California

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA
Engineering Division

205 W. 4th Street
Madera, CA 93637
Attention: City Engineer

CONSULTANT
Bedrock Engineering

P.O. Box 25783
Fresno, CA 93729
Attention: Dave Hartley, PE

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between ENGINEER and CITY respecting the Project and correctly sets the obligations of the ENGINEER and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * * * * * * * * *

CITY OF MADERA

By: _____
Robert L. Poythress, Mayor

BEDROCK ENGINEERING

By: _____
Dave Hartley, PE, Principal in Charge
CE 57321

26-2961689
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A
PROJECT WORK PLAN TASKS & DELIVERABLES

EXHIBIT B
PROJECT MANPOWER & TASK SCHEDULE

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT D
PROJECT MAP

EXHIBIT A

PROJECT WORK PLAN / TASK & DELIVERABLES

1. Meeting with City Staff / Compile and Review Project Information

An initial meeting will be held with the City Engineer and other key personnel in order to confirm the scope of the survey work to be performed, the project schedule, budgetary constraints, and coordination procedures. Any existing project information, including official plan line maps, as-built plans, utility plats, title reports, and traffic study reports, will be compiled and reviewed. Bedrock will obtain the City's standard CAD templates, survey point codes, layers, object blocks, title blocks, etc. for use in preparing the plan and profile drawings. Underground Service Alert will be contacted to mark the underground utilities in the vicinity of the site. (Note: If any underground utility locating is required outside the areas marked by USA, Bedrock has in-house staff and equipment to perform that work.)

2. Perform Field Work for Topographic Surveys / Control and Right-of-way Surveys

Topographic and control surveys will be conducted to locate existing surface features within the project areas as needed for engineering design. The City of Madera's benchmark system shall be used unless otherwise directed by the City Engineer. As necessary, existing monuments shall be located to determine section and right-of-way lines. Existing right-of-way lines will be shown on the plan and profile drawings in accordance with found monuments, existing improvements, and record information from recorded maps and City right-of-way plats.

In addition, the following specific work shall be performed:

- Obtain topographic data from street centerline to approximately 30' beyond the proposed 100' right-of-way on each side of Olive Avenue at 25' cross-section intervals from Gateway Drive to Knox Street (Note: as already discussed with City staff, collecting data at all grade breaks and at 50' cross-section intervals should be adequate for the portion of Olive Avenue between Roosevelt and Knox, except for the southwest corner of Knox and Olive where additional detail will be needed)
- Obtain additional topographic data at street intersections 50' beyond the proposed right-of-way of Olive Avenue; 300' beyond the proposed south right-of-way of Olive Avenue at its intersection with Gateway Drive; 200' beyond the proposed north right-of-way of Olive Avenue at its intersections with Gateway Drive, E Street, 14th Street, C Street, and Roosevelt Avenue; 50' east of Knox Street; and 200' west of Gateway Drive.
- Obtain topographic data within the UPRR right-of-way extending 200' beyond the proposed Olive right-of-way and coordinate work with UPRR
- Exhibit D (Project Map) is included as a graphical representation of the work limits
- Obtain profile grades at all driveways and walkways at 10' cross-section intervals, 20 feet beyond the existing right-of-way
- Search for the four property corners at all street intersections (Note: Tying out existing monuments, resetting missing monuments, and filing corner record(s) or a Record of Survey will be considered extra work)
- Locate all trees within 10 feet of the proposed right-of-way

- Identify garages within 25 feet of the proposed right-of-way
- Identify landscape irrigation systems within the limits of the proposed 100' right-of-way
- Locate all visible utilities, including valve covers, manholes, drainage inlets, USA markings, and other utilities within the proposed 100' right-of-way
- Establish temporary benchmarks to be used for design plans and construction

3. Office Engineering and Surveying / CAD Services / Prepare Preliminary Plan Sheets / Required Right-of-way Services

Bedrock's office survey staff will analyze the field survey data and establish actual positions for the section lines, calculate record property boundaries, and the official plan lines. Base map drawings will be prepared in accordance with the City's CAD standards. Photo overlays will be provided as necessary utilizing the latest USDA NAIP Ortho photos or other available imagery. Both Adobe Reader files (.pdf) and AutoCAD Civil3D 2014 files (.dwg) will be provided for the City's use. Unless otherwise instructed, all final plan sheets will be prepared on 24"x36" paper using City standard title block(s) with North oriented to the top of the page. Separate profiles will be provided for existing crown, centerline, edge of pavement, top of curb, and/or gutter flowline as required for engineering design.

Specifically, the plan sheets / CAD drawings to be delivered will include:

- Civil 3D 2014 base map (electronic format)
- Topographic contour plan sheets at 1"=20' with dual profile strips - estimated to be 3 sheets (hard copy and electronic format)
- Right-of-way plan sheets with 400' wide photo overlay at 1"=30' showing existing and proposed right-of-way lines and the entirety of each parcel where additional right-of-way may be needed - estimated to be 3 sheets (hard copy and electronic format)
- Plan and profile sheets at 1"=20' with proposed right-of-way and all existing topographic data, centerline, gutter lip and top of curb grades, and with elevations noted at the end of each curb return - estimated to be 6 sheets (hard copy and electronic format)
- A digital terrain model (DTM) of the existing surface (electronic format in Civil 3D 2014)

David Hartley, RCE, Bedrock's civil engineering project manager, will oversee the project and provide progress reports to City staff. He will also provide quality assurance reviews of all deliverables to ensure City requirements and standards are met prior to submittal. Engineering assistance for the Olive Avenue project, including in-house civil design, drafting of the City's design, and/or recommendations for layout of sheets, required details, cross-sections, notes, etc., can be provided upon request.

4. Prepare Final Plan Sheets

The preliminary plan sheets will be revised to incorporate City comments. These final documents will then be submitted to City staff for civil design of the proposed improvements.

5. Optional Right-of-way Services / Exhibit Maps and Legal Descriptions / Corner Record(s) / Record of Survey

Bedrock will prepare exhibit maps for each parcel where additional right-of-way is required. Typically, documents will be printed on standard 8 1/2" by 11" paper at an appropriate scale. Legal descriptions for the rights-of-way to be dedicated, along with closure calculations for City review, will be provided for each dedication. It is estimated that up to 16 dedications may be required. If necessary, Bedrock will prepare corner record(s) or a Record of Survey as required by the Professional Land Surveyor Act.

6. Record of Survey / Corner Records (if required)

Prepare and file a Record of Survey and/or Corner Records as required by Sections 8762, 8771 and 8773 of the Professional Land Surveyors Act. These documents may or may not be required depending on the results of the field surveys.

EXHIBIT B

PROJECT MANPOWER SCHEDULE

	Estimated man-hours by staff classification				
Task	2-man field crew	1-man field crew	LS Tech	LS	PLS/PCE
Meeting with City Staff / Compile and Review Project Information			8	2	2
Topographic Surveys	8	72		8	4
Control and Right-of-way Surveys		24		8	4
Office Engineering and Surveying / CAD Services / Prepare Preliminary Plan Sheets / Required Right-of-way Services			100	40	8
Prepare Final Plan Sheets			12	2	2
Optional Right-of-way Acquisition Services - Exhibit Maps and Legal Descriptions			64	32	24

BEDROCK ENGINEERING
A solid foundation for your next project

P.O. Box 25783, Fresno, CA 93729
559.645.4849 fax: 559.645.4869
www.bedrockeng.com

EXHIBIT C

HOURLY RATE SCHEDULE

Proposed Fee for Olive Avenue Widening Project

Bedrock Engineering proposes to complete the basic land surveying and civil engineering consulting services described in the RFQ response (Tasks 1-4) on a "time and materials" basis according to the fee schedule below, not to exceed $38,000. If work for Item 5 (Optional Right-of-way Acquisition Services) is included, Bedrock proposes a total not-to-exceed amount of $49,500. If work for Item 6 (Record of Survey / Corner Records) is required, Bedrock proposes to perform that work on a "time and materials" basis according to the fee schedule below or on a separately negotiated lump sum fee once the scope of services is determined. It is assumed that the City will pay all required fees and will provide deeds and title reports as needed, at no cost to Bedrock Engineering. The rates listed below will remain in effect for the duration of the project.

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal Civil Engineer / Principal Land Surveyor	$125.00
Registered Civil Engineer / Professional Land Surveyor	$100.00
Engineering / Land Surveying Technician	$85.00
Administrative Assistant / Clerical	$50.00
Principal Expert Witness Testimony	$300.00

FIELD CREW (prevailing wage in all counties)	HOURLY RATE
One-person crew with robotic total station	$175.00
One-person crew with GPS unit	$200.00
One-person crew with GPR and electromagnetic pipe & cable locator	$175.00
One-person crew with Riegl Z390i laser scanner	$300.00
Each additional crew member	$125.00
Mobilization fee (per trip; based on project location)	TBD

EXPENSES	RATE
Plotting and reproduction services	Direct cost + 15%
Transportation	$0.75 per mile
Lodging and meals	Direct cost + 15%
Postage	Direct cost + 15%
Subconsultants	Direct cost + 10%

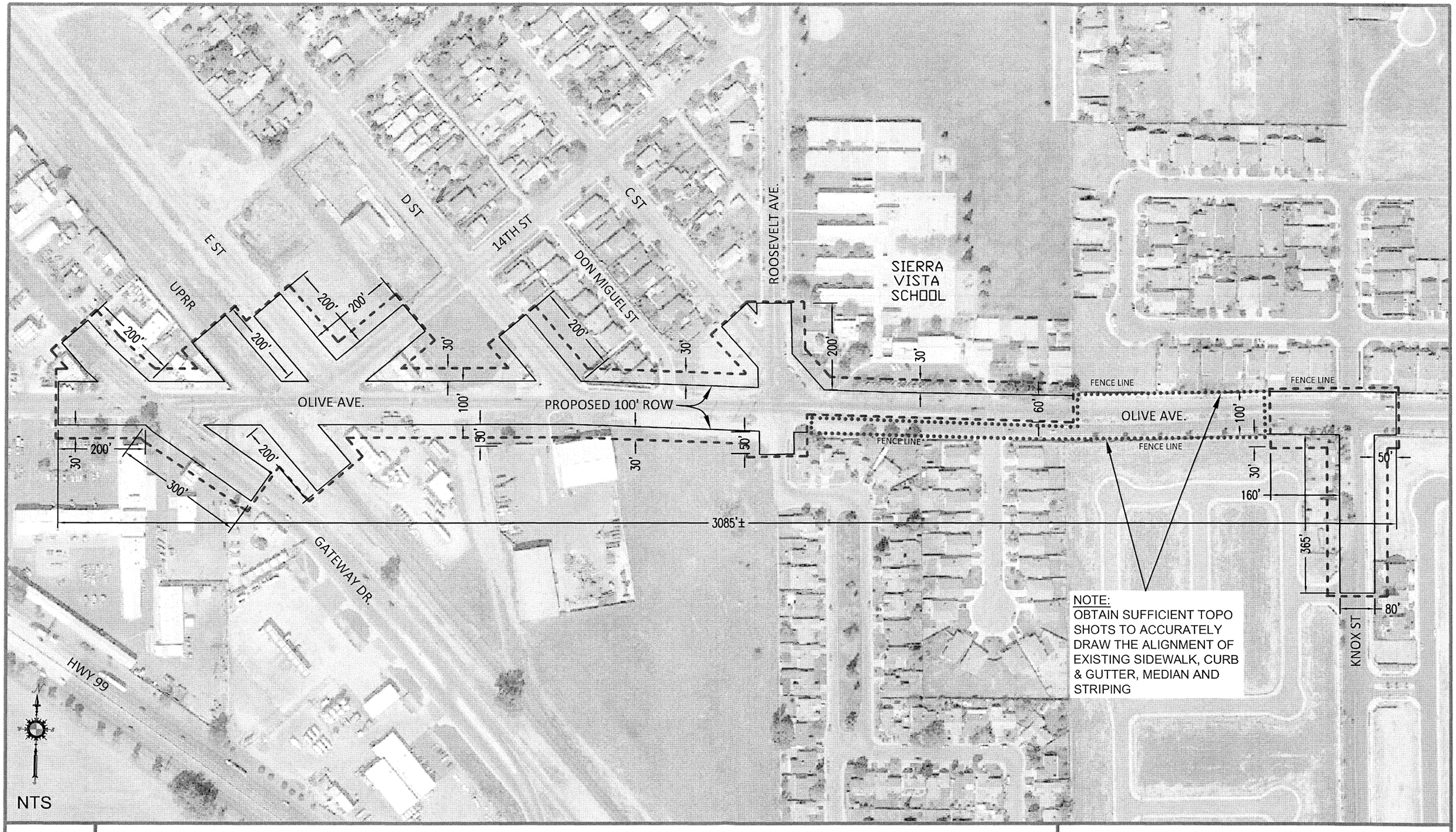


EXHIBIT D
PROJECT MAP

Olive Avenue Widening - Gateway Dr. to Knox St. - City Project No. ST 14-07

The City of MADERA VALLEY CENTRAL

PROJECT LIMITS

LIMITS OF TOPO SURVEY

SEE NOTE ABOVE

REPORT TO CITY COUNCIL

Return to Agenda

Approved by: _____
Department Director

_____
City Administrator

Council Meeting of: June 17, 2015
Agenda Item: B-7

SUBJECT: Consideration of a Resolution Consenting to the Inclusion of Properties within the City's Jurisdiction in the California HERO Program to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving an Amendment to a Certain Joint Powers Agreement Related Thereto.

RECOMMENDATION:

Staff recommends that Council adopt a resolution consenting to join the California Home Energy Renovation Opportunity Program (HERO) and approving an amendment to a related joint powers agreement.

SUMMARY

The California Legislature passed Assembly Bill (AB) 811 into law on July 21, 2008. This law authorizes a legislative body to designate a local area within which authorized public officials and willing property owners may enter into voluntary contractual assessments to finance the installation of renewable energy sources, energy efficiency improvements, and water conservation measures. The costs of financing these improvements are recovered through regular property tax assessments.

The HERO Program has proven very successful in Western Riverside County, since its launch in late 2011. The program has approved over $842 million in applications and has funded over $206 million in projects. Because of its success, HERO serves as a turnkey alternative to save other California jurisdictions time and resources in developing their own programs. Council need only adopt the resolution accompanying this staff report and approve the attached amendment to the joint exercise of powers agreement to begin the program within the City of Madera.

DISCUSSION

The HERO Program provides property owners in participating cities and counties with the opportunity to finance renewable energy projects as well as energy and water efficiency improvements. Participation in the HERO program is 100% voluntary. If a property owner chooses to participate, the improvements to be installed will be financed by the issuance of bonds by the Western Riverside Council of Governments ("WRCOG'). These obligations become secured by voluntary contractual assessments levied on participating properties. Property owners who wish to participate in the program agree to repay the money through these voluntary contractual assessments, which are collected together with their regular property taxes.

The benefits to the property owner include:

Eligibility: In today's economic environment, alternatives for property owners to finance such improvements may not be available. As such, many property owners do not have options available to them to complete these projects.

Savings: Energy prices continue to rise and selecting energy and water efficient appliances along with renewable energy sources will lower utility bills.

Voluntary Participation: Property owners can choose to participate in the program at their discretion.

Payment Obligation Remains with the Property: While most private loans are due on sale of the benefited property, these voluntary contractual assessments usually stay with the property upon transfer of ownership. However, certain mortgage providers will require the assessment to be paid off at the time the property is refinanced or sold.

Prepayment option: The property owner can choose to pay off the assessments at any time subject to applicable prepayment penalties.

Despite these significant benefits, Staff did note certain limitations in the HERO program that Council should consider. For instance, the program currently assesses an annual interest rate of 6-8%, which materially exceeds the rates available from most retail lenders. Further, the program allows the City to withdraw from HERO with 6 months written notice unless there is any outstanding program indebtedness within the city. Since the durations of HERO assessments coincide with the useful life of the underlying improvements, this could extend the City's commitment to the program for up to 20 years. While concerned about these higher rates and extended participation periods; Staff nevertheless believes the City should afford its residents with the option to independently determine whether the HERO program best meets their needs.

The benefits to the City include:

Increased local jobs

Increased Housing prices (Higher efficiency homes are worth more money)

No Obligations: As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties.

No Administration: All program administration, bond issuance, and bond administration functions are handled by the HERO program. Little, if any, City staff time is needed to participate in the program.

Cost Savings: The City can provide access to the HERO program for its residents without the higher staff costs that an independent program established by the City would require.

As a result of these benefits, Staff urges Council to adopt the proposed resolution, which would enable property owners within our community to participate in the HERO Program and also approves an amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member.

FISCAL IMPACT

There is no negative fiscal impact to the General Fund by participating in the HERO program. All program administrative costs are borne by the WRCOG, which recovers them through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee that is also collected on the property owner's tax bill.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The Vision Plan neither addresses nor conflicts with the City's participation in the HERO program.

RESOLUTION No. 2015-_____

A RESOLUTTON OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

WHEREAS, the Western Riverside Council of Governments (Authority) is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (Act) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (Authority JPA); and

WHEREAS, the Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (Improvements) pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, the City of Madera (City) is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with the Authority in order to efficiently and economically assist property owners in the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Madera as an Associate Member of the Western Riverside Council of

Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The above recitals are true and correct.

2. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

3. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

4. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

5. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

6. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

7. The Mayor is authorized to execute the Agreement on behalf of the City.

8. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

9. This Resolution shall take effect immediately upon its adoption.

****

AMENDMENT TO THE JOINT POWERS AGREEMENT ADDING CITY OF MADERA AS AS AN ASSOCIATE MEMBER OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM SERVICES WITH SUCH CITY

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the ___day of_____, 2015, by City of Madera ("City") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division T, Title I of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members"); and

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the "California HERO Program" pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. **Implementation of California HERO Program within City Jurisdiction.**

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners

participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such a withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers,

employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:
Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, C A 92501 -3 609
Attn: Executive Director

City:
205 W. 4th Street
Madera, CA 93637
Attn: City Administrator

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with

respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____

Executive Committee Chair
Western Riverside Council of Governments

CITY OF MADERA

By:_____ Date:_____

Mayor
City of Madera, California

Updated through June 4, 2013
Revised

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;

b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;

c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and

d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, Western Municipal Water District, and Eastern Municipal Water District, the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, and water district board member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors and the President of each Water District, the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council

member in place of the Mayor, and each water district board, at its discretion, can appoint another board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of the Water Districts on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Water Districts entering into a separate Memorandums of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

a. To appoint, direct and remove employees of the Council.

b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.

c. Serve as Secretary of the Council and of the Executive Committee.

d. To attend meetings of the Executive Committee.

e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion,

resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by

Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required

to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 Water Districts and TUMF Matters.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee ("TUMF") for cities in western Riverside County. The fee was established prior to the Water District's involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August lst of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contribution from Water Districts.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District and the Eastern Municipal Water District. The amount of contributions from these water districts shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental

entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars ($100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party

to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims

relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS; ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy ("PACE") programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an "Associate Member" status that provides membership in WRCOG to local jurisdictions that are outside WRCOG's jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the "PACE Agreement") on the terms and conditions established by

the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

THE WESTERN RIVERSIDE

COUNCIL OF GOVERNMENTS

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
7. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
8. Morongo Band of Mission Indians (membership as an ex-officio, advisory member of WRCOG, 6/4/2013)

Report to City Council

Return to Agenda

Council Meeting of June 17, 2015
Agenda Item Number B-8

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving an Agreement with Central Cal Communications for Products and Services to re-cable Madera City Hall and Engineering Building Data Infrastructure and Authorizing the Mayor to Execute the Agreement.

RECOMMENDATION

Staff recommends Council approve an agreement with Central Cal Communications for Products and Services to re-cable Madera City Hall and Engineering and Authorizing the Mayor to Execute the Agreement.

HISTORY

The City Information Services (IS) department maintains and manages all computer, technology, and network services and infrastructure for the City departments and buildings. During the last five years staff has implemented many improvements to the network to improve the stability, effectiveness, efficiency, and security of our network. We maintain data centers at six different locations around the city, the many servers housed at the datacenters, and the high-speed microwave network which connects the buildings.

As technology improves the speed at which the equipment can transfer data and the amount of data that is generated grows very quickly. The existing internal network infrastructure of the City Hall and Engineering buildings had been "pieced" together as departments grew and moved. This approach has created bottlenecks for the transfer of data and does not allow staff to effectively or efficiently use the newer software and hardware we have recently implemented.

SITUATION

As City staff's need for new technology and data has grown the IS department has continued to add the needed hardware and software to support the growing demand. Unfortunately the current data network infrastructure no longer can support the new technology we have implemented in the last five years. Our current infrastructure

was pieced together as the staff has grown and moved in the city hall and engineering buildings. This infrastructure was adequate seven years ago but with the need today for high speed access to local and cloud based data and servers our delivery of information and services has slowed dramatically. We also anticipate a requirement for additional speed as we prepare to move forward with our new enterprise resource and financial system and future cloud based applications.

City IS staff contacted four local Fresno and Madera contractors who have good reputations for providing these same type of products and services. References for these contractors were researched and IS staff felt that all four of the contractors could meet the requirements of the project. The total cost of the proposals were within $2500.00 of each other. IS staff recommends entering into an agreement with Central Cal Communications for this project. Central Cal Communications is based in Madera County and provides outstanding services to business and organizations in Madera. They are the primary vendor for the County of Madera and have recently completed the data cable infrastructure project for the new Sheriff's facility. They were the second lowest proposal, less than $800.00 over the lowest proposal. Central Cal Communications proposal is for $47,254.68 and IS staff would recommend this cost plus an additional $2,000.00 in contingency funds.

FISCAL IMPACT

There are funds budgeted in the FY 2014-2015 for this project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

This agreement may not directly impact the Vision Plan at this time.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH CENTRAL CAL COMMUNICATIONS FOR PRODUCTS AND SERVICES TO RE-CABLE MADERA CITY HALL AND ENGINEERING BUILDING DATA INFRASTRUCTURE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Madera has been implementing major improvements to their computer systems and networks over the last five years; and

WHEREAS, the City of Madera City Hall and Engineering building data infrastructure can no longer support our current technology needs; and

WHEREAS, the City Staff's need for high-speed access to information and technology continues to grow; and

WHEREAS, the products and services provided by Central Cal Communications will provide the City staff the data network infrastructure needed to meet the technology demands of today and in the future.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The Agreement with Central Cal Communications, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved in an amount of $47,254.68 with an additional $2,000.00 in contingency.

3. The Mayor is authorized to execute the Agreement.

4. This resolution is effective immediately upon adoption.

* *

40571 HWY 41
P O Box 421
Oakhurst CA 93644

Central Cal Communications
Contractor License #981302

559-760-1888

PURCHASE AND SALE AGREEMENT FOR EQUIPMENT & INSTALLATION

THIS PURCHASE AND SALE AGREEMENT is entered into this 17th day of June, 2015, by and between City of Madera (hereinafter "Customer"), 205 West 4th St. Madera CA. 93637 and Central Cal Communications, (hereinafter "Company"), 40571 HWY 41, Oakhurst CA. 93644 P O Box 421 Oakhurst CA. 93644

WHEREAS, Customer desires to purchase such equipment as listed on Proposal #667A

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement, under seal, as follows:

1. **Sale of Equipment**. Company hereby sells to Customer and Customer hereby purchases from Company the equipment described on Proposal #667A attached hereto and incorporated herein, and licenses the software contained therein (hereinafter "Equipment").

2. **Purchase Price**. Customer shall pay to Company for the Equipment and for all obligations specified herein, as full and complete consideration therefore, the sum of ($47,254.68) (hereinafter "Purchase Price").

3. **Payment**. Payment of the Purchase Price shall be made by Customer to Company in accordance with the following schedule:

A. Fifty Percent (50%) of the Purchase Price upon mutual agreement of the job being 50% completed;

B. Fifty Percent (50%) of the Purchase Price upon completion of installation;

Customer initials_____

All invoices submitted to Customer by Company shall list the items of Equipment purchased thereunder in the same sequence used in Customer's Purchase Order for such Equipment. Customer's Purchase Order Number shall appear on all invoices submitted to Customer hereunder.

4. **Installation**. Company shall install the Equipment at the Installation Site in accordance with the installation schedule set forth in Proposal #667A attached hereto and incorporated herein (the "Installation Schedule"). Company shall be responsible for all costs associated with delivery and installation of the Equipment. Time is of the essence to this Agreement.

5. **Cable.** All cable shall be clearly and neatly labeled on each end of the cable and on the patch panel and the outlet.

6. **Testing and Certification**. Upon completion of installation of the Equipment, Company shall perform prescribed tests to determine that the Equipment is operating in conformance with Company's published performance specifications for the Equipment and any other requirements agreed to by the parties.

7. **Notices.** All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United State Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel or other nationally recognized overnight carrier. No revision or modification of this Agreement shall be effective unless in writing and executed by authorized representative of both parties.

8. **Insurance.** Company shall carry and at all times maintain in full force and effect, at its sole expense, policies of general liability and product liability insurance in the minimum amount of One Million Dollars ($1,000,000) for each claim for each policy year. Company shall provide at least thirty (30) days written notice to Customer prior to cancellation of any policy.

9. **Hazardous Areas & Materials.** Customer shall inform Company, before installation begins, of every location where Company should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Company will cease work until Customer has obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Company personnel or others. In no case shall Company be liable to Customer or third parties for discovery, exposure, removal, or cleanup of asbestos or other hazardous material.

Customer initials_____

10. **Warranty.** For a one (1) year period from date of completion (the "Warranty Period"), Company warrants that the Equipment provided to Customer pursuant to this Agreement shall be free from defects in material, manufacturing workmanship, and that the Equipment will operate in conformance with the Specifications set forth.
Insurance Requirements

11. **Contractor Insurance.** 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 work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- $1,000,000 Automobile Liability per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- $1,000,000 Employer's Liability per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided with one of two endorsement options: 1) in the form of an additional insured Endorsement to the Consultant's insurance, or as a separate owner's policy

Customer initials_____

(CG 20 10 11 85 or its equivalent language) OR 2) a CG 20 37 10 01 along With CG 20 10 10 01 endorsement forms or their equivalent language. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.
- 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.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the contractor, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

Contractor shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish

Customer initials_____

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

12. **City of Madera Business License Status.** Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Should the bidder already have his/her license, please include a copy with your submittal.

13. **Consultant's agreement to hold harmless and insurance requirements.**

- Independent contractor. In the furnishing of the services provided herein, the Consultant is acting as an independent contractor and not as an employee of the City.

- Indemnification and Waivers. Consultant shall indemnify, save, protect, and hold harmless the City of Madera, the members of the City Council of said City and all other officers, volunteers and employees of said City against and from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of Consultant's operations under the terms of this Agreement, or extension thereof, or by Consultant's failure to comply with any of the terms or provisions of said Agreement. Consultant shall and does hereby waive any claim against the City of Madera, its officers, volunteers and employees, for any damage to equipment or other property connected with Consultants operations under this Agreement arising from any cause.

Customer	Company
Robert L. Poythress, Mayor	Central Cal Communications
_____	_____
Signature	Signature
_____	Ed Moore
Printed Name	Printed Name
_____	_____
Date	Date

Return to Agenda

Report to City Council

Council Meeting of June 17, 2015
Agenda Item Number B-9

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving an Agreement with Info-Tech Research Group Inc. for Research and/or Consulting Services to Assist the City of Madera Information Services Department with Project and Product Research, Creation of Policies and Procedures, and other Various Technology Consulting Services and Authorizing the Mayor to Execute the Agreement.

RECOMMENDATION

Staff recommends Council approve an agreement with Info-Tech Research Group Inc. for Research and/or Consulting Services and Authorizing the Mayor to Execute the Agreement.

HISTORY

In addition to maintaining and managing all computer, technology, and network services and infrastructure for City departments and buildings, the City Information Systems (IS) department is responsible for researching and recommending new technology and innovation products and services as well as creating policies, plans, and documents for the City and its' staff.

Information today is readily available with the company Google having become synonymous with doing an Internet search. Today people are inundated with more information than can effectively and easily be sorted through and deciphered. With the volumes of information at hand it is becoming more and more difficult to complete timely research on new products and technology while continuing to provide the expected service level for existing City hardware, software and systems. It also becomes more difficult to ensure that the recommendations, policies, research papers, and technology plans composed have accurate and up to date information. The Internet has become a powerful tool but not all information provided is accurate nor can it be sifted through in a timely manner.

SITUATION

As City staff's need for new technology has grown the IS department continues to be looked upon for leads and recommendations on new technology. In completing its

due diligence in researching technology IS finds itself spending an increased amount of time completing this research due to the huge growth in information made available through the Internet. IS is also asked to create documents to help the City support, maintain, and plan its use of technology. These documents also require research efforts that become more difficult as the amount of information available grows. As an example, IS staff has been researching virus protection software to replace the City's current solution. Staff estimates over 120 hours was spent researching the large number of virus protection solutions on the market. With a competent research and analysis partner, staff believes this project could have been completed in less than 40 hours. IS has a number of projects similar to this throughout the year and believes the projects would also benefit from research assistance.

There are a number of companies who provide research and analysis services in the field of information technology. The Gartner Group, IDC, Forrester, and Info-Tech are recognized as leaders in this industry. Gartner is probably the best known of these companies as they are the largest company in this industry. City IS staff recognizes the need for these services but also recognize the need to find a "best fit" solution that takes into consideration the City's size, budget, and needs, and weighs those against the attributes of the companies being considered. City IS staff has identified the most pressing needs as assistance in research of new technology, and the assistance in the creation, review, and analysis of policy and planning documents.

City IS staff reviewed services provided by Gartner, Forrester, and Info-Tech. Staff also contacted current customers of each company to receive feedback and levels of satisfaction. All three companies can provide the services requested by IS staff. Staff did find that Gartner and Forrester provided a much larger set of tools and offerings than Info-Tech. Staff then looked at the real needs the City currently has and anticipates having in the next three years and determined that although Gartner and Forrester provided a tremendous number of tools and services and high levels of customer satisfaction, they probably offer much more than City IS staff could use today or in the coming years. The Info-Tech offerings, though not as robust as those of Gartner and Forrester, do meet the City's immediate needs and should meet those needs for the next three years. Gartner's annual fees would cost $30,579.00, Forrester would be $26,927.29, while Info-Tech would cost $4,875.00 annually. Council may note that there is a substantial difference in the cost for Info-Tech's services versus the other companies but IS staff believes that Info-Tech will be able to provide the suite of services we needed to more effectively do research and create the documents needed to support and plan technology in the City.

FISCAL IMPACT

There are funds budgeted in the FY 2014-2015 for this project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

This agreement may not directly impact the Vision Plan at this time.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH INFO-TECH RESEARCH GROUP INC. FOR RESEARCH AND/OR CONSULTING SERVICES TO ASSIST THE CITY OF MADERA INFORMATION SERVICES DEPARTMENT WITH PROJECT AND PRODUCT RESEARCH, CREATION OF POLICIES AND PROCEDURES, AND OTHER VARIOUS TECHNOLOGY CONSULTING SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Madera's need for technology and innovation continues to grow; and

WHEREAS, the increased amount of information available online makes it more difficult to find the needed relevant information; and

WHEREAS, the City Information Services Staff has a need for assistance in the timely research of new technology and the analysis of documents to support and plan the City's technology growth; and

WHEREAS, the research and analysis services provided by Info-Tech Research Group Inc. will provide City staff with the assistance needed to meet the technology research and analysis demands of today and in the future.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The Agreement with Info-Tech Research Group Inc., a copy which is on file in the office of the City Clerk and referred to for particulars, is hereby approved in the amount of $4,875.00.

3. The Mayor is authorized to execute the Agreement.

4. This resolution is effective immediately upon adoption.

* *

INFO~TECH
RESEARCH GROUP

U.S. Master Services Agreement – Info-Tech Research Group, Inc.

This Master Services Agreement, dated as of June 17, 2015 (the "Effective Date") is between:

Info-Tech Research Group, Inc., a Delaware corporation ("Info-Tech")
3960 Howard Hughes Parkway, Suite 500, Las Vegas, NV, 89169
Phone: 1-888-670-8889
E-mail: legal@infotech.com
Attention: Legal Department: General Counsel

and

City of Madera, ("Customer")
205 W. 4th Street
Madera CA, 93637
Attention: Ted Uyesaka
Telephone: 559-661-5411
Fax: x
E-mail: tuyesaka@cityofmadera.com

Info-Tech and Customer are each sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

1. Agreement.

(a) Purpose. Customer desires Info-Tech to provide certain Research Services. During the Term, and subject to the terms of this Agreement, Customer will purchase from Info-Tech and pay for, and Info-Tech will provide to Customer, the Research Services described in this Agreement.

(b) Structure. This "Agreement" consists of this Master Agreement and any Service Agreements executed by the Parties. Service Agreements will outline specific Research Services to be provided to Customer by Info-Tech, contract terms and applicable fees.

(c) Order of Precedence. The terms of this Master Agreement will supersede the online Terms of Use.

(d) Customer Purchase Orders. Customer may issue one or more purchase orders or other standard purchase documents to acknowledge orders for goods, services, and/or software, but any such document, and/or Info-Tech's acceptance thereof, is merely for Customer's convenience and no provision of any such document that is inconsistent with, or additional to, the terms of this Agreement will have any effect.

2. Definitions.

In addition to any other definitions contained in this Master Agreement, the following words have the following meanings:

(a) An "affiliate" of, or a person "affiliated" with, a specific person (regardless of whether the term has any particular capitalization) is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.

(b) "Business Day" means a Monday, Tuesday, Wednesday, Thursday, or Friday upon which the United States Federal Reserve System is open for business.

(c) "Customer Materials" means anything in which Customer has any exclusive right vis-à-vis Info-Tech and that Customer provides to Info-Tech into which, or with which, this Agreement requires Info-Tech to integrate, interface, connect, or logically associate the Research Output or the Info-Tech Software.

(d) "Control" (regardless of whether the term has any particular capitalization), including the terms "controlling," "controlled by" and "under common control with"), means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting shares, by contract, or otherwise.

(e) "Include" (regardless of whether the term has any particular capitalization) means "include, without limitation" and "including" (whether with or without an initial capital) means "including, without limitation."

(f) "Info-Tech Inc." means the third party corporation Info-Tech Research Group, Inc., a corporation incorporated under the federal laws of Canada with its headquarters in London, Ontario, Canada.

(g) "Person" (regardless of whether the term has any particular capitalization) means an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a business trust, an unincorporated organization, and/or a unit of government.

(h) "Personnel" means Info-Tech's employees and/or agents or other subcontractors who provide Services on behalf of Info-Tech under this Agreement.

(i) "Research Outputs" means the tangible results of the Research Services including reports, files and summaries.

(j) "Research Services" means those products and services that are available via access to Info-Tech Inc.'s website and require a membership for access by designated Users to the Research Services.

(k) "Services" means the Research Services provided by Info-Tech under this Agreement.

(l) "Specifications" means the specifications of the Services contained in an applicable Service Agreement.

(m) "Third-Party Products" means goods, services, and/or software identified in any part of this Agreement as being the goods, services, and/or software of a third party.

(n) "User" means an individual who is (i) not a competitor of Info-Tech, Info-Tech Inc. or agent of any competitor of Info-Tech or Info-Tech Inc. (ii) an employee, contractor, or other agent of Customer, and (iii) designated by Customer as having access to the Services for benefit of Customer.

3. Term and Termination.

(a) Research Services: this Agreement shall apply for one (1) years from date of signing to all ongoing Research Service Agreements. Most Research Services Info-Tech sells are available upon first access, therefore, these Research Services may not be cancelled at any time during the active term and may be terminated only upon material breach and thirty (30) days written notice to the other party. In the event Customer breaches this Agreement or any supplemental Service Agreement by failing to pay for Research Services, or by exceeding its authorized usage rights to the Research Services, Info-Tech may cause Customer's access to the Research Services to be cancelled. Customer shall remain liable for all fees payable hereunder.

(b) Termination: Info-Tech may unilaterally terminate this agreement if the Customer: (i) is in breach of its obligations hereunder, which breach is incapable of cure or which being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent; or (iii) ceases to carry on business. Customer acknowledges that the ability of Info-Tech to deliver both Research Services on a timely basis is contingent upon Customer providing Info-Tech with required information and resources on a timely basis.

4. Fees.

(a) Fees for Services. The amount to be paid for Services is set forth in the applicable Service proposal. All amounts are subject to the payment of all applicable taxes, unless the Customer supplies appropriate exemption certificates. Customer agrees to pay any taxes imposed or assessed by any governmental organization or agency upon sale or receipt of Research Services, with the exception of any income taxes imposed on Info-Tech.

(b) Payment Terms. Prices are in United States dollars unless otherwise specified in the applicable Service Agreement. Unless otherwise stated in the applicable Service Agreement, payment is due 30 days after invoice date.

(c) Disputed Amounts. Customer may, in good faith and upon a commercially reasonable basis, dispute any amount due under any invoice. Customer must give to Info-Tech notice of the dispute (including a reasonably detailed statement of the basis of the dispute) on or before the date that payment of the disputed amount is due. Customer must participate in good faith in efforts to resolve any such dispute. If the Parties are unable to resolve the dispute within thirty (30) days and Info-Tech so directs, Customer will place the disputed amount in escrow with a mutually-acceptable escrow agent under a mutually-acceptable escrow agreement. The Parties will each pay half of the escrow agent's fees.

(d) Late Payment. If Customer fails to pay any amount due within ten Business Days after the invoice due date, Customer shall also pay to Info-Tech late charges of the lesser of 1.5% per month on the amount past due or the maximum amount allowable under applicable law. In addition, if Customer fails to fully pay any undisputed amounts within 10 Business Days after receiving written notice from Info-Tech specifying that such amounts are overdue, Info-Tech may suspend performance of the Services and/or terminate this Agreement. Any such suspension or termination will not relieve Customer from its obligation to pay past due amounts or late charges. These remedies are in addition to all other remedies of Info-Tech.

5. Provision of Services.

Research Services will be made available by Info-Tech through Info-Tech Inc.'s web sites ("Info-Tech Inc.'s Web sites").

6. Personnel.

(a) Info-Tech reserves the right to use sub-contractors and agents worldwide in order to provide Research Services to Customer. These sub-contractors or agents will be under a written obligation of confidentiality at least as restrictive as that found at Section 12 of this Agreement.

(b) During the Term and for two years subsequent thereto, neither Info-Tech nor Customer shall, without the other Party's written approval, solicit for employment, retain the services of, or employ, directly or indirectly (whether as an employee, contractor, independent agent, or representative of another vendor), any person who is an employee, contractor, or agent of the other Party during the Term who did substantive work under this Agreement. The damages resulting from a breach of this Section 6(b) would be difficult or impossible to determine, so the Parties agree that 50% of the annualized total compensation of the employee, agent, or contractor whose services are obtained in violation of this subsection is a reasonable measure of the direct damages and will be liquidated damages for such violation.

(c) The Personnel shall not for any purpose be considered Customer's employees. Info-Tech will pay all compensation owed to the Personnel and administer the withholding and/or payment of all federal, state and local income and other payroll taxes, workers' compensation, disability benefits, and other benefits that apply to such Personnel. In the event that any taxing or labor authority finds that any of the Personnel are the employees of Customer and that Customer is liable for taxes or insurance associated with the Personnel, Info-Tech will indemnify Customer against such tax and insurance obligations to the extent of the lesser of the actual tax or insurance obligation or the obligation that Info-Tech would have incurred had the same authority deemed such Personnel the employees of Info-Tech.

7. Licenses and Copyright.

(a) Info-Tech Inc. is the owner of all Research Outputs and copyright and all other intellectual property or proprietary rights provided by Info-Tech as part of the Research Services.

(b) Info-Tech will, upon payment in full for the Research Services, grant to Customer a perpetual, non-exclusive, limited license, without right to sublicense, to use the Research Outputs, in the ordinary course of the operation of Customer's business (and, in any case, not for the benefit of any third party). For the avoidance of doubt, the Research Outputs are, and will remain, Info-Tech's Confidential Information and Customer may not share or disclose the Research Outputs with any third party except at expressly stated otherwise in this Agreement. Except as outlined in Sections 10 and 11 of this Agreement, Customer shall not directly or indirectly copy, reproduce, or create derivative works of Research Outputs or Research Services and may not resell to or allow its use

by any third parties in whole or in part without the express written consent of Info-Tech.

8. Access to Research Services:

Any Service Agreement for Research Services shall set forth how many Users will have access ("Membership") to the Research Services. Customer is liable for all acts or omissions of each User just as though Customer had committed or omitted the act or omission of each User. Customer shall establish and enforce appropriate security measures to limit access to the Research Services to authorized Users. Users shall advise Info-Tech immediately if they discover that their password has been compromised. Customer may not use the Research Services in any manner that violates this Master Agreement or any applicable laws or, subject to Section 14 ("Assignment"), sublicense, sell or assign this Master Agreement. In an internal network environment a Membership is required for each Customer employee that has access through the network to Research Services. Customer is prohibited from providing access to third parties and to any non-licensed employee.

9. Changes to Services.

(a) Research Services: Info-Tech may change or discontinue any aspect of the Research Services at any time, including content or features. Info-Tech also reserves the right to change the terms and conditions applicable to use of the Research Services. Such changes shall be effective immediately upon notice. Use of the Research Services after notice shall be deemed to be acceptance by User of such changes.

10. Internal Use of Research Services.

Users are entitled to make a single copy of individual research documents for Customers' personal archival use and Customer may make a copy or slide of each spreadsheet, graphic, table, or portion of text contained in the Research Services for internal presentation purposes only provided the a copyright notice and date of publication is affixed thereto as directed by Info-Tech. The User may however forward individual research documents within employee workgroups for decision support. Acting as a librarian is strictly prohibited. The User may download any policies, templates or tools for wider internal use. The User may alter the policy, template or tool and remove any copyright, trademark or other notices. Inquiries regarding permission to copy or use the Research Services in any other manner should be directed to Info-Tech's Public Relations department.

11. External Use of the Research Services.

Users may not reproduce or distribute Research Services externally without Info-Tech's prior written permission, except if (a) the research document to be distributed is a Request for Proposal (RFP) template being sent to potential vendors or (b) Customer purchases a reprint for an individual research document and if the document is used in its entirety. Customer may excerpt from the Research Services only if Customer obtains the prior written approval of Info-Tech Public Relations. Customer must comply with a citation policy when using any research externally. The citation policy can be found at the following website: [insert hyperlink]. Customer may not store Research Services on any information storage and retrieval system.

12. Confidentiality.

(a) "Confidential Information" Defined. "Confidential Information" of a Party means any information belonging to, or held by, the Party, whether fixed in a tangible medium or otherwise, that is:
  (i) Not readily ascertainable by proper means by third parties; and
  (ii) The subject of efforts by the Party that are reasonable under the circumstances to keep it from becoming readily ascertainable by proper means by third parties.

  The Research Outputs and Research Services will be Info-Tech's Confidential Information.

(b) Confidentiality Generally. Each Party, as a receiving Party, will do the following things with regard to the Confidential Information of the other Party:
  (i) Prevent the disclosure of the Confidential Information by the receiving Party and each of the receiving Party's employees, agents, and/or professionals to any third party other than as permitted under this Agreement.
  (ii) Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the "Purpose").
  (iii) Disclose the Confidential Information only to such of the receiving Party's employees, agents, suppliers and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing Party with regard to, the Purpose.
  (iv) Cause each employee, agent, or professional to whom the receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. Each professional, such as a lawyer or an accountant, actually retained by the receiving Party in a professional-client relationship will be deemed under an adequate obligation of confidentiality for the purposes of this Agreement so long as the law recognizes an obligation of confidence actionable by the receiving Party under law without a separate contractual obligation.
  (v) Return or destroy all written or other tangible copies of Confidential Information in the receiving Party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing Party's request.

(c) Exceptions. Nothing in this Agreement will prevent the receiving Party from disclosing Confidential Information to the extent that:
  (i) It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving Party;
  (ii) It is necessary to disclose the Confidential Information to Info-Tech's third party supplier or affiliates for the purpose of providing the Services as contemplated by this Agreement, the Customer agrees in writing to the disclosure and the third party or Affiliate is under a duty of confidentiality at least as restrictive as the one found herein;
  (iii) It is received from a third party that is not under an obligation of confidentiality of which the receiving Party knew or had reason to know;

(iv) It was independently developed by the receiving Party without use of the Confidential Information; or

(v) It is required by law to be disclosed, provided that the receiving Party provides to the disclosing Party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing Party, at the disclosing Party's expense, such reasonable assistance as the disclosing Party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.

When construing these exceptions with respect to the Research Outputs, the Parties acknowledge that, although many individual elements of the Research Outputs might fall into one or more of the above exceptions, the combination and/or relationship of various elements of the Research Outputs are greater than the sum of such parts. The Parties indent that such principle be given broad effect in construing these exceptions.

(d) Injunctive Relief. Because unauthorized use or disclosure of Confidential Information might result in immediate and irreparable injury to the disclosing Party for which monetary damages might not be adequate, in the event that the receiving Party or any officer, director, employee, agent, professional, or subcontractor of the receiving Party uses or discloses Confidential Information or, in the disclosing Party's reasonable opinion, any such person is likely to use or disclose Confidential Information in breach of the receiving Party's obligations under this Agreement, the disclosing Party will be entitled to seek equitable relief, including temporary and permanent injunctive relief and specific performance. The disclosing Party will also be entitled to recover any pecuniary gain that the receiving Party realizes from the unauthorized use or disclosure of the disclosing Party's Confidential Information. The rights in this Section 12(d) are in addition to any other rights of the disclosing Party under this Agreement, at law, or in equity.

(e) Duration of Confidentiality Obligations. The confidentiality obligations under this Agreement will continue after disclosure of each item of Confidential Information for the longer of:

(i) The time during which the Confidential Information remains a trade secret (as that term is defined in the Uniform Trade Secrets Act) of the disclosing Party; or

(ii) Five years after the termination of this Agreement.

13. User Submissions for Research Services.

The Research Services include the ability for clients to contribute content for publication on Info-Tech Inc.'s Web sites. If a User's account is used to submit, post, or add content to Info-Tech Inc.'s Web sites, (collectively, "User Submissions"), User agrees to accept sole responsibility for those User Submissions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein.

When a User provides any User Submission, User grants Info-Tech, Info-Tech Inc. and its affiliates, and partners, a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish such User Submission, and subsequent versions thereof. Users agree that they will not attempt to enforce any so-called "moral rights" in their User Submission against Info-Tech, its supplier, affiliates, and/or partners. This license will apply to the distribution and the storage of User Submission in any form, medium, or technology now known or later developed.

By using Info-Tech's Research Services, Users agree that none of their User Submissions will:

- infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage Info-Tech or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by Info-Tech in its sole discretion;
- be illegal or otherwise objectionable;
- contain the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because Info-Tech Inc.'s Web sites are available to the public, Info-Tech cannot guarantee that any User Submissions, even those that Users do not intentionally publish, will remain confidential, nor does Info-Tech guarantee that User Submissions published in a Restricted Area will be available only to Members.

Although Users are solely responsible for the content they provide and neither Info-Tech nor its supplier has a policy of reviewing or monitoring all User Submissions, Info-Tech and its supplier reserves the right to pre-screen and/or monitor User Submissions. If Info-Tech or its supplier becomes aware of User Submissions that violates this Master Agreement or that Info-Tech believes to be otherwise objectionable, Info-Tech may cause the offending User Submissions to be rejected or deleted, or take other action, without notice to User and in Info-Tech's sole discretion.

If Customer or a User believes that any User Submissions appear to violate this Master Agreement, or if Customer or a User believes any other User is engaged in illegal, harassing, or objectionable behavior, please contact Privacy Officer, Davin Juusola <mailto:djuusola@infotech.com>.

Users acknowledge, consent and agree that Info-Tech and/or its supplier of Research Services may access, preserve and disclose User's account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce this Master ; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to User's requests for customer service; or (v) protect the rights, property,

or personal safety of Info-Tech, its supplier, its users and the public.

14. Assignment.

Info-Tech shall have the right to assign this Master Agreement or any rights hereunder without the consent of Customer in the event of a merger, sale of assets or business, or other transfer of control by operation of law or otherwise, provided that the assignee shall assume all obligations and rights hereunder. Customer may not assign its rights or obligations hereunder without Info-Tech's written consent. Info-Tech may delegate any or all of its obligations or performances under this Agreement to an affiliate or its supplier, however Info-Tech remains liable for the performance of Info-Tech's obligations under this Agreement.

15. Non-Infringement Warranty.

Info-Tech warrants that the Research Services, in the form provided by Info-Tech, will not, to the best of its knowledge, violate or infringe upon the intellectual property rights of any third party.

16. WARRANTY.

INFO-TECH WARRANTS THAT TO THE BEST OF ITS KNOWLEDGE THE RESEARCH SERVICES ARE BASED ON COMPILATION AND ANALYSIS OF REASONABLE SOURCES AVAILABLE AT ANY GIVEN TIME AND THAT ANY OPINIONS REFLECT INFO-TECH'S PERSONNEL'S JUDGMENT AT THE TIME AND ARE SUBJECT TO CHANGE. THE RESEARCH SERVICES ARE DELIVERED "AS IS", AND INFO-TECH AND ITS SUPPLIERS AND DISTRIBUTORS DO NOT MAKE ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND EXCLUDE AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INFO-TECH RESELLS THE RESEARCH SERVICES WITH THE UNDERSTANDING THAT THE RESEARCH SERVICES ARE INTENDED SOLELY AS A RESEARCH TOOL AND ARE NOT MEANT AS SPECIFIC GUIDES TO ACTION.

INFO-TECH PROVIDES THE RESEARCH OUTPUTS AND ALL OTHER GOODS, SERVICES, AND/OR SOFTWARE WITH ALL FAULTS. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH CUSTOMER. INFO-TECH MAKES NO WARRANTY AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF ANY GOODS, SERVICES, AND/OR SOFTWARE, AGAINST INFRINGEMENT, OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. WHERE ANY SERVICE OR RESEARCH OUTPUT INVOLVES JUDGMENTS, PREDICTIONS, OPINIONS, PROJECTIONS, FORWARD-LOOKING ANALYSIS, OR SIMILAR CONTENT, INFO-TECH WILL NOT BE LIABLE FOR ANY FAILURE OF ACCURACY, ANALYSIS, PREDICTION, OR OTHER FAILURE EXCEPT IN THE CASE OF INTENTIONAL AND KNOWING FRAUD BY INFO-TECH.

17. Indemnification.

(a) Info-Tech Indemnification of Customer. Info-Tech will indemnify, defend, and hold harmless Customer and its equity holders, managers, directors, officers, employees, and agents (each of which is a "Customer Indemnitee") from and against all judgments, damages, losses, and expenses (including reasonable associated attorneys' fees incurred by Info-Tech in the course of defense) arising out of, or resulting from, any third-party claim, action, suit, or other proceeding to the extent alleging that the Research Outputs or the Services infringe upon, violates, or misappropriates any United States patent, copyright, trade secret, or trademark, except that Info-Tech's obligations will be limited to the extent that:

(A) The indemnitee or an affiliate of the indemnitee specified the form, content, or functionality of the Research Outputs or Services alleged to infringe upon, violate, or misappropriate the third-party right; or

(B) The infringement, violation, or misappropriation arises out of, or in connection with, revisions to, or modifications of, the Research Outputs or the Services other than by Info-Tech; or

(C) The indemnitee or any affiliate of the indemnitee owns or controls any of the rights asserted by any third party; or

(D) The infringement, violation, or misappropriation arises out of, or in connection with, the combination, operation, or use, by Customer or a third party (other than at the express direction of Info-Tech), of the Research Outputs or the Services with programs, data, or specifications not provided by Info-Tech if a different combination would avoid the infringement, violation, or misappropriation.

Notwithstanding anything else in this Agreement or otherwise, this indemnification obligation is Info-Tech's sole obligation, and Customer's sole remedy, in connection with any allegation or claim by any third party of infringement upon, violation of, or misappropriation of, the intellectual property rights of any third party.

(b) Customer Indemnification of Info-Tech. Customer will indemnify, defend and hold harmless Info-Tech and its equity holders, directors, officers, employees, and agents from all claims, damages, losses, and expenses (including attorneys' fees of Customer in defending any such claim) arising out of or resulting from any third-party claim, action, or other proceeding to the extent based upon or alleging:

(i) Customer's or any of its affiliates' conduct of its business outside the scope of this Agreement, including claims of, and actions by, Customer's customers;

(ii) Customer's gross negligence or willful misconduct; or

(iii) The infringement, violation, or misappropriation of any patent, copyright, trade secret, trademark, contract, or other right or interest of any third party by the Customer Materials or Info-Tech's possession or use thereof as contemplated by this Agreement.

(c) Procedure.

(i) Notification. If an indemnitee becomes aware of any third-party claim (or circumstances that might or do give rise to a third-party claim) that would give rise to an indemnification, defense, and/or hold harmless obligation under this Agreement (a "Claim") the indemnitee shall promptly notify the indemnitor of such Claim; provided, however, that no delay on the part of the indemnitee in notifying the indemnitor shall relieve the indemnitor from any obligation unless (and then

solely to the extent that) the indemnitor or the defense of the Claim is prejudiced by such delay.

(ii) Right to Assume Defense. The indemnitor will have the right to exclusively assume the defense and/or settlement of the Claim with counsel of its choice and at the indemnitor's expense at any time within a time after the indemnitee has given notice of the Claim that affords a reasonable opportunity by the indemnitor to investigate the Claim and determine whether the indemnitor is required to indemnify the indemnitee.

(iii) Rights of Defending indemnitor. So long as the indemnitor has assumed, and is conducting, the defense of the Claim in accordance with this Agreement, no indemnitee may consent to the entry of any judgment or enter into any settlement with respect to the Claim or admit any liability with respect to a Claim, without the prior written consent of the indemnitor (which consent the indemnitor may not unreasonably withhold, delay, or condition). An indemnitor having assumed the defense of any Claim will have the exclusive right to defend or settle the Claim as it sees fit, provided only that the indemnitor may not consent to injunctive relief against the indemnitee that would materially and adversely affect the business of the indemnitee or consent on behalf of the indemnitee to any admission of fault. An indemnitee may participate in the defense of any Claim at the indemnitee's own cost and with counsel of the indemnitee's own choosing, but such right will not affect the exclusivity of the right of a defending indemnitee to control the defense or settlement of any Claim.

18. Limited Liability.

(a) Except in the case of a Party's gross negligence or willful misconduct, a Party's indemnification obligation under Section 17, the liquidated damages provided for in Section 6(b) or a Party's misappropriation or violation of the other Party's intellectual property rights, the limits on liability are as follows:

(i) Research Services: Info-Tech and its supplier's liability under this Master Agreement and any applicable Research Services Agreements under any theory of liability, including, without limitation, negligence, shall be limited to the fees paid by Customer to Info-Tech during the preceding twelve months under the Research Service Agreement under which such liability arose.

(b) In no event will Info-Tech or its affiliates, suppliers, subcontractors, agents or distributors be liable to the Customer for any direct, indirect, special, punitive or consequential damages (including but not limited to damages for loss of business profits, business interruption and the like), or any other damages arising in any way (even if they have been advised of the possibility of such damages and regardless of the form of action whether in contract, tort, strict liability, operation of law or otherwise, including without limitation the negligence of Info-Tech or its related entities, suppliers, sub-contractors, agents or distributors) for any matter including without limitation: (i) any errors, omissions, or other inaccuracies in any material or advice provided as part of the Research Service; or, (ii) any unintended or unauthorized access, alteration, theft, corruption or destruction of files, data, transmission facilities or equipment (whether by Info-Tech or third parties). Some jurisdictions do not allow the exclusion or limitation of direct, indirect, incidental, or consequential damages, so the above limitation may not apply to the Customer, but shall apply in every case to the fullest extent permissible by law.

(c) The parties acknowledge that Info-Tech has set its prices and entered into this agreement in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties. The limits on liability found hereunder shall apply even if this agreement is found to have failed in its fundamental or essential purpose or been fundamentally breached.

19. Compliance with Law.

Each Party will comply with all applicable laws, ordinances, rules, regulations, and directions of governmental bodies, including those that relate to export control.

20. Governing Law.

This Agreement shall be governed in all respects by the laws of the State of Nevada without regard for its conflict of laws provisions, and the sole venue for disputes arising out of, or related to, this Agreement shall be the Nevada state courts sitting in Clark County, Nevada or the United States District Court for the District of Nevada. Each Party hereby submits to the jurisdiction of, and consents to exclusive venue in, such courts.

21. Prior Agreement.

This Agreement, together with any Service Agreements contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this agreement is binding on either party. This agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.

22. Force Majeure.

Neither party shall be liable for an omission or delay in the execution of its obligations hereunder caused by an event beyond its reasonable control. The time for the performance of the obligation that is so delayed shall be extended by a reasonable time, provided that payments shall not be delayed.

23. Waiver.

The waiver of, or failure of either party to exercise, any right in any respect provided for herein shall not be deemed a waiver of any further right under this Agreement or a waiver of the ability to exercise the same right on a different occasion.

24. Severability.

In the event any provision of this Agreement shall not be enforceable, the remainder of this Agreement shall continue in full force and effect.

25. Drafting Party.

No rule of law that requires that any part of the Agreement be construed against the parting drafting the language will be used in interpreting this Agreement

26. Survival.

(a) The obligations contained in Section 6(b) and 12 will survive according to their terms any termination of this Agreement.

(b) The provisions of Section 1, 2, 3, 4, 6(c), 7, 8, 9, 10, 11, 13, 16, 17, 18, and Sections 19-28 will survive indefinitely the termination of this Agreement.

27. Notice.

All required notices, or notices which may be provided in accordance with this agreement, shall be in writing and shall be duly provided for if the notice is remitted to its addressee by courier, mail, or email, if to Info-Tech to the address set out on the Service Agreement and if to the Customer to the address set out on the Service Agreement or such other address as the party which is to receive the notice indicates to the party providing the notice, in the manner provided for in this section. Every notice delivered in the manner provided for herein shall be deemed to have been received when delivered or by email the first business day after the date received or the fifth business day following the date of mailing, if sent by mail.

28. Miscellaneous: Customer shall not use Info-Tech's name, trademarks or logo in any promotional materials without Info-Tech's express written consent. The identity of Info-Tech's Research Services clients is not considered personal or confidential information, and Info-Tech may disclose that information for promotion and marketing purposes.

See Additional Section 29 below.

29. Insurance Requirements and Business License

In this Section 29, "Consultant" shall refer to Info-Tech, and "City of Madera" shall refer to the Customer.

Consultant 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 work hereunder by the Consultant, his/her agents, representatives, or employees.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $500,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- If working on site with the City of Madera - $1,000,000 Automobile Liability per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- $1,000,000 Employer's Liability per accident for bodily injury or disease.
- $1,000,000 Errors & Omissions Liability appropriate to the consultant's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.

If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

Other Insurance Provisions

The general liability policy and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant; and with respect to liability arising out of work or operations performed by or on behalf of the consultant.
- For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.
- 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.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the Consultant, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage
Consultant shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

City of Madera Business License Status
Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the bidder already have his/her license, please include a copy with your submittal.

Signature Page to

Master Services Agreement

The Parties have each caused their authorized representatives to sign this Master Services Agreement as of the Effective Date.

Customer		**Info-Tech**	
By:	_____ (Signature)	By:	_____ (Signature)
	Robert L. Poythress (Printed name)		_____ (Printed name)
Its:	Mayor (Title)	Its:	_____ (Title)

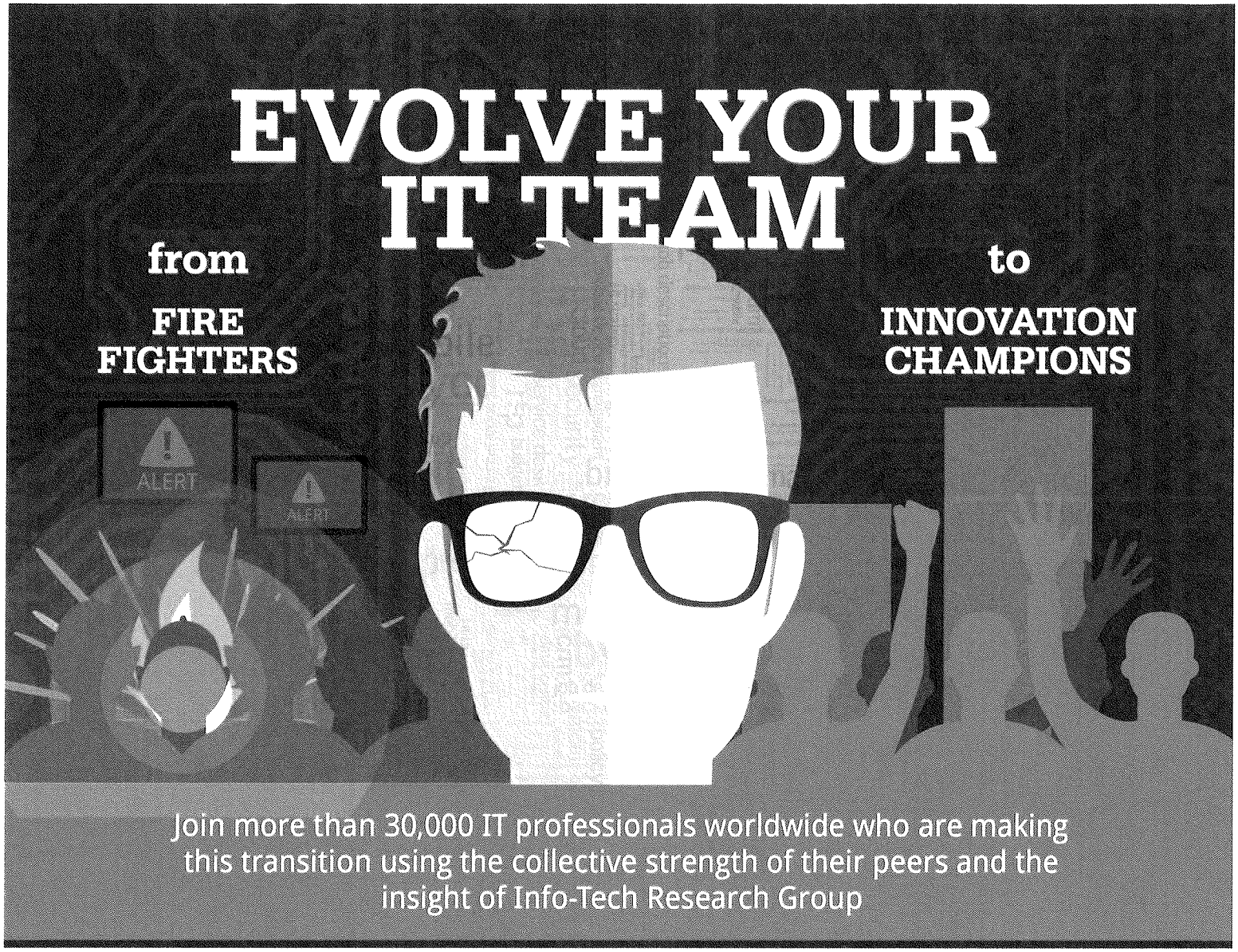
Recommended Membership Services

Based on our discussions and needs analysis, here are our recommended IT Research and Advisory Services for your **Gold Membership**. Silver and Bronze are included for comparison.

Feature/Service Comparison - Info-Tech Research Group IT Membership			
Access	**Team Research**	**Team Research + Assistance**	**Advisory**
Application Silo	✓	✓	✓
Infrastructure Silo	✓	✓	✓
Tactical Toolsets	✓	✓	✓
Guided Implementation Blueprints	✓	✓	✓
Multiple Users	✓	✓	✓
Dedicated Account Manager	✓	✓	✓
Internal Distribution Rights	✓	✓	✓
Guided Implementation(s) - With Analysts		✓	✓
Strategy and Leadership		**3 Seats**	**Unlimited**
Contract Optimization		✓	✓

Term:	**1 Year**
Bronze Membership:	$1,560 + $975 For Strategy and Leadership= $2535
Silver Membership	$3,575
Gold Membership	**$4,875 Recommended Membership**

Diagnostics are unlimited at Gold and one annually with the Silver.



PROPOSAL:

IT Research and Advisory Membership Services

Prepared for:	Ted Uyesaka, IT Director City of Madera
Prepared by:	Darryn Bethune, Commercial Director Info-Tech Research Group Email: dbethune@infotech.com Fax: +1-519-432-2506 Phone: 1-888-670-8889 ext. 27.33
Date:	June 1st, 2015
Valid Until:	June 30, 2015

Info-Tech Research Group Welcomes: City of Madera

Dear Ted,

On behalf of our entire team, I would like to welcome The City of Madera to Info-Tech Research Group. We proudly serve over 34,000 IT professionals worldwide, helping their IT teams evolve from fire fighters to innovation champions.

Your Info-Tech IT Research and Advisory membership will provide your IT team with powerful daily access to a wide range of services, focused on helping you achieve measurable results. An overview of our services and your membership details are outlined in this proposal.

We thank you and look forward to working with you and your team members at The City of Madera. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Darryn Bethune

dbethune@infotech.com
1.888.670.8889 Ext. 2733

Report to City Council

Return to Agenda

Council Meeting of June 17, 2015
Agenda Item Number B-10

Approved by:

Department Director

City Administrator

Consideration of a Resolution Setting the Monthly Health Benefit Allowance for the City Council of the City of Madera

RECOMMENDATION

Staff recommends Council adopt the resolution setting the monthly health benefit allowance for the City Council.

HISTORY

The City Council has historically received the same contributions toward health insurance as management employees and these contributions for Council are set by resolution.

SITUATION

The City has selected medical, dental and vision carriers for the 2015-16 plan year. Additionally, the City has proposed contribution amounts towards health insurance for all employees eligible for health insurance that are equivalent to the full premium for medical, dental and vision insurance.

FISCAL IMPACT

The change in health providers for medical, dental and vision will provide general fund savings estimated at $240,000 over fiscal year 2014-15 expenditures for health benefits at the proposed City contribution levels.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Health and welfare benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
SETTING THE MONTHLY HEALTH BENEFIT ALLOWANCE
FOR THE CITY COUNCIL

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff and elected officials within the financial limits of the organization; and

WHEREAS, consistent with past practice, the monthly health benefit allowance received by members of the City Council is consistent with the monthly health benefit allowance received by management employees.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. Effective July 1, 2015, the monthly health benefit dollars received by City Council members will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	$300.00
EE Only	743.25
EE+1	1352.05
EE+Family	1970.04

2. This resolution is effective immediately upon adoption.

* *

Return to Agenda

Report to City Council

Council Meeting of June 17, 2015
Agenda Item Number B-11

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving Amendments Regarding Health Benefits to Employment Agreements with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency, Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources

RECOMMENDATION

Staff recommends Council adopt the resolution amending employment agreements with City management and department head staff setting the monthly health benefit allowance and authorizing the Mayor to execute the amendments with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency and authorizing the City Administrator to sign all other amendments.

HISTORY

City management and department head employees have individual employment agreements that outline their respective terms and conditions of employment, including the City's contribution toward health insurance.

SITUATION

The City and all bargaining units are in the process of negotiating new labor agreements. The City has chosen new health providers for its medical, dental and vision plans effective July 1, 2015. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. In order to help avoid payroll corrections at a later date, staff has amendments for the identified employees specific to health benefit contributions. This will allow the health benefit contribution changes to be effective at the same time as the new premiums. The proposed contributions are consistent with the City's offer regarding health benefit contributions to all bargaining units.

FISCAL IMPACT

The change in health providers for medical, dental and vision will provide general fund savings estimated at $240,000 over fiscal year 2014-15 expenditures for health benefits at the proposed City contribution levels.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Health and welfare benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

CONSIDERATION OF A RESOLUTION APPROVING AMENDMENTS REGARDING HEALTH BENEFITS TO EMPLOYMENT AGREEMENTS WITH THE CITY ADMINISTRATOR, CITY CLERK, CITY ATTORNEY, EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, PLANNING MANAGER, GRANT ADMINISTRATOR, DIRECTOR OF COMMUNITY DEVELOPMENT, PUBLIC WORKS OPERATIONS DIRECTOR, CITY ENGINEER, DIRECTOR OF PARKS & COMMUNITY SERVICES, CHIEF OF POLICE, CHIEF BUILDING OFFICIAL, INFORMATION SERVICES MANAGER, DIRECTOR OF FINANCIAL SERVICES, AND DIRECTOR OF HUMAN RESOURCES

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff and elected officials within the financial limits of the organization; and

WHEREAS, an Amendment relative to monthly health benefit dollars has been prepared for the following At Will Employment Agreements:

- City Administrator
- City Clerk
- City Attorney
- Executive Director of the Successor Agency to the Former Madera Redevelopment Agency
- Planning Manager
- Grant Administrator
- Director of Community Development
- Public Works Operations Director
- City Engineer
- Director of Parks & Community Services
- Chief of Police
- Chief Building Official
- Information Services Manager
- Director of Financial Services
- Director of Human Resources

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The Amendments to the At Will Employment Agreements between the City and the individual currently employed with the City in each listed position, copies of which are on file with the City Clerk and referred to for further particulars, are hereby approved.

3. The Mayor is authorized to execute the Amendments with the City Administrator, City Clerk, City Attorney, and Executive Director of the Successor Agency to the Former Madera Redevelopment Agency.

4. The City Administrator is authorized to execute the Amendments with the Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources.

5. This resolution is effective immediately upon adoption.

* *

SECOND AMENDMENT TO THE CITY ADMINISTRATOR AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled CITY ADMINISTRATOR AT WILL EMPLOYMENT AGREEMENT dated December 18, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and David R. Tooley, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated December 18, 2013, to contract with Employee to serve as City Administrator of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
David R. Tooley

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

SECOND AMENDMENT TO THE CITY CLERK AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled CITY CLERK AT WILL EMPLOYMENT AGREEMENT dated December 4, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Sonia Alvarez, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated December 4, 2013, to contract with Employee to serve as City Clerk of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
Sonia Alvarez

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Gabriel Rodriguez, Deputy City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

THIRD AMENDMENT TO THE
CITY ATTORNEY AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled CITY ATTORNEY AT WILL EMPLOYMENT AGREEMENT dated December 4, 2013, and amended June 18, 2014 and January 7, 2015 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Joel Brent Richardson, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated October December 4, 2013, to contract with Employee to serve as City Attorney of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

B. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
Joel Brent Richardson

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Sonia Alvarez, City Clerk

SECOND AMENDMENT TO THE EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AT WILL EMPLOYMENT AGREEMENT dated December 18, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and James E. Taubert, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated December 18, 2013, to contract with Employee to serve as Executive Director of the Successor Agency to the Former Madera Redevelopment Agency of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

In lieu of medical benefits, Employer shall pay an amount equal to $1,779 per month effective December 14, 2013 into the deferred compensation plan on Employee's behalf. This is equal to the City contribution towards family health coverage received by other management employees. Effective July 1, 2014, the City's contribution to the deferred compensation plan on behalf of Employee will be $2,500.55 per month consistent with the increase in monthly health benefit dollars to be received by other management employees enrolled in the Blue Shield plans. Effective July 1, 2015, the City's contribution to the deferred compensation plan on behalf of Employee will be $1,970.04 per month consistent with the monthly health benefit dollars to be received by other management employees.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
James E. Taubert

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

SECOND AMENDMENT TO THE PLANNING MANAGER AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled PLANNING MANAGER AT WILL EMPLOYMENT AGREEMENT dated October 16, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Christopher Boyle, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated October 16, 2013, to contract with Employee to serve as Planning Manager of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
Christopher Boyle

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

SECOND AMENDMENT TO THE GRANT ADMINISTRATOR AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled GRANT ADMINISTRATOR AT WILL EMPLOYMENT AGREEMENT dated October 16, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Daniel Abdella, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated October 16, 2013, to contract with Employee to serve as Grant Administrator of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

B. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
Daniel Abdella

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

SECOND AMENDMENT TO THE DIRECTOR OF COMMUNITY DEVELOPMENT AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled DIRECTOR OF COMMUNITY DEVELOPMENT AT WILL EMPLOYMENT AGREEMENT dated October 16, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and David Merchen, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated October 16, 2013, to contract with Employee to serve as Director of Community Development of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
David Merchen

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

SECOND AMENDMENT TO THE PUBLIC WORKS OPERATIONS DIRECTOR AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled PUBLIC WORKS OPERATIONS DIRECTOR AT WILL EMPLOYMENT AGREEMENT dated October 16, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and David Randall, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated October 16, 2013, to contract with Employee to serve as Public Works Operations Director of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
David Randall

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

SECOND AMENDMENT TO THE CITY ENGINEER AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled CITY ENGINEER AT WILL EMPLOYMENT AGREEMENT dated October 16, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Keith Helmuth, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated October 16, 2013, to contract with Employee to serve as City Engineer of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
Keith Helmuth

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

SECOND AMENDMENT TO THE DIRECTOR OF PARKS & COMMUNITY SERVICES AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled DIRECTOR OF PARKS & COMMUNITY SERVICES AT WILL EMPLOYMENT AGREEMENT dated October 16, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Mary Anne Seay, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated October 16, 2013, to contract with Employee to serve as Director of Parks & Community Services of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

B. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
Mary Anne Seay

ATTEST

By:_____
Sonia Alvarez, City Clerk

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

THIRD AMENDMENT TO THE
CHIEF OF POLICE AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015 amends the previous agreement titled CHIEF OF POLICE AT-WILL EMPLOYMENT AGREEMENT dated July 17, 2013, and amended October 16, 2013 and June 18, 2014, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Wendy Silva, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated July 17, 2013 and amended October 16, 2013, to contract with Employee to serve as Chief of Police

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
Steve Frazier

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

SECOND AMENDMENT TO THE CHIEF BUILDING OFFICIAL AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled CHIEF BUILDING OFFICIAL AT WILL EMPLOYMENT AGREEMENT dated October 16, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Steven Woodworth, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated October 16, 2013, to contract with Employee to serve as Chief Building Official of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
Steven Woodworth

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

SECOND AMENDMENT TO THE INFORMATION SERVICES MANAGER AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled INFORMATION SERVICES MANAGER AT WILL EMPLOYMENT AGREEMENT dated October 16, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Theodore Uyesaka, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated October 16, 2013, to contract with Employee to serve as Information Services Manager of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

B. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
Theodore Uyesaka

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

SECOND AMENDMENT TO THE DIRECTOR OF FINANCIAL SERVICES AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled DIRECTOR OF FINANCIAL SERVICES AT WILL EMPLOYMENT AGREEMENT dated October 16, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Tim Przybyla, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated October 16, 2013, to contract with Employee to serve as Director of Financial Services of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

B. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
Tim Przybyla

ATTEST

By:_____
Sonia Alvarez, City Clerk

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

SECOND AMENDMENT TO THE DIRECTOR OF HUMAN RESOURCES AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 17th day of June, 2015, amends the previous agreement entitled DIRECTOR OF HUMAN RESOURCES AT WILL EMPLOYMENT AGREEMENT dated October 16, 2013, and amended June 18, 2014 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Wendy Silva, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated October 16, 2013, to contract with Employee to serve as Director of Human Resources of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300
Employee Only	$696
2-Party	$1,174
Employee + Family	$1,779

The amounts noted above are effective December 14, 2013. Effective July 1, 2014, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
Kaiser EE Only	$712.19
Kaiser EE+1	$1,209.30
Kaiser EE+Family	$1,831.46
Blue Shield EE Only	$951.15
Blue Shield EE+1	$1,644.81
Blue Shield EE+Family	$2,500.55

Effective July 1, 2015, the monthly health benefit allowance will be:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

By:_____
Wendy Silva

ATTEST

By:_____
Sonia Alvarez, City Clerk

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 17, 2015
Agenda Item Number B-12

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR THE GATEWAY DRIVE-CLEVELAND AVENUE SECTION 130 INTERSECTION IMPROVEMENTS FEDERAL PROJECT NO. STPLR-7500 (208) CITY PROJECT NO. ST 14-09 IN THE AMOUNT OF $143,900.50 TO A-C ELECTRIC COMPANY, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 20% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 15%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

RECOMMENDATION:

1. That the City Council approves Resolution No. 15-___
   a. Approving the award of the contract for the Gateway Drive-Cleveland Avenue Section 130 Intersection Improvements Federal Project No. STPLR-7500(208) City Project No. ST 14-09 in the amount of $143,900.50 to A-C Electric Co.
   b. Authorizing Construction Contingencies of up to 20% as approved by the City Engineer.
   c. Authorizing up to 15% for Construction Inspection and Management as approved by the City Engineer
   d. Authorizing the Mayor to execute the contract.

Engineering
205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605
www.madera-ca.gov

SUMMARY:

The service contract was approved by City Council on March 22, 2013 for funding under the Federal Section 130 program for a project to improve the signal systems and pedestrian access at the Cleveland Avenue Railroad Crossing. The project was nominated by the California Public Utilities Commission (CPUC) and is a joint effort of the City of Madera and Union Pacific Railroad (UPRR).

This service contract is for the elimination of hazards at the Cleveland Avenue Railroad Crossing with federal funds provided to Caltrans under Section 130, Title 23 USC. Improvements include the construction of traffic signal circuitry for advanced preemption, crosswalk and ADA ramps, truncated domes, and traffic signal improvements to increase vehicular and pedestrian safety at this location. The CPUC has evaluated the railroad highway intersection and determined what improvement are necessary; Caltrans is acting as a conduit for the federal funds to the City of Madera and UPRR and, the City and UPRR are responsible for designing, building and maintaining the improvements mandated by the CPUC.

Project costs and expenses are 100% reimbursable up to the Section 130 service contract amount.

DISCUSSION:

The "Notice Inviting Bids" was published in the Madera Tribune newspaper. The construction and bidding documents (plans and specifications) were distributed to Builders Exchanges in Fresno, Merced, Modesto and Visalia, thereby made available to contractors and sub-contractors. The plans and Specifications were also posted on EBidBoard.com, a projects online listing service for contractors.

On April 28, 2015 the City received zero (0) bids. The City re-bid the project and revised the work to include electrical contractors with a C-10 license. On May 28, 2015 the City received one (1) bid. The low bid in the amount of $143,900.50 was received from A-C Electric Company. The bid was checked for accuracy with the bidding requirements of the specifications, and for validity of licenses and bid security. A-C Electric Company submitted a responsive and responsible bid that meets the contract requirements. The project funding is included in the current 2014/15 City Budget.

The qualified bidders and bids received are listed below:

	Total Bid
A-C Electric Company	$143,900.50
Engineers Opinion of Cost	$300,000.00

It is recommended that the City Council award the project to A-C Electric Company.

Staff further recommends a contingency allowance of 20% for the City Engineer to approve increases in the contract. Retrofit projects such as this typically experience more changes during

construction due to unknown conditions and assumptions that existing equipment or facilities are adequate for use in the upgraded system.

FINANCIAL IMPACT:

Funding for the Gateway Drive-Cleveland Avenue Section 130 Project is programmed in FY2014/2015 budget in Section 130 fund expense Account No. 5575-5071. The project is 100% funded by Section 130 money to fund construction of the project, construction contingency, construction inspection and construction management costs.

Construction of the project will not have a financial impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 121.8 – Upgrade of the City's street system.
Strategy 126.0 – Create safe streets.
Strategy 126.6 – Reconstruct existing streets to install sidewalks and ADA ramps.

RESOLUTION NO. 15-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR THE GATEWAY DRIVE-CLEVELAND AVENUE SECTION 130 INTERSECTION IMPROVEMENTS FEDERAL PROJECT NO. STPLR-7500 (208) CITY PROJECT NO. ST 14-09 IN THE AMOUNT OF $143,900.50 TO A-C ELECTRIC COMPANY, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 20% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 15%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, The Engineering Department advertised a solicitation for bids for the Gateway Drive-Cleveland Avenue Section 130 Intersection Improvements Federal Project No. STPLR-7500(208) City Project No. ST 14-09, and

WHEREAS, Sealed bids were received on May 28, 2015 and opened by the City Engineer; and

WHEREAS, An Environmental Determination was processed by Caltrans Division of Rail with a determination that the project will not have a significant effect on the environment ; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA

HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all of the information presented including the report to the City Council from the Engineering Department.
3. The City Council finds that the project has no possibility of causing significant impact on the environment.
4. The City finds that A-C Electric Company is the lowest responsible and responsive bidder.

5. The contract, a copy of which is on file in the office of the City Clerk and referred to for particulars, for the Gateway Drive-Cleveland Avenue Section 130 Intersection Improvements Federal Project No. STPLR-7500(208) City Project No. ST 14-09 in the amount of $143,900.50 with A-C Electric Company is approved.

6. Construction Contingencies of up to 20% as approved by the City Engineer and Construction Inspection and Management of up to 15% are authorized.

7. The Mayor is authorized to execute the contract on behalf of the City.

8. This Resolution is effective immediately upon adoption.

****

AGREEMENT

THIS AGREEMENT, made this 17 day of June, 2015, between the City of Madera, hereinafter called "**OWNER",** and A-C Electric Company, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"GATEWAY DRIVE- CLEVELAND AVENUE SECTION 130 INTERSECTION IMPROVEMENTS FEDERAL PROJECT NO. STPLR-7500 (208) CITY PROJECT NO. ST 14-09".**

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $ 143,900.50, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid
(D) Bid Proposal
(E) Bid Bond
(F) Agreement
(G) Payment Bond
(H) Performance Bond
(I) Insurance Requirements for Contractors
(J) NOTICE OF AWARD
(K) NOTICE TO PROCEED
(L) CHANGE ORDER
(M) General Conditions
(N) Special Conditions
(O) State Standard Plans and Specifications ISSUE MAY 2010
(P) City of Madera Standard Plans and Specifications
(Q) Federal Requirements
(R) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled **"GATEWAY DRIVE- CLEVELAND AVENUE SECTION 130 INTERSECTION IMPROVEMENTS FEDERAL PROJECT NO. STPLR-7500 (208) CITY PROJECT ST NO. 14-09"** dated **April 2015.**
(S) Addenda Nos. 1, dated 5-20-2015
Addenda Nos. 2, dated 5-22-2015
Addenda Nos. _____, dated _____

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Four Hundred Dollars ($400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **CONTRACTOR** will indemnify, defend and defend the **OWNER** against and hold it harmless from all and any liability for damages on account of injury to persons or damages to property resulting from or arising out of or in any way connected with the performance by **CONTRACTOR** of the Agreement and reimburse the **OWNER** for all costs, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by **CONTRACTOR** of this Agreement. **CONTRACTOR** shall furnish the **OWNER** with a certificate of an insurance carrier of adequate insurance coverage on this undertaking with limits of at least:

$1,000,000 for bodily injury to each person,
$1,000,000 for bodily injuries on each occurrence, and
$1,000,000 for property damage on each occurrence.

The Certificate of Insurance will state the contractual liability assumed under this paragraph is covered and shall provide that thirty (30) days notice of cancellation or reduction in coverage shall be given the **OWNER**.

The Certificate of Insurance shall be issued in triplicate to the City of Madera and all officers and employees of said agency while acting within the course and scope of their duties and responsibilities.

Insurance policies shall name the City of Madera as additional insured. The insurance provider shall furnish Owner with ISO form CG 20 10 10 01 and form CG 20 37 10 01 endorsement forms or equivalent.

See Section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 33-40 herein, for additional details as they pertain to the provision of insurance.

18. Amendments- Any changes to this Agreement requested by either City or **A-C Electric Company** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

19. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **A-C**

Electric Company ___**(Name of Successful Bidder)**shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **A-C Electric Company** ____**(Name of Successful Bidder)**;

2. A failure by **A-C Electric Company** _____**(Name of Successful Bidder)** to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by **A-C Electric Company** ____**(Name of Successful Bidder)** to City.

In no event shall any payment by City or acceptance by **A-C Electric Company** ____**(Name of Successful Bidder)** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **A-C Electric Company** ___**(Name of Successful Bidder)** the repayment to City of any funds disbursed to **A-C Electric Company** _____**(Name of Successful Bidder)** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the Agency:

City of Madera
205 W. 4th Street
Madera, Ca 93637

To the Contractor **A-C Electric Company** ____**(Name of Successful Bidder)**

Notices. All notices and communications from the **A-C Electric Company** _____**(Name of Successful Bidder)** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as

20. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

21. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County.

22. Governing Law- The laws of the State of California shall govern the rights

and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

23. City's Authority- Each individual executing or attesting to this Agreement on behalf of City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

24. Contractor's Legal Authority

Each individual executing or attesting this Agreement on behalf of **A-C Electric Company (Name of Successful Bidder)** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **A-C Electric Company** is a duly organized and legally existing corporation in good standing in the State of California.

25. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

26. Sole Agreement- This instrument constitutes the sole and only Agreement between City and **A-C Electric Company (Name of Successful Bidder)** in connection to the Project and correctly sets forth the obligations of City and **A-C Electric Company (Name of Successful Bidder)** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **A-C Electric Company (Name of Successful Bidder)** nor City will assign its interest in this Agreement without the written consent of the other.

28.During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Robert L. Poythress, Mayor

ATTEST:

_____
Sonia Alvarez, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
DIR Registration Number

Attachment A) **General Decision Number: CA150029 05/08/2015 CA29**
Attachment B) **Form FHWA 1273 required to be incorporated into all contracts with Contractors and Subcontractors.**

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

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 _____,2015_____ before me, _____
(insert name and title of officer)

personallyappeared_____
_____, 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)

General Decision Number: CA150029 05/08/2015 CA29

Superseded General Decision Number: CA20140029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	01/30/2015
4	02/13/2015
5	02/20/2015
6	02/27/2015
7	03/13/2015
8	03/27/2015
9	04/10/2015
10	04/17/2015
11	04/24/2015
12	05/01/2015
13	05/08/2015

ASBE0016-004 01/01/2015

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 28.30	7.75
Area 2	$ 32.38	7.75

ASBE0016-008 01/01/2015

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 59.38	19.83
Area 2	$ 44.05	18.62

BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 42.06	33.43
Area 2	$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER	$ 28.05	14.01

BRCA0003-003 08/01/2013

	Rates	Fringes
MARBLE MASON	$ 39.30	22.48

BRCA0003-005 05/01/2013

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 35.41	19.92
(7) San Francisco, San Mateo	$ 39.96	23.79
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 40.98	20.49
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 36.48	19.59
(16) Monterey, Santa Cruz	$ 37.80	22.46

BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER	$ 33.15	13.93
TERRAZZO WORKER/SETTER	$ 39.95	24.39

BRCA0003-011 04/01/2014

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 22.76	12.37
Area 2	$ 22.58	12.50
Area 3	$ 22.40	11.58
Tile Layer		
Area 1	$ 39.42	13.77
Area 2	$ 36.43	13.74
Area 3	$ 29.78	13.10

CARP0022-001 07/01/2014

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53

Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 39.60	30.73
Diver standby	$ 44.56	30.73
Diver Tender	$ 43.56	30.73
Diver wet	$ 89.12	30.73
Manifold Operator (mixed gas)	$ 48.56	30.73
Manifold Operator (Standby)	$ 43.56	30.73

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver	$ 40.60	30.73

CARP0035-007 07/01/2014

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 23.36	18.31
Installer II	$ 19.93	18.31
Lead Installer	$ 26.81	18.81
Master Installer	$ 31.03	18.81
Area 2		
Installer I	$ 20.71	18.31
Installer II	$ 17.76	18.31
Lead Installer	$ 23.68	18.81
Master Installer	$ 27.31	18.81
Area 3		
Installer I	$ 19.76	18.31
Installer II	$ 16.99	18.31
Lead Installer	$ 22.56	18.81
Master Installer	$ 29.58	18.81

CARP0035-008 08/01/2014

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 40.35	27.97
Area 2	$ 34.47	27.97
Area 3	$ 34.97	27.97
Area 4	$ 33.62	27.97
Drywall Stocker/Scrapper		
Area 1	$ 20.18	16.30
Area 2	$ 17.24	16.30
Area 3	$ 17.49	16.30
Area 4	$ 16.81	16.30

CARP0152-001 07/01/2014

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0152-002 07/01/2014

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 34.62	27.53
Journeyman Carpenter	$ 34.47	27.53
Millwright	$ 34.97	29.12

CARP0152-004 07/01/2014

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0217-001 07/01/2014

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0405-001 07/01/2014

Santa Clara County

	Rates	Fringes

Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0405-002 07/01/2014

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 34.53	27.53
Journeyman Carpenter	$ 34.47	27.53
Millwright	$ 36.97	29.12

CARP0505-001 07/01/2014

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 34.62	27.53
Journeyman Carpenter	$ 34.47	27.53
Millwright	$ 36.97	29.12

CARP0605-001 07/01/2014

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 34.62	27.53

Journeyman Carpenter	$ 34.47	27.53
Millwright	$ 36.97	29.12

CARP0701-001 07/01/2014

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0713-001 07/01/2014

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP1109-001 07/01/2014

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

ELEC0006-004 12/01/2014

SAN FRANCISCO COUNTY

	Rates	Fringes

Sound & Communications
Installer.....$ 32.82 16.79
Technician.....$ 37.37 16.93

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/23/2014

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 58.82	28.91

ELEC0100-002 06/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 34.05	19.67

ELEC0100-005 12/01/2014

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 27.34	16.12
Technician	$ 32.13	16.26

SCOPE OF WORK
Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone

interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 03/23/2015

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 41.90	22.86
Zone B	$ 46.09	22.99

Zone A: All of Santa Cruz, Monterey, and San Benito Counties

within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2014

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 32.32	16.27
Technician	$ 35.66	16.24

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 06/01/2014

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 51.67	26.12
ELECTRICIAN	$ 45.26	25.93

ELEC0302-003 12/01/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 32.32	16.27
Technician	$ 36.80	16.40

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2014

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 62.41	32.102
ELECTRICIAN	$ 54.27	31.858

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2014

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 32.32	16.27
Technician	$ 36.80	16.40

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2014

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 55.29	3%+29.81
ELECTRICIAN	$ 49.15	3%+29.81

ELEC0595-002 06/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 39.09	7.5%+21.74
ELECTRICIAN		
(1) Tunnel work	$ 36.49	7.5%+21.74
(2) All other work	$ 34.75	7.5%+21.74

ELEC0595-006 12/01/2014

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 32.32	16.27
Technician	$ 36.80	16.41

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 28.22	16.15
Technician	$ 32.13	16.27

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2014

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 52.50	28.81

ELEC0617-003 12/01/2013

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 31.32	16.24
Technician	$ 35.66	16.37

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 01/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 35.50	20.30

CABLE SPLICER = 110% of Journeyman Electrician

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* ELEC0684-004 12/01/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 32.13	16.26
Technician	$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 50.30	15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 40.17	14.56
(3) Groundman	$ 30.73	13.48
(4) Powderman	$ 44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC	$ 60.39	28.38

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman	$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 31.15	27.81
AREA 2:		

(1) Leverman	$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman	$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 33.15	27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes

OPERATOR: Power Equipment
(AREA 1:)

GROUP 1	$ 39.85	27.44
GROUP 2	$ 38.32	27.44
GROUP 3	$ 36.84	27.44
GROUP 4	$ 35.46	27.44
GROUP 5	$ 34.19	27.44
GROUP 6	$ 32.87	27.44
GROUP 7	$ 31.73	27.44
GROUP 8	$ 30.59	27.44
GROUP 8-A	$ 28.38	27.44

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1		
Cranes	$ 40.73	27.44
Oiler	$ 33.76	27.44
Truck crane oiler	$ 37.33	27.44
GROUP 2		
Cranes	$ 38.97	27.44
Oiler	$ 33.50	27.44
Truck crane oiler	$ 37.04	27.44
GROUP 3		
Cranes	$ 37.23	27.44
Hydraulic	$ 32.87	27.44
Oiler	$ 33.26	27.44
Truck Crane Oiler	$ 36.77	27.44
GROUP 4		
Cranes	$ 34.19	27.44

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices	$ 41.07	27.44
Oiler	$ 31.81	27.44
Truck crane oiler	$ 34.09	27.44
GROUP 2		
Lifting devices	$ 39.25	27.44
Oiler	$ 31.54	27.44
Truck Crane Oiler	$ 33.84	27.44
GROUP 3		
Lifting devices	$ 37.57	27.44
Oiler	$ 31.32	27.44
Truck Crane Oiler	$ 33.55	27.44
GROUP 4		
Lifting devices	$ 35.80	27.44
GROUP 5		
Lifting devices	$ 34.50	27.44
GROUP 6		
Lifting devices	$ 33.16	27.44

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1		
Cranes	$ 41.70	27.44
Oiler	$ 32.15	27.44
Truck Crane Oiler	$ 34.38	27.44
GROUP 2		
Cranes	$ 39.93	27.44
Oiler	$ 31.88	27.44
Truck Crane Oiler	$ 34.16	27.44
GROUP 3		

Cranes	$ 38.45	27.44
Hydraulic	$ 32.67	27.44
Oiler	$ 31.66	27.44
Truck Crane Oiler	$ 33.89	27.44
GROUP 4		
Cranes	$ 36.43	27.44
GROUP 5		
Cranes	$ 35.13	27.44
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 35.95	27.44
GROUP 1-A	$ 38.32	27.44
GROUP 2	$ 34.59	27.44
GROUP 3	$ 33.36	27.44
GROUP 4	$ 32.22	27.44
GROUP 5	$ 31.08	27.44
UNDERGROUND:		
GROUP 1	$ 35.85	27.44
GROUP 1-A	$ 38.32	27.44
GROUP 2	$ 34.59	27.44
GROUP 3	$ 33.26	27.44
GROUP 4	$ 32.12	27.44
GROUP 5	$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and

grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab

machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 29.64	25.71
AREA 2	$ 31.64	25.71
GROUP 2		
AREA 1	$ 26.04	25.71
AREA 2	$ 28.04	25.71
GROUP 3		
AREA 1	$ 21.43	25.71
AREA 2	$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 01/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 27.08	18.24
Ornamental, Reinforcing and Structural	$ 33.50	28.20

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training

Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 12/01/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 20.06	9.62
LABORER (Lead Removal)		
Area A	$ 29.02	19.42
Area B	$ 28.02	19.42

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 29.09	18.66
GROUP 1	$ 28.39	18.66
GROUP 1-a	$ 28.61	18.66
GROUP 1-c	$ 28.44	18.66
GROUP 1-e	$ 28.94	18.66
GROUP 1-f	$ 28.97	18.66
GROUP 1-g (Contra Costa County)	$ 28.59	18.66
GROUP 2	$ 28.24	18.66
GROUP 3	$ 28.14	18.66
GROUP 4	$ 21.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 28.09	18.66
GROUP 1	$ 27.39	18.66
GROUP 1-a	$ 27.61	18.66
GROUP 1-c	$ 27.44	18.66
GROUP 1-e	$ 27.94	18.66
GROUP 1-f	$ 27.97	18.66
GROUP 2	$ 27.24	18.66
GROUP 3	$ 27.14	18.66
GROUP 4	$ 20.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 29.35	18.66
GROUP 2	$ 28.85	18.66
GROUP 3	$ 28.26	18.66
GROUP 4	$ 28.14	18.66
Laborers: (GUNITE - AREA B:)		
GROUP 1	$ 28.35	18.66
GROUP 2	$ 27.85	18.66
GROUP 3	$ 27.26	18.66
GROUP 4	$ 27.14	18.66
Laborers: (WRECKING - AREA A:)		
GROUP 1	$ 28.39	18.66
GROUP 2	$ 28.24	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1	$ 27.39	18.66
GROUP 2	$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 28.14	18.66
(2) Establishment Warranty Period	$ 21.83	18.66
Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 27.14	18.66
(2) Establishment Warranty Period	$ 20.83	18.66

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 27.14	19.03
Traffic Control Person I	$ 27.44	19.03
Traffic Control Person II	$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 06/30/2014

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.11	17.34

LABO0073-005 06/30/2014

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender	$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 28.14	19.03
Traffic Control Person I	$ 28.44	19.03
Traffic Control Person II	$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-003 06/30/2014

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 28.14	19.03
Area B	$ 27.14	19.03
Traffic Control Person I		
Area A	$ 28.44	19.03
Area B	$ 27.44	19.03
Traffic Control Person II		
Area A	$ 25.94	19.03
Area B	$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49

GROUP 5.....$ 33.13 19.49
Shotcrete Specialist.....$ 35.12 19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.70	16.53

LABO0294-001 06/30/2014

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 31.11	17.34

LABO0294-002 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 27.14	19.03
Traffic Control Person I	$ 27.44	19.03
Traffic Control Person II	$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-002 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 28.14	19.03
Traffic Control Person I	$ 28.44	19.03
Traffic Control Person II	$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-002 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 28.14	19.03
Traffic Control Person I	$ 28.44	19.03

Traffic Control Person II...$ 25.94 19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 27.14	19.03

Traffic Control Person I	$ 27.44	19.03
Traffic Control Person II	$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 06/30/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.11	17.34

LABO1414-004 08/07/2013

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-007 08/07/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-008 08/07/2013

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-010 08/07/2013

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under	$ 28.00	16.36
5 Stories and above	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-011 08/07/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2015

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 36.45	21.48

PREMIUMS:

EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2015

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 40.37	21.28
AREA 2	$ 36.24	19.88

PAIN0016-012 01/01/2015

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.20	18.73

PAIN0016-015 01/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 30.85	16.85

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00

additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2015

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 40.07	21.48

PAIN0169-001 01/01/2015

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 34.83	19.75

PAIN0169-005 01/01/2015

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 43.48	24.19

PAIN0294-004 01/01/2015

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 25.67	15.68
Drywall Finisher/Taper	$ 30.47	16.81

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2015

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 30.83	17.39

PAIN0767-001 01/01/2015

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 33.79	22.49

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 34.26	11.65
GROUP 2	$ 29.12	11.65
GROUP 3	$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2015

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 31.79	14.93

PLAS0066-002 07/01/2014

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 35.34	24.21

PLAS0300-001 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 29.44	22.26

AREA 224: San Benito, Santa Clara, Santa Cruz	$ 31.59	22.26
AREA 295: Calaveras & San Joaquin Couonties	$ 31.41	22.26
AREA 337: Monterey County	$ 30.52	22.26
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 31.41	22.26

PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.00	22.07

PLUM0038-001 07/01/2014

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 64.00	43.29

PLUM0038-005 07/01/2014

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 54.40	32.15

PLUM0062-001 01/01/2015

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 41.30	25.94

PLUM0159-001 07/01/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 50.88	33.64
(2) All other work	$ 51.77	28.39

PLUM0246-001 01/01/2015

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 37.50	26.14

PLUM0246-004 07/01/2013

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	$ 13.00	9.77

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2014

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	$ 54.71	35.99
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	$ 54.71	35.99

PLUM0355-004 07/01/2014

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	$ 28.55	9.25

PLUM0393-001 07/01/2014

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 57.41	33.08

PLUM0442-001 01/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 38.50	25.89

PLUM0467-001 07/01/2014

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	$ 57.50	31.16

ROOF0027-002 09/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 26.37	12.68

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2014

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 35.19	13.75

ROOF0081-001 08/01/2014

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 35.06	13.89

ROOF0081-004 08/01/2014

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 31.94	13.64

ROOF0095-002 08/01/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman	$ 37.14	14.57
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 39.14	14.57

SFCA0483-001 01/01/2015

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 56.02	27.77

SFCA0669-011 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 32.98	19.35

SHEE0104-001 01/01/2015

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts under $200,000	$ 45.26	38.82
All Other Work	$ 50.71	40.05
AREA 2	$ 41.59	29.66
AREA 3	$ 43.77	30.00

SHEE0104-003 01/01/2015

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	$ 36.59	28.66

SHEE0104-005 01/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	$ 36.03	31.30

SHEE0104-007 01/01/2015

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	$ 34.60	31.55

SHEE0104-015 01/01/2015

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	$ 33.86	31.83

SHEE0104-018 01/01/2015

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	$ 33.86	31.83

TEAM0094-001 07/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1.....	$ 27.96	24.28
GROUP 2.....	$ 28.26	24.28
GROUP 3.....	$ 28.56	24.28
GROUP 4.....	$ 28.91	24.28
GROUP 5.....	$ 29.26	24.28

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry

pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

b. The contractor will accept as its operating policy the following statement:

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

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

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

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

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

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

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

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same

prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places

where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

* * * * *

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

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

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

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

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

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

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

2. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

12. FEMALE AND MIONORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8

179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is _____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 17, 2015
Agenda Item Number B-13

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT NO. 1 TO SERVICE CONTRACT NO. 75LX232 BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MADERA UNDER THE SECTION 130 GRADE CROSSING IMPROVEMENT PROGRAM FOR IMPROVEMENTS TO THE CLEVELAND AVENUE CROSSING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

RECOMMENDATION:

1. That the City Council approves Resolution No. 15-___

   a. Approving Service Contract No. 75LX232 Amendment No. 1
   b. Authorizing the Mayor to execute the contract.

Engineering
205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605
www.madera-ca.gov

SUMMARY:

Caltrans Division of Rail approved funding under the Federal Section 130 program for a project to improve the signal systems and pedestrian access at the Cleveland Avenue Railroad Crossing. The project was nominated by the California Public Utilities Commission (CPUC) and will be a joint effort of the City of Madera and Union Pacific Railroad (UPRR).

This service contract is for the elimination of hazards at the Cleveland Avenue Railroad Crossing with federal funds provided to Caltrans under Section 130, Title 23 USC. Said elimination of hazards is a cooperative effort between Caltrans, the City of Madera, the Californian Public Utilities Commission (CPUC) and Union Pacific Railroad (UPRR). The CPUC has evaluated the railroad highway intersection and determined what improvement are necessary; Caltrans is acting as a conduit for the federal funds to the City of Madera and UPRR and, the City and UPRR are responsible for designing, building and maintaining the improvements mandated by the CPUC.

The City's scope of work includes:

- Design and construct traffic signal circuitry for advanced preemption.
- Modify the existing traffic signal system to:
  - Install advanced preemption.
  - Provide for limited service operation at both traffic signal intersections adjacent to the crossing.
  - Install train activated No Right Turn blank out symbolic message sign for northbound Gateway drive.
- Install detectable warning (tactile strips) on all sidewalk approaches.
- Install approximately 50 feet of sidewalk in the southwest quadrant, including a pedestrian ramp.

UPRR will be responsible for:

- Design and construction of railroad circuitry for advanced preemption.
- Install one CPUC Standard 8 (flashing light signal assembly) in the northwest quadrant at a minimum clearance of two feet three inches north from the back of sidewalk to the center of the warning device mast.

Service Contract No. 75LX232 was approved and executed by the City on March 22, 2013.

DISCUSSION:

The "Notice Inviting Bids" was published in the Madera Tribune newspaper in March 2015. The construction and bidding documents (plans and specifications) were distributed to Builders Exchanges in Fresno, Merced, Modesto and Visalia, thereby made available to contractors and sub-contractors. The plans and Specifications were also posted on EBidBoard.com, a projects online listing service for contractors.

The City held a bid opening on April 28th, 2015 and received zero bids. The City revised the bid documents and rebid the project. Due to the amount of additional time required to rebid the project, the City requested a time extension from the Caltrans Division of Rail. Caltrans approved this extension and issued Addendum No. 1 to the existing Service Contract No. 75LX232 with the City.

Amendment No. 1 to the existing service contract agreement between the Caltrans Division and Rail and the City extends the contract time for account to the time required to rebid the project. This extends the contract time from August 31, 2015 to February 29, 2016.

FINANCIAL IMPACT:

Funding for the Gateway Drive-Cleveland Avenue Section 130 Project is programmed in FY2014/2015 budget in expense Account No. 5575-5071 to fund construction of the project and construction contingency and also Construction inspection and construction management costs.

Construction of the project will not have a financial impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 121.8 – Upgrade of the City's street system.
Strategy 126.0 – Create safe streets.
Strategy 126.6 – Reconstruct existing streets to install sidewalks and ADA ramps.

RESOLUTION NO. 15-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING SERVICE CONTRACT NO. 75LX232 AMENDMENT NO. 1 BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MADERA UNDER THE SECTION 130 GRADE CROSSING IMPROVEMENT PROGRAM FOR IMPROVEMENTS TO THE CLEVELAND AVENUE CROSSING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the California Public Utilities Commission nominated a project for funding under the federal Section 130 Program to eliminate hazards at the Cleveland Avenue/UPRR Crossing, hereinafter called the "Project"; and

WHEREAS, the City of Madera is in concurrence with proposed scope of work, cost estimates, and terms and conditions for the Project; and

WHEREAS, the State of California Department of Transportation is the administering agency for Section 130, Title 23 USC; and

WHEREAS, Service Contract No. 75LX232 between Caltrans and City was approved on March 22, 2013; and

WHEREAS, Amendment No. 1 to Service Contract No. 75LX232 was received on June 2, 2015.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.

2. The City Council has reviewed and considered all of the information presented including the report to the City Council from the Engineering Department.

3. Amendment No. 1 to Caltrans Service Contract No. 75LX232 is hereby approved.

4. The Mayor is authorized to execute Amendment No. 1 to Caltrans Service Contract No. 75LX232.

5. This Resolution is effective immediately upon adoption.

****

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Contract No: 75LX232
Sheet 1 of 1
May 28, 2015

Unit	Project ID	Phase	Subjob	Object	Amount	FY	Enc Code	Encumbrance Doc No
3811	0013000101	S		049	$500,681	12/13		75LX232

Item	Chapter	Statutes	Fiscal Year
2660-102-0890	21	2012	2012/2013

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated herein.

Signature of Accounting Officer | Date

SERVICE CONTRACT NO: **75LX232**
PROJECT NUMBER: **STPLR-7500(208) A/1**

The numbers above are to be placed on all invoices which shall be mailed to:
Caltrans Division of Rail and Mass Transportation
P.O. Box 942874, MS 74
Sacramento, CA 94274-0001

LOCAL AGENCY: City of Madera
ADDRESS: 205 West Fourth Street
Madera, CA 93637
Phone: 559-661-5400

Effective Date of Contract: March 1, 2013
Expiration Date of Contract: **February 29, 2016**

WHEREAS: Service Contract 75LX232, dated March 1, 2013, provided $500,681 to install a pre-signal, modify the existing traffic signal operations and preemption phasing, install tactile strips and sidewalk at the Cleveland Avenue Crossing, in the City of Madera, CPUC No. 001B-182.60, Federal DOT No. 760982W; and

WHEREAS: Additional funding and time is needed due to the delays in coordination between the local agency and railroad for advance preemption signal timing and for lead time in acquiring material and equipment; this Amendment No. 1 will extend the expiration date for Service Contract No. 75LX232, to February 29, 2016; and

NOW THEREFORE: It is mutually agreed by the parties hereto, that all terms and conditions of Service Contract No. 75LX232, shall remain in full force and effect, and shall be made a part of this Amendment No. 1, except that the expiration date has been extended to February 29, 2016.

***IN WITNESS WHEREOF**, the parties to this contract have hereunto set their hand the year and date first above written.*

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By _____
Branch Chief

Approved _____
Office Chief

Date _____

City of Madera

By _____

Title _____

Date _____

APPROVED: Caltrans Legal mg 03/2010

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REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 17, 2015
Agenda Item Number B-14

SUBJECT: **CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH KRAZAN & ASSOCIATES, INC., FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) AT VARIOUS LOCATIONS FEDERAL PROJECT NO. HSIPL 5157 (084) / CITY PROJECT NO. TS-18**

RECOMMENDATION:

That the City Council approve Resolution No. 15-_____:

1. Approving Agreement with Krazan & Associates, Inc.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement is for providing on-call professional geotechnical engineering and construction quality assurance (QA) and materials testing services to assure compliance with City of Madera requirements for the installation of pipelines, utilities and construction of City roadways. The quality control and materials testing services will consist of materials sampling and testing and providing reports of the results.

The agreement for the inspection and testing services is in the amount of $5,000 with an Extra Services amount of $500 to be approved by the City Engineer if additional funding is necessary to address quality assurance and materials testing requirements not originally anticipated. The actual cost of services will be paid according to the agreed prices in Exhibit "A" Fee Schedule included in the agreement.

DISCUSSION:

The work in general that Krazan and Associates Inc., will be testing consists of installation of in-roadway lighted crosswalks placed in concrete strips, advanced warning signs for school crossings, and construction of concrete ADA corner ramps.

The consultant is certified to provide the testing services as required for all of the required construction.

FISCAL IMPACT:

The project is fully funded and included in the adopted City's FY 2015/16 CIP Budget. Funding for this project has been budgeted with Local Transportation Funds and HSIP Highway Safety Improvement Program Funds. The Purchase Order for this agreement will encumber Fund: 41300, Dept: 332 - HSIP Highway Safety Improvement Program Funds for Account No. 5575-5074.

There is no fiscal impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 121.8 – Upgrade the City's street circulation capacity by the widening.

Strategy 126.0 – This project supports the Strategy Action 126 for providing clean attractive streets that are safe and aesthetically pleasing and also supports the delivery of infrastructure to support economic growth, consistent with the principles outlined in the Vision Action Plan.

Strategy 126.6 – The project includes installation of sidewalks and ADA ramps.

RESOLUTION NO. 15-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH KRAZAN & ASSOCIATES, INC., FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) AT VARIOUS LOCATIONS FEDERAL PROJECT NO. HSIPL 5157 (084) / CITY PROJECT NO. TS-18

WHEREAS, the City Council has awarded a construction contract for the; Highway Safety Improvement Program (HSIP) at various locations Federal Project No. HSIPL 5157 084, City Project No. TS-18

WHEREAS, funding for project construction is programmed in the City's FY 2015/16 Budget, and

WHEREAS, the construction quality assurance and materials testing by a certified engineering firm is required for the successful construction of the Project; and

WHEREAS, Krazan & Associates, Inc. has the particular skills to perform the necessary services and the City desires to retain Krazan & Associates, Inc., and

WHEREAS, the Agreement with Krazan & Associates, Inc., for construction quality assurance and materials testing services is recommended for approval.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA, HEREBY, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Agreement with Krazan & Associates, Inc., for construction quality assurance and materials testing services for an amount not to exceed $5,000, a copy of which is on file in the office of the City Clerk and referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * * * * *

AGREEMENT FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) AT VARIOUS LOCATIONS FEDERAL PROJECT NO. HSIPL 5157 (084) / CITY PROJECT NO. TS-18

This Agreement made and entered into this 17th day of June, 2015 between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY"**, and Krazan & Associates, Inc., hereinafter called "**ENGINEER**".

W I T N E S S E T H

WHEREAS, CITY plans to construct Highway Safety Improvement Program at Various Locations Federal project No. HSIPL 5157 084, City Project No. TS-18, hereinafter called "the Project"; and

WHEREAS, CITY needs the services of the ENGINEER, for the Materials Testing Services concrete mix and compaction of backfill, subgrade and aggregate base surfaces for the Highway Safety Improvement Program project, as specified in the Caltrans Construction Manual and Materials Testing Manual and City of Madera Quality Assurance Manual; and

WHEREAS, ENGINEER is qualified and licensed to provide the required professional quality assurance and materials testing services required by Caltrans and CITY desires to hire ENGINEER for such purposes.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. **SERVICES OF ENGINEER**:

CITY hereby hires ENGINEER to provide on-demand quality assurances and materials testing services for construction of concrete and compaction of backfill, subgrade and aggregate base surfaces for the Highway Safety Improvement Program at Various Locations Federal project No. HSIPL 5157 084, City Project No. TS-18 to support CITY as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in Section 2 – Scope of Work.

2. **SCOPE OF WORK**:

ENGINEER shall provide the professional on-demand quality assurance and materials testing services for quality control management of roadway construction, roadway materials and pipeline(s) installations set forth in EXHIBIT A – FEE SCHEDULE and EXHIBIT B – ON_DEMAND QUALITY ASSURANCES AND MATERIALS TESTING SERVICES, attached

hereto and incorporated herein by reference. ENGINEER shall comply with all Caltrans and City of Madera construction engineering and inspection standards and requirements.

3. **RESPONSIBILITIES:**

The City Engineer shall be the Responsible Engineer in charge of the Project. The ENGINEER shall report to the City's Construction Manager/Resident Engineer for the Project or other construction managers as designated by the CITY. The ENGINEER'S responsibility will only be related to the quality assurance and materials testing services of roadway construction, roadway materials and pipeline(s) installations for the Project.

4. **COMPENSATION:**

The ENGINEER shall be reimbursed for actual costs based on hourly billing rates that include labor wages, employee benefits, overhead and net fee/profit and be reimbursed for direct costs for supplies, travel/mileage and printing reports and for actual materials testing lab cost for the total estimated amount of Five Thousand Dollars ($5,000). The reimbursement for actual costs shall be paid at the hourly billing rates and itemized rates set forth in the ENGINEER'S FEE SCHEDULE, EXHIBIT "A" – attached here to and incorporated herein by reference.

CITY and ENGINEER agree that the hourly rates in EXHIBIT "A" shall remain in full force and effect through July 10, 2015. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services and deliverables to be reimbursed are included in Other Direct Costs listed in the Cost Proposal. There shall be no compensation for any type of equipment purchase.

CITY and ENGINEER mutually agree that the on-demand quality assurance and materials testing services may change due to the contractor's schedule and selection of vendors and differing conditions encountered during construction. Therefore, the final compensation may be more or less than the ENGINEER'S estimated cost. However, the ENGINEER shall not be entitled to compensation for any expenses exceeding $5,000 unless the parties enter into an approved amendment to this agreement which provides for such compensation.

5. COST PRINCIPLES AND PAYMENT:

Allowable elements of cost shall comply with the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Also, compliance with the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments is required.

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of ENGINEER'S monthly invoices for the work performed as specified herein. ENGINEER'S invoice shall specify the billed hours and hourly rates for each employee classification. A summary of costs to date for each component of the work shall

accompany the invoice. This summary shall also estimate the percentage of the work completed for each component.

The Cost Proposal is subject to an audit or Certified Public Account (CPA) Indirect Cost (Overhead) Audit Work Review. The Cost Proposal shall be adjusted by the ENGINEER and approved by the CITY to conform to the Workpaper Review recommendations or audit recommendations. The ENGINEER agrees that the individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by the CITY at its sole discretion. Refusal by the ENGINEER to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs including the fixed fee percentage. If ENGINEER fails to submit the required deliverables specified in the Scope of Services, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of this Agreement.

ENGINEER shall submit invoices no later than 45 calendar days after the performance of work for which ENGINEER is billing. Invoices shall follow the format included in the ENGINEER'S cost proposal. Invoices shall include a detail of ENGINEER'S services related to the tasks listed in the Contractor's schedule. The final invoice shall be submitted within 60 days of the CITY'S acceptance of the Project. Invoices shall be mailed to the address listed in Section 28 of this Agreement.

6. EXTRA SERVICES:

Extra services not contemplated hereunder as set forth in this Agreement or for such services beyond the control of the CITY or ENGINEER as may be specifically requested by CITY or ENGINEER through the City Engineer in writing. Extra services shall be mutually agreed to and ENGINEER shall be compensated at the hourly rates in EXHIBIT "A", provided however, the City Engineer's authority is limited to expenditures not to exceed an additional amount of $500.

7. DOCUMENTATION & DELIVERABLES:

ENGINEER shall provide to the City's Resident Engineer the appropriate documentation in a format specified in the Caltrans Construction Manual, of the work to be inspected and approved to the Resident Engineer. Such documentation and reports shall be consistent with the Caltrans Construction Manual and provided in a timely manner for the task at hand and per the contract documents. ENGINEER shall provide proof of Caltrans certification for testing laboratory.

Upon Completion and acceptance of the project by the CITY, ENGINEER shall deliver the original documents, files, records, drawings, final reports required by Caltrans and other documents prepared for the project.

8. AUDITS AND INSPECTIONS ACCESS:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; the CITY and ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement.

ENGINEER shall, upon reasonable notice and at any time during regular business hours, and as often as CITY, may deem necessary, make available to the CITY, or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. ENGINEER shall permit CITY, to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement. ENGINEER shall retain all of these documents for a period of three (3) years after final payment to ENGINEER.

9. LIABILITY INSURANCE:

ENGINEER 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 work hereunder by the ENGINEER, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. ENGINEER'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

ENGINEER shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Insurance: $1,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation Insurance and Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors & Omissions): $1,000,000 aggregate with a deductible not to exceed $50,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the ENGINEER shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the ENGINEER including completed operations coverage; or automobiles owned, leased, hired or borrowed by the ENGINEER.

2. For any claims related to this project, the ENGINEER'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or designated volunteers shall be excess of the ENGINEER'S insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

E. Acceptability of Insurers

ENGINEER shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. OWNERSHIP OF DOCUMENTS:

The responsible Professional Engineer shall sign and date all construction materials inspection documents and reports and other engineering reports furnished by ENGINEER and, where appropriate, indicate their registration number. The documents shall be prepared in a format consistent with the Caltrans Construction Manual.

If the Agreement is terminated at any time, the ENGINEER shall submit all project related documents, deliverables and correspondence whether in complete form, draft form or in progress. These items will become the sole property of the CITY which may use them to complete the Project.

Upon completion and acceptance of the Project, all documents required in performing services under this Agreement shall, be submitted to, and remain the sole property of CITY.

Reuse or modifications of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk and without liability to ENGINEER. CITY shall indemnify, defend and hold harmless ENGINEER for any claims, loss, cost or damages arising out of, pertaining to, or relate to such reuse or modification, including use of incomplete documents.

11. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, or other data and information relative to the CITY'S operations, which are designated confidential by the CITY and made available to the ENGINEER, in order to carry out this Agreement, shall be protected by the ENGINEER from unauthorized use and disclosure. Permission to disclose information on one occasion, or public hearing held by the CITY relating to this Agreement, shall not authorize the ENGINEER to further disclose such information or disseminate the same on any other occasion.

The ENGINEER shall not comment publicly to the press or any other media regarding this Agreement or the CITY'S actions on the same, except to the CITY'S staff, ENGINEER'S own personnel involved in the performance of the Agreement, at public hearings or in response to questions from a Legislative committee. The ENGINEER shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

12. TIME OF COMPLETION:

Based on the contractor's construction schedule, ENGINEER'S quality control and testing services should be completed by July 10, 2015. The final task will be the submittal of documents for the Final Report. This agreement may be extended by mutual written agreement.

13. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon thirty (30) calendar days written notice. In the event the Agreement is terminated by either party, ENGINEER shall be compensated for services performed to the date of termination based upon the

compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the City Engineer to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by ENGINEER;
2. A failure by ENGINEER to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by ENGINEER to CITY.

In no event shall any payment by CITY or acceptance by ENGINEER constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of ENGINEER the repayment to CITY of any funds disbursed to ENGINEER under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

14. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by ENGINEER for approval to the end that there will be no significant delays in ENGINEER'S program of work. An approval, authorization or request to ENGINEER given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

15. HOLD HARMLESS:

ENGINEER shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER, its officers, subconsultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

16. RESPONSIBILITY FOR OTHERS:

ENGINEER shall be responsible to CITY for its services and the services of its sub consultants. ENGINEER shall not be responsible for the acts or omissions of the CITY or other parties engaged by CITY, nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17. PROFESSIONAL RESPONSIBILITY:

ENGINEER shall be obligated to comply with applicable standards of professional care in the performance of the Quality Assurance and Materials Testing Services. Engineer recognizes that

opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

18. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, ENGINEER, and their successors in interest, legal representatives, executors, administrators and permitted assigns with respect to all covenants as set forth herein. ENGINEER shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

19. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

20. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

21. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by ENGINEER under this Agreement, it is mutually understood and agreed that ENGINEER, including any and all of ENGINEER'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,, employee, joint venture, fiduciary, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which ENGINEER shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that ENGINEER is performing its obligations in accordance with the terms and conditions hereof. ENGINEER and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, ENGINEER shall have absolutely no right to employment rights and benefits available to CITY employees. ENGINEER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, ENGINEER shall be solely responsible and hold CITY harmless from all matters relating to payment of ENGINEER'S employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that

during the term of this Agreement ENGINEER may be providing services to others unrelated to CITY or to this Agreement.

22. CONFLICT OF INTEREST

The ENGINEER shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of the Agreement, or any ensuing CITY construction project. The ENGINEER shall also list current clients who may have a financial interest in the outcome of the Agreement, or ensuing CITY construction project. The ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

The ENGINEER hereby certifies that neither the ENGINEER, its employees, nor any firm affiliated with the ENGINEER providing services on this Project, prepared the Plans, Specification, and Estimates for any construction contract included within the Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. The ENGINEER further certifies that neither the ENGINEER, nor any firm affiliated with the ENGINEER, will bid on any construction subcontracts included within the construction contract. Additional, ENGINEER certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The ENGINEER warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

24. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

25. AMENDMENTS:

Any changes to this Agreement requested either by CITY or ENGINEER may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

26. COMPLIANCE WITH LAWS AND WAGE RATES:

Consistent with the professional standard of care, ENGINEER shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of ENGINEER'S services. ENGINEER may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

Per DIR registration requirements the Consultant must pay prevailing wages for testing personnel.

27. DISADVANTAGE BUSINESS ENTERPRISE PROGRAM:

Federally funded projects adhere to the Disadvantage Business Enterprise (DBE) Program requirements. The ENGINEER shall attempt to meet the Federal DBE project goal. If the goal cannot be met the ENGINEER shall follow Federal DBE good faith effort requirements under the Division of Procurement and Contracts.

28. ENGINEER'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of ENGINEER hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that ENGINEER is a duly organized and legally existing corporation in good standing in the State of California.

29. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY	ENGINEER
Engineering Division	Krazan & Associates, Inc.
205 W. 4th Street	215 W. Dakota Avenue
Madera, CA 93637	Clovis, Ca 93612
Attention: Keith B. Helmuth, P.E.	Dave R. Jarosz, II, R.C.E., R.G.E
City Engineer	Vice President of Engineering Services

30. COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants the they have not employed or retained any company or person, other than a bona fide employee working for the ENGINEER; to solicit or secure this agreement; and that they have not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, CITY shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

31. PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING

The ENGINEER certifies to the best of his or hers knowledge and belief that:

1. No city, state or federal appropriated funds have been paid, or will be paid by-or-on behalf of the ENGINEER to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any state or federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the ENGINEER shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The ENGINEER also agrees by signing this document the he

or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

32. CERTIFICATIONS

The Exhibits and Certifications listed on the ATTACHMENTS page, incorporated herein and attached hereto, are a part of this agreement.

33. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between ENGINEER and CITY respecting the Project and correctly sets the obligations of the ENGINEER and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * * * * * * * * *

CITY OF MADERA

By: _____
Robert L. Poythress, Mayor

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ENGINEER

By: _____

_____
Taxpayer I.D. Number

_____
DIR Registration number

ATTACHMENTS

EXHIBIT A
FEE SCHEDULE

EXHIBIT B
ON DEMAND MATERIALS TESTING SERVICES

EXHIBIT A

FEE SCHEDULE

FEE SCHEDULE

Description of Service	Rates
Engineering Technician Group 1 – To perform Non-Destructive Testing and Specialty Testing (Ultrasonic, Mag Particle, etc) of structural steel on-site or in fabrication shop inspection.	$98.00 / hour
Engineering Technician Group 1 Overtime	$137.00 / hour
Engineering Technician Group 2 – To perform AWS-CWI welding inspection of structural steel on-site or fabrication shop, ICC Certified Inspector for reinforcement placement inspection on-site.	$95.00 / hour
Engineering Technician Group 2 Overtime	$133.00 / hour
Engineering Technician Group 3 – To perform soils testing, asphalt observation and testing, sampling materials for testing, on-site or in batch plant.	$90.00 / hour
Engineering Technician Group 3 Overtime	$126.00 / hour
Engineering Technician Group 4 – To perform ACI concrete sampling & testing on-site or in batch plant.	$88.00 / hour
Engineering Technician Group 4 Overtime	$123.00 / hour
Sample Pick Up (non-prevailing wage) of concrete, soils, asphalt, etc. samples that were previously cast or prepared. No testing. Trip charge included.	$70.00 / hour
Asphalt/Concrete Coring (2 men Crew, Prevailing Wage)	$180.00 / hour
Maximum Density & Optimum Moisture Soil & Aggregate ASTM D1557, CTM 216	$150.00 / each
Single check point ASTM D1557, CTM 216	$60.00 / each
Laboratory Moisture Content – ASTM D4643, ASTM D4959	$20.00 / each
Soil Classification – ASTM D3282	$120.00 / each
R-Value Test – ASTM D2844	$175.00 / each
Sand Equivalent – ASTM D2419	$80.00 / each
Atterburg Limits – ASTM D4318	$160.00 / each
Atterburg Limits (non-plastic result) – ASTM D4318	$20.00 / each
Sieve Analysis of Fine and Coarse Aggregates – ASTM C117 ASTM C136	$60.00 / each
Soundness of Aggregates – ASTM C88	$240.00 / each
Percentage of Flat and Elongated Particles – ASTM D4791	$90.00 / each
Degradation of Aggregate by Los Angeles Rattler Machine ASTM C131	$140.00 / each
Concrete Compressive Strength, set of 4 cylinders, cure plus break	$80.00 / set
Each additional cylinder cure plus break	$17.00 / each
Flexural Strength of Concrete ASTM C78, ASTM C293 each beam	$75.00 / each
Register Civil Engineer – To attend meetings, review/prepare required correspondence beyond required reports.	$138.00 / hour
Administrative Staff – Mass document copying, drafting, file searches, etc.	$45.00 / hour
Project Manager – To perform management duties, attend meetings and prepare required correspondence beyond required reports.	$75.00 / hour
Registered Civil Engineer – To attend meetings, review/prepare required correspondence beyond reports.	$110.00 / hour

- Services will be performed on a "time and materials" basis. Additional services, as requested, will be billed in accordance with our General Fee Schedule.
- Krazan & Associates charges a two (2.0) hour minimum per site visit portal-to-portal and two (2.0) hour increments thereafter.
- Standard working hours are from 7:00 A.M to 3:30 P.M. Monday through Friday. Any work performed beyond 8 hours per day and Saturdays will be billed at 1.5 times the hourly rate noted above.
- All inclement weather cancellations without 12 hour notice of cancellation will be subject to 2 hour minimum charges per day cancelled.

EXHIBIT B

ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES

FOR

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) AT VARIOUS LOCATIONS FEDERAL PROJECT NO. HSIPL 5157 (084) / CITY PROJECT NO. TS-18

CITY OF MADERA

ENGINEERING DEPARTMENT

205 W. Fourth Street

Madera, CA 93637

SCOPE OF WORK:

The scope of work entails providing Quality Assurance and Materials Testing Services for sidewalk, ADA ramp, concrete construction for the Highway Safety Improvement Program project at various locations.

The Engineering firm shall be registered in the State of California as Professional Civil Engineers. The Engineering firm shall have experience with Caltrans construction and testing requirements, and record keeping essential for the quality assurance and testing services.

The QA Engineer shall be responsible for quality assurance in the construction of the project's roadway, roadway materials and pipeline(s) installations. The services provided during construction will generally consist of material sampling and testing and recordkeeping. The Engineering Firm shall attend construction progress meetings as requested by the City, and coordinate all construction testing activities with the City of Madera, Project Manager/Resident Engineer (PM/RE).

City staff will administer the Construction Management for the project.

PROJECT DESCRIPTION:

The work in general that Krazan and Associates Inc., will be testing consists of installation of in-roadway lighted crosswalks placed in concrete strips, advanced warning signs for school crossings, and construction of concrete ADA corner ramps.

The time for completion of the project is 60 calendar days.

GENERAL SCOPE OF SERVICES:

City Responsibilities:

Provide PM & RE services to administer the contract between the City and QA firm.

Provide all PM & RE services for construction of the Highway Safety Improvement Program project.

Provide City Inspector's for roadway construction inspections.

Conduct weekly progress meetings with Contractor.

Coordinate testing as requested by the Contractor.

Consultant Responsibilities:

Provide all QC services requested for roadway construction.

Set-up and maintain job record testing files.

Perform materials sampling and testing as directed.

Attend weekly progress meetings upon request.

Monitor Contractor's schedule for scheduling of testing.

Prepare and submit testing progress reports and submit to City PM and Resident Engineer.

Enforce applicable health and project safety requirements.

CONSULTANT AGREEMENT:

The Consultant Agreement is for the amount of $5,000, inclusive of an Extra Services fee in the amount of $500. If the testing costs exceed this amount, the contract will be amended accordingly. The payment for the scope of services will be based on the Exhibit A -Fee Schedule for actual testing, sampling of material, concrete strength determinations, qualified Technician cost, Project Manager and responsible Engineer cost and fixed fee for office handling in accordance with the On-Demand Testing Services Agreement Fee Schedule as set forth in this agreement.

Prevailing Wages: The consultant is required to comply with the California State Prevailing Wages Law and Section 1720 of the State Labor Code. Wage guideline entitled, "Consultant Guidelines for Prevailing Wage and Labor Compliance on Architectural and Engineering Contracts" will be used to administer the Agreement.

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 17, 2015
Agenda Item Number B-15

SUBJECT: **CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH KLEINFELDER WEST, INC. FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR GATEWAY DRIVE- CLEVELAND AVENUE SECTION 130 INTERSECTION IMPROVEMENTS FEDERAL PROJECT NO. STPLR-7500 (208) CITY PROJECT NO. ST 14-09**

RECOMMENDATION:

That the City Council approve Resolution No. 15-_____:

1. Approving Agreement with Kleinfelder West, Inc.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement is for providing on-call professional geotechnical engineering and construction quality assurance (QA) and materials testing services to assure compliance with City of Madera requirements for the installation of pipelines, utilities and construction of City roadways. The quality control and materials testing services will consist of materials sampling and testing and providing reports of the results.

The agreement for the inspection and testing services is in the amount of $5,000 with an Extra Services amount of $500 to be approved by the City Engineer if additional funding is necessary to address quality assurance and materials testing requirements not originally anticipated. The actual cost of services will be paid according to the agreed prices in Exhibit "A" Fee Schedule included in the agreement.

DISCUSSION:

The work in general that Kleinfelder West, Inc., will be testing consists of concrete demolition and construction of concrete sidewalk, curb and gutter, median island, traffic signal modifications, installation of owner furnished traffic signal pole with street light arm, traffic signal conduit, conductor and cable connections, installation of ADA ramps, truncated domes, furnish and install a train Activated "No Right Turn" blank out sign.

The consultant is certified to provide the testing services as required for all of the required construction.

FISCAL IMPACT:
The project is fully funded and included in the adopted City's FY 2015/16 CIP Budget. Funding for this project has been budgeted with Section 130 Program Funds. The Purchase Order for this agreement will encumber Fund: 41300, Dept: 332 – Section 130 Program Funds for Account No. 5575-5071.

There is no fiscal impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 121.8 – Upgrade the City's street circulation

Strategy 126.0 – This project supports the Strategy Action 126 for providing clean attractive streets that are safe and aesthetically pleasing and also supports the delivery of infrastructure to support economic growth, consistent with the principles outlined in the Vision Action Plan.

Strategy 126.6 – The project includes installation of sidewalks and ADA ramps.

RESOLUTION NO. 15-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH KLEINFELDER WEST, INC., FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR GATEWAY DRIVE- CLEVELAND AVENUE SECTION 130 INTERSECTION IMPROVEMENTS FEDERAL PROJECT NO. STPLR-7500 (208) CITY PROJECT NO. ST 14-09

WHEREAS, the City Council has awarded a construction contract for the; Gateway Drive –Cleveland Avenue Section 130 Intersection Improvements Federal Project No. STPLR-7500 (208) City Project No. ST 14-09, and

WHEREAS, funding for project construction is programmed in the City's FY 2014/15 Budget, and

WHEREAS, the construction quality assurance and materials testing by a certified engineering firm is required for the successful construction of the Project; and

WHEREAS Kleinfelder West, Inc. has the particular skills to perform the necessary services and the City desires to retain Kleinfelder West, Inc., and

WHEREAS, the Agreement with Kleinfelder West, Inc., for construction quality assurance and materials testing services is recommended for approval.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA, HEREBY, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Agreement with Kleinfelder West, Inc.,for construction quality assurance and materials testing services for an amount not to exceed $5,000, a copy of which is on file in the office of the City Clerk and referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * * * * *

AGREEMENT FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR GATEWAY DRIVE- CLEVELAND AVENUE SECTION 130 INTERSECTION IMPROVEMENTS FEDERAL PROJECT NO. STPLR-7500 (208) CITY PROJECT NO. ST 14-09

This Agreement made and entered into this 17th day of June, 2015 between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY",** and Kleinfelder West, Inc., hereinafter called "**ENGINEER**".

W I T N E S S E T H

WHEREAS, CITY plans to construct Gateway Drive-Cleveland Avenue Section 130 Intersection Improvements Federal Project No. STPLR-7500 (208) City Project No. ST 14-09, hereinafter called "the Project"; and

WHEREAS, CITY needs the services of the ENGINEER, for the intersection improvements of Gateway Drive and Cleveland Avenue, as specified in the Caltrans Construction Manual and Materials Testing Manual and City of Madera Quality Assurance Manual; and

WHEREAS, ENGINEER is qualified and licensed to provide the required professional quality assurance and materials testing services required by Caltrans and CITY desires to hire ENGINEER for such purposes.

NOW THEREFORE:
The parties hereto mutually agree as follows:

1. **SERVICES OF ENGINEER:**

CITY hereby hires ENGINEER to provide on-demand quality assurances and materials testing services for construction concrete mix and compaction of backfill, subgrade and aggregate base surfaces for the Gateway Drive-Cleveland Avenue Section 130 Intersection Improvements Federal Project No. STPLR-7500 (208) City Project No. ST 14-09 project to support CITY as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in Section 2 – Scope of Work.

2. **SCOPE OF WORK:**

ENGINEER shall provide the professional on-demand quality assurance and materials testing services for quality control management of roadway construction, roadway materials and pipeline(s) installations set forth in EXHIBIT A – FEE SCHEDULE and EXHIBIT B – ON_DEMAND QUALITY ASSURANCES AND MATERIALS TESTING SERVICES, attached

hereto and incorporated herein by reference. ENGINEER shall comply with all Caltrans and City of Madera construction engineering and inspection standards and requirements.

3. **RESPONSIBILITIES**:

The City Engineer shall be the Responsible Engineer in charge of the Project. The ENGINEER shall report to the City's Construction Manager/Resident Engineer for the Project or other construction managers as designated by the CITY. The ENGINEER'S responsibility will only be related to the quality assurance and materials testing services of roadway construction, roadway materials and pipeline(s) installations for the Project.

4. **COMPENSATION:**

The ENGINEER shall be reimbursed for actual costs based on hourly billing rates that include labor wages, employee benefits, overhead and net fee/profit and be reimbursed for direct costs for supplies, travel/mileage and printing reports and for actual materials testing lab cost for the total estimated amount of Five Thousand Dollars ($5,000). The reimbursement for actual costs shall be paid at the hourly billing rates and itemized rates set forth in the ENGINEER'S FEE SCHEDULE, EXHIBIT "A" – attached here to and incorporated herein by reference.

CITY and ENGINEER agree that the hourly rates in EXHIBIT "A" shall remain in full force and effect through August 21, 2015. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services and deliverables to be reimbursed are included in Other Direct Costs listed in the Cost Proposal. There shall be no compensation for any type of equipment purchase.

CITY and ENGINEER mutually agree that the on-demand quality assurance and materials testing services may change due to the contractor's schedule and selection of vendors and differing conditions encountered during construction. Therefore, the final compensation may be more or less than the ENGINEER'S estimated cost. However, the ENGINEER shall not be entitled to compensation for any expenses exceeding $5,000 unless the parties enter into an approved amendment to this agreement which provides for such compensation.

5. **COST PRINCIPLES AND PAYMENT:**

Allowable elements of cost shall comply with the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Also, compliance with the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments is required.

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of ENGINEER'S monthly invoices for the work performed as specified herein. ENGINEER'S invoice shall specify the billed hours and hourly rates for each employee classification. A summary of costs to date for each component of the work shall

accompany the invoice. This summary shall also estimate the percentage of the work completed for each component.

The Cost Proposal is subject to an audit or Certified Public Account (CPA) Indirect Cost (Overhead) Audit Work Review. The Cost Proposal shall be adjusted by the ENGINEER and approved by the CITY to conform to the Workpaper Review recommendations or audit recommendations. The ENGINEER agrees that the individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by the CITY at its sole discretion. Refusal by the ENGINEER to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs including the fixed fee percentage. If ENGINEER fails to submit the required deliverables specified in the Scope of Services, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of this Agreement.

ENGINEER shall submit invoices no later than 45 calendar days after the performance of work for which ENGINEER is billing. Invoices shall follow the format included in the ENGINEER'S cost proposal. Invoices shall include a detail of ENGINEER'S services related to the tasks listed in the Contractor's schedule. The final invoice shall be submitted within 60 days of the CITY'S acceptance of the Project. Invoices shall be mailed to the address listed in Section 28 of this Agreement.

6. EXTRA SERVICES:

Extra services not contemplated hereunder as set forth in this Agreement or for such services beyond the control of the CITY or ENGINEER as may be specifically requested by CITY or ENGINEER through the City Engineer in writing. Extra services shall be mutually agreed to and ENGINEER shall be compensated at the hourly rates in EXHIBIT "A", provided however, the City Engineer's authority is limited to expenditures not to exceed an additional amount of $500.

7. DOCUMENTATION & DELIVERABLES:

ENGINEER shall provide to the City's Resident Engineer the appropriate documentation in a format specified in the Caltrans Construction Manual, of the work to be inspected and approved to the Resident Engineer. Such documentation and reports shall be consistent with the Caltrans Construction Manual and provided in a timely manner for the task at hand and per the contract documents. ENGINEER shall provide proof of Caltrans certification for testing laboratory.

Upon Completion and acceptance of the project by the CITY, ENGINEER shall deliver the original documents, files, records, drawings, final reports required by Caltrans and other documents prepared for the project.

8. AUDITS AND INSPECTIONS ACCESS:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; the CITY and ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement.

ENGINEER shall, upon reasonable notice and at any time during regular business hours, and as often as CITY, may deem necessary, make available to the CITY, or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. ENGINEER shall permit CITY, to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement. ENGINEER shall retain all of these documents for a period of three (3) years after final payment to ENGINEER.

9. LIABILITY INSURANCE:

ENGINEER 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 work hereunder by the ENGINEER, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. ENGINEER'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

ENGINEER shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Insurance: $1,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation Insurance and Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors & Omissions): $1,000,000 aggregate with a deductible not to exceed $50,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the ENGINEER shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the ENGINEER including completed operations coverage; or automobiles owned, leased, hired or borrowed by the ENGINEER.

2. For any claims related to this project, the ENGINEER'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or designated volunteers shall be excess of the ENGINEER'S insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

E. Acceptability of Insurers

ENGINEER shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. OWNERSHIP OF DOCUMENTS:

The responsible Professional Engineer shall sign and date all construction materials inspection documents and reports and other engineering reports furnished by ENGINEER and, where appropriate, indicate their registration number. The documents shall be prepared in a format consistent with the Caltrans Construction Manual.

If the Agreement is terminated at any time, the ENGINEER shall submit all project related documents, deliverables and correspondence whether in complete form, draft form or in progress. These items will become the sole property of the CITY which may use them to complete the Project.

Upon completion and acceptance of the Project, all documents required in performing services under this Agreement shall, be submitted to, and remain the sole property of CITY.

Reuse or modifications of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk and without liability to ENGINEER. CITY shall indemnify, defend and hold harmless ENGINEER for any claims, loss, cost or damages arising out of, pertaining to, or relate to such reuse or modification, including use of incomplete documents.

11. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, or other data and information relative to the CITY'S operations, which are designated confidential by the CITY and made available to the ENGINEER, in order to carry out this Agreement, shall be protected by the ENGINEER from unauthorized use and disclosure. Permission to disclose information on one occasion, or public hearing held by the CITY relating to this Agreement, shall not authorize the ENGINEER to further disclose such information or disseminate the same on any other occasion.

The ENGINEER shall not comment publicly to the press or any other media regarding this Agreement or the CITY'S actions on the same, except to the CITY'S staff, ENGINEER'S own personnel involved in the performance of the Agreement, at public hearings or in response to questions from a Legislative committee. The ENGINEER shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

12. TIME OF COMPLETION:

Based on the contractor's construction schedule, ENGINEER'S quality control and testing services should be completed by August 21, 2015. The final task will be the submittal of documents for the Final Report. This agreement may be extended by mutual written agreement.

13. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon thirty (30) calendar days written notice. In the event the Agreement is terminated by either party, ENGINEER shall be compensated for services performed to the date of termination based upon the

compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the City Engineer to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by ENGINEER;
2. A failure by ENGINEER to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by ENGINEER to CITY.

In no event shall any payment by CITY or acceptance by ENGINEER constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of ENGINEER the repayment to CITY of any funds disbursed to ENGINEER under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

14. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by ENGINEER for approval to the end that there will be no significant delays in ENGINEER'S program of work. An approval, authorization or request to ENGINEER given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

15. HOLD HARMLESS:

ENGINEER shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER, its officers, subconsultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

16. RESPONSIBILITY FOR OTHERS:

ENGINEER shall be responsible to CITY for its services and the services of its sub consultants. ENGINEER shall not be responsible for the acts or omissions of the CITY or other parties engaged by CITY, nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17. PROFESSIONAL RESPONSIBILITY:

ENGINEER shall be obligated to comply with applicable standards of professional care in the performance of the Quality Assurance and Materials Testing Services. Engineer recognizes that

opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

18. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, ENGINEER, and their successors in interest, legal representatives, executors, administrators and permitted assigns with respect to all covenants as set forth herein. ENGINEER shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

19. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

20. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

21. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by ENGINEER under this Agreement, it is mutually understood and agreed that ENGINEER, including any and all of ENGINEER'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,, employee, joint venture, fiduciary, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which ENGINEER shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that ENGINEER is performing its obligations in accordance with the terms and conditions hereof. ENGINEER and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, ENGINEER shall have absolutely no right to employment rights and benefits available to CITY employees. ENGINEER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, ENGINEER shall be solely responsible and hold CITY harmless from all matters relating to payment of ENGINEER'S employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that

during the term of this Agreement ENGINEER may be providing services to others unrelated to CITY or to this Agreement.

22. CONFLICT OF INTEREST

The ENGINEER shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of the Agreement, or any ensuing CITY construction project. The ENGINEER shall also list current clients who may have a financial interest in the outcome of the Agreement, or ensuing CITY construction project. The ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

The ENGINEER hereby certifies that neither the ENGINEER, its employees, nor any firm affiliated with the ENGINEER providing services on this Project, prepared the Plans, Specification, and Estimates for any construction contract included within the Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. The ENGINEER further certifies that neither the ENGINEER, nor any firm affiliated with the ENGINEER, will bid on any construction subcontracts included within the construction contract. Additional, ENGINEER certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The ENGINEER warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

24. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

25. AMENDMENTS:

Any changes to this Agreement requested either by CITY or ENGINEER may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

26. COMPLIANCE WITH LAWS AND WAGE RATES:

Consistent with the professional standard of care, ENGINEER shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of ENGINEER'S services. ENGINEER may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

Per DIR registration requirements the Consultant must pay prevailing wages for testing personnel.

27. DISADVANTAGE BUSINESS ENTERPRISE PROGRAM:

Federally funded projects adhere to the Disadvantage Business Enterprise (DBE) Program requirements. The ENGINEER shall attempt to meet the Federal DBE project goal. If the goal cannot be met the ENGINEER shall follow Federal DBE good faith effort requirements under the Division of Procurement and Contracts.

28. ENGINEER'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of ENGINEER hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that ENGINEER is a duly organized and legally existing corporation in good standing in the State of California.

29. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY	ENGINEER
Engineering Division	Kleinfelder West, Inc.
205 W. 4th Street Madera, CA 93637 Attention: Keith B. Helmuth, P.E.	5125 N. Gates Avenue, Suite 102 Fresno, California 93722 William Siegal, PE
City Engineer	President

30. COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants the they have not employed or retained any company or person, other than a bona fide employee working for the ENGINEER; to solicit or secure this agreement; and that they have not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, CITY shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

31. PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING

The ENGINEER certifies to the best of his or hers knowledge and belief that:

1. No city, state or federal appropriated funds have been paid, or will be paid by-or-on behalf of the ENGINEER to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any state or federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the ENGINEER shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The ENGINEER also agrees by signing this document the he

or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

32. CERTIFICATIONS

The Exhibits and Certifications listed on the ATTACHMENTS page, incorporated herein and attached hereto, are a part of this agreement.

33. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between ENGINEER and CITY respecting the Project and correctly sets the obligations of the ENGINEER and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * * * * * * * * *

CITY OF MADERA

By: _____
Robert L. Poythress, Mayor

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ENGINEER

By: _____

_____
Taxpayer I.D. Number

_____
DIR Registration Number

ATTACHMENTS

EXHIBIT A
FEE SCHEDULE

EXHIBIT B
ON DEMAND MATERIALS TESTING SERVICES

EXHIBIT A

FEE SCHEDULE

KLEINFELDER FEE SCHEDULE FOR CITY OF MADERA ANNUAL MATERIALS TESTING SERVICES 2015

Proposed Fee Structure

Testing and inspection services will be performed on a time-and-materials basis portal to portal from our Fresno office. Time will be billed per site visit with a four hour minimum including travel and in one hour increments thereafter. Our standard rates are applicable up to 8 hours onsite. Overtime rates are applicable for weekends and site time greater than 8 hours per day. Double time rates are applicable for holidays for site time in excess of 12 hours per day. Overtime and double time hours will be billed at 1.25 and 2.0 times the standard hourly rate. It is our understanding that this project is subject to the greater wage and benefits of prevailing wage requirements set forth by the State of California Division of Industrial Relations and the Federal Davis Bacon wage standards.

The proposed fee includes standard invoicing with time detail summary. Additional administrative time may be charged if invoice backup information (timesheets, daily field reports, or work summaries) is requested. Certified payroll for prevailing wage projects will be provided only if requested and will also be subject to additional charges for the related administrative time for each pay period. Invoices will be issued on a monthly basis, or upon completion of a project, whichever is sooner. The net amount of invoices is payable on presentation of the invoice. If not paid within 30 days after the date of the invoice, the unpaid balance shall be subject to a FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%.

Per diem will be charged at a rate of $140 per day per person or expenses plus 20%, whichever is greater. Per diem will be charged for all projects in excess of 100 miles from the nearest Kleinfelder office. Outside services will include a 20% markup, unless otherwise noted.

[†]Examples of common test methods. Other methods may exist.

KLEINFELDER FEE SCHEDULE FOR CITY OF MADERA ANNUAL MATERIALS TESTING SERVICES 2015

PROFESSIONAL STAFF RATES*

Assistant Project Manager	$ 126 / hour
Staff Professional I	$ 126 / hour
Staff Professional II	$ 129 / hour
Senior Construction Manager	$ 175 / hour
Project Professional	$ 155 / hour
Senior Professional	$ 165 / hour
Project Manager	$ 165 / hour
Principal / Principal Professional	$ 195 / hour
Program/Client Manager	$ 195 / hour
Senior Principal / Senior Principal Professional	$ 195 / hour

ADMINISTRATIVE/TECHNICAL STAFF RATES

Administrative I	$ 74 / hour
Project Administrator	$ 74 / hour
Technician I	$ 75 / hour
Technician II	$ 75 / hour
Technician III	$ 75 / hour
Technician IV	$ 75 / hour
Senior Technician	$ 75 / hour
Supervisory Technician	$ 75 / hour
Technician I	$ 99 / hour*
Technician II	$ 99 / hour*
Technician III	$ 99 / hour*
Technician IV	$ 99 / hour*
Senior Technician	$ 99 / hour*
Supervisory Technician	$ 99 / hour*
Draftsperson	$ 97 / hour
CADD Operator	$ 90 / hour

Minimum Charges For Office Time Per Day ..... One hour at Applicable Rate

*State prevailing wage / Davis Bacon wage rates

Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date.

Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

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†***Examples of common test methods. Other methods may exist.***

KLEINFELDER FEE SCHEDULE FOR CITY OF MADERA ANNUAL MATERIALS TESTING SERVICES 2015

SOIL TESTS

SOIL DENSITY TESTS

Test	Invoice Name	Test Method†	Price
Standard Proctor, 4" Mold	STANDARD PROCTOR, 4"	D698, T99	$210.00 each
Standard Proctor, 6" Mold	STANDARD PROCTOR, 6"	D698, T99	$235.00 each
Modified Proctor, 4" Mold	MODIFIED PROCTOR, 4"	D1557, T180	$215.00 each
Modified Proctor, 6" Mold	MODIFIED PROCTOR, 6"	D1557, T180	$240.00 each
Proctor Check Point	PROCTOR CHECK POINT	T272	$115.00 each
Proctor Oversize Correction	PROCTOR CORR OVRSZ	D4718	$65.00 each
Treated Soil Proctor	TREATED SOIL PROCTOR	D558	$280.00 each
Minimum/Maximum Relative Density	MIN-MAX REL DENS	D4352, D4253	$360.00 each
Moisture/Density, TEX 113-E	MOIST DENS TEX 113-E	TEX113-E	$260.00 each
Moisture/Density, TEX 114-E	MOIST DENS TEX 114-E	TEX114-E	$260.00 each
California Impact, CTM 216, Dry Method	CTM 216, DRY	CTM216	$215.00 each
California Impact, CTM 216, Wet Method	CTM216, WET	CTM216	$195.00 each

SOIL CLASSIFICATION AND INDEX TESTS

Test	Invoice Name	Test Method†	Price
Visual Classification	CLASSIFICATN, VISUAL	D2488	$10.00 each
Sieve Analysis, % Finer than 200 Sieve	SIEVE ANALYSIS, -200	C117, D1140	$80.00 each
Sieve Analysis, Fine	SIEVE ANALYSIS, F	C136, D422, D6913	$120.00 each
Sieve Analysis, Coarse	SIEVE ANALYSIS, C	C136, D422, D6913	$120.00 each
Sieve Analysis, Coarse and Fine	SIEVE ANALYSIS, C&F	C136, D422, D6913	$125.00 each
Hydrometer Analysis	HYDROMETER	D422	$165.00 each
Water Content	WATER CONTENT	D2216, D4643	$25.00 each
Water Content and Dry Unit Weight	WATER/DENSITY, SOIL	D2216, D2937, D7263	$45.00 each
Atterberg Limits, Single Point	ATTERBERG, SINGLE PT.	D4318-Method B	$110.00 each
Atterberg Limits, Multiple Point	ATTERBERG, MULTI PT.	D4318-Method A	$170.00 each
Atterberg Limits, Liquid Limit Only	LIQUID LIMIT ONLY	D4318	$110.00 each
Soil Specific Gravity	SOIL SPEC. GRAV	D854	$140.00 each
Soil Organic Content	SOIL ORGANIC CONTENT	D2974-Method C	$115.00 each
Pinhole Dispersion Classification	PINHOLE DISPERSION	D4647	$300.00 each
Soil pH	SOIL PH	D4972, G51	$55.00 each
Soil Resistivity	SOIL RESISTIVITY	G187	$160.00 each
Chloride Content	CHLORIDE CONTENT		$50.00 each
Sulfate Content	SULFATE CONTENT		$100.00 each

SOIL BEARING PRESSURE TESTS

Test	Invoice Name	Test Method†	Price
California Bearing Ratio, Single Point *	CBR, 1 POINT	D1883	$350.00 each
California Bearing Ratio, 3 Points *	CBR, 3 POINTS	D1883	$650.00 each
Resistance R-Value	R-VALUE	D2844	$280.00 each
Resistance R-Value of Treated Material	R-VALUE, TREATED	D2844	$350.00 each
Rock Correction for R-Value	R-VALUE, ROCK CORR.	D2844	$80.00 each
Stabilized Soil UC Strength, 1 Point	STABIL. SOIL UC PT.	D1633, D5102	$150.00 each
Stabilized Soil UC Strength, Set of 3	STABIL. SOIL UC SET	D1633, D5102	$900.00 each

Note:** **Does not include Proctor Values

†Examples of common test methods. Other methods may exist.

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS

Test	Invoice Name	Test Method*	Price
CTM 373, 1 Lime Content, w/o Opt. Moist.	CTM 373, CHECK POINT	CTM373	$150.00 each
CTM 373, 1 Lime Content	CTM 373, 1 LIME %	CTM373	$350.00 each
CTM 373, 3 Lime Contents	CTM 373, 3 LIME %'S	CTM373	$950.00 each
Eades and Grim Test (Opt. Lime Content)	EADES AND GRIM TEST	C977	$135.00 each
Resilient Modulus	RESILIENT MODULUS	T307	$450.00 each

SOIL STRENGTH AND PERMEABILITY TESTS

Test	Invoice Name	Test Method†	Price
Unconfined Compressive Strength	UNCONFINED COMP STR.	D2166	$135.00 each
Direct Shear, 1 Point	DIRECT SHEAR, 1 PT.	D3080	$125.00 each
Direct Shear, 3 Points	DIRECT SHEAR, 3 PTS.	D3080	$350.00 each
Consolidation without Time Rate Plots	CONSOL. W/O TR	D2435	$330.00 each
Consolidation with 2 Time Rate Plots	CONSOL. W/2 TR	D2435	$425.00 each
Consolidation, All Loads with Time Rates	CONSOL. ALL TR	D2435	$600.00 each
Consolidation, Additional Rebound	CONSOL. ADD. REBOUND	D2435	$75.00 each
Collapse Potential	COLLAPSE POTENTIAL	D5333	$175.00 each
One Dimensional Free Swell	ONEDIM FREE SWELL	D4546	$150.00 each
One Dimensional Swell, Percent Heave	ONEDIM SWELL % HEAVE	D4546	$240.00 each
One Dimensional Swell with Consolidation	ONEDIMSWELL W/CONSOL	D4546	$450.00 each
Expansion Index	EXPANSION INDEX	D4829	$175.00 each
Denver Swell Test	DENVER SWELL TEST		$65.00 each
Permeability, Rigid Wall	PERMEABILITY, RIGID	D2434	$225.00 each
Permeability, Flexible Wall	PERMEABILITY, FLEX	D5084-Method C	$300.00 each
Triaxial Shear, CU, 1 Point	TRIAX, CU, 1 POINT	D4767	$450.00 each
Triaxial Shear, CU, 3 Points	TRIAX, CU, 3 POINTS	D4767	$1,200.00 each
Triaxial Shear, UU, 1 Point	TRIAX, UU, 1 POINT	D2850	$200.00 each
Triaxial Shear, UU, 3 Points	TRIAX, UU, 3 POINTS	D2850	$550.00 each
Triaxial Shear, UU Saturated, 1 Point	TRIAX, UU SAT, 1 POINT	D2850-Modified	$270.00 each
Triaxial Shear, UU Saturated, 3 Points	TRIAX, UU SAT, 3 POINTS	D2850-Modified	$750.00 each
Triaxial Test, TEX117E, Part I	TRIAX,TEX117E-PART I	TEX117E	$2,200.00 each
Triaxial Test, TEX117E, Part II	TRIAX,TEX117E-PARTII	TEX117E	$2,200.00 each
Resonant Column Torsional Shear	RCTS		$4,000.00 each

AGGREGATE TESTS

Test	Invoice Name	Test Method†	Price
Acid Solubility	SOLUBILITY, ACID	AWWA B100	$100.00 each
Air Degradation	AG AIR DEGRADATION	ITD T15	$200.00 each
ASR Reactivity, Long Method	AG ASR REACT., LONG	C227, C1293	$2,100.00 each
ASR Reactivity, Short method	AG ASR REACT., SHORT	C1260, C1567	$1,050.00 each
Clay Lumps and Friable Particles, per sz *	AG CLAY LUMP/FRIABLE	C142	$100.00 each
Cleanness Value	AG CLEANNESS VALUE	CTM227	$150.00 each
Coarse Durability	AG COARSE DURABILITY	D3744	$150.00 each
Fine Durability	AG FINE DURABILITY	D3744	$110.00 each

†Examples of common test methods. Other methods may exist.

AGGREGATE TESTS (continued)

Test	Invoice Name	Test Method†	Price
Coarse Specific Gravity & Absorption	AG COARSE SPG/ABSORP	C127	$60.00 each
Fine Specific Gravity & Absorption	AG FINE SPG/ABSORP	C128	$100.00 each
Flat and Elongated Particles, per size *	AG FLAT&ELONG/SIZE	D4791	$75.00 each
Fractured Faces, per size *	AG FRACT. FACES/SIZE	D5821	$100.00 each
Lightweight Pieces **	AG LIGHTWT. PIECES	C123	$330.00 each
Los Angeles Abrasion, Large Aggregate	AG LA ABRASION, LG	C535	$200.00 each
Los Angeles Abrasion, Small Aggregate	AG LA ABRASION, SM	C131	$175.00 each
Mortar Sand Strength	AG MORTAR SAND STR.	C87, CTM515	$550.00 each
Organic Impurities	AG ORGANIC IMPURITIES	C40	$60.00 each
Potential Reactivity (Chem. Method)	AG POT. REACT. CHEM.	C289	$700.00 each
Sand Equivalent, 1 point	AG SAND EQUIV., 1PT.	D2419	$70.00 each
Sand Equivalent, 3 points	AG SAND EQUIV., 3PT.	D2419	$95.00 each
Sieve Analysis, % Finer than 200 Sieve	SIEVE ANALYSIS, -200	C117, D1140	$80.00 each
Sieve Analysis, Fine	SIEVE ANALYSIS, F	C136, D422, D6913	$120.00 each
Sieve Analysis, Coarse	SIEVE ANALYSIS, C	C136, D422, D6913	$100.00 each
Sieve Analysis, Coarse and Fine	SIEVE ANALYSIS, C&F	C136, D422, D6913	$150.00 each
Soundness of Aggregate, per size *	AG SULFATE SOUND/SZ.	C88	$140.00 each
Unit Weight	AG UNIT WEIGHT	C29	$60.00 each
Water Content	WATER CONTENT	D2216	$25.00 each
Texas Wet Ball Mill	TX WET BALL MILL	TEX116E	$250.00 each

Note:** **Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and specific test method.

****Note:** **Tests are billed by each size fraction tested, and the specific gravity of the test solution used (2.0 and/or 2.4). The quantity of fractions tested is dependent on the sample gradation.***

†Examples of common test methods. Other methods may exist.

KLEINFELDER FEE SCHEDULE FOR CITY OF MADERA ANNUAL MATERIALS TESTING SERVICES 2015

CONCRETE TESTS

Test	Invoice Name	Test Method†	Price
Unconfined Compression W/Mod of Rup	ROCK UC/MOD OF RUP	D7012	$250.00 each
Compression	CONCRETE COMPRESSION	C39	$30.00 each
Core Compression	CONCRETE CORE COMP.	C42	$65.00 each
Creep	CONCRETE CREEP	C512	$2,000.00 each
Cylinder Unit Weight	CONC. CYL. UNIT WT.	C567	$100.00 each
Drying Shrinkage, set of 3	CONC. DRY SHRINKAGE	C157	$440.00 each
Flexural Strength	CONC. FLEX STRENGTH	C78	$100.00 each
Modulus of Elasticity	CONC. MOD OF ELAST	C469	$250.00 each
Splitting Tensile Strength	CONC. SPLIT. TENSILE	C496	$80.00 each
Concrete Core Thickness	CONC. CORE THICKNESS	C174	$10.00 each
Laboratory Trial Batch	CONCRETE TRIAL BATCH	C192	$1,000.00 each
RCC Compression	RCC COMPRESSION	C39	$60.00 each
Shotcrete Compression	SHOTCRETE COMPRESS.	C1140	$80.00 each

MASONRY TESTS

Test	Invoice Name	Test Method†	Price
Grout Compression	GROUT COMPRESSION	C1019	$30.00 each
Mortar Compression	MORTAR COMPRESSION	C942	$30.00 each
Core Compression	MASONRY CORE COMP.	CA DSA	$60.00 each
Core Shear	MASONRY CORE SHEAR	CA DSA	$50.00 each
Prism Compression	MASONRY PRISM COMP.	C1314	$110.00 each
CMU Absorption and Received Moisture	CMU ABSORP/MOIST.	C140	$75.00 each
CMU Compression	CMU COMPRESSION	C140	$100.00 each
CMU Dimension Verification	CMU DIMENSION VERIF.	C140	$25.00 each
CMU Lineal Shrinkage	CMU LINEAL SHRINKAGE	C426	$175.00 each

ASPHALT TESTS

BINDER TESTS

Test	Invoice Name	Test Method†	Price
Absolute Viscosity	AC ABSOLUTE VIS.	D2171	$210.00 each
Bitumen Penetration	AC BIT. PENETRATION		$75.00 each
Kinematic Viscosity	AC KINEMATIC VISC.	D2170	$190.00 each
Recovery by Roto-Vapor	AC RECOVERY ROTOVAP	D5404	$365.00 each
Softening Point, Ring & Ball	AC SOFT. PT., R & B	D36	$100.00 each

MIX PROPERTY TESTS

Test	Invoice Name	Test Method†	Price
Gradation of Extracted Aggregate	AC AGGREGATE GRADATION	D5444	$100.00 each
Core Thickness	AC CORE THICKNESS	D3549	$10.00 each
AC Content by Extraction	AC EXTRACTION	D2172	$200.00 each
Hveem Stability	AC HVEEM STABILITY	D1560	$100.00 each

†Examples of common test methods. Other methods may exist.

ASPHALT TESTS (continued)

MIX PROPERTY TESTS

Test	Invoice Name	Test Method†	Price
AC Content by Ignition Oven	AC IGNITION OVEN	D6307, T308	$165.00 each
Ignition Oven Calibration	AC IGNT. OVEN CALIB.	D6307	$300.00 each
Moisture Content	AC MOISTURE CONTENT		$50.00 each
AC Content by Nuclear Gauge	AC NUC. CONT. GAUGE	D4125	$200.00 each
Marshall Stability and Flow	AC STABILITY & FLOW	D6927	$150.00 each
Swell	AC SWELL	CTM307	$100.00 each
Core Unit Weight & Thickness	AC CORE WT./THICK.	D1188, D2726	$50.00 each

DESIGN AND DENSITY TESTS

Test	Invoice Name	Test Method†	Price
Centrifuge Kerosene Equivalent	AC CKE	CTM303	$240.00 each
Film Stripping	AC FILM STRIPPING		$120.00 each
Index of Retained Strength	AC INDEX RET. STRGTH		$1,000.00 each
Unit Weight, Gyratory Method	AC UNIT WT., GYRA.	T312	$350.00 each
Unit Weight, Hveem Method	AC UNIT WT., HVEEM	D1561	$285.00 each
Unit Weight, Marshall Method	AC UNIT WT., MARSH.	D6926	$210.00 each
Maximum Theoretical Specific Gravity	AC MAX THEO. SPG	D2041	$150.00 each
Moisture Induced Damage	AC MOIST. IND. DAM.	T283	$1,500.00 each
Caltrans Tensile Strength Ratio	AC CALTRANS TS	CTM371	
Moisture Vapor Susceptibility	AC MOIST. VAPOR SUS.		$250.00 each
Mix Design, Hveem Method W/RAP	HVEEM DESIGN W/RAP		$7,600.00 each
Mix Design, Hveem Method	HVEEM MIX DESIGN		$5,400.00 each
Mix Design, Marshall Method	MARSHALL MIX DESIGN		$3,000.00 each
Mix Design, Superpave Method	SUPERPAVE MIX DSGN		$6,000.00 each

METAL TESTS

BOLT TESTS

Test	Invoice Name	Test Method†	Price
Bolt Assembly Suite (Bolt, Nut, Washer) *	BOLT ASSEMBLY SUITE	F606	$210.00 each
Bolt Hardness	BOLT HARDNESS	E18	$25.00 each
Bolt Proof Load	BOLT PROOF LOAD	F606	$35.00 each
Bolt Wedge Tensile	BOLT WEDGE TENSILE	F606	$35.00 each
Nut Hardness	NUT HARDNESS	E18	$25.00 each
Nut Proof Load	NUT PROOF LOAD	F606	$35.00 each
Washer Hardness	WASHER HARDNESS	E18	$25.00 each

Note:** **An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.

†Examples of common test methods. Other methods may exist.

METAL TESTS (continued)

STRUCTURAL METAL TESTS

Test	Invoice Name	Test Method†	Price
Bend	METAL, BEND	A370	$40.00 each
Charpy Impact, Set of 3 *	METAL, CHARPY, SET/3	A370, A673	$300.00 set
Rebar Coupler Slippage	METAL, COUPLER SLIP	A370	$130.00 each
Rebar Coupler Tensile	METAL, COUPLER TENS.	A370	$80.00 each
CTM 670 Strain (Elongation)	METAL, CTM670 STRAIN	CTM670	$15.00 each
PT Strand Tensile	METAL, PT TENSILE	A370	$145.00 each
Spliced Specimen Tensile	METAL, SPLICE TENS.	A370	$80.00 each
Tensile <2.0 Sq. In. Cross-Sect.	METAL, TENSILE <2"	A370	$85.00 each
Tensile ≥2.0 Sq. In. Cross-Sect.	METAL, TENSILE >2"	A370	$140.00 each
Rockwell Hardness	ROCKWELL HARDNESS	E18	$30.00 each

Note:** **Price does not included cost of machining test specimens. Price is for testing at 40 F; other test temperatures will result in additional fees.

SAMPLE PREPARATION AND MISCELLANEOUS TESTS

SAMPLE PREPARATION

Test	Invoice Name	Test Method†	Price
Rock Sample Preparation	ROCK SAMPLE PREP.		$80.00 each
Sample Crushing	SAMPLE CRUSHING		$100.00 each
Sample Cutting and Trimming	SAMPLE CUT & TRIM		$30.00 each
Sample Mixing and Processing	SAMPLE MIX&PROCESS		$40.00 each
Sample Preparation	SAMPLE PREPARATION		$25.00 each
Sample Preparation, per hour	SAMPLE PREP./HR.		$90.00 hour
Sample Remolding	SAMPLE REMOLDING		$75.00 each
Contamination Fee	CONTAMINATION FEE		$250.00 each
Sample Disposal Fee	SAMPLE DISPOSAL FEE		$10.00 each

MISCELLANEOUS TESTS

Test	Invoice Name	Test Method†	Price
Fireproofing Density	FIREPROOFING DENSITY	E605	$50.00 each
Hydraulic Ram Calibration	HYDRAULIC RAM CALIB.		$200.00 each
Non-Masonry Grout Compression	NON-MAS. GROUT COMP.	C579	$30.00 each
Pocket Penetration Value	POCKET PENETRATION		$10.00 each
Roof Tile Absorption	ROOF TILE ABSORPTION		$100.00 each
Roofing, Unit Weight of Surfacing	ROOF UNIT WT. SURF.	D2829	$100.00 each

OTHER EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT

Equipment	Invoice Name	Test Method†	Price
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		$150.00 / day
Asphalt Sampling Box	ASPHLT SAMPLE BOXES		$1.15 each

OTHER EQUIPMENT CHARGES

†Examples of common test methods. Other methods may exist.

KLEINFELDER FEE SCHEDULE FOR
CITY OF MADERA
ANNUAL MATERIALS TESTING SERVICES 2015

MATERIALS TESTING EQUIPMENT

Equipment	Invoice Name	Test Method†	Price
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	$20.00 /day
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	$55.00 / day
Concrete Vapor Emission Test Kit	MOIST FLOOR/SALB TST	F1869	$30.00 / kit
Coring Machine	CORING MACHINE /DAY		$85.00 /day
Coring Machine with Generator	CORING MCH W/GEN DAY		$165.00 / day
Cylinder Mold	CYLINDER MOLDS		$3.00 each
Diamond Bit Core Barrel Charge			
2" Diameter	CORING, 2" DIAM./IN		$2.20 / inch
3" Diameter	CORING, 3" DIAM./IN		$3.30 / inch
4" Diameter	CORING, 4" DIAM./IN		$4.40 / inch
6" Diameter	CORING, 6" DIAM./IN		$6.60 / inch
Digital Thickness Gauge	THICKNESS GAUGE /DAY		$50.00 /day
FerroScan Equipment	FERROSCAN EQUIPMENT		$275.00 /day
Floor Flatness Testing Device (Per Sq Ft)	FLOOR FLATNESS /SF	E1155	$0.10 /sq ft
Floor Flatness Testing Device (Per Test)	FLOOR FLATNESS TST	E1155	$150.00 / day
Hand Auger and Soil Sampler	HAND AUGER/DAY		$75.00 /day
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS B1.1	$45.00 /day
Nuclear Asphalt Content Gauge	NUC ASPHLT CON GUAGE		$110.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENS GAUGE	D6938	$75.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENSOMTR/TST	D6938	$4.40 /test
Thin-Lift Nuclear Asphalt Density Gauge	THIN LFT ASPHT GG/DY		$110.00 / day
Rebar Locator	REBAR LOCATOR/DAY		$75.00 / day
Skidmore Bolt Tension Calibrator	SKID WILH BOLT/DAY	A325, A490	$55.00 / day
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325, A490	$50.00 / day
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS B1.1	$75.00 /day

†Examples of common test methods. Other methods may exist.

EXHIBIT B

ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES

FOR

GATEWAY DRIVE- CLEVELAND AVENUE SECTION 130 INTERSECTION IMPROVEMENTS FEDERAL PROJECT NO. STPLR-7500 (208) CITY PROJECT NO. ST 14-09

CITY OF MADERA

ENGINEERING DEPARTMENT

205 W. Fourth Street

Madera, CA 93637

SCOPE OF WORK:

The scope of work entails providing Quality Assurance and Materials Testing Services for roadway construction, roadway materials and pipeline(s) installations for the intersection improvements at Gateway Drive at Cleveland Avenue.

The Engineering firm shall be registered in the State of California as Professional Civil Engineers. The Engineering firm shall have experience with Caltrans construction and testing requirements, and record keeping essential for the quality assurance and testing services.

The QA Engineer shall be responsible for quality assurance in the construction of the project's roadway, roadway materials and pipeline(s) installations. The services provided during construction will generally consist of material sampling and testing and recordkeeping. The Engineering Firm shall attend construction progress meetings as requested by the City, and coordinate all construction testing activities with the City of Madera, Project Manager/Resident Engineer (PM/RE).

City staff will administer the Construction Management for the project.

PROJECT DESCRIPTION:

The work in general consists of concrete demolition and construction of concrete sidewalk, curb and gutter, median island, traffic signal modifications, installation of owner furnished traffic signal pole with street light arm, traffic signal conduit, conductor and cable connections, installation of ADA ramps, truncated domes, furnish and install a train Activated "No Right Turn" blank out sign.

The construction is scheduled for 60 calendar days beginning on or about June 22, 2015 through approximately August 21, 2015.

GENERAL SCOPE OF SERVICES:

City Responsibilities:

Provide PM & RE services to administer the contract between the City and QA firm.

Provide all PM & RE services for construction of improvements for Cleveland Avenue at Gateway Drive.

Provide City Inspector's for roadway construction inspections.

Conduct weekly progress meetings with Contractor.

Coordinate testing as requested by the Contractor.

Consultant Responsibilities:

Provide all QC services requested for roadway construction, City's pipeline construction and installation of underground public utilities.

Set-up and maintain job record testing files.

Perform materials sampling and testing as directed.

Attend weekly progress meetings upon request.

Monitor Contractor's schedule for scheduling of testing.

Prepare and submit testing progress reports and submit to City PM and Resident Engineer.

Enforce applicable health and project safety requirements.

CONSULTANT AGREEMENT:

The Consultant Agreement is for the amount of $5,000, inclusive of an Extra Services fee in the amount of $500. If the testing costs exceed this amount, the contract will be amended accordingly. The payment for the scope of services will be based on the Exhibit A -Fee Schedule for actual testing, sampling of material, concrete strength determinations, qualified Technician cost, Project Manager and responsible Engineer cost and fixed fee for office handling in accordance with the On-Demand Testing Services Agreement Fee Schedule as set forth in this agreement.

Prevailing Wages: The consultant is required to comply with the California State Prevailing Wages Law and Section 1720 of the State Labor Code. Wage guideline entitled, "Consultant Guidelines for Prevailing Wage and Labor Compliance on Architectural and Engineering Contracts" will be used to administer the Agreement.

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 17, 2015
Agenda Item Number B-16

SUBJECT: **CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH MOORE TWINING ASSOCIATES, INC. FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR LAUREL STREET BIKE PATH SUNSET AVENUE TO FRESNO RIVER TRAIL FEDERAL PROJECT NO. CML 5157 (097) SJVAPCD PROJECT NO. C-28159-A CITY PROJECT NO. PK-12**

RECOMMENDATION:

That the City Council approve Resolution No. 15-_____:

1. Approving Agreement with Moore Twining Associates, Inc.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement is for providing on-call professional geotechnical engineering and construction quality assurance (QA) and materials testing services to assure compliance with City of Madera requirements for the installation of pipelines, utilities and construction of City roadways. The quality control and materials testing services will consist of materials sampling and testing and providing reports of the results.

The agreement for the inspection and testing services is in the amount of $5,000 with an Extra Services amount of $500 to be approved by the City Engineer if additional funding is necessary to address quality assurance and materials testing requirements not originally anticipated. The actual cost of services will be paid according to the agreed prices in Exhibit "A" Fee Schedule included in the agreement.

DISCUSSION:

The work that Moore Twining Associates, Inc. will be testing consists of clearing and grubbing, demolition, earthwork, construction of 10-foot wide asphalt concrete bike path, a pedestrian access ramp to the Fresno River, concrete sidewalks, ADA ramps, installation of drinking fountains, construction of dry wells, installation of trash receptacles, installation of domestic and landscape irrigation systems including water meters, backflow devices with vandal proof cages, installation of required electrical improvements and a state-of-the-art irrigation controller system capable of numerous irrigation stations along with other related work as indicated on the plans and specifications. Landscaping will consist of planting approximately 135 trees of various types.

The consultant is certified to provide the testing services as required for all of the required construction.

FISCAL IMPACT:
The project is fully funded and included in the adopted City's FY 2015/16 CIP Budget. Funding for this project has been budgeted with Local Transportation Funds, Congestion Mitigation and Air Quality (CMAQ) Program Funds, San Joaquin Valley Air Pollution Control District (SJVAPCD) Remove II Funds, and Measure T Funds.

There is no fiscal impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126.0 – This project supports the Strategy Action 126 for providing clean attractive streets that are safe and aesthetically pleasing and also supports the delivery of infrastructure to support economic growth, consistent with the principles outlined in the Vision Action Plan.

Strategy 126.6 – The project includes installation of sidewalks and ADA ramps.

RESOLUTION NO. 15-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH MOORE TWINING ASSOCIATES, INC., FOR PROFESSIONAL ON-DEMAND SERVICES FOR LAUREL STREET BIKE PATH SUNSET AVENUE TO FRESNO RIVER TRAIL FEDERAL PROJECT NO. CML 5157 (097) SJAVPCD PROJECT NO. C-28159-A CITY PROJECT NO. PK-12

WHEREAS, the City Council has awarded a construction contract for the; Laurel Street Bike Path Sunset Avenue to Fresno River Trail Federal Project No. CML 5157 (097) SJVAPCD Project No. C-28159-A City Project No. PK-12

WHEREAS, funding for project construction is programmed in the City's FY 2015/16 Budget, and

WHEREAS, the construction quality assurance and materials testing by a certified engineering firm is required for the successful construction of the Project; and

WHEREAS, Moore Twining Associates, Inc. has the particular skills to perform the necessary services and the City desires to retain Moore Twining Associates, Inc., and

WHEREAS, the Agreement with Moore Twining Associates, Inc., for construction quality assurance and materials testing services is recommended for approval.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA, HEREBY, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Agreement with Moore Twining Associates, Inc., for construction quality assurance and materials testing services for an amount not to exceed $5,000, a copy of which is on file in the office of the City Clerk and referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * * * * *

AGREEMENT FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR LAUREL STREET BIKE PATH SUNSET AVENUE TO FRESNO RIVER TRAIL FEDERAL PROJECT NO. CML 5157 (097) SJAVPCD PROJECT NO. C-28159-A CITY PROJECT NO. PK-12

1. This Agreement made and entered into this 17th day of June, 2015 between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY"**, and Moore Twining Associates, Inc.., hereinafter called "**ENGINEER**".

W I T N E S S E T H

WHEREAS, CITY plans to construct Laurel Street Bike Path Sunset Avenue to Fresno River Trail Federal Project No. CML 5157 (097) SJVAPCD Project No. C-28159-A City Project No. PK-12 Project, hereinafter called "the Project"; and

WHEREAS, CITY needs the services of the ENGINEER, for the Materials Testing Services for the construction of a 10-foot wide asphalt concrete bike path, a pedestrian access ramp to the Fresno River, concrete sidewalks, ADA ramps, as specified in the Caltrans Construction Manual and Materials Testing Manual and City of Madera Quality Assurance Manual; and

WHEREAS, ENGINEER is qualified and licensed to provide the required professional quality assurance and materials testing services required by Caltrans and CITY desires to hire ENGINEER for such purposes.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. **SERVICES OF ENGINEER:**

CITY hereby hires ENGINEER to provide on-demand quality assurances and materials testing services for construction of a 10-foot wide asphalt concrete bike path, a pedestrian access ramp to the Fresno River, concrete sidewalks, ADA ramps for the Laurel Street Bike Path Sunset Avenue to Fresno River Trail Federal Project No. CML 5157 (097) SJVAPCD Project No. C-28159-A City Project No. PK-12 Project. Said work to be performed pursuant to this agreement is more particularly described in Section 2 – Scope of Work.

2. **SCOPE OF WORK:**

ENGINEER shall provide the professional on-demand quality assurance and materials testing services for quality control management of roadway construction, roadway materials and pipeline(s) installations set forth in EXHIBIT A – FEE SCHEDULE and EXHIBIT B –

ON_DEMAND QUALITY ASSURANCES AND MATERIALS TESTING SERVICES, attached hereto and incorporated herein by reference. ENGINEER shall comply with all Caltrans and City of Madera construction engineering and inspection standards and requirements.

3. **RESPONSIBILITIES:**

The City Engineer shall be the Responsible Engineer in charge of the Project. The ENGINEER shall report to the City's Construction Manager/Resident Engineer for the Project or other construction managers as designated by the CITY. The ENGINEER'S responsibility will only be related to the quality assurance and materials testing services of roadway construction, roadway materials and pipeline(s) installations for the Project.

4. **COMPENSATION:**

The ENGINEER shall be reimbursed for actual costs based on hourly billing rates that include labor wages, employee benefits, overhead and net fee/profit and be reimbursed for direct costs for supplies, travel/mileage and printing reports and for actual materials testing lab cost for the total estimated amount of Five Thousand Dollars ($5,000). The reimbursement for actual costs shall be paid at the hourly billing rates and itemized rates set forth in the ENGINEER'S FEE SCHEDULE, EXHIBIT "A" – attached here to and incorporated herein by reference.

CITY and ENGINEER agree that the hourly rates in EXHIBIT "A" shall remain in full force and effect through December 1, 2015. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services and deliverables to be reimbursed are included in Other Direct Costs listed in the Cost Proposal. There shall be no compensation for any type of equipment purchase.

CITY and ENGINEER mutually agree that the on-demand quality assurance and materials testing services may change due to the contractor's schedule and selection of vendors and differing conditions encountered during construction. Therefore, the final compensation may be more or less than the ENGINEER'S estimated cost. However, the ENGINEER shall not be entitled to compensation for any expenses exceeding $5,000 unless the parties enter into an approved amendment to this agreement which provides for such compensation.

5. **COST PRINCIPLES AND PAYMENT:**

Allowable elements of cost shall comply with the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Also, compliance with the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments is required.

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of ENGINEER'S monthly invoices for the work performed as specified herein. ENGINEER'S invoice shall specify the billed hours and hourly rates for each employee classification. A summary of costs to date for each component of the work shall

accompany the invoice. This summary shall also estimate the percentage of the work completed for each component.

The Cost Proposal is subject to an audit or Certified Public Account (CPA) Indirect Cost (Overhead) Audit Work Review. The Cost Proposal shall be adjusted by the ENGINEER and approved by the CITY to conform to the Workpaper Review recommendations or audit recommendations. The ENGINEER agrees that the individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by the CITY at its sole discretion. Refusal by the ENGINEER to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs including the fixed fee percentage. If ENGINEER fails to submit the required deliverables specified in the Scope of Services, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of this Agreement.

ENGINEER shall submit invoices no later than 45 calendar days after the performance of work for which ENGINEER is billing. Invoices shall follow the format included in the ENGINEER'S cost proposal. Invoices shall include a detail of ENGINEER'S services related to the tasks listed in the Contractor's schedule. The final invoice shall be submitted within 60 days of the CITY'S acceptance of the Project. Invoices shall be mailed to the address listed in Section 28 of this Agreement.

6. EXTRA SERVICES:

Extra services not contemplated hereunder as set forth in this Agreement or for such services beyond the control of the CITY or ENGINEER as may be specifically requested by CITY or ENGINEER through the City Engineer in writing. Extra services shall be mutually agreed to and ENGINEER shall be compensated at the hourly rates in EXHIBIT "A", provided however, the City Engineer's authority is limited to expenditures not to exceed an additional amount of $500.

7. DOCUMENTATION & DELIVERABLES:

ENGINEER shall provide to the City's Resident Engineer the appropriate documentation in a format specified in the Caltrans Construction Manual, of the work to be inspected and approved to the Resident Engineer. Such documentation and reports shall be consistent with the Caltrans Construction Manual and provided in a timely manner for the task at hand and per the contract documents. ENGINEER shall provide proof of Caltrans certification for testing laboratory.

Upon Completion and acceptance of the project by the CITY, ENGINEER shall deliver the original documents, files, records, drawings, final reports required by Caltrans and other documents prepared for the project.

8. AUDITS AND INSPECTIONS ACCESS:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; the CITY and ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement.

ENGINEER shall, upon reasonable notice and at any time during regular business hours, and as often as CITY, may deem necessary, make available to the CITY, or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. ENGINEER shall permit CITY, to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement. ENGINEER shall retain all of these documents for a period of three (3) years after final payment to ENGINEER.

9. LIABILITY INSURANCE:

ENGINEER 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 work hereunder by the ENGINEER, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. ENGINEER'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

ENGINEER shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Insurance: $1,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation Insurance and Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors & Omissions): $1,000,000 aggregate with a deductible not to exceed $50,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the ENGINEER shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the ENGINEER including completed operations coverage; or automobiles owned, leased, hired or borrowed by the ENGINEER.

2. For any claims related to this project, the ENGINEER'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or designated volunteers shall be excess of the ENGINEER'S insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

E. Acceptability of Insurers

ENGINEER shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. OWNERSHIP OF DOCUMENTS:

The responsible Professional Engineer shall sign and date all construction materials inspection documents and reports and other engineering reports furnished by ENGINEER and, where appropriate, indicate their registration number. The documents shall be prepared in a format consistent with the Caltrans Construction Manual.

If the Agreement is terminated at any time, the ENGINEER shall submit all project related documents, deliverables and correspondence whether in complete form, draft form or in progress. These items will become the sole property of the CITY which may use them to complete the Project.

Upon completion and acceptance of the Project, all documents required in performing services under this Agreement shall, be submitted to, and remain the sole property of CITY.

Reuse or modifications of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk and without liability to ENGINEER. CITY shall indemnify, defend and hold harmless ENGINEER for any claims, loss, cost or damages arising out of, pertaining to, or relate to such reuse or modification, including use of incomplete documents.

11. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, or other data and information relative to the CITY'S operations, which are designated confidential by the CITY and made available to the ENGINEER, in order to carry out this Agreement, shall be protected by the ENGINEER from unauthorized use and disclosure. Permission to disclose information on one occasion, or public hearing held by the CITY relating to this Agreement, shall not authorize the ENGINEER to further disclose such information or disseminate the same on any other occasion.

The ENGINEER shall not comment publicly to the press or any other media regarding this Agreement or the CITY'S actions on the same, except to the CITY'S staff, ENGINEER'S own personnel involved in the performance of the Agreement, at public hearings or in response to questions from a Legislative committee. The ENGINEER shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

12. TIME OF COMPLETION:

Based on the contractor's construction schedule, ENGINEER'S quality control and testing services should be completed by December 1, 2015. The final task will be the submittal of documents for the Final Report. This agreement may be extended by mutual written agreement.

13. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon thirty (30) calendar days written notice. In the event the Agreement is terminated by either party, ENGINEER shall be compensated for services performed to the date of termination based upon the

compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the City Engineer to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by ENGINEER;
2. A failure by ENGINEER to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by ENGINEER to CITY.

In no event shall any payment by CITY or acceptance by ENGINEER constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of ENGINEER the repayment to CITY of any funds disbursed to ENGINEER under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

14. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by ENGINEER for approval to the end that there will be no significant delays in ENGINEER'S program of work. An approval, authorization or request to ENGINEER given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

15. HOLD HARMLESS:

ENGINEER shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER, its officers, subconsultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

16. RESPONSIBILITY FOR OTHERS:

ENGINEER shall be responsible to CITY for its services and the services of its sub consultants. ENGINEER shall not be responsible for the acts or omissions of the CITY or other parties engaged by CITY, nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17. PROFESSIONAL RESPONSIBILITY:

ENGINEER shall be obligated to comply with applicable standards of professional care in the performance of the Quality Assurance and Materials Testing Services. Engineer recognizes that

opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

18. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, ENGINEER, and their successors in interest, legal representatives, executors, administrators and permitted assigns with respect to all covenants as set forth herein. ENGINEER shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

19. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

20. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

21. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by ENGINEER under this Agreement, it is mutually understood and agreed that ENGINEER, including any and all of ENGINEER'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,, employee, joint venture, fiduciary, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which ENGINEER shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that ENGINEER is performing its obligations in accordance with the terms and conditions hereof. ENGINEER and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, ENGINEER shall have absolutely no right to employment rights and benefits available to CITY employees. ENGINEER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, ENGINEER shall be solely responsible and hold CITY harmless from all matters relating to payment of ENGINEER'S employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that

during the term of this Agreement ENGINEER may be providing services to others unrelated to CITY or to this Agreement.

22. CONFLICT OF INTEREST

The ENGINEER shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of the Agreement, or any ensuing CITY construction project. The ENGINEER shall also list current clients who may have a financial interest in the outcome of the Agreement, or ensuing CITY construction project. The ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

The ENGINEER hereby certifies that neither the ENGINEER, its employees, nor any firm affiliated with the ENGINEER providing services on this Project, prepared the Plans, Specification, and Estimates for any construction contract included within the Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. The ENGINEER further certifies that neither the ENGINEER, nor any firm affiliated with the ENGINEER, will bid on any construction subcontracts included within the construction contract. Additional, ENGINEER certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The ENGINEER warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

24. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

25. AMENDMENTS:

Any changes to this Agreement requested either by CITY or ENGINEER may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

26. COMPLIANCE WITH LAWS AND WAGE RATES:

Consistent with the professional standard of care, ENGINEER shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of ENGINEER'S services. ENGINEER may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

Per DIR registration requirements the Consultant must pay prevailing wages for testing personnel.

27. DISADVANTAGE BUSINESS ENTERPRISE PROGRAM:

Federally funded projects adhere to the Disadvantage Business Enterprise (DBE) Program requirements. The ENGINEER shall attempt to meet the Federal DBE project goal. If the goal cannot be met the ENGINEER shall follow Federal DBE good faith effort requirements under the Division of Procurement and Contracts.

28. ENGINEER'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of ENGINEER hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that ENGINEER is a duly organized and legally existing corporation in good standing in the State of California.

29. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY	ENGINEER
Engineering Division	Moore Twining Associates, Inc.
205 W. 4th Street Madera, CA 93637 Attention: Keith B. Helmuth, P.E.	2527 Fresno St. Fresno, CA 93721 Harry D. Moore, RCE, RGE
City Engineer	President

30. COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants the they have not employed or retained any company or person, other than a bona fide employee working for the ENGINEER; to solicit or secure this agreement; and that they have not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, CITY shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

31. PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING

The ENGINEER certifies to the best of his or hers knowledge and belief that:

1. No city, state or federal appropriated funds have been paid, or will be paid by-or-on behalf of the ENGINEER to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any state or federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the ENGINEER shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more

than $100,000 for each such failure. The ENGINEER also agrees by signing this document the he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

32. CERTIFICATIONS

The Exhibits and Certifications listed on the ATTACHMENTS page, incorporated herein and attached hereto, are a part of this agreement.

33. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between ENGINEER and CITY respecting the Project and correctly sets the obligations of the ENGINEER and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * * * * * * * * *

CITY OF MADERA

By: _____
Robert L. Poythress, Mayor

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ENGINEER

By: _____

_____
Taxpayer I.D. Number

_____
DIR Registration No.

ATTACHMENTS

EXHIBIT A
FEE SCHEDULE

EXHIBIT B
ON_DEMAND MATERIALS TESTING SERVICES

EXHIBIT A

FEE SCHEDULE

Fee Schedule

PROFESSIONAL			
Principal	$	115.00	Hour
Registered Geotechnical Engineer	$	110.00	Hour
Registered Civil Engineer	$	100.00	Hour
Certified Engineering Geologist	$	95.00	Hour
Project Engineer/Geologist/Manager	$	65.00	Hour
SUPPORT STAFF			
Computer Aided Drafting	$	45.00	Hour
Secretarial Services	$	35.00	Hour
FIELD INSPECTION FEES			
Earthwork Observation and Compaction Testing	$	85.00	Hour
ACI Technician – Field Sampling and Testing Concrete	$	85.00	Hour
Special Inspection and Observations – Reinforced Concrete	$	90.00	Hour
Special Inspection and Observations – Structural Masonry	$	90.00	Hour
Special Inspection and Observations – Structural Steel	$	90.00	Hour
Non-Destructive Testing Services	$	95.00	Hour
Spray-Applied Fireproofing	$	80.00	Hour
Batch Plant Inspection	$	55.00	Hour
Shop Welding and Steel Fabrication Inspection	$	55.00	Hour
Sample Pickup (if special trip is required)	$	50.00	Hour
Vehicle Mileage	$	0.575	Mile
Vehicle & Equipment Charge	$	25.00	Day
SOIL MECHANICS DEPARTMENT			
Maximum Density-Optimum Moisture Determinations			
AASHTO T-99, ASTM D-698	$	125.00	Test
AASHTO T-180, ASTM D-1557 Method A (four-inch mold)	$	135.00	Test
Method C (six-inch mold)	$	170.00	Test
Method No. Calif. 216 (Calif. Impact)	$	140.00	Test
Rock Correction	$	80.00	Test
Confirmation of Maximum Density-Optimum Moisture (one point on curve)	$	80.00	Test
Direct Shear Testing – Consolidated Drained Conditions (ASTM D-3080, T-236)	$	190.00	Test
Tri-Axial Compression Testing		By Quote	
One Dimensional Consolidation (ASTM D-2435, T-216)	$	290.00	Test
Unconfined Compression Test (ASTM D-2166, T-208)	$	90.00	Test
Moisture Determination of Soils and Rock (ASTM D2216)	$	20.00	Test
Permeability Test – Constant or Falling Head			
Rigid Wall	$	195.00	Test

Flexible Wall	$	305.00	Test
Other Forms of Permeability Tests		By Quote	
Expansion Index (ASTM D-4829)	$	150.00	Test
Shrinkage Limit (ASTM D-427)	$	120.00	Test
Shrinkage Ratio – Includes Shrinkage Limit (ASTM D-427)	$	120.00	Test
Volumetric Change – Includes Shrinkage Limit and Ratio (ASTM D-427)	$	130.00	Test
Field Moisture Equivalent	$	20.00	Test
Linear Shrinkage – Includes Volumetric Change	$	150.00	Test
Atterberg Limits			
Liquid Limit (ASTM D-4318, T-89)	$	60.00	Test
Plastic Limit (ASTM D-4318, T-89)	$	50.00	Test
Plasticity Index (ASTM D-4318, T-89)	$	130.00	Test
Particle Size Analysis			
Wet Washing and Dry Sieving (ASTM D-422, T-88)	$	110.00	Test
Hydrometer Analysis (ASTM D-422, T-88)	$	110.00	Test
Sieve and Hydrometer Method (ASTM D-422, T-88)	$	230.00	Test
Sand Equivalent (ASTM D-2419, T-176)	$	80.00	Test
Amount of Materials Finer than a No. 200 sieve (ASTM D-1140)	$	50.00	Test
Classification of Soils (ASTM D-2687) includes sieve and hydro	$	250.00	Test
Specific Gravity per Determination (ASTM D-854, T-100)	$	80.00	Test
Remold Charge	$	40.00	Sample
Resistance (R) Value Determination – California Test			
No. 301, includes Stabilimeter Tests, Moisture Content and Density	$	190.00	Test
No. 301 with Determinations with Cement, Lime, or Other Additives	$	270.00	Test
California Bearing Ratio (CBR)			
CBR at 100% Maximum Density ASTM D-1883 and AASHTO T-193, includes Maximum Density – Optimum Moisture Curve	$	340.00	Each
CBR at 95% Maximum Density ASTM D-1883 and AASHTO T-193, Three-Point Method, includes Maximum Density – Optimal Moisture Content	$	650.00	Each
Lime Stabilization of Soils – California Test Method No. 373			
Complete Series of Tests for Each Lime Content Moisture Density	$	550.00	Each
Seven-Day Unconfined Compression Strength	$	140.00	Each
Soil-Cement Stabilization and Corrosion Potential			
(Soils, recycled pavement, etc) PCA Soil Cement Handbook and ASTM, complete series of detailed tests for each cement content, (includes freeze-thaw, wet-dry, sample preparation, compaction curves, and seven-day compressive strengths)		By Quote	
Sulphate Content of Soils	$	20.00	Test
pH of Soils	$	20.00	Test
Chloride Content of Soils	$	20.00	Test

Soil Preparation for Sulphate, pH, Resistivity, and Chloride Tests	$	20.00	Test
Minimum Resistivity	$	100.00	Test
Corrosivity of Soil, pH, Sulfate, Chlorides, and Minimum Resistivity	$	190.00	Test
Aggregates – Fine and Coarse			
Sieve Analysis, Coarse or Fine, ASTM C-136 (without wash)	$	50.00	Each
Sieve Analysis, Coarse or Fine, w/#200 Wash (ASTM C-117and 136, T-117 and 27)	$	110.00	Each
Specific Gravity & Absorption of Coarse Aggregate (ASTM C-127, T-85)	$	80.00	Each
Specific Gravity & Absorption of Fine Aggregate (ASTM C-128, T-84)	$	110.00	Each
Moisture Content of Coarse or Fine Aggregate	$	20.00	Each
Magnesium or Sodium Sulfate Soundness (AASHTO-T104, ASTM C-88) Five Cycles, includes Grading	$	250.00	Each
Cleanness Value (CT-227)	$	100.00	Each
Durability Index (ASTM D3744, CT-229, T-210)	$	110.00	Each
Potential Reactivity – Chemical Method, Coarse or Fine (ASTM C-289)	$	250.00	Each
Clay Lumps and Friable Particles (ASTM C-142, T-112)	$	100.00	Each
Organic Impurities (ASTM C-40, T-21)	$	70.00	Each
Sand Equivalent Value of Soils Fine Aggregate (ASTM D-2419, CT 217-1, T-176)	$	80.00	Each
Percent of Crushed Particles (CT-205, ASTM D-5821)	$	80.00	Each
Los Angeles Rattler Abrasion Test (ASTM C-131, T-96)	$	120.00	Each
Los Angeles Rattler Abrasion Test, ASTM C-535	$	170.00	Each
Complete Series of Tests in Accordance with ASTM-33		By Quote	
CONCRETE MIX DESIGNS AND REVIEW			
Concrete Mix Design to Establish Water – Cement Ratio Curve, includes Aggregate Tests and Three Trial Batches (ACI-613)	$	900.00	Each Trial
Concrete Mix Design – Proportions of Materials to Aggregate Tests, One Trail Batch with Six Test Cylinders	$	650.00	Each
Mix Design Review with All Aggregate Data Supplied	$	130.00	Each
GENERAL CONSTRUCTION MATERIALS DEPARTMENT			
Concrete Cylinder Compressive Strength (6"x12")	$	70.00	Set of 4
Concrete Cylinder Processed and Stored, Not Tested	$	10.00	Each
Concrete Cylinder Compressive Strength (6"x12")	$	18.00	Each
Concrete Cylinder Compressive Strength (4"x8")	$	70.00	Set of 5
Compressive Strength of Drilled Concrete Core – ASTM C-42 (Saw Cutting Not Included)	$	35.00	Each
Flexural Strength, 6"x6"x20" Beam, ASTM C293, C-78	$	65.00	Each
Splitting Tensile Strength of Concrete Cylinder, ASTM C-496	$	45.00	Each
Oven Drying of Lightweight Specimens, C-495	$	20.00	Each
Unit Weight of Structural Lightweight Concrete, ASTM C567	$	20.00	Each
Lightweight Insulating Concrete Compressive Strength ASTM C-513, C-495	$	20.00	Each

Length Change Cement Mortar and Concrete, ASTM C-157	$	220.00	Each
Mortar Cylinder Compressive Strength (2"x4") with Mold ASTM C-109	$	70.00	Set of 3
Grout Prism Compressive Strength	$	70.00	Set of 3
Compression Strength of Concrete Block, ASTM C-140 with Cap	$	45.00	Each
Absorption, Unit Weight, and Moisture Content, ASTM C-140	$	45.00	Each
Drying Shrinkage of Block, ASTM C-426	$	45.00	Each
Compressive Strength of Grouted Masonry Prism	$	85.00	Each
Preparation of Concrete Specimen by Diamond Saw Cutting	$	18.00	Per Cut
Compressive Strength of Masonry Core	$	40.00	Each
Masonry Core (Shear Test), UBC Sec. 2405	$	40.00	Each
Building Brick, ASTM C-62, Compression, ASTM C-67	$	20.00	Each
Modulus of Rupture, ASTM C-67	$	20.00	Each
Absorption and Saturation Coefficient, ASTM C-67	$	45.00	Each
In-Place Field Shear Test – City of L.A. Procedure	$	70.00	Hour
Core Cutting Equipment Plus One Man	$	115.00	Hour
Core Cutting Equipment Plus Two Men	$	155.00	Hour
Diamond Bit Charge, Concrete or Masonry, Any Diameter	$	10.00	Inch
Windsor Probe Determination of Hardened Concrete			
Equipment and Technician	$	75.00	Hour
Probe Charges (Silver and Gold)	$	30.00	Test
Aggregate Base and Sub-Base Testing			
Aggregate Base, Aggregate Sub-Base, and Select Import Fill Material Grading, Caltest 202 (Coarse & Fine, includes Wash)	$	170.00	Each
Sand Equivalent, Caltest 217	$	80.00	Each
Durability Index, Caltest 229, Per Fraction	$	110.00	Each
Percent Crushed Particles, Caltest 205	$	80.00	Each
Cement Treated Soils			
Soil Cement Mix Design	$	2,800.00	Each
Compressive Strength on Compacted Specimen	$	45.00	Each
Asphalt Concrete Mix Designs and Pavement Engineering			
Marshall Method, ASTM D-1559	$	3,000.00	Each
Hveem Method, Caltest 304	$	3,000.00	Each
Structural Section Pavement Design		By Quote	
Coring AC and PCC Pavement			
Core Cutting Equipment	$	65.00	Day
Diamond Bit Charges; Asphalt Concrete, Any Diameter	$	10.00	Each
Diamond Bit Charges; Concrete, Any Diameter	$	15.00	Each
Asphalt Concrete Testing			
Marshall Density Test – ASTM D6926/AASHTO T-245			

Field Mix (Including Density of Briquets)	$	225.00	Each
Lab Mix, not including Mix Design (Including Density of Briquets)	$	405.00	Set of 3 Briquets
Index of Retained Strength, ASTM D-1065	$	1,000.00	Each
AC Briquette Compaction – CT-304/ASTM D6226/AASHTO T-245	$	150.00	Each
Stabilimeter Value of Bituminous Mix, CT-366/ASTM D1560/AASHTO T-246 or Marshal Flow & Stability of Bituminous Mix, ASTM D6926/AASHTO T-245			
Field Sample	$	150.00	Each
Laboratory-Prepared Sample	$	225.00	Each
Swell Test, CT-305			
Field Sample	$	150.00	Each
Laboratory-Prepared Sample	$	225.00	Each
Moisture-Vapor Susceptibility, CT-307			
Field Sample	$	150.00	Each
Laboratory-Prepared Sample	$	225.00	Each
Kf Factor, CT-303	$	64.00	Each
Kc Factor, CT-303	$	90.00	Each
Dynamic Film Stripping, Caltest 302	$	100.00	Each
Bitumen Content (Extraction), ASTM D-2172, Method A	$	200.00	Each
Moisture Content	$	40.00	Each
Bulk Specific Gravity of Asphalt Cores, ASTM D-1188 (Paraffin Method)	$	40.00	Each
Bulk Specific Gravity of Compacted Bituminous Mixture, ASTM D-2726	$	40.00	Each
Maximum Theoretical Unit Weight (Rice Specific Gravity), CT-309/ASTM D-2041			
Field Sample	$	150.00	Each
Laboratory-Prepared Sample	$	225.00	Each
Unburned Clay Brick (UBC Standard 24-14)			
Adobe Brick – Compression, Absorption, Modulus of Rupture, and Moisture (Average of Five)	$	350.00	Test
Concrete Pipe – ASTM C-118			
Transverse Crush Strength (Diameter, Inches) Non-Reinforced includes Plaster Cap			
12"-36"	$	50.00	Test
Reinforced		By Quote	
Absorption			
Plain Pipe (Five-Hour Boil)	$	30.00	Test
Reinforced (If Cut When Submitted)	$	30.00	Test
Reinforced (If Cut By Laboratory)	$	80.00	Test
Wood – Glue-Laminated Timber			
Glue-Laminated Fabrication Inspection		By Quote	
Tectum – Roof Decking – Modulus of Rupture			

1/4-Point Loading – State Division of Architect	$ 65.00	Test
Density	$ 30.00	Test

STEEL DEPARTMENT		
Welder Qualification Testing (AWS)		
Fillet Weld Test (Break and Etch Tests)	$ 125.00	Each
Fillet Weld Test Plates	$ 35.00	Set
Light Gauge Test (AWS D1.3)	$ 50.00	Each
Pipe: 1G, 2G Positions (Two Bend Tests)	$ 150.00	Each
Pipe: 5G, 6G Positions (Four Bend Tests)	$ 175.00	Each
Prepared Test Plate 3/8-Inch Groove	$ 35.00	Each
Prepared Test Plate One-Inch Groove	$ 45.00	Each
Prepared Test Pipes (Grooved)	$ 55.00	Set
Reinforcing Steel – One Tension, One Etch, or Two Tension Tests	$ 100.00	Each
Other Welder Qualification Testing	By Quote	
Stainless Steel	By Quote	
Weld Procedure Qualification Testing (AWS, ASME)		
(Includes Machining, Two Tensile Tests, Four Bend Tests, and Results)		
Plate (Through One-Inch)	$ 400.00	Each
Pipe	$ 265.00	Each
Ultrasonic Testing of Weld Coupons (AWS)	$ 75.00	Each
Witness Time (If Required)	$ 65.00	Hour
Reinforcing Steel (Two Tension Tests, One Etch)	$ 120.00	Each
Other Procedure Qualification Testing	By Quote	
Stainless Steel	By Quote	
Brazing Procedure Qualification (ASME)		
(Includes Tensile Tests and Peel/Sectioning Tests)		
Pipe	$ 125.00	Each
Brazing Qualifications (ASME)		
Pipe	$ 85.00	Each
Tensile and Bend Testing – ASTM E8, ASTM A370		
Tensile Test Standard 2" or 8" Gauge Length	$ 50.00	Each
Reinforcing Steel Sizes 3 - 8	$ 80.00	Each
Reinforcing Steel Sizes 9 - 11	$ 110.00	Each
Full Size Tubing Tension Test	By Quote	
Bolt, Full Size, Tension Test	By Quote	
Bend Test (Pre-Machined to Meet Test Standard)	$ 40.00	Each
Flattening Test (Pipe)	$ 25.00	Each
Machining Charges		

Standard 2" or 8", Tensile Specimen		By Quote
1/2-Inch Diameter x 2" Gauge Length		By Quote
Bend Specimen	$ 50.00	Each
Stainless Steel		By Quote
Hardness Testing – ASTM E18		
Miscellaneous Metals (Avg. 4 readings)		By Quote
A325 Bolt, Nut, Washer (Assembles)	$ 250.00	Assy.
Wire Mesh – ASTM A185		
Tensile, Bend, Reduction of Area		By Quote
Weld Shear test (Average of Four)	$ 75.00	Each
Coating Analysis		
Weigh of Galvanized Coating (Set of Three)	$ 150.00	Each
Prestressing Wire and Strands		
Tensile Test	$ 80.00	Each
Tendons		By Quote
Special Testing and Miscellaneous Services		
Structural Fabricator Quality Control Program		By Quote
Product Certification/Evaluation		By Quote
Torque Wrench Calibration with Skidmore-Wilhelm	$ 100.00	Each
Riehle Universal Compression/Tension Testing, 300,000 lb. capacity	$ 100.00	Hour
Gas Free Testing (Combustible Gasses)	$ 65.00	Hour
Calibration Tests		
Hydraulic Pump and Ram	$ 75.00	Each
Calibration Curve	$ 40.00	Each
Pressure Gauge with Crosby Dead Weight Tester	$ 65.00	Each
Durometer	$ 80.00	Each
Load Cell	$ 65.00	Each

EXHIBIT B

ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND ACCEPTANCE TESTING SERVICES

FOR

Laurel Street Bike Path Sunset Avenue to Fresno River Trail Federal Project No. CML 5157 (097) SJVAPCD Project No. C-28159-A

City Project No. PK-12

CITY OF MADERA

ENGINEERING DEPARTMENT

205 W. Fourth Street

Madera, CA 93637

SCOPE OF WORK:

The scope of work entails providing Quality Assurance and Acceptance Testing Services for the construction of a 10 foot wide concrete bike path along Laurel Street from Sunset Avenue to the Fresno River Trail.

The Engineering firm shall be registered in the State of California as Professional Civil Engineers. The Engineering firm shall have experience with Caltrans construction and testing requirements, and record keeping essential for the quality assurance and testing services.

The QA Engineer shall be responsible for quality assurance in the construction of the project's roadway, roadway materials and pipeline(s) installations. The services provided during construction will generally consist of material sampling and testing and recordkeeping. The Engineering Firm shall attend construction progress meetings as requested by the City, and coordinate all construction testing activities with the City of Madera, Project Manager/Resident Engineer (PM/RE).

City staff will administer the Construction Management for the project.

PROJECT DESCRIPTION:

The work in general consists of clearing and grubbing, demolition, earthwork, construction of 10-foot wide asphalt concrete bike path, a pedestrian access ramp to the Fresno River, concrete sidewalks, ADA ramps, installation of drinking fountains, construction of dry wells, installation of trash receptacles, installation domestic and landscape irrigation systems including water meters, backflow devices with vandal proof cages, installation of required

electrical improvements and a state-of-the-art irrigation controller system capable of numerous irrigation stations along with other related work as indicated on the plans and specifications. Landscaping will consist of planting approximately 135 trees of various types.

The construction is scheduled for 120 calendar days beginning on or about August 3, 2015 through approximately December 1, 2015.

GENERAL SCOPE OF SERVICES:

City Responsibilities:

Provide PM & RE services to administer the contract between the City and QA firm.

Provide all PM & RE services for construction of the Laurel Bike Path from Sunset Avenue to Fresno River Trail.

Provide City Inspector's for roadway construction inspections.

Conduct weekly progress meetings with Contractor.

Coordinate testing as requested by the Contractor.

Consultant Responsibilities:

Provide all QC services requested for roadway construction, City's pipeline construction and installation of underground public utilities.

Set-up and maintain job record testing files.

Perform materials sampling and testing as directed.

Attend weekly progress meetings upon request.

Monitor Contractor's schedule for scheduling of testing.

Prepare and submit testing progress reports and submit to City PM and Resident Engineer.

Enforce applicable health and project safety requirements.

CONSULTANT AGREEMENT:

The Consultant Agreement is for the amount of $5,000, inclusive of an Extra Services fee in the amount of $500. If the testing costs exceed this amount, the contract will be amended accordingly. The payment for the scope of services will be based on the Exhibit A -Fee Schedule for actual testing, sampling of material, concrete strength determinations, qualified Technician cost, Project Manager and responsible Engineer

cost and fixed fee for office handling in accordance with the On-Demand Testing Services Agreement Fee Schedule as set forth in this agreement.

Prevailing Wages: The consultant is required to comply with the California State Prevailing Wages Law and Section 1720 of the State Labor Code. Wage guideline entitled, "Consultant Guidelines for Prevailing Wage and Labor Compliance on Architectural and Engineering Contracts" will be used to administer the Agreement

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF June 17, 2015
AGENDA ITEM NUMBER B-17

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING REQUEST FOR OUTSIDE OF CITY WATER SERVICE FOR PROPERTY LOCATED AT 27337 ELLIS STREET

RECOMMENDATION:

That the City Council approves Resolution No. 15-___:

1. Approving the request by Christine Balbas for connection to the City's water system.
2. Authorizing the Mayor to execute the Agreement and Covenant on behalf of the City.
3. Directing staff to record the agreement and covenant.

BACKGROUND:

The City has a policy wherein properties located outside the City Limits, that are adjacent to the City water system, may under certain conditions, apply for and receive City water service.

SITUATION:

The property owner, Christine Balbas, has an existing single family residence on a 9.35 acre parcel located on the north side of Ellis Street, approximately 450 feet east of Merced Street. Christine Balbas has requested to be allowed to connect to an existing 12-inch City water main on Ellis Street, due to water delivery problems with their on-site well.

The owners have signed the attached "**COVENANT TO ANNEX TO THE CITY OF MADERA AND WAIVE THE RIGHT TO PROTEST THERETO**".

The Local Agency Formation Commission (LAFCO) and County Special Districts has approved the connection to City water service outside the current City limits.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The installation of an outside the City Limits water service connection to the site is not specifically addressed in the vision or action plans.

RESOLUTION NO. 15 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AGREEMENT WITH CHRISTINE BALBAS FOR OUTSIDE OF CITY WATER SERVICE FOR 27337 ELLIS STREET, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND COVENANT TO ANNEX TO THE CITY OF MADERA ON BEHALF OF THE CITY

WHEREAS, Christine Balbas desires to connect the property located at 27337 Ellis Street to the City water system; and

WHEREAS, the property is located in the unincorporated territory of the County of Madera; and

WHEREAS, the City Council is willing to authorize said connection to the City's water system, subject to certain conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. That certain agreement for water system connection by and between the City and Christine Balbas, owner of the property located on the north side of Ellis Street, east of Merced Street, known as 27337 Ellis Street, a copy of which is on file in the Office of the City Clerk and which reference is hereby made for full particulars as to terms and conditions thereof, is approved.
3. The Covenant to Annex to the City of Madera and Waive the Right to Protest Thereof, a copy of which is on file in the Office of the City Clerk and which reference is hereby made for full particulars as to terms and conditions thereof, is approved.
4. The Mayor is authorized and directed to execute said agreement and covenant on behalf of the City.
5. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * *

Recording Requested By:
City of Madera
When Recorded Return To:
City of Madera, City Clerk
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 of the Government Code No Doc. Tax Due

AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 27337 ELLIS STREET

AGREEMENT MADE AND ENTERED INTO this _____ day of _____, 2015, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY" and Christine Balbas, hereinafter referred to as "APPLICANT".

W I T N E S S E T H

WHEREAS, APPLICANT is the owner of that certain property consisting of 9.35 acres, more or less, located on the north side of Ellis Street, east of Merced Street, known as 27337 Ellis Street, in the unincorporated territory of Madera County; and

WHEREAS, APPLICANT desires a water connection to serve APPLICANT'S property at said address; and

WHEREAS, CITY is willing to authorize said water connection subject to conditions agreeable to APPLICANT;

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to and in accordance with all of the conditions set forth in this agreement, CITY hereby authorizes APPLICANT to connect to existing water main in Ellis Street to serve APPLICANT'S property located on the north side of Ellis Street, east of Merced Street, which property is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

2. Prior to any such installations, APPLICANT shall pay to CITY water impact fees which total $845.00. Impact fees are based on one single family residence. Any additional development on site will be subject to additional CITY impact fees. APPLICANT shall also pay to City connection, permit, inspection or other fees as required, and 50% of the cost to install the 8-inch component of the 12-inch water main located in Ellis Street, in the amount of $3,477.13. On and after connection of APPLICANT'S property to the CITY water system, APPLICANT shall pay to CITY the monthly water service charges as determined by the Director of Finance.

3. APPLICANT agrees that connection at this time is for the purpose of providing domestic water service to property located on the north side of Ellis Street, east of Merced Street. Any future water connection for property development purposes is subject to approval of CITY.

4. APPLICANT hereby agrees, prior to receipt of CITY water service, to install a water meter and a reduced pressure back flow prevention device at property line in accordance with City Standard Specifications and destroy any existing wells in accordance with the Madera County and California Department of Health Standards.

5. APPLICANT hereby agrees to the annexation to the CITY of all of APPLICANT'S property described herein and agrees to pay any and all fees and charges associated therewith and hereby irrevocably consents to the annexation of said real property as soon as the Subject Property meets the standards for annexation as determined by the City and waives any right to protest such annexation.

6. CITY reserves the right to terminate water service provided herein in the event of breach by APPLICANT of any of the terms of the agreement, including but not necessarily limited to the non-payment of monthly service charges. In no event shall APPLICANT'S consent to annexation, however, be considered revocable as a result of the terms of this paragraph.

7. This agreement shall be recorded and is considered a covenant running with the land and is binding upon APPLICANT, APPLICANT'S heirs, executors, administrators, assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove first written.

CITY OF MADERA

Accepted by:

By: _____

Keith B. Helmuth

City Engineer

ATTEST:

By: _____

Sonia Alvarez, City Clerk

APPROVAL AS TO FORM:

By: _____

Brent Richardson, City Attorney

CITY OF MADERA

By: _____

Robert L. Poythress, Mayor

OWNER/APPLICANT

By: _____

Christine Balbas

ATTACH NOTARY ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **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 truthfulness, accuracy, or validity of that document.

State of California)

County of Madera)

On 6/11/15 before me, Sonia Alvarez, Notary Public, personally appeared **Christine Balbas**, 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 Sonia Alvarez (Seal)

SONIA ALVAREZ
Commission # 2074373
Notary Public - California
Madera County
My Comm. Expires Aug 9, 2018

DESCRIPTION OF ATTACHED DOCUMENT *(OPTIONAL)*

Title or Type of Document: Agreement for Outside of City Limits Water Connection for 27337 Ellis St.

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: Signer's Name:

Title: Title:

EXHIBIT "A"

All that portion of Lot 193 in Section seven (7), Township (11) South, Range (18) East, M.D.B. & M., of Miller & Lux Subdivision of Lands at Madera, according to the map entitled: "Miller & Lux's Subdivision of Lands at Madera, Cal.", filed for record in the office of the County Recorder of Madera County, California on February 2, 1895 in Book 1 of Maps, at page 11, described as follows, to-wit: Beginning at a point on the South line of said Lot 193 (the said South line being the North line of a county road) at a point thereon which bears Westerly 168.8 feet from the Southeast corner of said lot (said Southeast corner being on the center line of an 80 foot county road which runs along the Easterly boundary of said lot); running thence from said point of beginning Northerly and parallel with the East line of said lot, a distance of 772.4 feet, more or less, to the North line of said lot; thence Westerly and along said North line, a distance of 898.5 feet, more or less, to the Northwest corner of said lot; thence Southerly and along the West line of said lot, 571.6 feet, more or less, to a point which is Northerly 200 feet from the Southwest corner of said lot; thence Easterly and parallel with the South line of said lot, 338.5 feet, thence Southerly and parallel with the East line of said lot, 200 feet to a point on the South line of said lot; thence Easterly, and along said South line, 560.0 feet to the point of beginning; containing 14.38 acres of land more or less.

Excepting therefrom all that portion of Lot 193 in Section 7, Township 11 South, Range 18 East, M.D.B. & M., of Miller & Lux Subdivision of Lands at Madera, shown as Parcel No. 2 of Parcel Map No. 850, recorded June 19, 1974 in Vol. 20 of Maps, at page 15, Madera County Records.

Recording Requested By:
City of Madera
When Recorded Return To:
City of Madera, City Clerk
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 of the Government Code No Doc. Tax Due

COVENANT TO ANNEX TO THE CITY OF MADERA AND WAIVE THE RIGHT TO PROTEST THERETO

RECITALS

WHEREAS, the undersigned, Christine Balbas, hereinafter referred to as "Covenantor", hereby represents and warrants that she is the record owner of the real property (the "Subject Property") commonly known as 27337 Ellis Street (APN 037-040-009), situated in the County of Madera, State of California, and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

WHEREAS, Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

WHEREAS, all such instruments of Subordination, if any are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor's property currently is located in unincorporated portion of Madera County and are seeking permission from the City to connect to the City water system located adjacent to Covenantor's property.

COVENANTS

NOW, THEREFORE, the Covenantor hereby covenants, promises and agrees with the City of Madera, for the benefit of said City its public property and the Subject Property, as follows:

1. The Covenantor hereby agrees to willingly participate in the annexation of the Subject Property to the City of Madera, including filing an application for annexation and paying all applicable fees related thereto as soon as the Subject Property meets the standards for annexation as determined by the City.
2. The Covenantor hereby agrees to the annexation of the Subject Property and waives any right to protest the annexation thereof.
3. Whenever the context hereof requires, the neuter shall include the masculine or feminine, or both, the singular shall include the plural. It is the intention hereof that this document shall constitute a covenant running with the Subject Property owned by the Covenantor, jointly and severally binding upon the undersigned and each of their heirs, representatives, successors and assigns.
4. The Covenant shall be released and of no further effect upon a written determination by the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

CITY OF MADERA

Accepted by:

By: _____

Keith B. Helmuth

City Engineer

CITY OF MADERA

By: _____

Robert L. Poythress, Mayor

ATTEST:

By: _____

Sonia Alvarez, City Clerk

COVENANTOR

By: _____

Christine Balbas

APPROVAL AS TO FORM:

By: _____

Brent Richardson, City Attorney

ATTACH NOTARY

ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **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 truthfulness, accuracy, or validity of that document.

State of California)

County of Madera)

On 6/11/15 before me, Sonia Alvarez, Notary Public, personally appeared **Christine Balbas**, 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 Sonia Alvarez (Seal)

SONIA ALVAREZ
Commission # 2074373
Notary Public - California
Madera County
My Comm. Expires Aug 9, 2018

DESCRIPTION OF ATTACHED DOCUMENT *(OPTIONAL)*

Title or Type of Document: Covenant to Annex to the City of Madera and Waive the Right to Protest Thereto

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER(S)

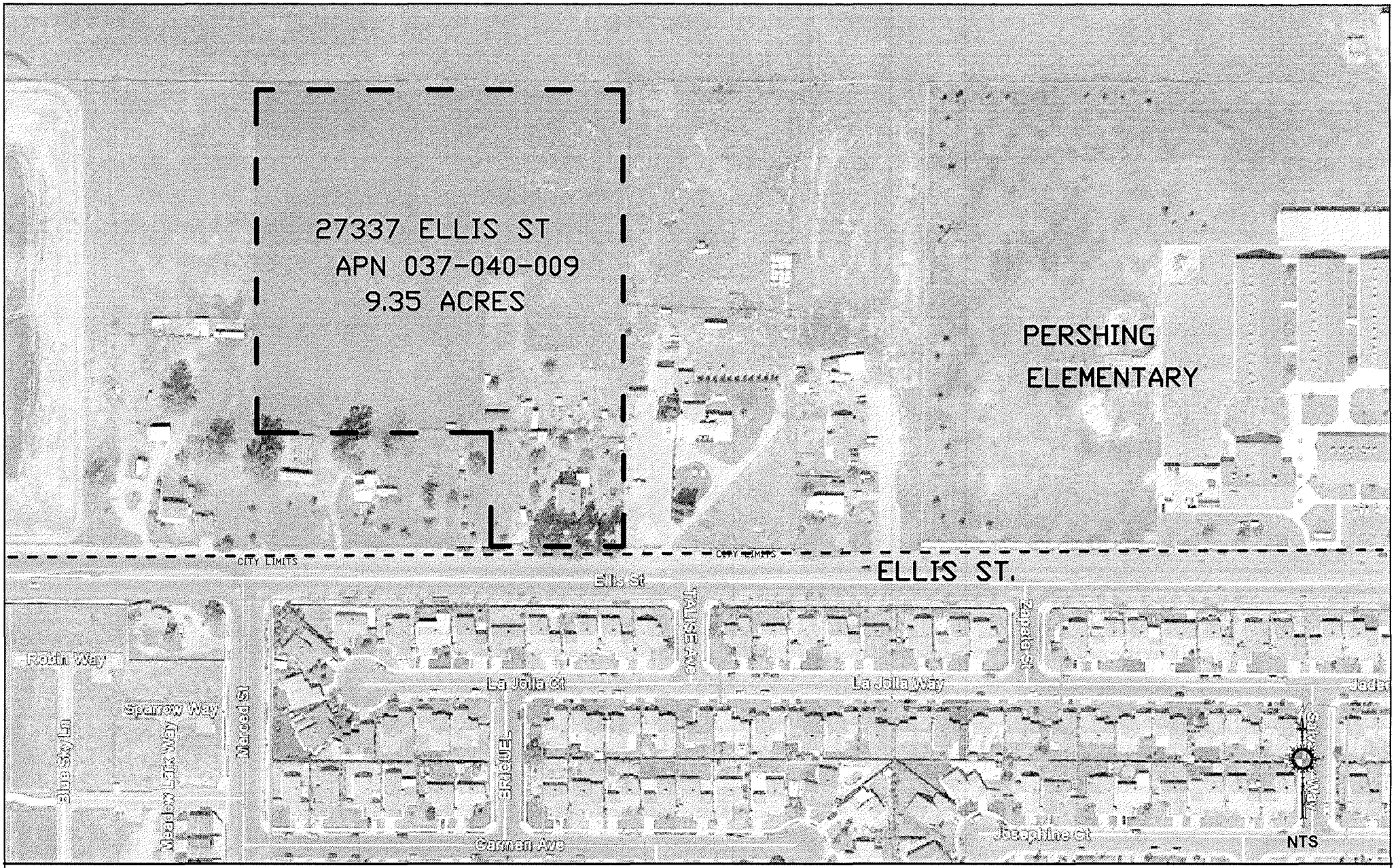
Signer's Name: Signer's Name:

Title: Title:

EXHIBIT "A"

All that portion of Lot 193 in Section seven (7), Township (11) South, Range (18) East, M.D.B. & M., of Miller & Lux Subdivision of Lands at Madera, according to the map entitled: "Miller & Lux's Subdivision of Lands at Madera, Cal.", filed for record in the office of the County Recorder of Madera County, California on February 2, 1895 in Book 1 of Maps, at page 11, described as follows, to-wit: Beginning at a point on the South line of said Lot 193 (the said South line being the North line of a county road) at a point thereon which bears Westerly 168.8 feet from the Southeast corner of said lot (said Southeast corner being on the center line of an 80 foot county road which runs along the Easterly boundary of said lot); running thence from said point of beginning Northerly and parallel with the East line of said lot, a distance of 772.4 feet, more or less, to the North line of said lot; thence Westerly and along said North line, a distance of 898.5 feet, more or less, to the Northwest corner of said lot; thence Southerly and along the West line of said lot, 571.6 feet, more or less, to a point which is Northerly 200 feet from the Southwest corner of said lot; thence Easterly and parallel with the South line of said lot, 338.5 feet, thence Southerly and parallel with the East line of said lot, 200 feet to a point on the South line of said lot; thence Easterly, and along said South line, 560.0 feet to the point of beginning; containing 14.38 acres of land more or less.

Excepting therefrom all that portion of Lot 193 in Section 7, Township 11 South, Range 18 East, M.D.B. & M., of Miller & Lux Subdivision of Lands at Madera, shown as Parcel No. 2 of Parcel Map No. 850, recorded June 19, 1974 in Vol. 20 of Maps, at page 15, Madera County Records.



LOCATION MAP

OUTSIDE CITY WATER CONNECTION - 27337 ELLIS ST

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

Return to Agenda

REPORT TO CITY COUNCIL

MEETING DATE: June 17, 2015

AGENDA ITEM NUMBER: B-18

Approved By:

PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Authorizing the City Administrator or Other Authorized Representative to: Execute all Implicated Documentation for Pre-Application and Application to the Federal Aviation Administration (FAA) for Airport Improvement Program (AIP) Grants for Federal Fiscal Years 2016 and 2017 for the Madera Municipal Airport (MAE) as Shown in the City's capital improvement plan; Accept FAA AIP grant(s) for FY 2016 and FY 2017 Projects at the Airport Including All Subsequent Amendments Thereto Offered by the FAA; and Apply for and Accept Grants and all Subsequent Amendments Thereto Offered by the California Department of Transportation Aeronautics Division for Matching Funds for FY 2016 and 2017 FAA-approved projects at the Madera Municipal Airport.

RECOMMENDATION: Approve the attached biennial Resolution authorizing the City Administrator to execute all implicated documentation for grants and amendments thereto for the Madera Municipal Airport, from either the FAA or the California Division of Aeronautics, for FY2016 and FY2017 projects in the City's approved capital improvement plan.

SUMMARY: The requested Resolution will allow pre-application, application, acceptance of grants and amendments, and execution of all related documents by the City Administrator of the City for grants which may be offered by the FAA and the California Department of Transportation Division of Aeronautics (State) to the Madera Municipal Airport. The FAA is expected to offer 90% funding for Federal Fiscal Years (FFY) 2016 and 2017. The State offers grants, which are 5% of the federal funding amount of eligible project cost. The approved Resolution must be submitted each year with the application documents. The projects identified for this next two year cycle support the Department's ongoing obligation to keep the airport safe and viable.

The following required actions are permitted by the Resolution: (i) submit to the FAA and the State a required five-year Airport Capital Improvement Plan (ACIP), FAA grant Pre-Applications, and Applications for FFY 2016 and 2017 grants, (ii) accept FFY 2016 and FFY 2017 FAA grants and amendments for improvements at both airports, and (iii) apply for and accept grants and

amendments as may be offered from the State (used for matching funds on FFY 2016 and FFY 2017 approved projects).

DISCUSSION: Each FFY, the Department receives entitlement and discretionary grants from the FAA for a portion of eligible capital project costs at the Madera Municipal Airport based upon: (i) the number of airport operations at MAE, (ii) the status of the airport as a "reliever" airport, and (iii) the priority of eligible projects within the FAA Western Pacific Region. The FAA is expected to offer 90 percent (90%) funding for FFY 2016 and 2017. Additional FAA discretionary grants may be received based upon applications made, federal priorities within the five-year ACIP, and the availability of funding. The Department will provide the required matching funds from Airport revenues with additional matching funds potentially coming from the State (5 percent of eligible federal funded project cost).

The five-year ACIP is the FAA's planning document to program future AIP grant funding, and is re-submitted each year for the next five years; thus refining the five-year look ahead each year. Securing FAA AIP grants includes a year-in-advance application process for projects included in the five-year ACIP, which is the reason this Resolution permitting grant related activities must be available in advance. FFY 2016 and FFY 2017 grant processing will occur under this new Resolution. FFY 2015 grant processing was accomplished using previous Resolutions specific to each project application. However, the FAA is now requiring a general resolution for authorizing submittals to the FAA.

The attached biennial Airports Grants Resolution gives the City Administrator the authority to comply with the FAA required application processes for FFY 2015 and 2016, the five-year FAA planning process (ACIP submittal), and the grant acceptance process for FFY 2015 and 2016 grants that may be offered to the airport. The same authorities are given for the State grants to the as well. All required local match funding will be provided from Airport revenues.

The projects associated with this Resolution have been identified in the City's capital improvement plan and are comprised of the following:

	Fiscal Year 2016	**Federal Share**
1.	Engineering Design – Projects No. 2 and 6	$166,500
2.	Reconstruct General Aviation Apron Phase II	$1,346,400
3.	Environmental - Apron and Taxiway Drainage	$80,100
4.	Engineering Design - Apron & T/W Drainage	$49,500
5.	Engineering Design - Tee Hangar Development	$63,000
6.	Runway, Taxiway & Apron Crack Seal	$417,600
7.	Obstruction Lights - Orchard	$77,400
	TOTAL 2016	$2,200,500
	Fiscal Year 2017	
9.	Apron and Taxiway Drainage	$573,300
10.	Tee Hangar Development - Phase I	$317,700

11.	Engineering Design – Tee Hangar Phase II & Security Gate Upgrade	$149,400
	TOTAL 2017	$1,040,400

FINANCIAL IMPACT: There is no impact to the General Fund from this action. Approval of the Resolution will allow the Department to continue applying for and accepting grants from both the FAA and the California Division of Aeronautics for projects listed in the City's capital improvement plan, and using matching funding provided by local Measure C and Airport Revenues.

VISIONING: Approval of this item is not specifically addressed in the Vision or Action Plans. The requested action is also not in conflict with any of the action or goals in those plans.

RESOLUTION NO. _____

Resolution of the City Council of the City of Madera Authorizing the City Administrator or Other Authorized Representative to: Execute all Implicated Documentation for Pre-Application and Application to the Federal Aviation Administration (FAA) for Airport Improvement Program (AIP) Grants for Federal Fiscal Years 2016 and 2017 for the Madera Municipal Airport (MAE) as Shown in the City's capital improvement plan; Accept FAA AIP grant(s) for FY 2016 and FY 2017 Projects at the Airport Including All Subsequent Amendments Thereto Offered by the FAA; and Apply for and Accept Grants and all Subsequent Amendments Thereto Offered by the California Department of Transportation Aeronautics Division for Matching Funds for FY 2016 and 2017 FAA-approved projects at the Madera Municipal Airport.

WHEREAS, the FAA requires the City of Madera submit in this Federal Fiscal Year (FFY) preliminary and final grant applications for FFY 2016 and 2017; and

WHEREAS, the United States of America, acting through the Department of Transportation, Federal Aviation Administration (FAA) is offering a Grant Agreement(s) to the City of Madera for Airport Improvement Project No. 3-06-0144-"xx" for FFY 2016 and 2017 (where "xx" represents the next sequential AIP Grant numbers for MAE) for the following:

ENTITLEMENT AIRPORT IMPROVEMENT PROJECTS AND DISCRETIONARY AIRPORT IMPROVEMENT PROJECTS; and

WHEREAS, pursuant to Section 21683.1 of the Public Utilities code (PUC), the California Transportation Commission (CTC) is authorized to allocate funds for a portion of the local match for AIP grants; and

WHEREAS, the California Department of Transportation, acting on the authority of the California Transportation Commission, may provide five percent (5%) for that portion of the FAA grant which is for airport and aviation purposes; and

WHEREAS, the City of Madera is submitting an application for matching funds for FAA projects for FFY 2016 and 2017 which are included in the state's Capital Improvement Program (CIP); and

WHEREAS, the City of Madera must certify by resolution approval of such grant awards; and

WHEREAS, the City will enter into agreements for such grant funding;

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA hereby finds, orders and resolves as follows:

1. Submittal of pre-application and application for FAA Airport Improvement Program (AIP) grant(s) for FFY 2016 and 2017 for Entitlement Projects and Discretionary Projects is hereby approved.

2. Upon grant offer(s) being received from the FAA, that Part I – Offer of the Grant Agreement for Airport Improvement Program Project No. 3-06-0144-"xx" for FFY 2016 and 2017 (where "xx" represents the next sequential AIP Grant numbers for MAE), including amendments thereto, are hereby approved and accepted when received, consistent with Constitutional and local law requirements.

3. The City Administrator is hereby authorized and empowered to execute in the name of the City of Madera all required documentation including Part II - Acceptance of the Grant Agreement and any Grant Amendments as may be offered by the FAA, upon prior approval as to form by the City Attorney The City Attorney upon their approval as to form is authorized to sign the Certification of Sponsor's Attorney on behalf of the City of Madera.

4. Filing of the application with the California Department of Transportation for matching funds for the FFY 2016 and 2017 AIP Grants is hereby approved and accepted when received, consistent with Constitutional and local law requirements.

5. The City Administrator is hereby authorized and empowered to execute in the name of the City of Madera all required documentation including the Acceptance of the Grant Agreement and any Grant Amendments as may be offered by the California Department of Transportation, upon prior approval as to form by the City Attorney. The City Attorney upon their approval as to form is authorized to sign any Certification or Assurance of Sponsor's Attorney on behalf of the City of Madera.

6. This resolution is effective immediately upon adoption.

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: June 17, 2015

Agenda Number: B-19

SUBJECT: Consideration of a Resolution of the City Council of the City of Madera, California, ratifying and approving a new Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2014 to June 30, 2016 for fire service operations, and authorizes the Mayor to sign the Agreement on behalf of the City of Madera.

RECOMMENDATION:

The Fire Department recommends the City Council of the City of Madera, California, adopt a Resolution ratifying and approving a new Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2014 to June 30, 2016 for fire service operations, and authorizes the Mayor to sign the Agreement on behalf of the City of Madera.

BACKGROUND:

Public Resources Code Section 4142 allows CAL FIRE to enter into cooperative agreements with cities and counties for the purpose of suppressing fire within those jurisdictions. Madera City has contracted with CAL FIRE under such agreements since 1993. The latest was a one-year Schedule "A" fire protection services reimbursement agreement from July 1, 2013 through June 30, 2014. The terms and conditions of CAL FIRE's cooperative agreements are effective for a maximum of three years before a new one is needed. As the State must recapture its costs, which vary from year to year, the agreement must be amended annually subsequent to its initial approval to cover each fiscal year's costs. Since the final benefit and administrative rates are not determined until after July, the final agreement can't be proposed until well into the fiscal year and very rarely coincides with what the City has budgeted for a given level of service.

Even though the latest one-year Schedule "A" agreement expired on June 30, 2014, services have been continued since the expiration by way of a "carry-over" clause within the contract. This new two-year Schedule "A" agreement with CAL FIRE will be from July 1, 2014 through June 30, 2016. The terms and conditions of the new agreement are the same as the previous one.

The FY 2014-2015 Schedule "A" agreement is $2,828,787.00 (see Exhibit D attachment) which is an increase of approximately $102,321.00 from FY 2013-2014. This escalation is due to the overall increase in staff benefits. The FY 2015-2016 Schedule "A" agreement is $3,061,997.00.00 (see Exhibit D attachment) which is an increase of approximately $233,210.00 from FY2014-2015. This escalation is due to the overall increase in staff benefits and 4% raise for employees effective 1/1/2015 due to collective bargaining agreement.

FISCAL IMPACT:

The Madera City Fire Department's current budget contains sufficient funding to accommodate the CAL FIRE Schedule "A" fire protection services reimbursement agreement.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The resulting resolution is consistent with the following action items:

- Strategy 421: First Response Emergency Services: Ensure the safety and protection of Madera and it community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AND APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FROM JULY 1, 2014 TO JUNE 30, 2016 FOR FIRE SERVICE OPERATIONS, AND AUTHORIZES THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA.

WHEREAS, the City of Madera (CITY) contracts with the State of California, Department of Forestry and Fire Protection (CAL FIRE) to provide fire protection services as allowed under Public Resources Code Section 4142; and,

WHEREAS, CAL FIRE and the CITY have entered into agreements for services since 1993, the latest of which was a one-year Schedule "A" service agreement from July 1, 2013 through June 30, 2014; and,

WHEREAS, the Schedule "A" agreement must be amended annually to cover each fiscal year's costs while providing for fire service operations.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY FINDS, ORDERS, AND RESOLVES AS FOLLOWS:

1) The above recitals are true and correct.

2) The City Council of the City of Madera, California ratifies and approves the above noted Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2014 (Agreement # 4CA02745 in the amount of 5,890,784.00), a copy of which is on file in the office of the city clerk and referred to for particulars.

3) The City Council of the City of Madera, California authorizes the Mayor, to sign and execute said agreement on behalf of the City of Madera.

4) This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * * * * * * *

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 01/2014

AGREEMENT NUMBER	4CA02745
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
City of Madera

2. The term of this Agreement is: July 1, 2014 through June 30, 2016

3. The maximum amount of this Agreement is: $ $5,890,784.00
Five million, eight hundred ninety thousand, seven hundred eighty-four dollars and no cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	5	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	6	pages
Exhibit D – Additional Provisions	0	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Madera

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Robert L. Poythress, Mayor

ADDRESS
205 West Fourth Street
Madera, Ca. 93637

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

California Department of General Services Use Only

BY *(Authorized Signature)*	DATE SIGNED*(Do not type)*
✍	
PRINTED NAME AND TITLE OF PERSON SIGNING Clare Frank, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety	
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460	

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Nancy B. Koerperich	Local Agency:	City of Madera
Name:	Nancy B. Koerperich	Name:	David Tooley, City Manager
Phone:	559.675.7799	Phone:	559.661.5400
Fax:	559.673.2085	Fax:	559.674.2792

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Nancy B. Koerperich	Local Agency:	City of Madera
Section/Unit:	MMU	Section/Unit:	City Clerk
Attention:	Ron Eldridge	Attention:	Sonia Alvarez
Address:	14225 Road 28 Madera, CA 93638	Address:	205 West Fourth Street Madera, CA 93637
Phone:	559.675.7799	Phone:	559.661.5405
Fax:	559.673.2085	Fax:	559.674.0446

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☐ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to

conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:

a. The Director predicts a cash flow shortage, or

b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit

D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-P.O.S.T. (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:

   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION**:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

    A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

    The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

    The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

    Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

    A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

    B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

    C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.

    D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

    A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

    Current State Employees (Public Contract Code §10410):

    1) 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.

    2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

    Former State Employees (Public Contract Code §10411):

    1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

    2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

    If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

    Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be 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 LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that 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.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this 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.
23. **RESOLUTION**: A county, city, district, or other local public body must 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 an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY 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.
25. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☐ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☒ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of

STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

SCHEDULE A - 4142
INDEX 4200 PCA 47920
FY 14/15 - PROPOSED

THIS IS THE **SCHEDULE A 4142** OF THE COOPERATIVE AGREEMENT, DATED **JULY 1, 2014**
BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND THE CITY OF MADERA

Station Personnel POF	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 74.91%	Total Salary & Benefits	EDWC Annual	Benefits EDWC 38.90%	Total EDWC & Benefits	Total Annual Sal. & EDWC
Battalion 10													
Station 6	2	**Fire Captain**	12	24	$5,007	$2,550	$120,168	$90,018	$210,186	$61,200	$23,807	$85,007	$295,193
	4	**Fire App. Engineer**	12	48	$4,358	$2,220	$209,184	$156,700	$365,884	$106,560	$41,452	$148,012	$513,896
	2	**Fire Fighter II**	12	24	$3,509	$1,951	$84,216	$63,086	$147,302	$46,824	$18,215	$65,039	$212,341
Station 7	2	**Fire Captain**	12	24	$5,007	$2,550	$120,168	$90,018	$210,186	$61,200	$23,807	$85,007	$295,193
	4	**FAE Hazmat**	12	48	$4,358	$2,296	$209,184	$156,700	$365,884	$110,208	$42,871	$153,079	$518,963
	2	**Fire Fighter II**	12	24	$3,509	$1,951	$84,216	$63,086	$147,302	$46,824	$18,215	$65,039	$212,341
Subtotals	*16*		*72*	*192*	*$25,748*	*$13,518*	*$827,136*	*$619,608*	*$1,446,744*	*$432,816*	*$168,365*	*$601,181*	*$2,047,925*
Battalion Command POF	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 74.91%	Total Salary & Benefits	EDWC Annual	Benefits EDWC 38.90%	Total EDWC & Benefits	Total Annual Sal. & EDWC
Chief Officer	1	**Battalion Chief**	12	12	$6,355	$4,349	$76,260	$57,126	$133,386	$52,188	$20,301	$72,489	$205,875
Subtotals	*1*		*12*	*12*	*$6,355*	*$4,349*	*$140,856*	*$57,126*	*$133,386*	*$52,188*	*$20,301*	*$72,489*	*$205,875*
Division Command POF		Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 74.91%	Total Salary & Benefits	Annual R&R - $1,851 Per Month	Benefits R&R 74.91%	Total R&R & Benefits	Total Annual Sal.& R&R
Chief Officer	0	**Division Chief**	12	0	$8,598	N/A	$0	$0	$0	$0	$0	$0	$0
Subtotals	*0*			*0*	*$8,598*	*N/A*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Total POF	**17**												
Dispatch Safety	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 57.41%	Total Salary & Benefits	Annual Shift Diff. - Per Month $2,376	Benefits Shift Differential	Total Shift Differential & Benefits	Total Annual Sal.& R&R
ECC	1.5	**Comm. Operator**	12	18	$4,699	N/A	$84,582	$48,559	$133,141	$3,564	$2,046	$5,610	$138,751
Subtotals	*1.5*			*18*	*$4,699*	*N/A*	*$84,582*	*$48,559*	*$133,141*	*$3,564*	*$2,046*	*$5,610*	*$138,751*
Total Safety	**1.5**												
Automotive	No.	Classification	Period	Personnel Months	Rate	Total Salary	Benefits Salary 38.90%	Total Salary & Benefits					
Fleet	2	**Forestry Equip. Mgr.**	7	14	$450	$6,300	$2,451	$8,751					
Subtotals	*2*			*14*	*$450*	*$6,300*	*$2,451*	*$8,751*					
Total Automotive	**2**												

Item	Personnel Months	No.	Classification	Avg. Daily Cost	Annual Personnel Days	Annual OT	Benefits OT 1.45%	Total Salary & Benefits
UPOT	204	17	POF	$720	6	$73,440	$1,065	$74,505
UPOT	18	1.5	Safety	$480	6	$4,320	$0	$4,320
Subtotals	*222*	*18.5*			*12*	*$77,760*	*$1,065*	*$78,825*

TOTAL PERSONNEL SERVICES **$2,480,127**

Item	No.	Annual Rate	Total Annual Uniform	Benefits Uniform 38.28%	Total Salary & Benefits	Total
POF Uniform Allowance	17	$830	$14,110	$5,401	$19,511	$19,511
Safety Uniform Allowance	1.5	$450	$675	N/A	$675	$675
Travel	N/A	$8,126	N/A	N/A	N/A	$8,126
General Expense	N/A	$6,000	N/A	N/A	N/A	$6,000
Communications	15	$88	N/A	N/A	N/A	$1,320
Utilities	12	$90	N/A	N/A	N/A	$1,080
Training	N/A	$9,540	N/A	N/A	N/A	$9,540

TOTAL OPERATING EXPENSES **$46,252**

TOTAL PERSONNEL AND OPERATING EXPENSES ----------> **$2,526,379**

ADMINISTRATIVE CHARGE 11.97% ----------> **$302,408**

TOTAL SCHEDULE A ----------> **$2,828,787**

SCHEDULE A - 4142
INDEX 4200 PCA 47920
FY 15/16 - PROPOSED

THIS IS THE **SCHEDULE A 4142** OF THE COOPERATIVE AGREEMENT, DATED **JULY 1, 2014**
BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND THE CITY OF MADERA

Station Personnel POF	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 81.25%	Total Salary & Benefits	EDWC Annual	Benefits EDWC 41.51%	Total EDWC & Benefits	Total Annual Sal. & EDWC
Battalion 10													
Station 6	2	**Fire Captain**	12	24	$5,204	$2,650	$124,896	$101,478	$226,374	$63,600	$26,400	$90,000	$316,374
	4	**Fire App. Engineer**	12	48	$4,529	$2,307	$217,392	$176,631	$394,023	$110,736	$45,967	$156,703	$550,726
	2	**Fire Captain**	12	24	$3,872	$2,148	$92,928	$75,504	$168,432	$51,552	$21,399	$72,951	$241,383
Station 7	2	**Fire Captain**	12	24	$5,204	$2,650	$124,896	$101,478	$226,374	$63,600	$26,400	$90,000	$316,374
	4	**FAE Hazmat**	12	48	$4,529	$2,383	$217,392	$176,631	$394,023	$114,384	$47,481	$161,865	$555,888
	2	**Fire Captain**	12	24	$3,872	$2,148	$92,928	$75,504	$168,432	$51,552	$21,399	$72,951	$241,383
Subtotals	*16*			*192*	*$27,210*	*$14,286*	*$870,432*	*$707,226*	*$1,577,658*	*$455,424*	*$189,047*	*$644,471*	*$2,222,129*

Battalion Command POF	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 81.25%	Total Salary & Benefits	EDWC Annual	Benefits EDWC 41.51%	Total EDWC & Benefits	Total Annual Sal. & EDWC
Chief Officer	1	**Battalion Chief**	12	12	$6,606	$4,522	$79,272	$64,409	$143,681	$54,264	$22,525	$76,789	$220,469
Subtotals	*1*			*12*	*$6,606*	*$4,522*	*$79,272*	*$64,409*	*$143,681*	*$54,264*	*$22,525*	*$76,789*	*$220,469*

Division Command POF	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 81.25%	Total Salary & Benefits	Annual R&R - $1,851 Per Month	Benefits R&R 81.25%	Total R&R & Benefits	Total Annual Sal.& R&R
Chief Officer	0	**Division Chief**	12	0	$8,768	N/A	$0	$0	$0	$0	$0	$0	$0
Subtotals	*0*			*0*	*$8,768*	*N/A*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Total POF	**17**												

Dispatch Safety	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 61.87%	Total Salary & Benefits	Annual Shift Diff. - Per Month $2,376	Benefits Shift Differential	Total Shift Differential & Benefits	Total Annual Sal.& R&R
ECC	1.5	**Comm. Operator**	12	18	$4,699	N/A	$84,582	$52,331	$136,913	$3,564	$2,205	$5,769	$142,682
Subtotals	*1.5*			*18*	*$4,699*	*N/A*	*$84,582*	*$52,331*	*$136,913*	*$3,564*	*$2,205*	*$5,769*	*$142,682*
Total Safety	**1.5**												

Automotive	No.	Classification	Period	Personnel Months	Rate	Total Salary	Benefits Salary 41.51%	Total Salary & Benefits
Fleet	2	**Forestry Equip. Mgr.**	7	14	$450	$6,300	$2,615	$8,915
Subtotals	*2*			*14*	*$450*	*$6,300*	*$2,615*	*$8,915*
Total Automotive	**2**							

Item	Personnel Months	No.	Classification	Avg. Daily Cost	Annual Personnel Days	Annual OT	Benefits OT 1.45%	Total Salary & Benefits
UPOT	204	17	POF	$720	6	$73,440	$1,065	$74,505
UPOT	18	1.5	Safety	$480	6	$4,320	$0	$4,320
Subtotals	*222*	*18.5*			*12*	*$77,760*	*$1,065*	*$78,825*

TOTAL PERSONNEL SERVICES **##########**

Item	No.	Annual Rate	Total Annual Uniform	Benefits Uniform 40.60%	Total Salary & Benefits	Total
POF Uniform Allowance	17	$830	$14,110	$5,729	$19,839	$19,839
Safety Uniform Allowance	1.5	$450	$675	N/A	$675	$675
Travel	N/A	$8,126	N/A	N/A	N/A	$8,126
General Expense	N/A	$6,000	N/A	N/A	N/A	$6,000
Communications	15	$88	N/A	N/A	N/A	$1,320
Utilities	12	$90	N/A	N/A	N/A	$1,080
Training	N/A	$9,540	N/A	N/A	N/A	$9,540

TOTAL OPERATING EXPENSES **$46,580**

TOTAL PERSONNEL AND OPERATING EXPENSES ----------> **$2,719,600**

ADMINISTRATIVE CHARGE 12.59% ----------> **$342,398**

TOTAL SCHEDULE A ----------> **$3,061,997**

ACCOUNT	DESCRIPTION	FY 13/14 BUDGET	FY14/15 BUDGET	FY15/16 BUDGET
Dept 225: Fire Services - Administration				
Category 00: Revenue				
1795-8107	Permits - Fireworks Stands	(2,500)	0	0
1795-8212	Fire Special Services Fee	0	0	0
1795-8247	Fire Department Weed Abatement Fee	1,412	0	0
1795-8346	Interfund Charges - Reimbursements	(49,000)	49,000	49,000
1795-8355	Transfer In	0	0	0
1795-8659	Refunds and Reimbursements	19,586	0	0
	NET category 00: Revenue	(30,502)	49,000	49,000
Category 01: Salaries & Benefits				
1795-1020	Salaries / Part-time	0	0	0
1795-2000	Public Employees Retirement System	0	0	0
1795-2004	Worker's Compensation Insurance	0	0	0
1795-2005	Medicare Tax - Employer's Share	0	0	0
	NET Category 01: Salaries & Benefits	0	0	0
Category 02: Maintenance & Operations				
1795-3001	Gas and Electric Utilities	19,400	17,500	17,500
1795-3002	Telephone and Fax Charges	4,470	11,000	11,000
1795-3011	Advertising - Bids and Legal Notices	0	500	500
1795-3014	Professional Dues	0	150	150
1795-3015	Publications and Subscriptions	508	1,500	1,500
1795-3016	Office Supplies - Expendable	2,979	2,500	2,500
1795-3025	Vehicle Fuel, Supplies & Maintenance	58,209	80,000	80,000
1795-3040	Contracted Services	9,125	10,000	10,000
1795-3046	CAL FIRE Annual Contract	2,553,032	2,828,787	3,061,997
1795-3130	Building Supplies, Keys, Repairs	10,690	10,000	10,000
1795-3138	Tool Replacement Costs	21,155	30,000	30,000
1795-3260	Liability / Property Insurance	10,483	9,644	9,644
1795-3262	Retiree Insurance Premiums	5,721	5,580	5,580
1795-3300	Conference, Training, Education	1,155	5,000	5,000
1795-4002	Interfund Charges - Central Supply	2,298	2,400	2,400
1795-4018	Interfund Charges-Computer Maint.	538	538	538
1795-6002	Lease Payment	125,000	0	125,000
	NET Category 02:Maintenance & Op	2,824,763	3,015,099	3,373,309
TOTAL Dept 225: Fire Services - Administration		2,794,261	3,064,099	3,422,309

AGREEMENT SUMMARY

STD 215 (Rev 06/2011)

AGREEMENT NUMBER	AMENDMENT NUMBER
4CA02745	#

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME: City of Madera

2. FEDERAL I.D. NUMBER:

3. AGENCY TRANSMITTING AGREEMENT: Forestry and Fire Protection

4. DIVISION, BUREAU, OR OTHER UNIT: Madera-Mariposa-Merced Unit (MMU)

5. AGENCY BILLING CODE: 013028

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT: Lev Karshtedt (916) 654-6833

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☐ NO ☒ YES (*If YES, enter prior contractor name and Agreement Number)*: City of Madera, 4CA02206

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES: Fire Protection Services

9. AGREEMENT OUTLINE *(Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)*

California Department of Forestry and Fire Protection (CALFIRE) shall provide fire protection services pursuant to Public Resources Code Sections 4142 and/or 4144.

This Local Governments Wildland/Agreement falls under two of the exceptions listed in the DGS Administrative Order 06-06-1.

"The Contract involves another governmental entity, and an Action or inaction of that other governmental entity delayed Timely processing of the contract of amendment by the State."

"The Contract is an interagency or revenue/reimbursement agreement, there are reasonable factors that caused the delay, and it is in the State's best interest to process the contract or amendment."

10. PAYMENT TERMS *(More than one may apply.)*

☐ MONTHLY FLAT RATE ☐ QUARTERLY ☐ ONE -TIME PAYMENT ☐ PROGRESS PAYMENT

☐ ITEMIZED INVOICE ☐ WITHHOLD _____ % ☐ ADVANCED PAYMENT NOT TO EXCEED

☒ REIMBURSEMENT/REVENUE $ _____ or _____ %

☐ OTHER *(Explain)*

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Reimbursement		14 / 15			$2,828,787.00
Reimbursement		15 / 16			$3,061,997.00
		/			
		/			
		/			

OBJECT CODE — **AGREEMENT TOTAL** $5,890,784.00

OPTIONAL USE — AMOUNT ENCUMBERED BY THIS DOCUMENT

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above. — PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $

ACCOUNTING OFFICER'S SIGNATURE — DATE SIGNED — TOTAL AMOUNT ENCUMBERED TO DATE $

12. AGREEMENT	TERM From	TERM Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/14	06/30/16	$ 5,890,784.00	**EXEMPT**
Amendment No. 1			$	
Amendment No. 2			$	
Amendment No. 3			$	
		TOTAL	$ 5,890,784.00	

(Continue)

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD. 215 (Rev 06/2011)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP) ☐ INVITATION FOR BID (IFB) ☐ USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)

☐ SOLE SOURCE CONTRACT *(Attach STD. 821)* ☐ EXEMPT FROM BIDDING *(Give authority for exempt status)* ☒ OTHER *(Explain)* **Reimbursement**

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
Not Applicable. This is a reimbursement agreement with a local agency.

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:
Not Applicable. This is a reimbursement agreement with a local agency.

18. FOR AGREEMENTS IN EXCESS OF $5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?	19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?
☐ NO ☐ YES ☒ N/A	☐ NO ☐ YES ☒ N/A	☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES	B. STD. 204, VENDOR DATA RECORD	22. REQUIRED RESOLUTIONS ARE ATTACHED
☐ NO ☐ YES ☒ N/A	☐ NO ☐ YES ☒ N/A	☐ NO ☒ YES ☐ N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

☒ NO *(Explain below)* ☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: % OF AGREEMENT ☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:
Schedule A and Wildland agreements are exempt from DVBE requirements per SCM Section 8.12

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR? ☒ NO ☐ YES *(Indicate Industry Group)*	SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*
☒ NO ☐ YES

This is an ongoing fire protection agreement in which CAL FIRE provides services to and is reimbursed by local agency. Local agency has control over the approval based on fiscal and board restraints; this includes an extension clause to enable CAL FIRE to provide continuous, uninterrupted protection to local agency.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE	DATE SIGNED
Unit Chief	

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 17, 2015
Agenda Item No. B-20

SUBJECT: MINUTE ORDER – ACCEPTANCE OF THE INSTALLATION OF WATER METER IN PRIVATE RESIDENTIAL SUBDIVISIONS CITY PROJECT NO. W 14-01

RECOMMENDATION:

1. That the City Council approve Minute Order approving:
   a. Acceptance of the Installation of Water Meter in Private Residential Subdivisions City Project No. W 14-01.
   b. The recording of the Notice of Completion.
2. The release of retention after 35 days from recording of the Notice of Completion.

SUMMARY:

The City Council, at their October 15, 2014 meeting, awarded a contract to Vulcan Construction & Maintenance, Inc. for the Installation of Water Meter in Private Residential Subdivisions City Project No. W 14-01. The Contractor has completed the project in accordance with the plans and specifications. It is staff's recommendation that the City Council accept the project.

SITUATION:

This project was a continuation of the City's ongoing effort to install water meters at all locations where water meters currently do not exist. This program includes residential, commercial and industrial uses throughout the City.

To date, approximately 12,000 meters have been installed. These installations have occurred in conventional subdivisions where the meters are placed within City right-of-way on public streets. This project installed water meters within private, gated subdivisions (Planned Unit Developments – "PUD's").

The project installed 360 water meters within 8 private subdivisions. There are approximately 139 water service locations where meters were not installed due to non-cooperation of the property owners. At the December 4, 2013 meeting of the City Council, Council considered and adopted a resolution to amend Section 3 of Chapter 5 of Title V of the Madera Municipal Code to allow the City's typical permit, entitlement or water service application processes to require installation of meters at the property owner's cost.

A final project inspection was held and Public Works Department and Engineering Division have accepted the project. The project can now be accepted by the City Council and a "Notice of Completion" recorded. The final progress payment less the retention amount of ten percent has been processed. The original contract amount was $365,307.

One contract change order was processed for the project. The Contract Change Order No.1 (CCO 1) in the amount of $68,103.96 was processed for changes to project quantities and additional work not covered by the bid items and contract deductions in the amount of $23,336.00 for deletion of project quantities.

Contract Change Order No. 1:

Additive Items

1-1	Potential Miscellaneous Costs Item #1 Additional 25 Ea. @$975.00/Ea.	$ 24,375.00
1-2	Potential Miscellaneous Costs Item #2 Additional 1 Ea. @$2,000.00/Ea.	$ 2,000.00
1-3	Additional 1" Meter Exchange w/ new lid 23 Ea. @$675.00/Ea.	$ 15,525.00
1-4	Additional 1.5" Meter in Parkstrip 4 Ea. @$1,700.00/Ea.	$ 6,800.00
1-5	Additional 2" Meter Exchange w/ new lid 2 Ea. @$1,525.00/Ea.	$ 3,050.00
1-6	Additional Raise 1" Meter Height w/ Curb Stop 8 Ea. @$250.00/Ea.	$ 2,000.00
1-7	Additional Re-Plumb 1" Meter 109 Ea. @$85.00/Ea.	$ 9,265.00
1-8	Additional Re-Plumb 1.5" or 2" Meter 10 Ea. @$145.00/Ea.	$ 1,450.00
1-9	Additional Investigate to located unmarked water meters LS @$850.00	$ 850.00
1-10	Additional 97, 98 Rosewood Circle install water meter and remove tree root system LS @$2,788.96	$ 2,788.96
	Total Additive Amount - - - -	**$ 68,103.96**

Deductive/Credit Items

1-11	Deduct 22 Ea. of Bid Item #4: 1- Inch Water Meter in Parkstrip @ $893.00/Ea.	$ (19,646.00)
1-12	Deduct 2 Ea. of Bid Item #5: 2-inch Water Meter in Parkstirp @ $1,845.00/Ea.	$ (3,690.00)
	Total Credit Amount - - - -	$ (23,336.00)

The total cost of the Change Order is an additive in the amount of $44,767.96 increasing the cost of the project approximately 12.25% to $410,137.96. The additional cost was due to 34 additional locations added during the project and additional cost for locating and installing water meters in non standard locations.

The construction project was completed within the contract time and budgeted amount.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 434 – Water Quality and Usage: Ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water-use.
Action 434.1 – Increase water-usage monitoring through meter reading and water-patrol to increase conservation.

FINANCIAL IMPACT:

Funds for this construction and construction management are provided by monies received from the sale of bonds for this purpose and set aside in the FY 2010/11 CIP budget in account #2905-5097. There is no impact to the City's General Fund.

RECORDING REQUESTED BY:
CITY OF MADERA

AND WHEN RECORDED MAIL TO:
CITY OF MADERA – CITY CLERK
205 W. 4TH STREET
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FEE WAIVED PER SECTION 27383 OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE $ -0-

NOTICE OF COMPLETION

Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is **City of Madera**
3. The full address of the undersigned is **205 West 4th Street; Madera, CA 93637**
4. The nature of the title of the undersigned is: In fee **Public Improvements**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
N/A	

6. A work of improvement on the property hereinafter described was completed on **April 24, 2015**
7. The name of the original contractor, if any, for such work of improvement was **Vulcan Construction & Maintenance, Incorporated**
   (If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
N/A	

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of **Madera** County of **Madera**, State of California, and is described as follows:

Installation of Water Meter in Private Residential Subdivisions

City Project No. W 14-01

10. The street address of said property is Madera **City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named In Paragraph 2)

Dated: _____

Keith Brent Helmuth, P.E
City Engineer

10. Continued .....

Installation of Water Meter in Private Residential Subdivisions

City Project No. W 14-01

STATE OF CALIFORNIA
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera, The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

Signature of Officer: _____

State of California
County of Madera

The 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.

_____
Keith Brent Helmuth, P.E

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2015, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Date

_____
Sonia Alvarez, City Clerk

REPORT TO CITY COUNCIL

Return to Agenda

Approved by:

Department Director

City Administrator

Council Meeting of: June 17, 2015

Agenda Number: B-21

SUBJECT: Consideration of a Resolution Approving a Special Services Agreement with Sonia Hall of Granted Solutions for Consulting Services Related to Grant Administration for the City of Madera

RECOMMENDATION: Staff recommends the Council approve the attached resolution, authorizing the City Administrator to sign a special services agreement with Sonia Hall of Granted Solutions for consulting services related to Grant Administration for the City of Madera.

DISCUSSION: The Grant Administrator for the City of Madera recently gave notice that he will be taking an extended leave of absence beginning on July 5, 2015 with no definitive return-to-work date at this time. The Grant Administrator position is a key position within the City of Madera and staff his identified a need to find interim grant administration services. Staff has identified a qualified firm and individual to provide services as the Interim Grant Administrator on a contract basis. As can be seen in the proposal presented to the City of Madera by Granted Solutions, Sonia Hall and her firm are highly qualified, with the skills, experience and staffing necessary to adequately meet the needs of the City of Madera on an interim basis.

The proposed contract calls for Sonia to be present no less than two days per week and to attend evening meetings as necessary for a contracted rate of $5,500 per month. If this contract is approved by Council, Ms. Hall will begin providing services to the City on June 24th, which will give her approximately one week to become familiar with our Grant operations prior to the beginning of the Grant Administrator's leave. While acting as the Interim Grant Administrator, Ms. Hall will administer existing grants, manage Grant Department staff, seek opportunities to apply for additional grants and assess our grant operations service delivery plan.
Staff is of the opinion that it is critical to provide this coverage during the Grant Administrator's leave of absence. The rate that Granted Solutions has proposed to the City represents a savings over the salary and benefit costs of the Grant Administrator, and staff believes that the cost of these contracted services will most likely not require increased appropriations in the 2014/2015 or the 2015/2016 Budgets. However, we will closely monitor the situation during the next six months and determine if any budget amendment will be required at mid-year.

FINANCIAL IMPACT: The fiscal impact of this contract is not expected to have a negative impact on the General Fund. Much of the funding for the Grant Administrator position and

related contract services are funded through grant revenues. However, if a budget amendment becomes necessary in Fiscal Year 2015/2016, staff will bring a request for such an amendment before Council for consideration.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SPECIAL SERVICES AGREEMENT WITH SONIA HALL OF GRANTED SOLUTIONS FOR CONSULTING SERVICES RELATED TO GRANT ADMINISTRATION FOR THE CITY OF MADERA, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has determined it will need the services of an Interim Grant Administrator for an undetermined time period; and

WHEREAS, Granted Solutions, LLC is a consultant with the necessary skills and experience to provide services as Interim Grant Administrator; and

WHEREAS, the City has prepared an agreement for the provision of said Interim Grant Administrator services and such agreement is amenable to both parties.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The Agreement with Granted Solutions, LLC to provide Interim Grant Administrator services, a copy which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.

3. The City Administrator is authorized to execute the Agreement.

4. This resolution is effective immediately upon adoption.

* *

CONSULTANT AGREEMENT - INTERIM GRANT ADMINISTRATOR

THIS AGREEMENT ("Agreement") between the **City of Madera, California**, a general law municipal corporation of the State of California, hereinafter referred to as "**City**", and **Granted Solutions, LLC,** a company operating under the laws of the State of California, hereinafter referred to as "Consultant," is entered into between the parties on the date set forth below for the purpose of providing Interim Grant Administrator services to the City.

WHEREAS, the City has determined that it is in the best interest of the City to retain the services of an Interim Grant Administrator; and

WHEREAS, the City therefore desires to retain the services of the Consultant upon the terms set forth herein; and

WHEREAS, the Consultant agrees to provide the services of Interim Grant Administrator, which services may also include the provision of additional supporting resources, if necessary; and

WHEREAS, the Consultant, Sonia Hall, will serve the City in the position of Interim Grant Administrator for the City, upon the terms set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Identification and Retention of Consultant

The City hereby retains Consultant, namely Sonia Hall ("Hall"), to act in the capacity of Interim Grant Administrator for the City, subject to the terms and conditions set forth herein.

Section 2. Scope of Work and Regular Work Hours

Consultant will provide work product and services consistent with the job description for Grant Administrator as shown in Exhibit A.

The Interim Grant Administrator shall be present during regular work hours, from 8:00 am to 5:00 pm a minimum of two (2) days per week at the City Hall or other location approved by the City Administrator on those days on City business, and shall be present after hours to attend Council Meetings on the 1st and 3rd Wednesday of each month and other meetings of the City's Boards and Commissions that are held outside of the regular work hours, noted herein. If the Director of Financial Services determines that the Interim Grant Administrator's presence is required for additional

hours, and the Interim Grant Administrator determines they are reasonably available to be present pursuant to that request, then the Interim Grant Administrator shall increase the time they are present and available, accordingly. The Director of Financial Services and Interim Grant Administrator may mutually agree to some flexibility in this schedule to accommodate the needs of both the Interim Grant Administrator and the City. The Interim Grant Administrator will be available during normal City business hours via mobile phone during the term of this assignment.

Section 3. Term

This Agreement shall commence on June 17, 2015, and shall be in effect for a period of ninety (90) days. ("Term"). This Term may be extended on a week to week basis by the City Administrator, as needed. This Agreement may be terminated by either Party, without cause, upon provision of ten (10) business days' written notice. Terminations based upon cause are not subject to the ten day notice requirement.

Section 4. Compliance with Law

The Interim Grant Administrator shall comply with the provisions of the laws of the State of California, the Code of Ordinances of the City, the policies and procedures adopted and used by the City, any formal actions of the City Council, and any and all other applicable laws and regulations.

Section 5. Defense and Insurance Coverage

Consultant shall also 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 work hereunder by the Consultant, his/her agents, representatives, or employees.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- $1,000,000 Automobile Liability per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- $1,000,000 Employer's Liability per accident for bodily injury or disease.
- $1,000,000 Errors & Omissions Liability appropriate to the consultant's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.

If Consultant maintains higher limits than the minimums required above, the entity shall

be entitled to coverage at the higher limits maintained by Consultant.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

Other Insurance Provisions

The general liability policy and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- The entity (City), its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant; and with respect to liability arising out of work or operations performed by or on behalf of the consultant.
- For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 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.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the Consultant, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

Consultant shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the entity before

work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

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

Section 6. Waiver, Hold Harmless and Indemnity

(a) By Consultant and Contractor. Consultant waives all rights to claim, assert or recover from the City, its representatives, agents, officers, employees, and any other individual(s), firm(s), organization(s), or entities associated with the City for any claims, liability, or actions which may result, in whole or in part, from the acts or omissions of the City, its representatives, agents, officers, employees, and/or any other individual(s), firm(s), organization(s), or entities associated with the City, other than for the other Parties' nonperformance pursuant to this Agreement. Further, the consultant and Hall agree to defend, hold harmless and indemnify the City, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death to any person, arising in whole or in part from the gross negligence, fraud or willful misconduct of the Consultant and/or Hall, their agents or representatives, in the execution or performance of this Agreement. This indemnification shall be binding on the Consultant's and Hall's agents, successors, and approved assignees.

(b) By City. To the extent allowed by State law, the City agrees to waive all rights to claim assert or recover from the Consultant and Contractor, its representatives, agents, officers, employees, and any other individual(s), firm(s), organization(s), or entities associated with the Consultant and Contractor for any claims, liability, or actions which may result solely from the gross negligence and/or fraud of the City, its agents, representatives and employees.

Section 7. Fee

In consideration of the services to be rendered by the Consultant, the City shall pay the Consultant a fee, as set forth in this section, to provide Interim Grant Administrator services to the City at all locations and days designated for City business pursuant to Section 2. Consultant fee shall be paid twice monthly (with the Interim Grant Administrator fee and the Travel / Reimbursement Fee to be billed and paid in

approximately two equal installments). Consultant shall submit an invoice twice a month to the Client, including Per Diem & travel / vehicle reimbursement and other related costs incurred, and Consultant will then submit to the City an invoice for payment, twice monthly. Such invoice(s) submitted by the Consultant shall be paid in the normal course of City business (items submitted by Tuesday will be paid Friday of the same week; items submitted after Tuesday will be paid Friday of the following week), unless clarification of any invoiced item is required. If clarification or documentation is required, the City shall notify the Consultant of same within three (3) business days of City's receipt of the invoice. Once clarification has been received, the City shall remit payment in the normal course of City business.

(a) Consultant / Interim Services Fee of $5,500, per month, invoiced and paid twice monthly.

(b) Per Diem / Travel / Vehicle reimbursement is to be invoiced twice monthly. If the City Administrator directs the Consultant to travel outside the normal daily commute and normal daily business within the City (i.e. training, meeting with Legislators, etc.), travel/vehicle mileage reimbursement, will be reimbursed at a rate of 57.5 cents per mile and as calculated by the Rand McNally online mileage calculator.

(c) If the Consultant is required to acquire lodging or meals while away from the City on City business, she shall be reimbursed directly for such reasonable lodging costs, as set forth in the City's Travel and Business Expense Policy.

Section 8. Entire Agreement

The text of this Agreement constitutes the entire agreement between the Parties related to the services of Consultant as the Interim Grant Administrator. Any representations, statements, promises or understandings not contained herein shall be of no continued force, effect of validity.

Section 9. Severability

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

Section 10. Conflict of Interest

The City understands that the Consultant has ongoing commitments, contracts and personal interests outside the terms of this Agreement. Pursuant to California Statute, the Consultant agrees to avoid and/or disclose any potential conflicts which might prohibit the Consultant from performing the duties of Interim Grant Administrator. In the foregoing event, the City may terminate this Agreement as described in Section 3.

Section 11. Interim Status/Independent Contractor

It is expressly agreed and understood by and between the Parties that Consultant is an Independent Contractor and, as such, Consultant is not a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled (other than as set forth in Section 5 above). As an Independent Contractor, Consultant acknowledges they are solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, health insurance, disability insurance, life insurance, workers compensation insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an Independent Contractor, Consultant will not make any claim, demand of application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit (other than as set forth in Section 5 above).

Section 12. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any disputes therein shall be submitted for resolution before the courts in Madera County, California.

APPROVED by the City Council of the City of Madera this 17th day of June, 2015.

ACCEPTED AND AGREED this _____ day of _____, 2015:

By: _____	**By:** _____
David R. Tooley, City Administrator	Sonia Hall, Principal
Representing: City of Madera	**Representing:** Granted Solutions, LLC
Date: _____	**Date:** _____

Exhibit A

CITY OF MADERA

GRANT ADMINISTRATOR

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction, plans, manages, oversees and directs the activities and operations of the Grants Division of the City; coordinates activities with other City officials, departments, outside agencies and organizations; provides responsible and complex staff support to the City Council and City Administrator; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The Grant Administrator is a department head level class responsible for the overall administration and operation of the Grants Division and is responsible for all activities related to identifying, securing, administering and reporting of a variety of Federal, State and local grant and entitlement programs, as well as the City's transit programs and the Madera Downtown Business Association.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the Director of Financial Services. Exercises direct and indirect supervision over professional, technical and support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Grants Division activities and services, including identification of grant possibilities, grant writing and application, administration, accounting, and reporting; City transit programs; and the Madera Downtown Business Association.

Develops, implements and maintains departmental goals, objectives, policies and procedures; works directly with departmental personnel in the development and interpretation of City and department policies; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures that goals are achieved.

Plans, directs and coordinates the Grants Division work plan through department staff; assigns work activities and responsibilities to appropriate personnel; reviews and evaluates organizational effectiveness and productivity; identifies and resolves problems and/or issues.

Oversees the selection and training of grant program personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates discipline procedures as is appropriate; assigns work to staff and personnel; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance to applicable rules, policies and procedures.

Drafts proposed resolutions and ordinances; prepares correspondence, reports and recommendations for the City Administrator.

Prepares, manages and coordinates the development of the Grants Division budget; prepares forecasts of necessary funds for staffing, materials and supplies; presents, justifies and defends programs, operations and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.

Serves as a resource for grants staff, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive, productive and cooperative work environment.

Attends and participates in professional and community meetings; stays current on issues relative to the field of grants and transit; responds to and resolves sensitive and complex community and organizational inquiries, issues and complaints.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Grant Administrator. A typical way of obtaining the required qualifications is to possess the equivalent of three years of directly related experience at a professional level in grant writing and funding activities or municipal finance, and a bachelor's degree in business administration, public administration,

urban planning, or a related field. A masters degree in business administration, urban planning or public administration may be substituted for one year of the required experience.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Principles, problems and methods of grant proposal writing and administration: local, state, federal, corporate and non-profit grant and funding sources; research methods: statistical analysis; public administration policies and procedures; structure and organization of public sector agencies; principles and practices of supervision, training, management consultation and program analysis; principles and practices of budget development and implementation; modern office practices, methods and equipment, including a computer and applicable software. Knowledge of State and Federal grant accounting principles.

Ability to:

Supervise and direct the work of others performing grant writing, administration and reporting: analyze administrative, operational and organizational problems; evaluate alternatives and reach sound conclusions; consult effectively with management and staff; identify private, state and federal funding sources; serve as a liaison between various public agencies and community groups; prepare complete and comprehensive funding applications; make effective presentations to funding providers to explain needs; supervise, train and motivate assigned staff; prepare clear and concise administrative documents and reports; apply applicable laws, codes and regulations; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of spreadsheet and software applications.





INTERIM
GRANT
MANAGER





PROPOSAL

presented to

THE CITY OF MADERA

on

JUNE 8, 2015

by

GRANTED SOLUTIONS

Granted Solutions
BY SONIA HALL

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HISTORY AND PURPOSE

Although ideally positioned to receive considerable external funding, Central Valley communities often lack the support needed to initiate large-scale projects and fund them in a sustainable manner. Granted Solutions answers that growing need by helping counties, cities, school districts, and other public agencies remain effective in tough economic times.

Sonia Hall and John Walkup left their previous employer to form Granted Solutions in December 2012. They immediately began developing grant proposals and managing awarded grants for Central Valley public agencies, including municipal governments and public school districts. Later, Carol Scroggins, Lucille Holt, and David Engstrom joined the team.

Today, we provides an integrated suite of services related to fund-seeking, program evaluation, and project management. Our services promote more effective use of resources, long-term planning, program fidelity and efficiency, and organizational leadership by matching identifiable needs to sustainable solutions.



Our approach considers your current and future needs, goals, and resources to create more long-term sustainability while still retaining your original objectives. In the process, we can help your organization identify specific issues, analyze needs, and leverage available resources to develop effective implementation strategies. These strategies ensure that ongoing successes continue well into the future.

Our staff of highly qualified professionals bring their diverse skill sets and outstanding career experiences to the table, forming collaborative relationships with city government officials, support staff, residents, and other key stakeholders in the community. Our solutions look beyond the immediate needs, considering not only the intended outcomes but also any consequences that might arise.



At Granted Solutions, we pride ourselves on looking out for the best interests of our clients and the communities they serve.

Granted Solutions is a woman-owned business.

Past Clients

While the California-based Granted-Solutions has its headquarters in Fresno, our staff comprises not only Central Valley natives and long-term residents but others from across the country. Such breadth in personnel leads to a unique company perspective that deeply understands the region but also understands the wide variety of practices and approaches used throughout the state as well as the nation.

As a company and through our staff, we have worked with numerous municipal agencies throughout the state, especially public agencies from small, rural communities with large under-served populations.

Examples of past clients serviced by Granted Solutions' team members include:

- County of Fresno
- County of Kern
- County of Merced
- City of Arvin
- City of Avenal
- City of Coalinga
- City of Delano
- City of Fresno
- City of Greenfield
- City of Huron
- City of Kerman
- City of Lemoore
- City of McFarland
- City of Mendota
- City of Orange Cove
- City of Parlier
- City of Reedley
- City of Salinas
- City of Sanger

Current clients of Granted Solutions include:

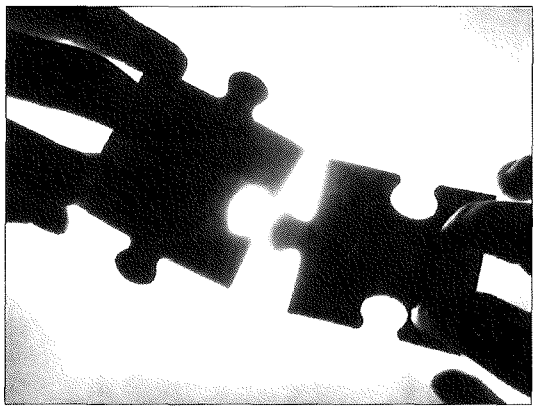
- City of Arvin
- City of Greenfield
- City of Gonzales
- City of Parlier
- City of Soledad
- City of King City
- Corcoran Unified School District
- Malaga County Water District
- Parlier Unified School District



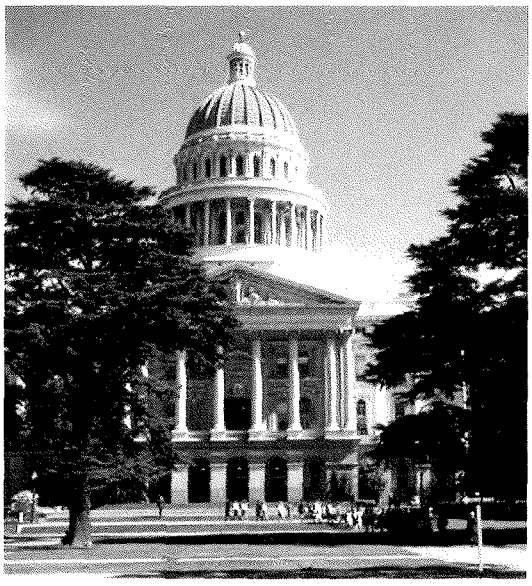
SERVICES AND METHODS

Granted Solutions recognizes that fund-seeking involves a step-wise process:

1. *Needs assessment* — ensuring that your fund-seeking strategies align with the needs of your community is a top priority. Granted Solutions will prepare an issues analysis at the outset of the grant development process by examining the City's past grant history, reviewing official plans, and interviewing City personnel and community stakeholders.



2. *Funding research* — once a need has been identified, finding sources of potential funding can consume considerable staff time. Granted Solutions maintains a large database of potential funders and monitors grant announcements continually.
3. *Project development* — our issues analysis service will uncover problems that need addressing, but projects still need to be developed that solve those problems. Granted Solutions will develop logic models for each identified funding need, detailing the problems, barriers, methods, metrics, and goals needed to provide a comprehensive solution for each identified need.



4. *Community outreach and lobbying* — sometimes a public agency needs help garnering public acceptance of new ideas and initiatives. Sonia Hall is a registered lobbyist with the State of California and will use talents and experience to round up solid commitment from key community stakeholders at the local and state level.
5. *Partnership creation* — Just as multi-partnership programs can formulate strong bonds among public agencies, they can also create "turf disputes" if collaboration is not carefully managed. Granted Solutions helps communities negotiate memoranda of understanding and letters of support for new partners as well help negotiate budget shares in grants with multiple partners and sources.

6. *Grant writing* — our technical writers have written hundreds of winning grant awards by employing a mix of technical writing skills with careful planning to our client's burden when grant-seeking. Once a viable funding source has been identified, Granted Solutions will craft a competitive proposal and submit it on behalf of the City.
7. *Grant administration* — the hardest part of project development begins after a grant is awarded. Our staff specializes in managing large-scale grants, from hosting community meetings to filing progress reports.[1] Granted Solutions will avail this experience to ensure that grant activities adhere faithfully to the funded project design and submit progress reports in a timely fashion.

Granted Solutions' services span a wide range of responsibilites, as illustrated in the following table.

Administration	Delivery	Labor Compliance	Environmental Review
Project and program management	Procurement RFQ	Prevailing wage determination	Initial study
Quarterly reporting	Grant compliance	Employee interviews	Environmental assessment
Cash requests	Program management	Restitution payments	Notice of determination
Program guidelines	Vendor/contractor coordination	Response to document requests	Notice of exemption
ARRA reporting	Marketing and promotional services	Verification of Contractors	8-Step flood impact analysis
Public hearing notices	Technical support for rehab	Pre-construction package review	Cultural resource compliance
Portfolio management	Income eligibility determination	Payroll audit and review	Environmental finding form
Annual audits	Loan documentation and closing documents prep		Form 58.6
Annual statements	Bid preparation		Statutory worksheet
Program income	Rehabilitation write-up		SHPO compliance
Re-use plan	Monitor construction		Rehabilitation environmental review (RER)
Maintaining public information			Request for release of funds certification
Performance reports			

1 Grant project management is paid out of grant awards and, therefore, is not included as part of our monthly retainer fee.

BACKGROUND

The team of Granted Solutions possesses considerable expertise across a wide range of skills.

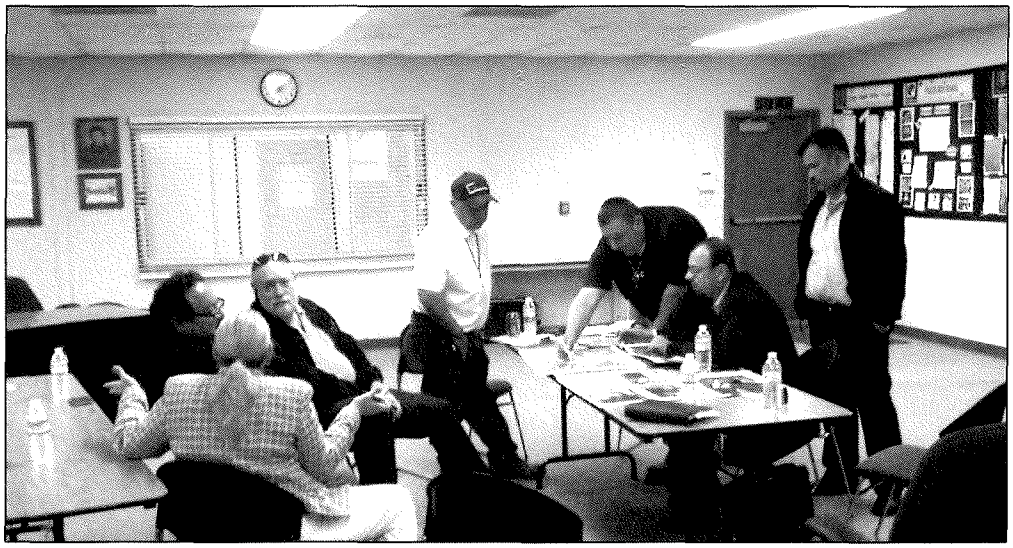
Grant Writing Experience

Our personnel have experience in developing competitive grant proposals across a wide array of public institutions, netting clients over $120 million in awards.

Housing and Construction

The staff of Granted Solutions has considerable experience in preparing and administrating large-scale community development grants. Examples of successfully awarded programs obtained by team members of Granted Solutions related to housing and construction include:

- CDBG
- HOME
- CalHOME
- Emergency Solutions Grants
- Residential Rehabilitation
- Commercial Rehabilitation
- First Time Homebuyer Programs



The versatility of Granted Solutions' staff allows them to provide services to address a wide range of needs. Here, Granted Solutions leads a feasibility study on alternative energy installations for a Central Valley schoool district.

Such grants have helped communities revitalize their infrastructure and enhance the well-being of their residents. Successful projects include:

- Community Centers
- Job Training Services
- Youth and Senior Services
- Environmental Services
- Industrial Parks
- Technology Centers
- Planning and Community Studies
- Traffic Studies
- Charrette Processes
- Sewer and Water Expansion
- Monitoring and Compliance for CDBG./HOME/CalHOME Projects
- First-time Homebuyer and Housing Rehabilitation



Sonia Hall (far right) of Granted Solutions is a talented community organizer. Here, a national trainer of Communities That Care, a national operating system for curbing youth violence, trains community stakeholders from multiple South Fresno County communities. This meeting of 30 participants from Parlier, Del Rey, San Joaquin, Reedley, and Raisin City was planned and coordinated by Granted Solutions.

Economic Development

Granted Solutions has authored numerous successful applications for helping its client improve the economic conditions. In addition, Sonia Hall of Granted Solutions is professionally trained in economic development, having obtained a professional certificate in economic development from California State University, Fresno.

Law Enforcement

The Granted Solutions team possesses considerable experience designing projects, developing competitive grant proposals, and managing programs related to all facets of law enforcement, especially youth crime.

Examples of successfully awarded programs obtained by team members of Granted Solutions related to law enforcement include:

- Community Oriented Policing Services
- CalGRIP
- Office of Juvenile Justice and Delinquency Prevention (OJJDP)
- Alcoholic Beverage Control (ABC)
- Office of Traffic and Safety

Public Works

Public Works funding is responsible for maintaining much of the infrastructure of the City and for designing and constructing new capital projects to address deficiencies and accommodate future growth.



Examples of successfully awarded programs obtained by team members of Granted Solutions related to public works include:

- CDBG - Offsite Infrastructure
- CDBG Water and Sewer Systems
- California State Water Resources Control Board (SWRCB)
- California Department of Water Resources (DWR)

Transit

Transit grant funds are used for public transportation capital improvements, car pool projects, fringe and corridor parking facilities, bicycle/pedestrian facilities, and bus facilities. As funding for planning, these funds are used for surface transportation planning activities, transit research/development, and environmental analysis, to name just a few.

Examples of successfully awarded programs obtained by team members of Granted Solutions related to public works include:

- JARC and New Freedom
- Transportation Investment Generating Economic Recovery (TIGER)
- Congestion Mitigation and Air Quality (CMAQ)
- Highway Safety Improvement Program (HSIP)



Grant Management Experience

Sonia Hall and her Granted Solutions team have developed and managed grants issued by numerous agencies involved in municipality funding, including (but not limited) to the following:

Housing and Construction

- BEGIN
- CalHFA financing
- CalHOME
- U.S. Department of Agriculture 502, 504, 514, 516, and 525 funds
- U.S. Department of Agriculture Housing Preservation Grants
- U.S. Department of Agriculture Rural Development
- Community Development Block Grants
- Low-income Housing Tax Credit Program

Economic Development

Granted Solutions has created and managed many microenterprise/business programs for small enterprises, including:

- Database/data-mining
- Infrastructure/improvement
- Marketing studies

Examples of managed programs include:

- California Community Development
- Economic Development Administration
- Neighborhood Stabilization Program

Law Enforcement

- U.S. Department of Justice
- California Department of Public Health



Public Works

- California Air Resources Board
- CalRecycle
- California Resources Agency
- California State Parks and Recreation
- California State Water Resources Board
- U.S. Environmental Protection Agency
- U.S. Department of Energy
- California Energy Commission
- Federal Emergency Management Agency (FEMA)

Transit

- CalTrans
- California Emergency Management Agency

CERTIFICATIONS

Certifications that Granted Solutions staff hold include:

- CSU Fresno Introduction to Economic Development Certificate Program
- Registered lobbyist with the California Attorney General's Office
- Federal Grants Management
- Economic Development Finance Professional Certification
- Housing Development Finance Professional Candidate
- The Grantsmanship Center Professional Certification
- ARRA Grant Administration Certification
- The Grantsmanship Center Professional Certification



KEY PERSONNEL

The personnel of Granted Solutions possess a broad range of skills in project development, technical writing, professional development, and data-driven program development.

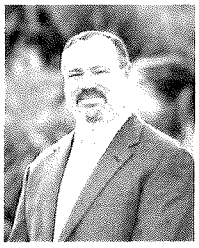
Sonia Hall (President)



One of the most prolific grant managers in the state of California, Sonia Hall has helped numerous Central Valley agencies acquire funding for projects spanning a wide range of issues, including community development, facilities construction, transportation, youth crime, public safety, utilities, parks and recreation, and public school education. Sonia has authored nearly 300 successful grant proposals totaling over $100 million and has managed numerous post-award projects. Sonia is a registered lobbyist with the State of California and leads most of the company's efforts in community outreach. Sonia is also Executive Director of California Communities That Care, a CalGRIP-funded non-profit aimed at reducing gang violence. Sonia will serve as Principal-in-Charge/Project Manager for all services for the City of Madera. *She will be available on-site three days a week to meet the needs of the City of Madera. Living in the area of Madera, she will be able to attend on-site meetings when needed and on a regular basis.*

Supporting Staff

John R. Walkup, PhD



Trained as a professional technical writer, John Walkup has authored a wide range of successful grant proposals, focusing most of his efforts on youth education projects. To date, John has authored nearly 100 grant applications netting his clients over $19 million in awards. A former science educator and researcher, John's expertise spans such topics as STEM learning, ELL, curriculum development, classroom observation, professional development, standards alignment, and curricular rigor. John earned his Doctor of Philosophy studying theoretical physics at the University of Oklahoma. *He will be available full-time to meet the needs of the City of Madera. Living in the area of Madera, he will be able to attend on-site meetings when needed and on a regular basis.*

Lucille Holt



Lucille Holt has 20 years of experience in commercial property management. Lucille started her municipal government career as a city grant administrator in 2006 administering CalHOME, CDBG and HOME First-Time Homebuyer Programs as well as Owner Occupied Rehabilitation/Acquisition programs, CDBG-funded TARP Business Loan programs, Revolving Loan programs (both CDBG and HOME Program Income), and CDBG Façade programs. During her tenure, she wrote and was awarded the Enterprise Zone designation for her city and then assigned the responsibilities for subsequent community and business development activities, marketing and vouchering activities of an Enterprise Zone, and handling of all required documentation for applications. *She will be able to attend on-site meetings on a semi-regular basis.*

Carol Scroggins, EdD



Carol Scroggins has over 25 years of experience in the nonprofit arena. She has worked with a variety of Central Valley community-based organizations as a grants writer, grant administrator, and project evaluator. Currently, she teaches English at West Hills Community College and serves as a consultant for grants with several nonprofits, from arts programs to youth services. Carol specialties include applications that enhance health and human services. Carol earned her Bachelor of Arts in social work and a Master of Arts in counseling at the University of Arkansas. She earned a Doctor of Education at the University of San Francisco. *Living in the area of Madera, she will be able to attend on-site meetings when needed and on a regular basis.*

David Engstrom, JD



The newest addition to the Granted Solutions team, David Engstrom, greatly enhances Granted Solutions' legal expertise. Highly experienced in political arena, David was a political consultant for Tim Thiesen's State Senate Campaign and provided legal assistance to Rule 9 of Spokane, WA. David earned his Juris Doctorate at Gonzaga University School of Law and a Bachelor of Arts degree in political science from Brigham Young University. He is a member of the State Bar of Wisconsin, the J. Rueben Clark Law Society, and the Gonzaga International Law Club.

RESUMES

Sonia Hall

Skills and Experience

- Professional technical writer
- Successful grant project developer and administrator
- Maintains an 85% success rate on competitive grant applications
- Has secured in excess of $95 million since 2004
- Registered Lobbyist through the California Secretary of State

Education

Bachelor of Arts, Political Science, Ashford University

Associate of Arts, Fresno City College

Work Experience

Owner and Manager
Granted Solutions

12/2012 to present

- Founded the company
- Serves as specialist in grant strategies, governmental relations, and Federal/State legislation
- Specializes in funding for facilities construction
- Administrates large-scale grant-funded programs

Executive Director
Central Valley Communities That Care

1/2013 to present

- Manages local implementation of national Communities That Care operating system
- Serves as liaison among key stakeholders in combating youth crime
- Administrates implementation of anti-gang initiatives in multiple Fresno County communities

Partner/Director of Grant Strategies
Acquisition Partners of America, LLC

3/2011 to 11/2012

- Serves as specialist in grant strategies, governmental relations, and Federal/State legislation
- Identified and authored competitive grant proposals
- Administrated large-scale grant-funded programs

Vice President of Grant Strategies
Passantino Andersen Communications

6/2010 to 3/2011

- Successfully established new funding division within the company
- Performed wide range of grant-related services

Governmental Affairs Lobbyist/Grant Director
California Consulting, LLC

12/2004 to 6/2010

- Identified and authored competitive grant proposals
- Managed a crew of 12 grant writers
- Managed multiple clients and grant projects

District Director
Office of Assemblyman Steve Samuelian

12/2002 to 12/2004

- Specialized in working closely with local government, state legislation, and identifying funding sources
- Legislative Analyst and support staff in authoring legislation

Local Government Representative
Office of Assemblyman Mike Briggs

12/2000 to 12/2002

- Served as Liaison for Cities in communication with State government
- Identified funding assistance for municipalities

Experience

Past representation of public agencies since 2004:

School Districts

- Laton Unified School District
- Corcoran Unified School District
- Parlier Unified School District
- Gonzales Unified School District
- Caruthers Unified School District
- Kings Canyon Unified School District
- Farmersville Unified School District
- Lemoore Union High School District
- McFarland Unified School District
- Victor Valley Union High School District

Counties and Cities

- County of Fresno
- County of Kern
- County of Merced
- City of Arvin
- City of Avenal
- City of Coalinga
- City of Delano
- City of Fresno
- City of Greenfield

- City of Huron
- City of Kerman
- City of Lemoore
- City of McFarland
- City of Mendota
- City of Orange Cove
- City of Parlier
- City of Reedley
- City of Salinas
- City of Sanger

Other Public Agencies

- Fresno Economic Opportunities Commission
- Madera Irrigation District
- Malaga County Water District McFarland Recreation & Park District
- Helendale Community Services District

Presentations

- "How to Write a Grant," San Bernardino County Agencies, 2010
- "School District Funding – Opportunities for Teachers," Gonzales Unified School District, Fall Teacher In-service, 2010
- "Grants 101," Board Member Training, Helendale CSD, 2010

Special Projects

- Corcoran Technology Center (2008), grant writing and lobbying, $6 million in grants
- Kings Canyon Unified School District, modernizations and new school (2008), $15 million in grants
- South Monterey County, 4C4P anti-gang model (2011), recognized by California State Governor as a Promising Strategy

CAROL SCROGGINS

Skills and Experience

- Assisted local nonprofits to acquire over $30 million in public and private grant funds and donations for local nonprofit organizations in a diversity of community programs
- Authored articles, media pieces, reports, grant requests and creative pieces for arts, education, ethnic dance, festivals, and health programs
- Recruited, trained, mentored, and guided over 200 paraprofessional grant writers in the processes, procedures and research to aid youth programs, food drives, book donations, theater programs, civic projects, and anti-smoking campaigns
- Planned and executed outreach and public relations/media campaigns for local programs including arts, home-based businesses, youth athletics, and health issues

Education

Doctor of Education, multicultural education, University of San Francisco

Master of Arts, counseling, University of Arkansas – Fayetteville

Bachelor of Arts, social work, University of Arkansas – Fayetteville

Work Experience

SOCIAL SERVICES SPECIALIST
GRANTED SOLUTIONS

4/2013 to present

- Develop social service project plans
- Author grant proposals
- Evaluate project success

GRANT DEVELOPER AND ADMINISTRATOR
PROMESA BEHAVIORAL HEALTH, INC.

1/2011 to present

- Develop social service project plans
- Author grant proposals
- Evaluate project success

VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS/GRANTS OFFICER
AGENCY FOR NONPROFIT DEVELOPMENT

1/1994 to 1/2010

- Develop economic and employment projects and plans
- Author grant proposals
- Evaluate project successes

Resource Development Specialist/Grant Writer
Economic Development Corporation

12/2004 to 6/2010

- Develop grantwriting clinics and workshops
- Guide participants grant projects to funding
- Provide reports on progress to funder

Nonprofit Resource Development Specialist
United Way of Fresno County

12/2002 to 7/2006

- Develop grantwriting processes and resources
- Assist nonprofit community in expanding grant capabilities

Publications

- Scholarly proceedings
- Newspapers
- Newsletters
- Anthologies
- Dissertation nominated for Dissertation of the Year

Community Service

- Served on numerous boards, commissions, and grant review panels

John R. Walkup

Skills and Experience

- Professionally trained technical writer
- Education project developer
- K-12 professional developer and researcher

Education

Doctor of Philosophy, physics, University of Oklahoma

Bachelor of Science, physics, California State University, Fresno

Work Experience

President, The Standards Company LLC

6/2007 to present

- Founder of company
- Led efforts to investigate student achievement outcomes related to K-12 standards-based alignment and cognitive rigor
- Presenter and professional expert in standards-based learning and cognitive rigor
- Perform numerous curriculum, instruction, and professional development services
- Prepare grant applications related to K-12 education, youth services, and anti-gang initiatives

Director of School Services, Acquisition Partners of America, LLC

4/2011 to 11/2012

- Author grant proposals and STEM projects for K-12 school districts
- Analyze education data (e.g., STAR, CELDT, CHKS, AMAO)
- Develop education needs assessments for K-12 school districts

Director of Research/Consultant Manager, DataWORKS Educational Research

10/2004 to 6/2007

- Managed large-scale curriculum research projects
- Trained 12 education consultants in professional development
- Performed professional development workshops
- Observed classrooms and reported results to faculty and administrators

Associate Faculty, National University

6/2003 to 6/2004

- Taught courses in multimedia arts, English, and mathematics
- Hired faculty and developed regional multimedia arts program
- Instituted university-wide CIW certification program

Lecturer, Cal Poly, San Luis Obispo

9/2001 to 6/2003

- Taught introductory physics courses and led senior projects
- Co-facilitated campus "Writing Across the Curriculum" workshops

Professor of Physics, Oklahoma School of Science and Mathematics

8/2000 to 5/2001

- Taught physics full-time at one of the premier public high schools in the country

Sample Publications

- Cognitive Rigor: Blending the Strengths of Bloom's Taxonomy and Webb's Depth of Knowledge to Enhance Classroom-level Processes (2009)
- Modeling Achievement by Measuring the Enacted Instruction (2008)
- Energy calculations of low-|m| diamagnetic hydrogen states with dimensional perturbation theory, Physical Review A, (2001)
- Local optimization of the summation of divergent power series, Journal of Mathematical Physics, (2000)

Sample Successful Grant Awards

- California Math Science Partnership Grant, Azusa Unified School District, $1.8 million (2015).
- Specialized Secondary Programs grant, San Bernardino City Unified School District, $100,000 (2014).
- Positive School Discipline Grant, Tulare JUHSD, $135,000, (2013).
- Monsanto Fund STEM Grant (State), Farmersville USD. $25,000, (2012). Note: Only winner chosen from each state.
- Proposition 84 Parks & Recreation Grant, City of Fresno, $2,641,564, (2011).
- Proposition 84 Parks & Recreation Grant, City of Parlier, $3,165,365, (2011).
- California GearUp, Raisin City ESD, Caruthers USD, Parlier USD, and West Park ESD, $1.26 million, (2011).
- School Improvement Grant, Parlier USD, $8.8 million, (2011).

DAVID ENGSTROM

Work Experience

HIRE COUNSEL | COLUMBIA, SC
CONTRACT ATTORNEY

March 2012-Present

- Reviewed documents for relevance and privilege determinations in antitrust, bankruptcy, patent disputes, and products liability litigation.
- Experienced using Relativity and Clarvergence
- Worked on the quality control team reviewing work completed by other attorneys for accuracy
- Worked on the clean up team responsible for the final review of documents prior to production

TIM THIESEN STATE SENATE CAMPAIGN / FRESNO COUNTY REPUBLICAN PHONE BANK | FRESNO COUNTY, CA
POLITICAL CONSULTANT SEPTEMBER

2010-April 2011

- Attended campaign events on behalf of Tim Thiesen
- Campaigned door to door on behalf of Tim Thiesen
- Managed the Fresno County Republican Party phone bank
- Trained and supervised volunteers at the phone bank
- Helped plan and oversee the Fresno County Republican Party get out the vote program
- Organized and chartered the Fresno County Chapter of the California Republican Assembly

UNITED STATES CENSUS BUREAU| SPOKANE, WA
ENUMERATOR

April 2010-July 2010

- Visited assigned locations and conducted door to door census interviews
- RULE 9 LEGAL INTERN May 2009–December 2009
- UNIVERSITY LEGAL ASSISTANCE | Spokane, WA
- Responsible for drafting interrogatories, memorandum, and correspondence relating to fair debt collection practices act class action lawsuit
- Located and conducted interviews with potential candidates in the FDCPA class action lawsuit
- Drafted proposed legislation for the City of Spokane regarding the noise ordinances
- Completed litigation support tasks for various consumer protection cases

EVERLIGHT | Orem, UT
Installation Manager

October 2006–April 2007

- Trained and supervised new employees
- Responsible for completion of daily lighting installation projects

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
Missionary, Southern Russia

- Led daily religious discussions
- Organized, and taught biweekly English club lessons
- Planned, participated in, and completed service project in several communities
- Served one year as a district leader supervising the activities of four to ten missionaries
- Planned and conducted weekly correlation and district meetings
- Managed a monthly budget for organizational expenses for the Taganrog region for 9 months

Education

- Juris Doctorate, Gonzaga University School of Law, Spokane, WA, 2009
- Bachelor of Arts in Political Science, Brigham Young University, Provo, UT, 2005

Awards

- Eagle Scout Award

Professional Affiliations

- Member of the State Bar of Wisconsin, Member No. 1089719
- Member of the Board of Directors, Fresno County Chapters of the California Republic Assembly
- Delegate, California Republican Party
- Alternate, Fresno County Republican Party
- Member, J. Rueben Clark Law Society
- Member, Gonzaga International Law Club

Languages

- Russian

SUCCESSFUL PROJECTS

List of Recent Grants

The team members of Granted Solutions have been busy. Through concerted effort, they have submitted numerous successful grant applications. A small sample of grants awarded since 2011 include the following:

- City of Fresno, Prop 84 Parks, California Parks & Recreation, Sep 2011, new public park, $3,165,365.
- City of Greenfield, CDBG, HUD, Aug 2014, rehabilitation of sewer lines, housing rehabilitation, planning and technical assistance, $2,000,000.
- City of Parlier, Prop 84 Parks, California Parks & Recreation, Sep 2011, new public park, $2,641,564.
- City of Parlier, CalGRIP 7, California Governor's Office, Nov 2013, anti-gang initiatives, $500,000.
- City of Parlier, CalGRIP 6, California Governor's Office, Nov 2011, anti-gang initiatives, $398,380.
- City of Parlier, CalHOME, HUD, Aug 2012, home purchasing assistance, $10,000,000.
- City of Sanger, CalHOME, HUD, Aug 2011, housing construction, $692,000.
- City of Soledad, CalGRIP 6, California Governor's Office, Nov 2011, anti-gang initiatives, $500,000.
- City of Parlier, CalHOME, HUD, Jun 2014, build new low-cost housing, $9,000,000.
- Fresno County school districts, GearUP, California Gear Up, Dec 2011, college preparedness, $1,240,000 (combined).
- Parlier USD,CMAQ, Fresno Council of Governors, Dec 2013, clean-air vehicle purchase, $327,297.
- Parlier USD, School Improvement Grant, California Department of Education, Nov 2011, school improvement reform, $8,490,234
- Youth Centers of America, Metro Neighborhood College, DOJ, Jun 2014, $300,000.

Sample Projects

Parlier Youth Center

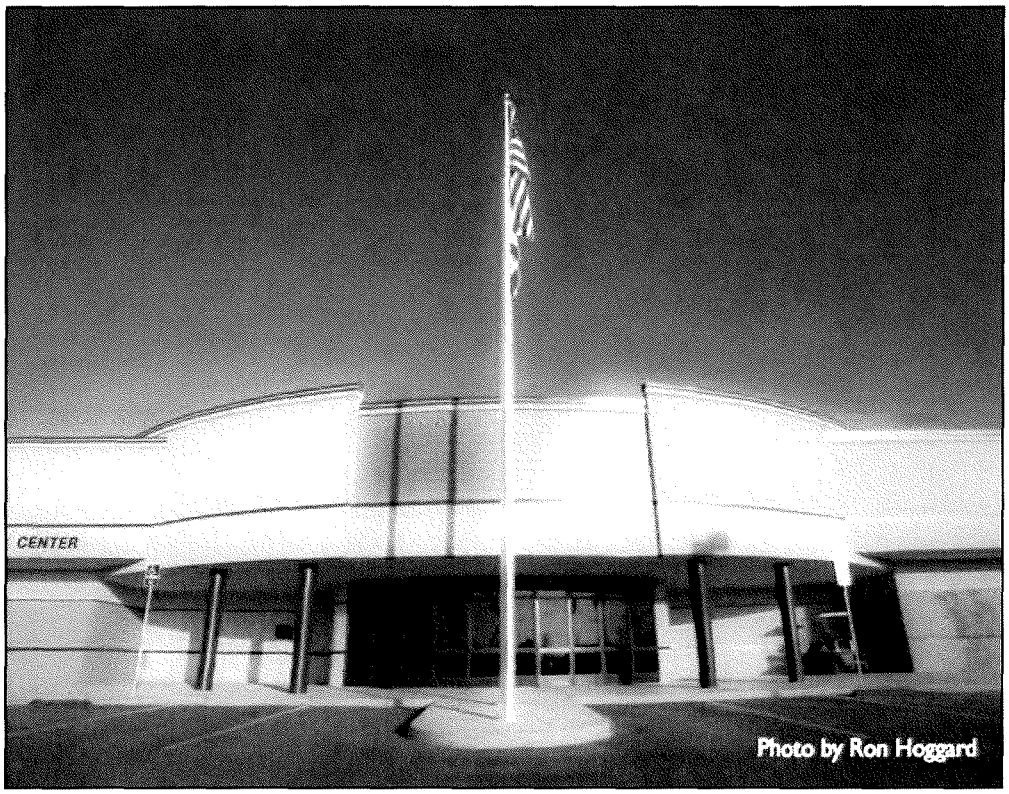
Thanks to the efforts of Sonia Hall, the City of Parlier was able to build a 10,000 square-foot youth center to give area youth a place to spend time after school. Opened in September of 2012, the Parlier Youth Center was funded through a highly-competitive CDBG grant written by Ms. Hall. Today, the Youth Center hosts a variety of activities for Parlier residents and the City of Parlier has extended its benefits to encompass all ages, including serving as a cooling center during heat waves.



The Parlier Youth Center in Parlier, CA is one of Sonia Hall's proudest grant-funded achievements. The City of Parlier has put the Center to good use, featuring myriad youth-oriented activities, such as the Zumba classes shown in the bottom right.

Corcoran Technology Center

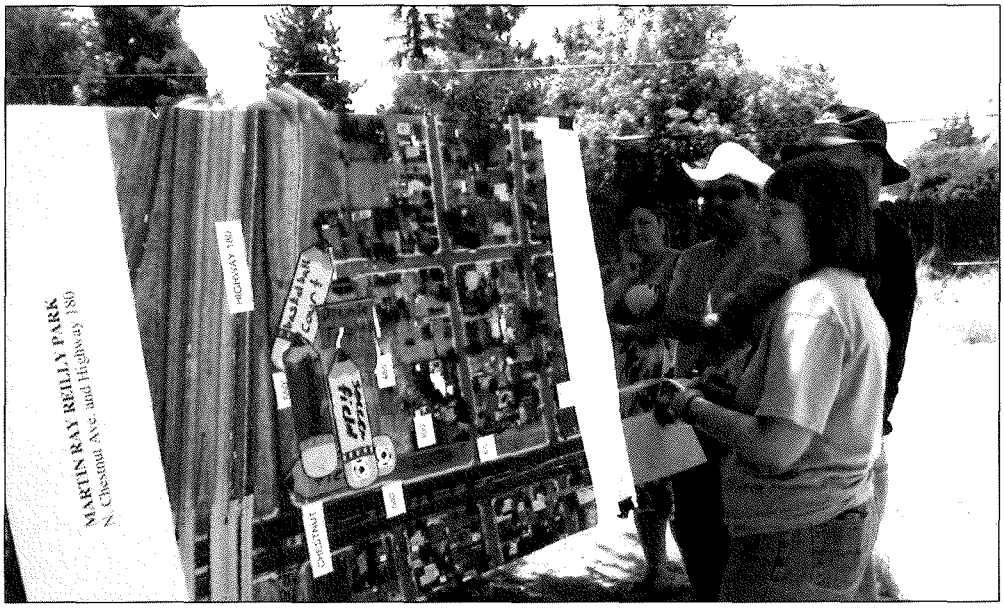
This state-of-the-art 23,000 square-foot facility is jointly owned by the City of Corcoran and Corcoran Unified School District. The facility was almost entirely funded by grants prepared by Sonia Hall. A federal Economic Development Administration Planning Grant was funded for $200,000 covering the cost of the engineering and architectural planning of the facility. Additionally, Sonia wrote an Office of Public School Construction/Joint-Use grant that was funded for $2 million for the construction of the facility. Lastly, Sonia wrote a $3.2 million federal Economic Development Administration application for construction. The total of federal and state grants obtained by Sonia for the Corcoran Technology Learning Center equated to $5.4 million.



The Corcoran Technology Center in Corcoran, CA was developed with grant funds secured by Sonia Hall. Today, this center is one of the top K-12 educational facilities in California and is featured on Apple Computer's product tours, drawing national and international visitors year-round.

Martin Ray Reilly Park

In 2011, the City of Fresno sought to revitalize an impoverished neighborhood near Highway 180 and Chestnut Avenue by converting a vacant lot into a recreational park. Sonia Hall and John Walkup, now members of Granted Solutions, teamed their efforts to prepare a competitive application to the state Prop 84 grant competition. This $3.16 million grant was successfully award in 2012 and the park was built the following year.



The combined efforts of Sonia Hall and John Walkup garnered a new park (the Martin Ray Reilly Park) for the City of Fresno through a successful Prop 84 grant. Here, community residents plan its features and amenities during a planning meeting.



The park opened in 2013. Today, it is visited by hundreds of families each day and provides recreation for youth of all ages.

Parlier Industrial Park

The City of Parlier features a 297-acre site for development of its business/industrial park. The first phase of this newly annexed park is currently being developed with an infrastructure, land use, and street alignment plan being completed. The cost of the infrastructure improvements was funded through grants.

Sonia Hall wrote a federal Economic Development Administration application and was awarded $2.8 million for the infrastructure for the industrial park. Sonia also wrote a CDBG Enterprise Fund application resulting in a $500,000 award for the City. The total of federal and state grants obtained by Sonia for this industrial park equated to $3.3 million.

Heritage Park

Like many rural towns, Parlier, CA has worked hard to provide recreational facilities for its youth. In 2011, Sonia Hall and John Walkup teamed together to secure funding for a new recreational park alongside Parlier Avenue. Awarded in 2011 at $2.64 million, Heritage Park is currently under construction. Once finished, Parlier, CA will have a state-of-the-art public park that will serve as a source of pride for its residents.

Other Projects

Team members of Granted Solutions have completed large-scale grant-related programs for other small, rural communities:

- South Monterey County cities of Gilroy, Gonzales, King City, and Soledad — Sonia Hall not only developed a model anti-gang program, she developed successful applications for the Four Communities for Peace (4C4P) organization to fund the program through the State's CalGRIP grant program.
- CalGRIP—a five-community anti-gang grant has provided services designed to curb youth violence in South Fresno County, including its new Robotics Program for the Youth.
- Communities that Care – Granted Solutions wrote a grant that funded California Communities that Care, a local implementation of the Communities that Care operating system. This federally-recognized model for project management has great potential to help Fresno County communities address some of their systemic youth-related issues.

CLIENT REFERENCES

The following clients have availed the services of Granted Solutions.

- City of Parlier
  Contact: Alma Beltran, Mayor, 1100 E. Parlier Ave., Parlier, CA, (559) (559) 426-0417.
  Services: Grant writing, grant administration, housing implementation services including multi-million dollar CalHOME, HOME, CDBG projects
  Dates: 8/2010 to present

- Parlier Unified School District
  Contact: Enrique Maldonado, Board President,1100 E. Parlier Ave., Parlier, CA, (559) 847-7023.
  Services: Grant writing, education project development
  Dates: 6/2010 to present

- City of Soledad
  Contact: Mark Hartunian, Economic Development Housing Program, 248 Main St., Soledad, CA, (831) 223-5165.
  Services: $1 million grant project focused on juvenile justice, youth development
  Dates: 6/2008 to present

TERMS AND FEES

The Interim Grant Administrator shall be present during regular work hours, from 8:00 am to 5:00 pm a minimum of two (2) days per week and a maximum of three (3) days per week, Monday through Thursday, at the City Hall or other location approved by the City Administrator on those days on City business, and shall be present after hours to attend Council Meetings on the 1st and 3rd Wednesday of each month and other meetings of the City's Boards and Commissions that are held outside of the regular work hours, noted herein.

If the Finance Director determines that the Interim Grant Administrator's presence is required for additional hours, and the Interim Grant Administrator determines she is reasonably available to be present pursuant to that request, then the Interim Grant Administrator shall increase the time he is present and available accordingly.

The Finance Director and Interim Grant Administrator may mutually agree to some flexibility in this schedule to accommodate the needs of both the Interim Grant Administrator and the City.

The Interim Grant Administrator will be available during normal City business hours via mobile phone during the term of this assignment.

Granted Solutions will be paid twice monthly (with the Interim Grant Administrator fee and the Travel/Reimbursement fee to be billed and paid in approximately two equal installments).

- Consultant/Interim Services Fee of $5,500 per month, invoiced and paid twice monthly.
- Per Diem/Travel/Vehicle reimbursement is to be invoiced twice monthly.
- If the City Administrator directs the Interim Grant Administrator to travel outside the normal daily commute and normal daily business within the City (i.e. training, meeting with Legislators, etc.), travel/vehicle mileage reimbursement, will be reimbursed at a rate of $0.55 per mile.
- If the Interim Grant Administrator is required to acquire lodging or meals while away from the City on City business, she will be reimbursed directly for such reasonable lodging costs, as set forth in the City's Travel and Business Expense Policy.
- Other minor related expenses shall also be reimbursed, provided however that approval of the Finance Director shall be obtained for such expenses.

Granted Solutions' services shall include all corporate resources and knowledge-base at Granted Solution's disposal. If additional work is needed by the City outside the scope of this agreement, that is, other than providing

support to the Interim Grant Administrator in the performance of his duties, such additional work will be discussed and, if necessary, agreed to in writing by both parties.

In the event that the Interim Grant Administrator is unable to fulfill the terms of this Agreement, Granted Solutions will provide, at no additional cost, a replacement under the same terms continuing the existing contract, with such replacement to be in place and serving the City within ten (10) business days of the Interim Grant Administrator's departure.

LICENSING & INSURANCE

Granted Solutions will 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 work hereunder by Granted Solutions, her agents, representatives, or employees.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- $1,000,000 Automobile Liability per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- $1,000,000 Employer's Liability per accident for bodily injury or disease.
- $1,000,000 Errors & Omissions Liability appropriate to the consultant's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.

Subcontractors

Granted Solutions will 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.

AFFIRMATIVE ACTION POLICY

This is to affirm Granted Solutions has a policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity Affirmative Action laws, directives and regulations of federal, state and local governing bodies or agencies thereof, in compliance with Executive Order 11246.

Granted Solutions will not discriminate against or harass any employee or applicant for employment because of race, color, sex, religion, national origin, age, marital status, political belief or disability so long as it does not prohibit performance of essential job functions.

Granted Solutions will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including Granted Solutions will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action. Granted Solutions fully supports incorporation of non-discrimination and Affirmative Action rules and regulations into contracts.



Granted Solutions will use its best efforts to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of subcontracts for construction projects that this Company engages in.

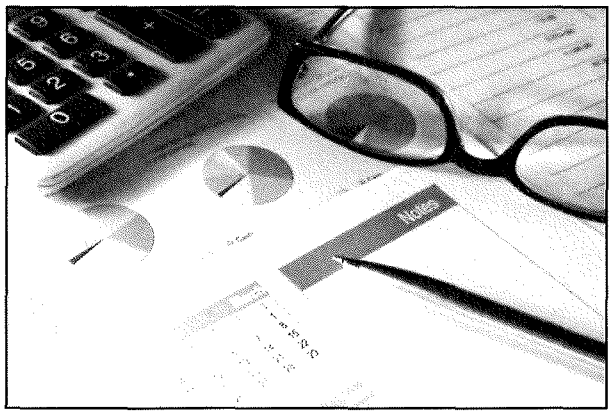
Granted Solutions will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this Company, or subcontractor to this Company, who does not comply with the Equal Employment Opportunity Policies and Procedures as set forth in this statement and plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/ Affirmative Action laws, directives and regulations of the federal, state and local governing bodies or agencies thereof will be subject to appropriate legal sanctions.

If any employee or applicant for employment believes he/she has been discriminated against, please contact Granted Solutions at (559) 903-3236.

Thank you for providing us this opportunity to offer our services to the City of Madera!

For sales inquiries:
SONIA HALL
(559) 903-3236 (c)
(559) 324-8162 (f)
sonia.hall@granted-solutions.com

Granted Solutions
BY SONIA HALL



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REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 17, 2015
Agenda Item Number B- 22

SUBJECT: Consideration of a Resolution Approving an Administrative Policy Regarding Compliance with Continuing Disclosure Requirements

RECOMMENDATION: That Council approve a resolution approving an administrative policy regarding compliance with continuing disclosure requirements.

DISCUSSION: The City of Madera recently retained the services of Underwriters, Financial Advisors and Legal Counsel related to the potential refinancing of approximately $30 million of Water and Wastewater Bonds that were issued in 2010. While researching the City's compliance with continuing bond disclosure requirements, it was determined that certain reporting requirements had not been fully met over the past five years. These reporting requirements were apparently not recognized by the Finance Directors and Interim Finance Directors that served the City during that timeframe. Failure to fully comply with these continuing disclosure requirements can potentially warrant an investigation or action by the Securities Exchange Commission (SEC). To clear up the past reporting requirements that were missed over the last five years, and to help put in place services, policies and procedures that will ensure that the City meets its bond-reporting requirements in the future.

Staff is recommending that the Council adopt the attached administrative policy regarding compliance with continuing disclosure requirements to help ensure complete compliance with SEC regulations and with the terms of the continuing disclosure agreements associated with the various debt issues of the City.

FISCAL IMPACT: There is no direct fiscal impact associated with the contemplated policy adoption.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The activity described in this report is not specifically incorporated in the strategies contained in the action plans of the Vision Madera 2025 and is not in conflict with any of the action or goals contained in the plan.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN ADMINISTRATIVE POLICY REGARDING COMPLIANCE WITH CONTINUING DISCLOSURE REQUIREMENTS

WHEREAS, the City of Madera (the "City") desires to comply with all Securities Exchange Commission regulations pertaining to continuing disclosure on bond issues as well as the requirements set forth in continuing disclosure agreements associated with the bond issues; and

WHEREAS, the City has drafted and desires to adopt a policy setting forth guidelines for compliance with such disclosure requirements.

Now, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The Administrative Policy on Compliance with Continuing Disclosure Requirements, a copy of which is on file with the Office of the City Clerk and referred to for more particulars, is hereby approved.

3. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * * *

CITY OF MADERA Administrative Policy	Policy No. Date Adopted: Date(s) Revised:

Subject: COMPLIANCE WITH CONTINUING DISCLOSURE OBLIGATIONS UNDER SEC RULE 15C2-12

Background and Purpose

The City of Madera (the "City"), the Madera Public Financing Authority (the "Authority") and the Successor Agency to the Madera Redevelopment Agency (the "Agency," and collectively with the City and the Authority, the "Obligors") are issuers in the public debt markets, and have undertaken and will undertake in the future to enter into agreements to provide annual reports and certain material event notices pursuant to continuing disclosure agreements and/or certificates executed at the time of each issuance of securities (each, a "CDA") pursuant to Securities Exchange Commission Rule 15c2-12 (the "Rule"). These Policies and Procedures are intended to provide a framework for consistent and accurate compliance by the Obligors with the CDAs.

Compliance Officer

The Obligors hereby designate the Finance Director of the City (the "Finance Director") as the officer responsible for compliance with continuing disclosure obligations under the CDAs.

The Finance Director may from time to time delegate tasks and specific responsibilities under these Policies and Procedures to other staff members; however, the Finance Director shall remain responsible to ensure that all such delegated tasks and responsibilities are completed and fulfilled and the Finance Director shall monitor compliance by any such delegates.

The Finance Director may convene a group of appropriate officials within the City, which may include the City Manager, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency, Director of Public Works, or Risk Manager (currently the Director of Human Resources) to form an *ad hoc* disclosure compliance group to the extent that the Finance Director determines that input is needed from such officials to complete required disclosures under the CDAs. The Finance Director shall maintain minutes of any such meetings and be responsible to confirm that group decisions and follow up tasks are implemented.

The Finance Director may seek advice from legal counsel regarding issues that may arise in compliance with the requirements of a CDA, and shall consult with the City Attorney concerning retention of such counsel as needed.

CDAs

The Finance Director shall maintain a file containing all CDAs entered into by each Obligor and including copies of all Annual Reports, Material Event Notices and Voluntary Disclosure filings, if any. The Finance Director shall be responsible for understanding the requirements of each CDA and for reviewing any new CDA proposed to be entered into by any Obligor for appropriateness and consistency with prior CDAs

Third Party Provider(s)

The Obligors shall retain the services of one or more third party providers to assist in the preparation and timely filing of annual reports and required notices under the CDAs. Currently, Urban Futures, Inc. Analytics and Compliance Solutions has been retained for such purpose. The Finance Director shall from time to time review the services of any third party provider and may determine to change firms and/or add a firm to provide such services.

The third party provider(s) shall provide at least the following services:

- Maintain a tickler system to provide advance notice to the Finance Director of upcoming filing requirements.

- Monitor Bloomberg or a similar service for any rating changes or other events which may trigger the requirement for filing a material event notice, and inform the Finance Director of any such rating changes or events.

- Provide drafts of annual reports for review to the Finance Director no later than thirty days prior to the due date for filing and of any Material Event Notices no later than five days prior to the due date for filing.

- Upon review and approval by the Finance Director, complete the filing of such reports and notices on EMMA or any other required filing platform in compliance with the requirements of the Rule.

- In the event a required filing is late or otherwise not filed, file an appropriate Notice of Failure to File as required by the Rule.

- Provide an annual compliance report to the Finance Director showing all filings made for each fiscal year, no later than 300 days after the close of each fiscal year.

- Assist in setting up "tickler" systems with each trustee for the Obligors and with the EMMA system to notify the Finance Director of filing requirements

Calendar and Compliance Checks

The Finance Director shall ensure that each continuing disclosure filing deadline is appropriately calendared in the City's common calendaring system (currently, Outlook) and shall coordinate with the trustees' and the third party provider(s)' tickler systems so that there are checks and balances to ensure filings are not missed or late. The Finance Director shall independently check (by logging on to EMMA or other compliance platform, as appropriate) to ensure that required filings were actually made.

Training

The Finance Director shall work with legal counsel and the third party provider(s) to obtain appropriate training as necessary to keep up to date on continuing disclosure compliance requirements and practices. The Finance Director shall seek opportunities to participate in outside training sessions, webinars or other continuing education opportunities for such purpose, consistent with the City's budgetary constraints.

Interpretation

These Policies and Procedures are meant to provide guidance to the Finance Director in assuring compliance with the CDAs and the Rule. The Finance Director shall interpret these Policies and Procedures from time to time as required to achieve such compliance. These Policies and Procedures may be amended or supplemented from time to time as required to comply with changes in law or best practices for continuing disclosure compliance. The Finance Director may consult with the City Attorney, outside legal counsel, underwriters, financial advisors, third party providers and others concerning any such modifications and any such modifications shall be submitted to the governing boards of the Obligors for approval.

These Policies and Procedures shall be reviewed periodically (not less than once every 5 years) and updated as necessary or appropriate.

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REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: June 17, 2015

Agenda Number: B-23

SUBJECT: Consideration of a Resolution Approving a Special Services Agreement with Urban Futures, Inc. for Continuing Disclosure Services Related to City of Madera Bonds

RECOMMENDATION: Staff recommends the Council approve the attached resolution, authorizing the Mayor to sign a special services agreement with Urban Futures, Inc. for continuing disclosure consulting services.

DISCUSSION: The City of Madera recently retained the services of Underwriters, Financial Advisors and Legal Counsel related to the potential refinancing of approximately $30 million of Water and Wastewater Bonds that were issued in 2010. While researching the City's compliance with continuing bond disclosure requirements, it was determined that certain reporting requirements had not been fully met over the past five years. These reporting requirements were apparently not recognized by the Finance Directors and Interim Finance Directors that served the City during that timeframe. Failure to fully comply with these continuing disclosure requirements can potentially warrant an investigation or action by the Securities Exchange Commission (SEC). To clear up the past reporting requirements that were missed over the last five years, and to help put in place services, policies and procedures that will ensure that the City meets its bond-reporting requirements in the future, staff is requesting authorization from Council to retain the continuing bond disclosure services of Urban Futures, Inc.

The City Council recently approved a contract with Urban Futures, Inc. for Financial Advisor services. However, the auditing, monitoring and reporting services that are included in the contract being presented for Council's consideration at this time are beyond the scope of the Financial Advisor services contract. The proposed contract includes costs of $4,650 for one-time fees related to the auditing and clean-up of past reporting requirements plus annual fees of $7,350 for on-going monitoring, reporting and dissemination services related to all of the City's existing bonds.

FINANCIAL IMPACT: The fiscal impact of $12,000 related to this agreement will split up among Fiscal Years 2014/2015 and 2015/2016, depending on when the services are provided. Funding is available within the current budget and proposed budget. Staff believes that we can finish out the two years within budget for the budget line item related to this unanticipated

expense. However, if a budget amendment becomes necessary in Fiscal Year 2015/2016, staff will bring a request for such an amendment before Council for consideration.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH URBAN FUTURES, INC. FOR CONTINUING DISCLOSURE SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Madera has determined it will need the continuing disclosure related services to ensure compliance with the continuing disclosure agreement requirements connected with various City debt issuances; and

WHEREAS, Urban Futures, Inc. is a financial advisor with the necessary skill and experience to provide such continuing disclosure services to the City; and

WHEREAS, the City has prepared an agreement for the provision of said continuing disclosure services.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The Agreement with Urban Futures, Inc. to provide continuing disclosure services, a copy which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.

3. The Mayor is authorized to execute the Agreement.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * * * * * * * *

AGREEMENT FOR CONTINUING DISCLOSURE CONSULTING SERVICES

This Agreement is made and entered into this 17th day of June 2015, by and between the City of Madera, hereinafter referred to as **"CITY"**, and Urban Futures, Inc. Analytics & Compliance Solutions, an independent contractor, hereinafter referred to as **"CONSULTANT".**

RECITALS

WHEREAS, **CITY** requires on-going Continuing Disclosure Services (hereinafter referred to as **"Services"**); and,

WHEREAS, **CONSULTANT** represents that it has the qualifications and experience provide such Services; and,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

ARTICLE I
SCOPE OF SERVICES; TERM

1.1 General Scope of Services.

CONSULTANT shall provide Services related to **CITY**. Services shall be completed in accordance with the annual reporting requirements as outlined in the Official Statements of the respective bond issues and will include, but not be limited to, all other duties and responsibilities as set forth in the Scope of Work attached hereto as Exhibit "A", and incorporated herein by this reference.

1.2 Non-Exclusive Agreement.

CONSULTANT acknowledges that **CITY** may enter into agreements similar to this Agreement with other consultants.

1.3 Term.

The term of this Agreement shall begin on June 17, 2015, and continue until terminated by **CITY** or **CONSULTANT** pursuant to the provisions of this Agreement, for the duration of the bonds, defined to include refundings of the existing bonds. The terms of this agreement may also be applied to the **CITY'S** future bond issuances.

ARTICLE II
RESPONSIBILITIES OF CONSULTANT

2.1 Control and Payment of Subordinates.

CITY retains **CONSULTANT** to provide Services. Any staff provided by **CONSULTANT** will not be considered employees of **CITY**. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All Services or work product provided by **CONSULTANT** shall be subject to the approval of **CITY**.

2.3 Standard of Care; Licenses.

All Services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the Services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The **CITY** or its designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. The engagement partner assigned by **CONSULTANT** shall act as Project Representative for **CONSULTANT** and shall provide management oversight of **CONSULTANT** employees at all times. **CONSULTANT** shall make best efforts to provide continuity of staff to **CITY** each year which this agreement is in effect. **CITY** retains the right to interview and approve **CONSULTANT** staff assigned to **CITY** prior to the start of work.

2.5 Accounting Records.

CONSULTANT shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY,** during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III
COMPENSATION

3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the schedule of Compensation Rates and Charges attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed the amounts specified in Exhibit "B" without written approval of **CITY'S** Project Representative. Assigned **CONSULTANT** staff shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Additional Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT'S** staff performing the Additional Work.

3.2 Payment of Compensation.

CONSULTANT shall provide **CITY** an annual invoice that indicates the annual reports completed by bond issue by **CONSULTANT,** from the start of each billing period, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

3.3 Additional Work.

At any time during the term of this Agreement, **CITY** may request the **CONSULTANT** perform Additional Work. As used herein, "Additional Work" means any work that is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Additional Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of Additional Work shall be barred and are unenforceable. Additional Work shall be billed by **CONSULTANT** to **CITY** at rates consistent with the schedule for Additional Work included in Exhibit B.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for Additional Work or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

3.5 Reimbursement for Expenses

CONSULTANT shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV
INDEMNIFICATION AND INSURANCE

4.1 Insurance Requirements.

CONSULTANT shall obtain, at its sole cost and expense and keep in force throughout the term of the Agreement, the following insurance coverage:

1. MINIMUM SCOPE INSURANCE: Coverage shall be at least as broad as:
    a. Commercial General Liability coverage (occurrence policy).
    b. Automobile Liability (any automobile).
    c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
    d. Errors and Omissions Liability Insurance appropriate to the consultant's profession. Architects' and Engineers' coverage shall be endorsed to include contractual liability (if applicable).

2. MINIMUM LIMITS OF INSURANCE: **CONSULTANT** shall maintain limits no less than:

    a. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

    b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

c. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

e. Errors and Omissions Liability: $1,000,000 per occurrence.

4.2. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by **CITY.** At the option of **CITY**, either: **CONSULTANT'S** insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to **CITY**, its officers, officials, employees, agents and volunteers; or **CONSULTANT** shall provide a financial guarantee satisfactory to **CITY** guaranteeing payment of losses and related investigations, claims administration and defense expense.

4.3 Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. **CITY**, its officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of **CONSULTANT**; and with respect to liability arising out of work or operations performed by or on behalf of **CONSULTANT** including materials, parts or equipment furnished in connections with such work or operations. 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 Civil Code δ 27882(b). General liability coverage can be provided in the form of an endorsement to **CONSULTANT'S** insurance, or as a separate owner's policy.

b. For any claims related to this project, **CONSULTANT'S** insurance coverage shall be primary insurance as respects to **CITY**, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by **CITY**, its officers, officials, employees, agents or volunteers shall be excess to **CONSULTANT'S** insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that **CITY** shall receive no less than thirty (30) days prior written notice of cancellation of any policies of insurance required hereunder.

4.4. Acceptability of Insurers

Insurance is to be placed with insurers with current A.M. Best's rating of no less than B+.

4.5. Verification of Coverage.

CONSULTANT shall furnish **CITY** with original certificates and amendatory endorsements effecting coverage required by **CITY**. All certificates and endorsements are to be received and approved by **CITY** before work commences. **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

4.6. Subcontractors:

CONSULTANT shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

4.7. Indemnification and Hold Harmless.

CONSULTANT shall defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONSULTANT,** its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

CITY shall defend, indemnify, hold free and harmless **CONSULTANT**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CONSULTANT,** its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CITY,** its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

4.8 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any

of its officers', employees', or authorized subcontractors' own actions during the performance of this Agreement.

ARTICLE V
TERMINATION

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving sixty (60) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all Services affected by such termination within thirty (30) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** may terminate this agreement by giving the **CITY** sixty (60) days written notice.

5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for Services performed through the date of termination, upon receipt of written documentation of said Services by **CITY**. CONSULTANT shall be paid within sixty (60) days of **CITY'S** receipt of **CONSULTANT'S** invoice. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services.

5.3 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY,** then **CITY,** in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for Services that have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONSULTANT** that, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

5.5 Work Product.

Upon termination of this Agreement, **CITY** may require **CONSULTANT** to provide all finished or unfinished documents, data, studies, drawings, reports, etc., prepared by the **CONSULTANT'S** assigned staff in performance of this Agreement.

ARTICLE VI
GENERAL PROVISIONS

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY:
David Tooley / Tim Przybyla
City of Madera
205 W. 4th Street
Madera, CA 93637

TO CONSULTANT:
Michael P. Busch
President & CEO
Cc: James Lee, Principal
Cc: Russell Sager, Analyst
Urban Futures, Inc.
3111 N. Tustin Avenue, Suite 230
Orange, CA 92865

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified in writing and must be signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

CONSULTANT represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

CITY reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

CONSULTANT warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT,** to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S**

compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

CONSULTANT covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, **CONSULTANT** shall not employ any person having any such conflict of interest.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

CONSULTANT shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CONSULTANT**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** will retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so; the Parties hereto are formally bound to the provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY:

THE CITY OF MADERA

By: Signature: _____

Name: _____

Title: _____

CONSULTANT:

URBAN FUTURES, INC:

By: _____

Michael P. Busch

President & CEO

EXHIBIT "A"
SCOPE OF WORK

The **CONSULTANT** will be expected to provide full annual continuing disclosure reporting for the **CITY'S** outstanding bond transactions as required by the Securities Exchange Commission's Rule 15c2-12 and in accordance with the specific disclosure reporting requirements detailed in each respective bond transcript. Specifically, **CONSULTANT** will:

1. Collect the necessary financial and statistical information necessary from **CITY** staff, auditors or any other source as required.
2. Transmit the annual report for each bond transaction listed below to the Municipal Securities Rulemaking Board's (MSRB) nationally recognized data repository known as EMMA.

The **CONSULTANT** will provide Services as described in this agreement for the following bond transaction(s):

$11,215,000
Madera Public Financing Authority
Water Revenue Bonds Series 2010

$25,445,000
Madera Redevelopment Agency
Subordinate Tax Allocation Bonds Series 2008A

$4,000,000
Madera Redevelopment Agency
Housing Set-Aside Subordinate Tax Allocation Bonds Series 2008B

$35,995,000
Madera Public Financing Authority
Water and Wastewater Revenue Bonds Series 2006

$2,885,000
City of Madera
Community Facilities District No. 2006-1
Special Tax Bonds, Series 2006

$19,494,000
Madera Redevelopment Agency
2003 Tax Allocation Refunding and Redevelopment Project Bonds

$7,440,000
Madera Redevelopment Agency
1998 Tax Allocation Redevelopment Project Bonds

$3,155,000
Madera Public Financing Authority
1993 Variable Rate Demand Bonds (Golf Course)

Services for future bond transactions may be added to this project with the mutual agreement of the **CITY** and the **CONSULTANT**.

EXHIBIT "B"
COMPENSATION RATES AND CHARGES

	One-Time Fees			Annual Fees			
Outstanding Bonds	5-Year Audit	Prepare Updates and Corrections [1]	Total	Preparation of Reports	Dissemination of Reports & Notices	Real-time Ratings Monitoring	Total
2006 Water/Wastewater Bonds	Waived	Waived	Waived	$600	$300	$200	$1,100
2010 Water Bonds	$300	$300	$600	$600	$300	$200	$1,100
2006 Special Tax Bonds	$300	$300	$600	N/A	N/A	N/A	N/A
1998 Tax Allocation Bonds	$300	$500	$800	$950	$300	$200	$1,450
2003 Tax Allocation Bonds	$300	$500	$800	$950	$300	$200	$1,450
2008A Tax Allocation Bonds	$300	$750	$1,050	$1,250	$300	$200	$1,750
2008B Housing TA Bonds	$300	$500	$800	$0	$300	$200	$500
1993 Golf Course Bonds	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Proposed Fee	$1,800	$2,850	$4,650	$4,350	$1,800	$1,200	$7,350

(1) Fees apply only if the Bond Issue requires amendments/fixes to its Continuing Disclosure.

A five percent inflation adjustment will be included annually and applied to the final invoice following each Continuing Disclosure Annual Report development cycle. Hourly fees for additional work – e.g. five-year continuing disclosure audits, report amendments, arbitrage rebate calculations – are as follow:

Additional Work

Hourly Fees proposed as below:

CEO/President	*$300*
Managing Principal	*$270*
Principal	*$230*
Associate	*$190*
Analyst	*$175*
Assistant/Clerical	*$85*

Return to Agenda

REPORT TO CITY COUNCIL

Council Meeting of June 17, 2015

Agenda Item Number B-24

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Law Enforcement Mid Management Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and the Law Enforcement Mid Management Group (LEMM) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and LEMM entered into a Memorandum of Understanding (MOU) effective August 22, 2013 through June 30, 2015. The MOU defines the City's contribution toward employee health insurance premiums.

SITUATION

The City and LEMM are in the process of negotiating a new MOU but that document has yet to be finalized. The City has chosen new health providers for its medical, dental and vision plans effective July 1, 2015. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. In order to help avoid payroll corrections at a later date, staff has proposed to LEMM that a side letter be entered into specific to health benefit contributions. This will allow the health benefit contribution changes to be effective at the same time as the new premiums.

FISCAL IMPACT

The change in health providers for medical, dental and vision will provide general fund savings estimated at $240,000 over fiscal year 2014-15 expenditures for health benefits at the proposed City contribution levels.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE LAW ENFORCEMENT MID MANAGEMENT GROUP RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, City staff and Law Enforcement Mid Management (LEMM) Group representatives are in the process of negotiating a new Memorandum of Understanding (MOU) relative to wages, hours, and terms and conditions of employment; and

WHEREAS, City staff and LEMM representatives wish to change the City's contribution toward health insurance for the 2015-16 plan year to coincide with the change in plan premiums; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The Side Letter Agreement between the City and the Law Enforcement Mid Management Group is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.

2. The City Administrator is authorized to execute the Agreement on behalf of the City.

3. This resolution is effective immediately upon adoption.

* *

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SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
LAW ENFORCEMENT MID-MANAGEMENT GROUP

The parties have conferred, and do hereby agree that Article 17 – Insurance Benefits of the Memorandum of Understanding between the City of Madera and the Law Enforcement Mid-Management Group is amended as follows:

The following paragraph is added:

Effective 7/1/2015, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1352.05
EE+Family	1970.04

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2016.

Print Name: DINO LAWSON, LEMM

06-09-15
Date

David R. Tooley, City Administrator

Date

Barry Bennett, LEMM Legal Counsel

6-10-15
Date

Return to Agenda

REPORT TO CITY COUNCIL

Council Meeting of June 17, 2015

Agenda Item Number B-25

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Police Officers' Association Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and the Madera Police Officers' Association (MPOA) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and MPOA entered into a Memorandum of Understanding (MOU) effective September 4, 2013 through June 30, 2015. The MOU defines the City's contribution toward employee health insurance premiums.

SITUATION

The City and MPOA are in the process of negotiating a new MOU but that document has yet to be finalized. The City has chosen new health providers for its medical, dental and vision plans effective July 1, 2015. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. In order to help avoid payroll corrections at a later date, staff has proposed to MPOA that a side letter be entered into specific to health benefit contributions. This will allow the health benefit contribution changes to be effective at the same time as the new premiums.

MPOA scheduled a membership meeting and vote on the side letter agreement within the timelines for such vote as provided by their group by laws. That vote will take place June 16, 2015. MPOA leadership has indicated that they will be recommending the side letter for approval by their membership. If, however, the

vote comes out not to approve the side letter, staff will ask Council to remove the item from consideration on the June 17, 2015 agenda.

FISCAL IMPACT

The change in health providers for medical, dental and vision will provide general fund savings estimated at $240,000 over fiscal year 2014-15 expenditures for health benefits at the proposed City contribution levels.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE MADERA POLICE OFFICERS' ASSOCIATION RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, City staff and Madera Police Officers' Association (MPOA) representatives are in the process of negotiating a new Memorandum of Understanding (MOU) relative to wages, hours, and terms and conditions of employment; and

WHEREAS, City staff and MPOA representatives wish to change the City's contribution toward health insurance for the 2015-16 plan year to coincide with the change in plan premiums; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The Side Letter Agreement between the City and the Madera Police Officers' Association is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.

2. The City Administrator is authorized to execute the Agreement on behalf of the City.

3. This resolution is effective immediately upon adoption.

* *

SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
MADERA POLICE OFFICERS' ASSOCIATION

The parties have conferred, and do hereby agree that Article 24 – Health Insurance of the Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association is amended as follows:

The following paragraph is added:

Effective 7/1/2015, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1352.05
EE+Family	1970.04

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2016.

_____
Dan Foss, MPOA President

_____
Date

_____
David R. Tooley, City Administrator

_____
Date

_____
Barry Bennett, MPOA Legal Counsel

_____
Date

Return to Agenda

REPORT TO CITY COUNCIL

Council Meeting of June 17, 2015

Agenda Item Number B-26

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid Management Employee Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and the Mid Management Employee Group (MM) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and MM entered into a Memorandum of Understanding (MOU) effective September 4, 2013 through June 30, 2015. The MOU defines the City's contribution toward employee health insurance premiums.

SITUATION

The City and MM are in the process of negotiating a new MOU but that document has yet to be finalized. The City has chosen new health providers for its medical, dental and vision plans effective July 1, 2015. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. In order to help avoid payroll corrections at a later date, staff has proposed to MM that a side letter be entered into specific to health benefit contributions. This will allow the health benefit contribution changes to be effective at the same time as the new premiums.

FISCAL IMPACT

The change in health providers for medical, dental and vision will provide general fund savings estimated at $240,000 over fiscal year 2014-15 expenditures for health benefits at the proposed City contribution levels.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE MID MANAGEMENT EMPLOYEE GROUP RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, City staff and Mid Management Employee Group (MM) representatives are in the process of negotiating a new Memorandum of Understanding (MOU) relative to wages, hours, and terms and conditions of employment; and

WHEREAS, City staff and MM representatives wish to change the City's contribution toward health insurance for the 2015-16 plan year to coincide with the change in plan premiums; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The Side Letter Agreement between the City and the Mid Management Employee Group is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.

2. The City Administrator is authorized to execute the Agreement on behalf of the City.

3. This resolution is effective immediately upon adoption.

* *

SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
MID-MANAGEMENT EMPLOYEE GROUP

The parties have conferred, and do hereby agree that Article 18 – Insurance Benefits of the Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group is amended as follows:

The following paragraph is added:

Effective 7/1/2015, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1352.05
EE+Family	1970.04

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2016.

Rebecca McCurdy
Mid Management Representative

David R. Tooley,
City Administrator

6-9-15
Date

Date

Return to Agenda

REPORT TO CITY COUNCIL

Council Meeting of June 17, 2015

Agenda Item Number B-27

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and Operating Engineers Local Union No. 3 (OE3) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and OE3 entered into a Memorandum of Understanding (MOU) effective September 4, 2013 through June 30, 2015. The MOU defines the City's contribution toward employee health insurance premiums.

SITUATION

The City and OE3 are in the process of negotiating a new MOU but that document has yet to be finalized. The City has chosen new health providers for its medical, dental and vision plans effective July 1, 2015. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. In order to help avoid payroll corrections at a later date, staff has proposed to OE3 that a side letter be entered into specific to health benefit contributions. This will allow the health benefit contribution changes to be effective at the same time as the new premiums.

OE3 will not have a meeting to determine its stance on the side letter proposal prior to the deadline for Council agenda items. For that reason, staff has prepared this report should such side letter be approved by OE3. If OE3 does not approve the proposed side letter, staff will ask Council to remove the item from consideration on the June 17, 2015 agenda.

FISCAL IMPACT

The change in health providers for medical, dental and vision will provide general fund savings estimated at $240,000 over fiscal year 2014-15 expenditures for health benefits at the proposed City contribution levels.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND OPERATING ENGINEERS LOCAL UNION NO. 3 RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, City staff and Madera Operating Engineers Local Union No. 3 (OE3) representatives are in the process of negotiating a new Memorandum of Understanding (MOU) relative to wages, hours, and terms and conditions of employment; and

WHEREAS, City staff and OE3 representatives wish to change the City's contribution toward health insurance for the 2015-16 plan year to coincide with the change in plan premiums; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The Side Letter Agreement between the City and Operating Engineers Local Union No. 3 is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.

2. The City Administrator is authorized to execute the Agreement on behalf of the City.

3. This resolution is effective immediately upon adoption.

* *

SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND
OPERATING ENGINEERS LOCAL UNION NO. 3

The parties have conferred, and do hereby agree that Article 26 – Health and Welfare of the Memorandum of Understanding between the City of Madera and Operating Engineers Local Union No. 3 is amended as follows:

The following paragraph is added:

Effective 7/1/2015, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1352.05
EE+Family	1970.04

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2016.

David Caravantes, OE3 Representative	David R. Tooley, City Administrator
Date	Date

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF June 17, 2015

AGENDA ITEM NUMBER B-28

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT:

CONSIDERATION OF A RESOLUTION ACCEPTING A GRANT AWARD FROM THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT PUBLIC BENEFIT PROGRAM ALT-FUEL COMPONENT AND AUTHORIZING THE CITY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE ALL REQUIRED GRANT DOCUMENTS

RECOMMENDATION:

Staff recommends that Council adopt a resolution accepting a grant award from the San Joaquin Valley Air Pollution Control District (District) Public Benefit Program Alt-Fuel Component and authorizing the City Administrator, or designee, to execute all required documents on behalf of the City of Madera.

DISCUSSION:

On April 30th 2014, the City submitted an application to the District's Public Benefit Program Alt-Fuel Component grant program for the purpose of obtaining five new Compressed Natural Gas (CNG) vehicles. These vehicles would replace existing cars in the City's fleet that have reached or exceeded their useful life. Receipt of such an award would provide our community with modern and less polluting transportation for Staff, while also relieving it of the obligation to replace or maintain a portion of our ageing fleet. The City received notice on June 11th 2015 that the District had approved this application and fully awarded its request. As a result, our community is eligible to receive $100,000 from the District for the purchase of five new CNG vehicles. However, the District requires all grantees to formally accept such awards and Staff urges Council to adopt the attached resolution in order to satisfy the terms of this program.

FISCAL IMPACT:

Acceptance of the District's grant award will positively impact the General Fund by relieving it of the obligation to replace or maintain five aged city vehicles.

VISION MADERA 2025 PLAN:

Approval of the attached resolution accepting this grant supports the objectives of Strategy 115 by seeking sufficient economic resources to provide adequate City services and prepare for future growth.

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT PUBLIC BENEFIT PROGRAM ALT-FUEL COMPONENT AND AUTHORIZING THE CITY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE ALL REQUIRED GRANT DOCUMENTS

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles; and

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the San Joaquin Valley Air Pollution Control District (District) has imposed said fees; and

WHEREAS, said legislation requires District to use said funds for activities related to reducing air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, the City of Madera (City) has proposed a project that meets the eligibility criteria of the District's Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

WHEREAS, City represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds orders and resolves as follows:

1. The above recitals are true and correct.

2. The City of Madera accepts award #C-3106-A from the District, a copy of which is on file with the City Clerk and referred to for particulars.

3. The City Administrator, or his/her designee, is hereby authorized and directed to enter into and execute the Standard Agreement for award #C-3106-A and any and all other documents required or deemed necessary or appropriate to secure this grant on behalf of the City of Madera.

4. This resolution is effective immediately.

****

SJVAPCD Disclosure of Funds

Identification of Potential Co-Funding

Public Benefit Program Alt-Fuel Component
Project Number: **C-31056-A**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

☐ Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

_____

_____

_____

Indicate Funding amount $_____

☐ No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

_____

_____

_____

David Tooley
Contract Signing Authority

_____ _____
Contract Signing Authority Signature Date

(Date required on this document, do not date the contract.)**

Agreement No. **C-31056-A**

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

FUNDING AGREEMENT

(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this_____day of _____, 2015, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Madera** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

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Fresno, CA
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(559) 230-6000

WHEREAS, Participant represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

1. PROJECT

The Participant agrees to purchase and place into service the type and number of new alternative fuel vehicle(s) as set forth in the application attached hereto and incorporated herein as Exhibit A. Participant agrees, that at the date of execution of this Agreement, Participant has not yet purchased, taken possession, or ordered said vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the requirements described herein. Participant agrees and represents that purchase of the specified vehicle(s) subject of this Agreement is/are not required by or to be used for compliance with any local, state, or federal rule or regulation, settlement agreement, mitigation agreement, memorandum of understanding (MOU), memorandum of agreement (MOA), or other legal mandate currently in effect. Participant waives all rights to any emission reduction credits that may accrue as a result of purchase of the specified vehicle(s).

In the event of any conflict between or among the terms and conditions of this Agreement and the exhibit incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. To the text of this Agreement
2. Exhibit to this Agreement

2. TIMETABLE/PERIOD OF PERFORMANCE

Participant shall purchase and place the new alternative fuel vehicle(s) into service, and submit all final claims as outlined in paragraph 3, **no later than 9 months from execution date of this agreement.** If the Participant cannot meet the project timetable as set forth herein, the Participant must notify the District in writing

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and request to amend the Agreement to provide the Participant additional time to meet all performance requirements under the Agreement. Such request is subject to review and approval by the District. Participant agrees to amend the Agreement as necessary, if requested by the District, to ensure the project is completed within the timetable approved by the District.

A. Agreement Period: The Participant shall own and operate the new alternative fuel vehicle(s) purchased under this Agreement according to the terms of this Agreement for no less than three (3) years from the date in which the vehicle(s) is/are first placed into service.

3. COMPENSATION

The total obligation of the District under this Agreement shall not exceed **One Hundred Thousand And 00/100 dollars ($100,000.00)** for the purchase of the new alternative fuel vehicle(s) identified in Exhibit A.

Participant shall obtain through other sources sufficient additional monies to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from other sources for the total cost of the vehicle(s) as outlined in Exhibit A is not received by Participant, District reserves the right to terminate or re-negotiate this Agreement.

A. Payments: Advance payments shall not be permitted. The District shall issue payment to Participant upon receipt of a properly supported and verified claim for payment as specified in the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component payment procedures document. Payment is for reimbursement to the Participant for the purchase of the specified new alternative fuel vehicle(s) and funding shall only be allowed toward the purchase of the specific vehicle(s) described in Exhibit A. The District reserves the right to reduce the funding paid to the Participant if it is determined that the actual invoiced costs paid by the Participant for the purchase of the new vehicle(s) is/are less than the costs specified on the application. The District also reserves the right to reduce the funding

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if the Participant receives or will receive co-funding from a third party that, in addition to the District's funding, exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under this Agreement. Participant is required to disclose all such information to the District prior to the execution date of this Agreement. The Participant will not be reimbursed by the District for the purchase of the new alternative fuel vehicle(s) if the Participant has purchased, taken possession, or ordered the said new vehicle(s) prior to the execution date of this Agreement.

Concurrently with the submission of any claim for payment, Participant shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made or invoiced. Participant understands that any payment received from the District to fund the vehicle(s) in this Agreement may be subject to taxation and the District will issue a form 1099 to the Participant. Any tax liability on the funds provided by the District shall be the sole responsibility of the Participant.

B. Surplus Funds: Any compensation, which is not expended by Participant pursuant to the terms and conditions of this Agreement by the project completion date, shall automatically revert to District. Only expenditures incurred by Participant in the direct performance of this Agreement will be reimbursed by District.

4. NON-ALLOCATION OF FUNDS

The terms of this Agreement are contingent on the approval and receipt of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving Participant thirty (30) days' prior written notice.

5. ANNUAL REPORTING

Participant shall submit annual reports on the vehicle(s) that include the following information:

1. Participant contact information;
2. Proof of current California registration for the new alternative

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fuel vehicle(s);

3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted to the District;

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In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. District shall have the right to demand of Participant the repayment to the District of any funds disbursed to Participant under this Agreement which in the judgment of District were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement. The District may prohibit Participant from participating in all other District and State grant programs in the future.

B. Without Cause: Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days' advance written notice of intention to terminate. The District shall have the right to demand prompt repayment of a portion or all monies expended under this Agreement as provided in paragraph 3 if the Participant does not meet all obligations under this Agreement upon such termination.

7. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

8. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by Participant (also referred to in this section as 'Contractor') under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees, will at all times be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of District or ARB.

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Furthermore, District shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, District shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance to the terms and conditions thereof. Contractor and District shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to District employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Contractor shall be solely responsible and save District harmless from all matters relating to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to District or to this Agreement.

9. NON-ASSIGNMENT

Participant may not assign, sell, transfer, license, or subcontract any rights or obligations to a third party within or outside of the District's boundaries without the express prior consent of the District for the duration of the Agreement Period specified in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner vehicle(s) prior to the end of the Agreement Period, the Participant must request and receive written consent from the District prior to selling or transferring ownership of the vehicle(s) or any portion thereof.

Prior to completing the transaction, the Participant understands that it is responsible to inform the party purchasing the vehicle(s) of the Agreement provisions and disclose the remaining Agreement term. The Participant shall be responsible for

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establishing an agreement between the new owner and District in order to facilitate the transfer of the Agreement provisions and terms. The Participant shall provide the prospective new owner with valid contact information for the District so the new owner can assume legal responsibility under the original Agreement or enter into a new Agreement with the District, for the remainder of the Agreement Period. Participant understands that they shall not be relieved of their legal obligation to fulfill the conditions of this Agreement unless the new owner has assumed responsibility through an executed agreement with the District.

10. INDEMNIFICATION

Participant agrees to indemnify, save, hold harmless, and at District's request, defend the District, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) which arise or are alleged to arise directly or indirectly from any act or omission of Participant, its officers, agents, sub participants, or employees in their performance of this Agreement, or out of the operations of the Participant.

11. INSURANCE AND VEHICLE WARRANTY

Participant is responsible for securing warranty and maintaining replacement value insurance on the new alternative fuel vehicle(s) for the duration of the Agreement Period specified in subparagraph 2.A. The new alternative fuel vehicle(s) purchased through this Agreement must not be tampered with or modified in any such manner than would void the warranty of the vehicle(s). Insurance coverage must be sufficient to repay the District's investment in case major damage to the new alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current insurance for each vehicle purchased under this Agreement is required to be submitted annually with the Participant's annual report.

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Fresno, CA
93726
(559) 230-6000

In the event that the new alternative fuel vehicle(s) purchased under this Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily or permanently inoperable, the Participant must immediately inform the District of such damage(s) and repair or replace the vehicles(s) within three (3) months from the date of the occurrence at the Participant's expense and to the standards which meet all program requirements for the remainder of the Participant's obligation under this Agreement.

If the Participant repairs a vehicle rendered temporarily inoperable, said repairs shall include any and all repairs necessary to restore the vehicle and any optional equipment purchased under this Agreement to a reasonable condition. If the Participant replaces a vehicle rendered permanently inoperable; said replacement shall include an equivalent vehicle(s) that, at a minimum, meets all program eligibility requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera. As the replacement of a vehicle may require an amendment to the existing Agreement, the Participant must receive prior authorization from the District in advance of any purchases, and must provide any and all replacement vehicle information to the District.

In the event the Participant does not repair or replace vehicle(s) that become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the District may undertake actions pursuant to this Agreement, including recouping a portion or all incentive funds provided for the vehicle(s) in question.

12. RECORD KEEPING

Participant shall maintain records sufficient to provide, on an annual basis, information regarding annual mileage, fuel usage, invoices, general maintenance details, correspondence associated with the application, award, agreement, monitoring, enforcement, and reporting requirements and any other available information that may be deemed pertinent to the evaluation of the program for at least two (2) years after the equipment project term or three (3) years after final

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(559) 230-6000

payment, whichever is later. Records shall be readily available and accessible to the District, or District designated representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT	DISTRICT
David Tooley	**Seyed Sadredin**
City Administrator	**Executive Director/APCO**
City of Madera	**San Joaquin Valley Unified APCD**
205 West Fourth St.	**1990 East Gettysburg Ave.**
Madera, CA 93637	**Fresno, CA 93726**

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of

any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

16. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

17. CONFLICT OF INTEREST

No officer, employee, or agent of District who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. Participant shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of District.

18. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Fresno County, California.

19. COMPLIANCE WITH LAWS

The Participant shall comply will all federal and state laws, statutes, regulations, rules, and guidelines which apply to its performance under this Agreement, including California driving eligibility and financial liability laws.

20. BINDING ON SUCCESSORS

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

21. TIME IS OF THE ESSENCE

It is understood that for Participant's performance under this Agreement,

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time is of the essence. The parties reasonably anticipate that Participant will, to the reasonable satisfaction of District, complete all activities provided herein within the time schedule outlined in this Agreement, provided that Participant is not caused unreasonable delay in such performance.

22. DATA OWNERSHIP

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by Participant under this Agreement shall become the exclusive property of District, provided, however, Participant shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by Participant under this Agreement subject to District's exclusive ownership rights stated herein. Accordingly, Participant shall, if requested, surrender to District all such data which is in its possession (including its sub participants or agents), without any reservation of right or title, not otherwise enumerated herein.

District shall have the right at reasonable times during the term of this Agreement to inspect and reproduce any data received, collected, produced, or developed by Participant under this Agreement. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Participant, pursuant to this Agreement, shall be released or made available (except to District) without prior, express written approval of District while this Agreement is in force, and except as otherwise required under the California Public Records Act.

23. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of District, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

24. SEVERABILITY

In the event that any one or more of the provisions contained in this

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Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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Fresno, CA
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(559) 230-6000

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT	DISTRICT
City of Madera	**San Joaquin Valley Unified Air Pollution Control District**
_____	_____
David Tooley City Administrator	Supervisor Tom Wheeler Governing Board Chair
	Recommended for approval: San Joaquin Valley Unified Air Pollution Control District
	_____
	Seyed Sadredin Executive Director/APCO
	Approved as to legal form: San Joaquin Valley Unified Air Pollution Control District
	_____
	Annette Ballatore-Williamson District Counsel
	Approved as to accounting form: San Joaquin Valley Unified Air Pollution Control District
	_____
	Mehri Barati, C.P.A. Director of Administrative Services
	For accounting use only: Program:_____ Account No.:_____

SJVUAPCD
1990 East
Gettysburg
Fresno, CA
93726
(559) 230-6000

Exhibit A

Please return all completed applications to:
SJVAPCD Strategies and Incentives Department
1990 East Gettysburg Avenue; Fresno, CA 93726-0244

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

New Alternative Fuel Vehicle Purchase Application

'14 APR 30 AM 8:04

31056

Applicant Information

1. Public Agency Name (as it appears on Form W-9): CITY OF MADERA		
2. Tax ID: Taxpayer ID Number (TIN) 94-6000-265		
3. Address: 205 WEST FOURTH STREET		
4. City: MADERA	5. State: CA	6. ZIP Code: 93637
7. Mailing Address (if different from above): 1030 SOUTH GATEWAY DRIVE		
8. City: MADERA	9. State: CA	10. ZIP Code: 93637
11. Have you applied to any other grant programs for any vehicle in this application? ■ No □ Yes – Name of Grant Program(s):		

Primary Contact Information

1. First Name: RANDY	2. Last Name: COLLIN	
3. Title: FLEET OPERATIONS MANAGER	4. E-Mail: RCOLLIIN@CITYOFMADERA.COM	
5. Phone Number: 559-662-4923	6. Alternate Contact Number: 559-661-5466	7. Fax Number: 559-661-0760

Contract Signing Authority

1. First Name: DAVID	2. Last Name: TOOLEY
3. Title: CITY ADMINISTRATOR	

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Exhibit A

New Vehicle Information- Complete a separate page for each vehicle make/model

1. Number of Vehicles: 5

2. Vehicle Type (*please select one*):

Electric	Plug-In Hybrid	CNG, LNG, or LPG
☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.)	■ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)
☐ Transport/Utility Cart	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)
☐ Scooter	☐ Other (specify):	☐ Transport/Utility Cart
☐ Bicycle		☐ Other (specify):
☐ Other (specify):		

3. Vehicle Make:	4. Vehicle Model:	5. Vehicle Model Year:
HONDA	CIVIC-~~CNG~~ GX	~~2014~~ 2015

6. Vehicle GVWR:	7. Engine Horsepower/Kilowatts:
2848 lbs.	110 HP

8. Fuel Type:
☐ Electric ☐ Plug-In Hybrid ■ CNG ☐ LNG ☐ LPG ☐ Other (specify):

9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only):

10. Total Cost of each New Vehicle:	11. Total Funding Requested from SJVAPCD (per vehicle):
~~$29,388.79~~ $29,286.79	$20,000

12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? ■ Yes ☐ No
If no, please describe a plan for building infrastructure or gaining access to existing infrastructure:

13. How do you intend to pay for the remaining balance of the project after the grant has been applied?
☐ Co-funding (please name source): _____
■ Other (please specify): EQUIPMENT REPLACEMENT FUND RESERVES

New Vehicle Dealer Information

1. Vehicle Dealer Name:
WONDRIES FLEET GROUP - STATE OF CALIFORNIA CONTRACT 1-14-23-10E

2. Contact / Salesperson Name:	3. E-mail:
~~MIKE~~ LADNER Clark Cooper	MLADNER@EARTHLINK.NET
4. Phone Number:	5. Fax Number:
626-457-5590	626-457-5593

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Internal use only

GMS Unit(s): _____

Exhibit A

New Vehicle Activity Information- Complete a separate page for each vehicle make/model

If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity

1. Number of vehicles with same vehicle activity:
   5

2. Use within SJVAPCD boundaries:	3. Use within CA boundaries:	4. Estimated Annual Vehicle Usage (per vehicle):
95 %	100 %	5000 MI

5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):
   pool / department vehicles for city services

6. Please mark the reason for purchasing the new vehicle(s):
   - ☐ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant:
   - ■ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced:
     4 ea 2001 Honda Civic - CNG
     1 ea 1990 Chevrolet Astro Van
   - ☐ Other - Please specify:

Internal use only

GMS Unit(s):_____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity:

2. Use within SJVAPCD boundaries:	3. Use within CA boundaries:	4. Estimated Annual Vehicle Usage (per vehicle):
_____ %	_____ %	_____

5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):

6. Please mark the reason for purchasing the new vehicle(s):
   - ☐ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant:
   - ☐ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced:
   - ☐ Other - Please specify:

Internal use only

GMS Unit(s):_____

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Wondries
FLEET GROUP
1247 W. Main Street, P.O. Box 3850 Alhambra, CA 91801
(626) 457-5590 (626) 457-5593 Fax

Exhibit A

March 23, 2015

Randy Collin
Fleet Operations Manager
City of Madera
1030 South Gateway Drive
Madera, Ca 93637
Ph:559-662-4923
Email: rcollin@cityofmadera.com

Dear Collin,

Wondries Fleet Group is pleased to quote the following vehicles for your consideration.

One (1) New/*Unused* ***2015 Honda Civic GX Dedicated Natural Gas Vehicles*** and delivered to your specified location, each for:

Base Price	$26,838.00
Tax (8.00%)	$2,147.04
Subtotal	**$28,985.04**
Diamond Lane Permit	$8.00
Freight	$285.00
Tire Fee	$8.75
Total	**$29,286.79**

UPDATED
Date 5-20

This price is available under the State Contract No. 1-14-23-10E (Line Item #1). Please reference this number on any orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Clarke Cooper
Wondries Fleet Group
clarkecooper@wondries.com

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CHEVROLET Ford NISSAN TOYOTA HONDA

Exhibit A

Prepared By:
Administrator
Your Dealership Name Here

2014 Honda Civic

• VEHICLE REPORT

2014 Honda Civic FB5F5EEW 4dr Sedan Natural Gas (A5)

PRICING SUMMARY

Price Component	
Base Price	
Total Options	
Vehicle Subtotal	
Advert/Adjustments	
Destination Charge	
TOTAL VEHICLE PRICE	

Customer Signature / Date

Dealer Signature / Date

UPDATED
Date 5/20

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Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions. PC Carbook®, Data Version: 5.0, Data updated 07/17/2014 09:13:22 PM ©Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved

Exhibit A

Prepared By:
Administrator
Your Dealership Name Here

• VEHICLE REPORT

2014 Honda Civic FB5F5EEW 4dr Sedan Natural Gas (A5)

SELECTED MODEL

Code	Description
FB5F5EEW	*2014 Honda Civic 4dr Sedan Natural Gas (A5)*

SELECTED VEHICLE COLORS

Code	Description
-	*Interior: GRAY, CLOTH SEAT TRIM*
-	*Exterior 1: TAFFETA WHITE*
-	*Exterior 2: No color has been selected.*

UPDATED
Date 5-20

SELECTED OPTIONS

Code	Description	Class
	POWERTRAIN	
STDEN	*Engine: 1.8L I-4 SOHC 16-Valve i-VTEC*	*STD*
STDTN	*Transmission: Compact 5-Speed Automatic*	*STD*
	WHEELS & TIRES	
STDTR	*Tires: P195/65R15 89H AS*	*STD*
STDWL	*Wheels: 15" Lightweight Alloy*	*STD*
	SEATS & SEAT TRIM	
STDST	*Reclining Front Bucket Seats* *Includes driver's seat with manual height adjustment and adjustable head restraints.*	*STD*
STDTM	*Cloth Seat Trim*	*STD*
	OTHER OPTIONS	
PAINT	*Monotone Paint Application*	*STD*
STDRD	*Radio: 160-Watt AM/FM/CD Audio System* *Includes 4 speakers, 7" display audio with high resolution WVGA (800x400) electrostatic touch-screen, HondaLink Next Generation, Pandora compatibility,*	*STD*

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Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions. PC Carbook®, Data Version: 5.0, Data updated 07/17/2014 09:13:22 PM ©Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Exhibit A

Prepared By:
Administrator
Your Dealership Name Here

VEHICLE REPORT

2014 Honda Civic FD6F6EEW 4dr Sedan Natural Gas (A5)

SELECTED OPTIONS

Code	Description	Class
	OTHER OPTIONS (Continued)	
	Bluetooth streaming audio, display audio interface, front and center console USB audio interface, MP3/ Windows Media Audio (WMA) playback capability, Radio Data System (RDS), Speed-Sensitive Volume Control (SVC) and rearview camera with dynamic guidelines and customizable feature settings. The Display Audio Inteface is used for direct connection to and streaming from some current smart phones. Some smart phones may not work. Please see your Honda dealer for details.	
	INTERIOR COLORS FOR : PRIMARY W/NATURAL GAS (SEDAN)	
GR	*Gray*	*OPT*
	EXTERIOR COLORS FOR : PRIMARY W/NATURAL GAS (SEDAN)	
WH	*Taffeta White*	*OPT*

OPTIONS TOTAL

UPDATED
Date 5-20

WORKING COPY

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Exhibit A

Signature Form

Signing Authority to *initial and sign in **blue ink***

Certifications

By **initialing each of the following sections,** I certify that I have read the Eligibility Criteria and Application Guidelines and agree to **ALL** of the following terms and conditions:

Initial ____ The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.

Initial ____ The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.

Initial ____ The vehicle(s) purchased is/are a new OEM **electric, plug-in hybrid, or alternative fuel** vehicle(s) eligible for this program in accordance with the program guidelines.

Initial ____ Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.

Initial ____ Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).

Initial ____ Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.

Initial ____ Project match funding is reasonably available to complete the project in a timely manner.

Initial ____ Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.

Initial ____ SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

Signing Authority Signature _____ **Date** 4/9/14

Return to Agenda

REPORT TO CITY COUNCIL

MEETING DATE: June 17, 2015

AGENDA ITEM NUMBER: C-1

Approved By:

PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT:

Update on the Status of Water Conservation Efforts, Review of Current Drought Restriction Levels, Consideration of a Resolution Amending the Drought Restriction Level, and Direction to Staff Regarding Education and Enforcement Activities.

RECOMMENDATION:

Staff recommends that the Council consider the information provided in this report. If an amendment to the adopted drought water restriction level is desired, a resolution effecting such change is available as part of this packet. Staff also requests that the Council provide direction regarding enforcement and education activities that it believes should be implemented.

SUMMARY:

At its May 20th meeting, the City Council adopted a resolution which set the drought water restrictions at level C, which restricts outdoor watering to one day per week. The Council, at its June 3rd meeting, asked that this issue be rescheduled for further consideration.

DISCUSSION:

Background and State-issued Conservation Targets

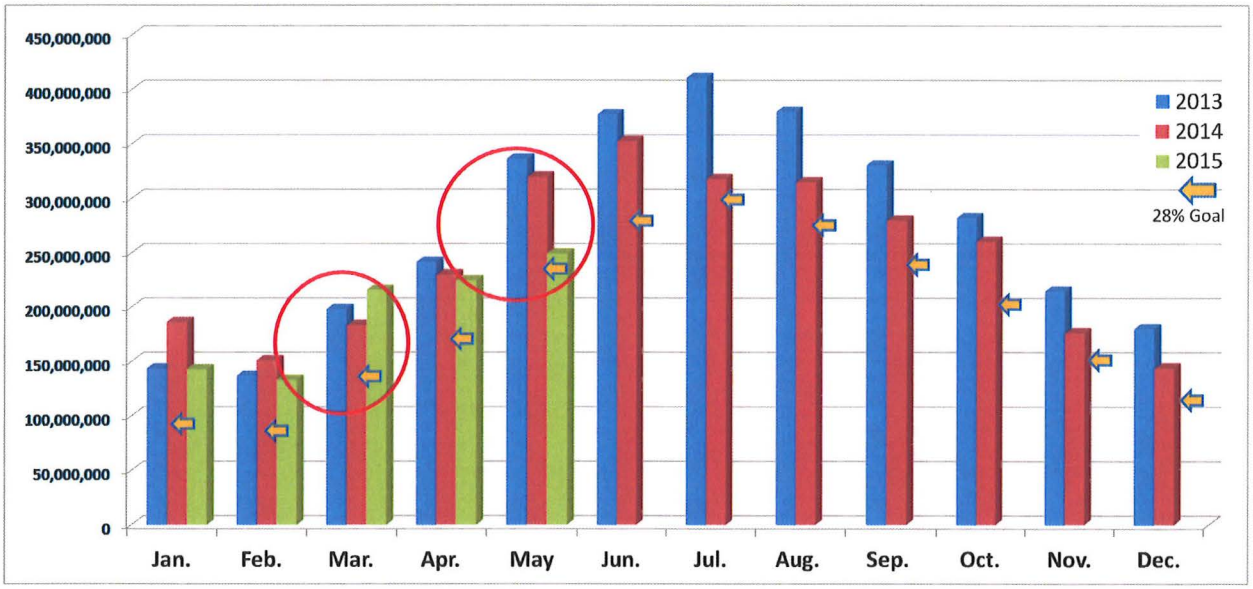
The City has always tried to be good stewards of our water resources, including reducing allowable irrigation to 2 days a week in 2014 in response to the Governor's call for voluntary reductions. Due to minimal conservation results that have occurred statewide, however, the State has mandated that the all cities achieve specific water conservation targets. The target for the City of Madera calls for a reduction in residential water consumption by 28% in comparison to 2013 levels. The City is being forced to act immediately due to the threat of State enforcement and fines if the 28% reduction is not achieved.

The City reports water consumption and water enforcement figures to the State on a monthly basis. Starting June 1st, if the City does not meet the mandated reduction the State Water Board can force the City to impose specific conservation measures, issue cease and desist orders, and/or fine the City $10,000 per day. To date, the City's intention is to implement conservation measures in good faith of meeting the specified target so that the State does not levy any fines against the City.

What makes it difficult to comply as quickly as the state is demanding, is that the actual percentage of reduction that will result from any one conservation program or water restriction is highly speculative. The City of Madera experienced a 9% decrease in water consumption when it reduced watering from three days a week to two days. Similarly, the City of Merced saw an 11% decrease when it also went from three to two days of watering. But weather, general public awareness, and economics must be factored in.

Conservation Results for the Month of May

The City of Madera experienced a 26% reduction in consumption for the month of May in comparison to 2013 levels. This is consistent with other valley cities, who are also reporting significant decreases in consumption: Clovis 32%, Fresno 26%, Merced 24%. So why the sudden success? All of the cities have different conservation provisions, yet they also share an increased public awareness of the drought and the Governor's mandated water reductions. More likely, though, is that the significant common factor is that it was a cooler month than in 2013 and the region experienced several small rain showers (approx. 1/2 "). Unfortunately, it is unlikely that those results will prevail as we continue to experience 100+ degree weather patterns. In the following chart you can see the anomaly of high usage in March and the low usage for May.



The Basis For Drought Response Level C – 1 Day Per Week Watering

It's clear that outdoor watering comprises the single largest category of residential water use. Studies from 2010 found that 58% of residential water usage in California is attributed to outside watering. While these ratios have undoubtedly changed due to increased public awareness of the issues and water meters which were installed starting in 2013, it is still believed that there is a significant percentage of water that is utilized in outdoor watering. For example, evaluations of water accounts in Madera completed this month showed that irrigation accounted for 75% of total water use in a two person household, and 53% of total water use in a five person household.

In response to the Governor's call for voluntary reductions in 2014, the City recognized the conventional water usage patterns and adopted a 2 day a week water restriction. Even with this standard, however, only a 9% reduction in residential consumption was achieved. It continues to be apparent that the clearest potential to achieve the mandatory conservation targets is to try and reduce water

consumption by restricting when outdoor watering can occur. On this basis, staff recommended and the Council adopted a one day a week irrigation standard.

Potential Amendment to Drought Response Level to Allow 2 Day a Week Watering

At its June 4th meeting, the Council expressed an interest in discussing a potential amendment to the City's drought response level to allow 2 day a week watering. The City's drought response level is set through the adoption of a resolution, and a different level can be implemented with a majority vote of the Council. The immediate concerns with such an adjustment are the City's ability to meet the mandatory conservation targets as consistently hot temperatures become the norm, and the exposure of the City to State fines and intervention. Changing to a 2 day a week standard, with the risk of having to flip back to a 1-day standard if targets aren't met, also creates uncertainty in community as it begin to re-set its expectations as to what landscaping is going to look like in Madera in the long term.

Although concerns regarding converting to a 2 day a week watering schedule are significant, it's reasonable to consider at least factors which indicate that greater water savings can be achieved with this schedule that what the City experienced in 2014. First, it's unlikely that there was full adherence to the 2 day a week standard when it was implemented. Therefore, with greater education and enforcement, the City could potentially realize a greater conservation "benefit" from the 2 day a week schedule. Secondly, some reduction in non-irrigation consumption is certainly possible with lifestyle changes and fixture replacements, even if that reduction is not as large as on the irrigation side. Education and incentive programs would be essential in this regard.

Should the Council desire to adopt a new resolution implementing Drought Response Level B, allowing two day a week watering, staff recommends that the Council also provide direction regarding the implementation items described below.

- Return monthly status reports to the Council. If mandatory targets are not met, include a resolution for consideration which would modify the drought response level to Level C.
- Implement a broader, multi-media educational campaign. Described more fully below.
- Implement an aggressive enforcement program under which fines are issued under the current escalating schedule. Utilize software, at the earliest availability, to identify violators and enact targeted enforcement. Described more fully below.
- Return a budget amendment to Council for its consideration with an increase in expenditure for public education/outreach by $40,000 and to increase the conservation patrol staffing from 4 to 6 FTE ($45,000).

Car Washes in Level B

When it adopted the ordinance creating 5 drought response tiers, the Council specified that car washes not occurring within licensed car wash businesses would be prohibited during Response Level C or higher. One consequence of going to Level B restrictions, should the Council decide to do so, would be to allow charitable car washes to continue. If the Council desired to continue the prohibition it would need to direct staff to bring back a clean-up ordinance amendment that would prohibit car washes at any level when directed by a resolution of the Council.

Conservation - Implementation Programs

Most solutions to achieving the water reductions involve a variety of programs which can be seen as both the carrot and the stick. There is rarely a single faceted approach that is effective and palatable to the public. The City's current conservation efforts can be categorized as the following types of

provisions: education, incentives, and enforcement. Although each of these programs should be implemented regardless as part of the City's overall conservation effort, specific elements of each program may vary based on the where the City stands in comparison to its mandatory targets as well as the drought response level set by the City Council.

Education. In terms of public education and outreach, information on the water conservation and water restrictions have been placed in the monthly utility newsletter. Separately, a list of frequently asked questions "FAQ"s regarding the water restrictions has been mailed to every water customer. The FAQs have been posted on the City's web pages along with FAQ's on the proposed rates. Links to web-sites with water conservation tips and gray water usage information are also provided. The watering restrictions and conservation tips have also been posted on Facebook. We are anticipating placing public ads with Cinaspot at the theater and with the Hispanic radio station as well as providing ongoing news releases to the Tribune and Vida En El Valle (Spanish language newspaper). An online portal for customers to be able to see the information continually reported from their water meters is currently being pursued, but is anticipated to take eight to ten weeks until it is operational.

Incentives. There is $1 Million in revenue programmed for water conservation and rebates if the proposed water rates are adopted after the July 15th 218 Protest Hearing. These funds will incentivize customer conservation actions, such as retrofitting to low flow fixtures e.g. toilets, faucets, etc. and turf replacement, and other investments that will reduce the amount of water consumed. Staff is working on specific elements of the program and anticipates presenting a initial set of incentive opportunities to the Council at its July 15th meeting.

Enforcement. The adjacent chart shows this year's enforcement activity. The ratio of public contact/informal warnings versus written citations is about 3:1. There are four positions budgeted for the water Conservation program. Filling and retaining people has been difficult, and shifts are often filled with personnel on overtime. If the Council chooses to implement Level B, staff recommends that the enforcement efforts be intensified. This would occur with the addition of new staff, as well as shift from focusing on providing information to achieving conformance through the issuance of citations. The existing fee schedule for violations (1st - $75, 2nd - $200 , 3rd - $500) is not recommended to change.

Water Conservation Actions					
Type	January	February	March	April	May
Complaints	14	21	46	76	44
Contacts	133	127	218	88	63
Warnings	23	30	68	51	36
Citations	4	11	28	39	69

Potential For Individual Water Consumption Budgets/Targets

Another alternate approach to achieving reductions is to place customers on specific water consumption budgets. This approach allows water customers to manage where and when they use their allocation of water, or how they achieve their conservation target. Enforcement of the budgets would be achieved through significant fines for overages as has been implemented in other jurisdictions. Implementing this method has two problems. First not all customers are metered, which would create some inequities. Second, we currently do not have the means for the public to readily monitor their own consumption. While we currently can look up usage for individual accounts, it is not practical for staff to do so for all 13,000 customers. We anticipate having this capacity in eight to ten weeks, but it would likely not be available in time to satisfy the State. Therefore, we do not see using water budgets and fines as an initial methodology for reducing water consumption, but this could be considered in the future.

FINANCIAL IMPACT:

The expenses for implementing and administering enforcement issues occur within the Water Fund and would not have any impact on the General Fund. The forced reduction in consumption will reduce revenues from the portion of the fees that are based on the quantity of consumption. Reductions in revenues could result in the fund balance being reduced and/or maintenance and capital projects having to be delayed, causing increased deferred liabilities in the water system infrastructure. However, a 15% reduction has already been anticipated in the proposed new rates. The increased expenses for public education/outreach and additional enforcement personnel will be approximately $85,000. The revenues for this would come from the million dollars allocated for conservation and rebates in the proposed water rates.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of action Plan, but is not in conflict with it.

RESOLUTION NO. ____
A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ENACTING LEVEL B DROUGHT WATER RESTRICTIONS

WHEREAS, the Governor of the State of California has declared a State of Emergency to exist throughout the State of California due to severe drought conditions.

WHEREAS, on April 1, 2015, the Governor issued Executive Order B-29-15, which directed the State Water Resources Control Board (Water Board), to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016.

WHEREAS, these restrictions will require water suppliers to California's cities and towns to reduce usage by 25% as compared to the amount used in 2013.

WHEREAS, on April 7, 2015, the Water Board issued a Draft Regulatory Framework, which could require the City of Madera to reduce water usage by 32%.

WHEREAS, section 5-5.13 provides for the City Council to determine and enact a level of water restrictions that is needed to provide additional conservation measures to address the severity of the situations and achieve desired water conservation for the City, and

WHEREAS, the City Council did consider recommendations to enact Level B water restriction levels at its regular meeting on June 17, 2015, and determined Level B water restrictions to be appropriate for conservation of the City's water.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds orders and resolves as follows:

1 . The above recitals are true and correct.

2.Pursuant to Section 5-5.13 of the City of Madera Municipal Code, Drought Water Restriction Level B is hereby enacted.

3. This resolution is effective immediately.

****

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: June 17, 2015

Agenda Number: C-2

SUBJECT: Public Hearing to Consider a Resolution Adopting the Article XIIIB Appropriations Limit for Fiscal Year 2015-16.

RECOMMENDATION: After review and consideration of the information presented in this calculation, staff recommends adoption of the resolution that accompanies it.

SUMMARY: Each year, the City is required to prepare the Appropriations Limit calculation in accordance with Section 1.5 of Article XIIIB of the California Constitution.

This documentation supporting the computation of the limit has been made available to the public for review since May 26, 2015. Notices were posted on the agenda bulletin boards at the entrance to City Hall indicating that these documents were being made available for public inspection.

DISCUSSION: The calculation for the 2015-16 fiscal year has been completed using information contained in the proposed 2015-16 budget and the following factors for determining inflation and population growth. The inflation adjustment was made using the change in California Per Capita Income. The population change factor is based on the one-year change in the population of the City between January 1, 2014 and January 1, 2015.

FINANCIAL IMPACT: The Appropriations Limit for fiscal year 2015-16 has been computed to be $35,949,696 while appropriations subject to limitation have been computed to be $22,892,268 as shown on worksheet #1. This demonstrates that the City is using 64% of the allowed appropriation limit.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Adopting the Article XIIIB Appropriations Limit for the City is not addressed in the vision or action plans. The requested action is also not in conflict with any of the actions or goals contained in those plans.

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE APPROPRIATION LIMITATION FOR THE 2015-16 FISCAL YEAR

WHEREAS, Section 7910 of the California Government Code of the State of California provides that each year the governing body of each local jurisdiction shall, by resolution, establish its Appropriations Limit for the following fiscal year pursuant to Article XIIIB of the Constitution; and

WHEREAS, at least fifteen (15) days prior to such adoption, notice of the proposed adoption of the Appropriation Limitation and availability of the documentation used in making the determination of the Appropriation Limitation was given within the City, which sum and documentation has been available to the public in the office of the Director of Finance; and

WHEREAS, the City Council has received evidence regarding the Appropriations Limitation to be established for the City of Madera.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madera as follows:

1. The Appropriation Limit for the City of Madera for the 2015-16 fiscal year, as described in Article XIII B of the Constitution of the State of California and as determined pursuant to Sections 7900 to 7913 of the California Government Code is in the amount of THIRTY FIVE MILLION NINE HUNDRED FORTY-NINE THOUSAND SIX HUNDRED NINETY-SIX DOLLARS ($35,949,696). The Council declares that it used the percentage change in California per capita personal income from the preceding year to determine the change in the cost of living used in calculating this Appropriation Limitation.
2. The Council declares that it used the change in population within its jurisdiction to determine its change in population to be used in calculating this Appropriation Limitation.
3. This resolution is effective immediately upon adoption.

* * * * * * *

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #1
FOR THE 2015-16 FISCAL YEAR

		Reference Document
Proceeds of Taxes:	$ 22,892,268	Worksheet #2
Exclusions:	0	
Appropriations Subject to Limit:	$ 22,892,268	
Current Limit:	$ 35,949,696	Worksheet #3
Amount Over (Under) Limit:	$(13,057,428)	

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #2
FOR THE 2015-16 FISCAL YEAR
Summary of Tax Proceeds Revenue & Interest Allocation

	Non-Interest Revenues	Percent of Total	Interest Income Allocation	Total Tax Proceeds
General Fund				
Tax Proceeds Budgeted	$ 17,557,339	60.79%	$ 243,168	$ 17,800,507
Non Tax Proceeds Budgeted	11,323,668	39.21%	156,832	
Total Revenues Budgeted	$ 28,881,007	100.00%		
Total Interest Income Budgeted			$ 400,000	
Dial-a-Ride and Fixed Route Transit Systems				
Tax Proceeds Budgeted				780,905
Gas Tax:				
Tax Proceeds Budgeted				1,334,500
Measure A & Measure T:				
Tax Proceeds Budgeted				1,855,000
Local Transportation Allocations in Other Funds				
Tax Proceeds Budgeted				1,121,356
Total Tax Proceeds Budgeted:				$ 22,892,268

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #3
FOR THE 2015-16 FISCAL YEAR

A.	Last Year's Appropriations Limit (Unadjusted)				$ 34,111,858
B.	Adjustment Factors	% of Change	Factor	Source	
	1. Growth in City Population	1.51	1.0151	State Calculation	
	2. California Per Capita Personal Income Growth	3.82	1.0382	State Calculation	
	3. Adjustment Factor: (B1 x B2)				1.0539
C.	Annual Adjustment Dollars: (A x B3) - A				$ 1,837,838
D.	2015-16 Projected Appropriations Limit: (A + C)				$ 35,949,696

RECEIVED
City of Madera City Clerk
By: P Alvarez
Date: 6/2/15
Agenda: June 17, 2015
Item: D-1

Return to Agenda

MADERA CTC
Madera County Transportation Commission
2001 Howard Road, Suite 201
Madera, California 93637
Office: 559-675-0721 Fax: 559-675-9328
Website: www.maderactc.org

C: City Administrator
City Attorney
Comm. Dev. Dir.
Finance Dir.
City Engineer

May 22, 2015

Sonia Alvarez, City Clerk
City of Madera
205 W. 4th Street
Madera, California 93637

SUBJECT: 2015-16 MCTC Member Assessment Fees Schedule – Funding Request

Dear Ms. Alvarez:

The Madera County Transportation Commission Policy Board at its April 22, 2015 meeting authorized the MCTC staff to process the MCTC 2015-16 Member Assessment Fees Schedule – funding request to the local jurisdictions (City of Madera; City of Chowchilla; and County of Madera). The City of Madera's proportional amount requested is **$9,751**.

Background:

Recognizing the value of the Valley Voice programs, the San Joaquin Valley COGs Policy Council has continued to encourage staff to organize legislative visits to Sacramento and Washington D.C. The Valley Voice delegates discuss issues of Valley wide interest, including the Trade Corridors Plan/National Goods Movement Program; Air Quality Issues; Alternative Transportation Funding sources; Water Storage; and the Transportation Reauthorization bill.

Madera County's participation in the Valley Voice program is crucial to the Valley effort as it not only allows Madera a seat at the table, but also allows Madera to be seen and heard; especially recognizing that Madera is a self-help county allowing leveraging opportunities. The Valley Voice effort has been successful and the Madera County region has benefited by having our Federal and State representatives educated and informed on the transportation priorities of the Valley and Madera County. If the Policy Board had chosen not to participate, the disadvantage would be that Madera would lose a seat at the table with the other Valley Counties and would be unable to advocate for the Madera County projects included in the Valley transportation plans and studies being carried forward to the Congress and State Legislature. Unfortunately, there are no MCTC Federal or State funding sources that can be utilized for lobbying activities.

Request:

In order to actively participate in the Valley Voice programs, the MCTC Policy Board recommends continuing the MCTC Member Assessment Fees in the 2015-16 Budget process on a per capita basis in the amount of $23,817 to participate in the Valley wide Lobbying Activities.

Below is the 2015-16 MCTC Member Assessment Fees Schedule that identifies the proportional amount that each jurisdiction is requested to fund.

Proposed Member Assessment Fee Schedule

Annual Valley Voice Program Budget	$16,000
Prior fiscal year carryunder	$7,817
Amount Needed FY 2015-16	**$ 23,817**

Member	DOF (E-1) Population 05/01/14	Percent	Proportional Amount
Chowchilla	12,128	7.88%	$ 1,877
Madera	63,008	40.94%	$ 9,751
County	78,761	51.18%	$ 12,189
	153,897	100.00%	$ 23,817

History of Member Assessment Fees

	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
Chowchilla	$722	$722	$527	$599	$1,432	$1,482	$1,877
Madera	$3,763	$3,763	$2,644	$3,159	$7,414	$7,893	$9,751
County	$5,515	$5,515	$3,804	$4,000	$9,189	$9,746	$12,189
	$10,000	$10,000	$6,975	$7,758	$18,035	$19,121	$23,817
Actual Expenses	$6,975	$7,758	$15,010	$14,879	$25,852		
Carryover	-$3,025	-$2,242	$8,035	$7,121	$7,817		

Please include the MCTC's Policy Board's request on your next City of Madera Council agenda. If you have any questions regarding this matter, please call me at 675-0721 extension 13 or email me at patricia@maderactc.org.

Sincerely,



PATRICIA TAYLOR, Executive Director
Madera County Transportation Commission

cc: Keith Helmuth, City Engineer
Cleona Young

Return to Agenda

Agenda: June 17, 2015

Item: D-2

Presentation by Dr. John Fitzer on the State Center Community College

There is no report for this item. Presentation only.