



AGENDA
WATERFORD CITY COUNCIL - REGULAR MEETING
WATERFORD CITY HALL, CITY COUNCIL
CHAMBERS 101 "E" STREET, WATERFORD, CA

WATERFORD CITY COUNCIL REGULAR MEETING – August 17, 2023 - 6:30 PM

**CALL TO ORDER &
FLAG SALUTE:**

Mayor Goeken

INVOCATION:

Invocation

ROLL CALL:

Mayor: Charlie Goeken
Vice Mayor: Jill Kitchens
Council Members: Christine Harris, Jamie Hilton, Elizabeth Talbott

ADOPTION OF AGENDA:

A member of the City Council motions to accept the items on the agenda for consideration as presented, or motions for any additions, including emergency items, or items pulled from consideration.

CONFLICT OF INTEREST DECLARATION:

Declaration by City Council members who may have a direct Conflict of Interest on any scheduled agenda item to be considered.

1. PRESENTATIONS

2. COMMUNICATIONS FROM THE AUDIENCE

This is the portion of the meeting specifically set aside to invite public comments regarding any matters not appearing on the agenda and within the jurisdiction of the City Council or the Successor Agency. Individual audience participation is limited to a maximum of 5 minutes. We encourage you to share your name and address or submit a speaker card to the City Clerk.

3. ADOPTION OF CONSENT CALENDAR

All Matters listed under the Consent Calendar are considered routine by the Council and will be adopted by one action of the Council unless any Council Member desires to discuss any item or items separately. In that event, the Mayor will remove that item from the Consent Calendar and action will be considered separately.

3a: **MOTION:** Waiving all Readings of Ordinances and Resolutions, except by title.

3b: **RESOLUTION:** Resolution 2023-38, Approving the Warrant Register in the Amount of \$935,325.64 for the Period of August 3 to August 7, 2023.

3c: **MOTION:** Approving Minutes of the Regular City Council Meeting held August 3, 2023.

3d: MOTION: Accepting the Treasurer's Report for the Quarter Ended June 30, 2023.

4. **FINAL READINGS**

5. **PUBLIC HEARINGS**

6. **GENERAL BUSINESS**

6a: MOTION: Authorizing Staff to Prepare and Release a Request for Proposal (RFP) Soliciting Contractors for the Project No. 2023-09, "Skyline Boulevard Improvements". (Statzer)

6b: MOTION: Awarding Bid and Approving an Agreement with Rolfe Construction Inc., in the amount of \$2,195,939.00 for Project No. 2023-10, "Tim Bell Water and Sewer Project" and Authorizing the City Manager to Execute the Agreement. (Statzer)

7. **SUCCESSOR AGENCY TO THE FORMER WATERFORD REDEVELOPMENT AGENCY**

8. **INFORMATIONAL ITEMS**

8a: City Project List

9. **STAFF/COUNCIL COMMENTS AND MEETING REPORTS**

9a: City Staff

9b: City Council

10. **ADJOURNMENT / RECESS**

11. **CLOSED SESSION**

11a: CONFERENCE WITH REAL PROPERTY NEGOTIATIONS"
(Pursuant to Government Code Section 54956.8) – 109 E Street Sale

12. **REPORT OUT OF CLOSED SESSION**

NOTICE

REPORTS: Copies of the staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the office of the City Clerk. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at the front counter at City Hall during normal business hours.

COMMUNICATIONS FROM THE AUDIENCE: If you wish to address the City Council or the Successor Agency on any item not on the printed agenda, prior to the start of the meeting, or prior to addressing the City Council or the Successor Agency, complete and submit a speaker card and deliver it to the City Clerk. (Please note, speaker cards are not required, however completing a speaker card enables staff to better follow up with you later, if necessary and attribute your comments to you in the minutes of the meeting). When the Mayor calls for "Communications from the Audience," stand or raise your hand and the Mayor will ask you to approach the podium and state your name and city of residence. It is the policy of the City Council that they will not act on any matter not appearing on the posted agenda. The purpose of the discussion is to permit a member of the public to raise an issue or problem and to permit the City Council to ask questions for clarification of the issue or problem, provide information to the public, provide direction of the City Staff, or schedule the matter for a future meeting. Please hold all comments to five (5) minutes.

PUBLIC COMMENTS RELATED TO AN ITEM ON THE PRINTED AGENDA: Members of the public are entitled to directly address the City Council or the Successor Agency concerning any item that is described on the agenda during consideration of that item. If during a public hearing, the Mayor will direct when the hearing has opened for public comment. If you wish to address the City Council or the Successor Agency on any item listed on this agenda, please complete a speaker card and deliver it to the City Clerk prior to discussion of that item. (Please note, speaker cards are not required, however completing a speaker card enables staff to better follow up with you later, if necessary and attribute your comments to you in the minutes of the meeting.) When your name is called proceed to the podium and state your name and city of residence.

WRITTEN MATERIAL INTRODUCED INTO THE RECORD: Citizens wishing to introduce written material into the record at the public hearing on any item are requested to provide a copy of the written material to the City Clerk prior to the public hearing date and/or prior to the opening of the public hearing so that the material may be distributed to the City Council prior to the public hearing.

NOTICE REGARDING CHALLENGES TO DECISIONS: Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

LIVE AND ON-DEMAND VIDEO RECORDINGS OF THE CITY COUNCIL/SUCCESSOR AGENCY: The meeting of the Waterford City Council/Successor Agency can be watched live and on-demand from the City's website at www.cityofwaterford.org.

AMERICANS WITH DISABILITIES ACT (ADA): In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (209) 874-2328 ext. 101 or email: pkrause@cityofwaterford.org. Requests must be made as early as possible and at least two-full business days before the start of the meeting

General Information: The Waterford City Council meets on the 1st and 3rd Thursdays of each month at 6:30PM., unless otherwise noticed.

Council Agenda's: Copies of City Council Agenda and agenda related writings or documents will be made available for public inspection at the front counter at City Hall located at 101 "E" Street, Waterford, CA 72 hours prior to the meeting, or at the time of the scheduled meeting.



8/8/2023

Patricia Krause, CMC, City Clerk Date



Consent Calendar 3a

August 17, 2023

Patricia Krause, City Clerk / Administrative Services Director
City Council Staff Report

Motion: Waive Readings of Ordinances and Resolutions, Except by Title.

SUMMARY:

It is recommended that the City Council approve the waiver of readings of Ordinances and Resolutions, except by title.

ANALYSIS:

Pursuant to California Government Code §36934, approval of the waiver of readings will allow Ordinances and Resolutions to be introduced by title only and acted upon without the need to read the entire text of the item into the public record. The documents related to proposed Ordinances and Resolutions are available for review by the public on the City's website and in the City Clerk's office at City Hall.

FISCAL IMPACT:

N/A

ENVIRONMENTAL REVIEW:

N/A

ALTERNATIVES:

1. Direct the City Clerk to read the entire text of resolutions and ordinances prior to approval and adoption.
2. Take no action.

ATTACHMENTS:

N/A



Consent Calendar 3b

August 17, 2023

Patricia Krause, City Clerk / Administrative Services Director
City Council Staff Report

Resolution: Adopting Resolution 2023-38, Approving the Warrant Register in the Amount of \$935,325.64 for the Period of August 3 to August 7, 2023.

SUMMARY:

Consider approving the Warrant Register for the period of August 3 to August 7, 2023.

ANALYSIS:

As per Government Code Section §41004, a listing of all payments the City has made for goods and services need to be approved by City Council on a regular basis. This Warrant Register includes payments and payroll made for the period of August 3 to August 7, 2023.

FISCAL IMPACT:

Payments for this period total \$935,325.64.

ENVIRONMENTAL REVIEW:

N/A

ALTERNATIVES:

1. Take no action.
2. Provide staff with further direction.

ATTACHMENTS:

- Resolution #2023-38
- Check Register Report

WATERFORD CITY COUNCIL

RESOLUTION # 2023-38

	DATE	TOTAL	
PAYROLL			
	8/7/2023	\$	31,720.15
ACCOUNTS PAYABLE			
	8/3/2023	\$	887,545.99
	8/7/2023	\$	16,059.50
TOTAL		\$	935,325.64

The City of Waterford does hereby reserve, determine and order as follows:

SECTION 1: That in accordance with Section 37202 of the Government Code that the City Manager hereby certifies to the accuracy of the following demands and the availability of funds for the payment thereof.

SECTION 2: That the following claims and demands are subject to audit as required by law, and that the same are hereby set forth.

**Passed and Adopted by the City Council of Waterford at a regular meeting
held on August 17, 2023 By the following vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

PATRICIA KRAUSE, CMC, CITY CLERK

CHARLIE GOEKEN, MAYOR

Accounts Payable

Computer Check Proof List by Vendor

User: tina
 Printed: 08/03/2023 - 2:46PM
 Batch: 00001.08.2023



CITY OF WATERFORD
 PO BOX 199
 WATERFORD, CA. 95386
 209-874-2328

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 102200	ABS DIRECT, INC			Check Sequence: 1	ACH Enabled: False
132669	JULY STATEMENTS	357.31	08/03/2023	5050-700-7190	
132669	JULY STATEMENTS	89.32	08/03/2023	5070-800-7190	
132669	JULY STATEMENTS	357.31	08/03/2023	5071-800-7190	
132669	JULY STATEMENTS	89.33	08/03/2023	5072-800-7190	
132674	PAST DUE STATEMENTS - JUNE 2023	80.70	08/03/2023	5050-700-7190	
132674	PAST DUE STATEMENTS - JUNE 2023	20.18	08/03/2023	5070-800-7190	
132674	PAST DUE STATEMENTS - JUNE 2023	80.69	08/03/2023	5071-800-7190	
132674	PAST DUE STATEMENTS - JUNE 2023	20.18	08/03/2023	5072-800-7190	
MP-20230721	PREPAID POSTAGE	680.00	08/03/2023	5050-700-7540	
MP-20230721	PREPAID POSTAGE	170.00	08/03/2023	5070-800-7540	
MP-20230721	PREPAID POSTAGE	680.00	08/03/2023	5071-800-7540	
MP-20230721	PREPAID POSTAGE	170.00	08/03/2023	5072-800-7540	
	Check Total:	2,795.02			
Vendor: 110900	AT&T MOBILITY			Check Sequence: 2	ACH Enabled: False
X07242023	IPAD# 287880326939	44.09	08/03/2023	1010-110-7811	
	Check Total:	44.09			
Vendor: 105896	AYERA TECHNOLOGIES, INC.			Check Sequence: 3	ACH Enabled: False
485416	INTERNET- CITY HALL AUGUST	214.00	08/03/2023	1010-110-7811	
485512	INTERNET- WWTP AUGUST	84.00	08/03/2023	5050-700-7811	
	Check Total:	298.00			
Vendor: 106515	BOSS BUSINESS SYSTEMS INC			Check Sequence: 4	ACH Enabled: False
453119	COPIER LEASE - MAY	217.65	08/03/2023	1010-110-7510	
	Check Total:	217.65			
Vendor: 110800	CHUCK'S AUTO PARTS			Check Sequence: 5	ACH Enabled: False
901128	FUEL FILTER FOR FLAIL	58.24	08/03/2023	1010-580-7420	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
901515	VACTOR FLUID	30.18	08/03/2023	5050-700-7430	
	Check Total:	88.42			
Vendor: 115750	DISPLAY SALES COMPANY			Check Sequence: 6	ACH Enabled: False
INV-035781	FLAGS FOR PD & CITY HALL	133.91	08/03/2023	1010-210-7510	
INV-035781	FLAGS FOR PD & CITY HALL	133.91	08/03/2023	1010-110-7510	
	Check Total:	267.82			
Vendor: 116925	TINA ENVIA			Check Sequence: 7	ACH Enabled: False
300012355	CSFMO DUES - CHARTER MEETING DUES	35.00	08/03/2023	1010-110-7750	
300012355	CSFMO DUES - CHARTER MEETING DUES	125.00	08/03/2023	1010-110-7720	
	Check Total:	160.00			
Vendor: 120800	GEORGE REED, INC.			Check Sequence: 8	ACH Enabled: False
07282023	F STREET OVERLAY - PROGRESS #2	614,111.92	08/03/2023	6310-310-8286	
	Check Total:	614,111.92			
Vendor: 200786	GHD, INC.			Check Sequence: 9	ACH Enabled: False
380-0036303	YOSEMITE CORRIDOR STUDY THROUGH	16,248.21	08/03/2023	6310-310-8295	
	Check Total:	16,248.21			
Vendor: 200759	JARED STEELEY WATER & WASTEWATER MANAGEMENT			Check Sequence: 10	ACH Enabled: False
9989	WATER CONSULTING FEES - JULY 2023	1,707.40	08/03/2023	5070-800-7190	
9989	WATER CONSULTING FEES - JULY 2023	5,975.90	08/03/2023	5071-800-7190	
9989	WATER CONSULTING FEES - JULY 2023	853.70	08/03/2023	5072-800-7190	
	Check Total:	8,537.00			
Vendor: 138700	LINDE GAS & EQUIPMENT INC.			Check Sequence: 11	ACH Enabled: False
372262723	CYLINDER RENTAL - 6/20 TO 07/20/2023	42.27	08/03/2023	1010-310-7510	
	Check Total:	42.27			
Vendor: 131000	MCR ENGINEERING, INC.			Check Sequence: 12	ACH Enabled: False
18544	ENCROACHMENT PERMIT INSPECTION FC	260.00	08/03/2023	1010-430-7196	
18544	CALTRANS YOSEMITE ADA PROJECT	2,810.00	08/03/2023	2171-310-7190	
18544	YOSEMITE/HWY 132 & PASADENA SIGNAL	1,440.00	08/03/2023	6310-310-8293	
18544	F STREET PEDESTRIAN - CONSTRUCTION	6,210.00	08/03/2023	6310-310-8297	
18544	TIM BELL WATER & SEWER DESIGN	4,770.00	08/03/2023	5075-800-8022	
18544	F STREET RUBBERIZED OVERLAY - CM	8,139.36	08/03/2023	6310-310-8286	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
18544	PECAN & DORSEY CDBG IMPROVEMENTS	5,760.00	08/03/2023	2080-460-8290	
18544	SKYLINE IMPROVEMENTS	3,600.00	08/03/2023	6310-310-8298	
18544	WWTP ROAD RETAINING	10,000.00	08/03/2023	4350-700-7196	
	Check Total:	42,989.36			
Vendor: 131898	MID VALLEY IT			Check Sequence: 13	ACH Enabled: False
202142712	IRIS RICHARDS PC REPLACEMENT	496.38	08/03/2023	5050-700-7516	
202142712	IRIS RICHARDS PC REPLACEMENT	496.38	08/03/2023	5071-800-7516	
	Check Total:	992.76			
Vendor: 132724	JANE MOONEYHAM			Check Sequence: 14	ACH Enabled: False
07172023	CERTIFIED MAILING FOR NEIGHBORHOOD	25.68	08/03/2023	1010-110-7540	
	Check Total:	25.68			
Vendor: 136600	PG&E			Check Sequence: 15	ACH Enabled: False
07182023	SERVICE 06/16 THROUGH 07/18/2023	18.40	08/03/2023	1010-110-7820	
07182023	SERVICE 06/16 THROUGH 07/18/2023	8.60	08/03/2023	1010-310-7820	
07182023	SERVICE 06/16 THROUGH 07/18/2023	8.60	08/03/2023	1010-580-7820	
07182023	SERVICE 06/16 THROUGH 07/18/2023	24.25	08/03/2023	1010-210-7820	
07182023	SERVICE 06/16 THROUGH 07/18/2023	17.20	08/03/2023	1010-560-7820	
07182023	SERVICE 06/16 THROUGH 07/18/2023	8.93	08/03/2023	1010-550-7820	
	Check Total:	85.98			
Vendor: 130200	ROBBINS BROWNING GODWIN & MARCHINI LLP			Check Sequence: 16	ACH Enabled: False
69410	LEGAL SERVICES THROUGH 07/31/2023	3,728.74	08/03/2023	1010-110-7194	
69411	LEGAL SERVICES THROUGH 07/31/2023	67.50	08/03/2023	1010-110-7194	
69412	LEGAL SERVICES THROUGH 07/31/2023	225.00	08/03/2023	1010-110-7194	
	Check Total:	4,021.24			
Vendor: 143200	SIERRA AIRLESS REPAIR			Check Sequence: 17	ACH Enabled: False
15657	PAINT MACHINE SERVICE	225.14	08/03/2023	1010-310-7420	
15668	PAINT MACHINE REPAIRS	381.19	08/03/2023	1010-310-7420	
	Check Total:	606.33			
Vendor: 146900	STANISLAUS COUNTY SHERIFF			Check Sequence: 18	ACH Enabled: False
4554	CONTRACT SERVICES FOR JUNE 2023	189,098.22	08/03/2023	1010-210-7170	
	Check Total:	189,098.22			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 148501	STEAD BACKFLOW PREVENTION SERVICES			Check Sequence: 19	ACH Enabled: False
6055	BACKFLOW SERVICE	190.00	08/03/2023	5070-800-7420	
6055	BACKFLOW SERVICE	665.00	08/03/2023	5071-800-7420	
6055	BACKFLOW SERVICE	95.00	08/03/2023	5072-800-7420	
	Check Total:	950.00			
Vendor: 150500	THORSEN'S INC.			Check Sequence: 20	ACH Enabled: False
1137708	PD - REPAIR A/C	710.71	08/03/2023	1010-210-7410	
	Check Total:	710.71			
Vendor: 150567	TURLOCK IRRIGATION DISTRICT			Check Sequence: 21	ACH Enabled: False
07212023	HICKMAN POWER - 06/21 THROUGH 07/21/	1,725.76	08/03/2023	5072-800-7820	
	Check Total:	1,725.76			
Vendor: 200768	VALLEY WATER COLLABORATIVE			Check Sequence: 22	ACH Enabled: False
01162023d	WWTP - CONTRIBUTION FOR VWC ACTIV	2,748.81	08/03/2023	5050-700-7920	
	Check Total:	2,748.81			
Vendor: 157859	XCAST LABS, INC.			Check Sequence: 23	ACH Enabled: False
10887167	VOIP SERVICES FOR AUGUST	492.83	08/03/2023	1010-110-7810	
10887167	VOIP SERVICES FOR AUGUST	127.31	08/03/2023	1010-210-7810	
10887167	VOIP SERVICES FOR AUGUST	80.30	08/03/2023	5050-700-7810	
10887167	VOIP SERVICES FOR AUGUST	24.09	08/03/2023	5070-800-7810	
10887167	VOIP SERVICES FOR AUGUST	48.18	08/03/2023	5071-800-7810	
10887167	VOIP SERVICES FOR AUGUST	8.03	08/03/2023	5072-800-7810	
	Check Total:	780.74			
	Total for Check Run:	887,545.99			
	Total of Number of Checks:	23			

Payroll

ACH Check Register

User: 'Marissa'
Printed: 08/07/2023 - 10:53AM
Batch: 00007.08.2023
Include Partial: FALSE



CITY OF WATERFORD
PO BOX 199
WATERFORD, CA. 95386
209-874-2328

Check Date	Check Number	Employee No	Employee Name	Amount
08/07/2023	0	1002		629.79
08/07/2023	0	1006		704.56
08/07/2023	0	1008		2,170.74
08/07/2023	0	1017		708.54
08/07/2023	0	1018		1,353.80
08/07/2023	0	1019		652.09
08/07/2023	0	2004		58.23
08/07/2023	0	2005		2,523.39
08/07/2023	0	2006		3,069.03
08/07/2023	0	2010		810.13
08/07/2023	0	2012		2,095.16
08/07/2023	0	2020		3,812.96
08/07/2023	0	2024		1,851.60
08/07/2023	0	2028		1,779.22
08/07/2023	0	2030		1,783.45
08/07/2023	0	2031		2,360.71
08/07/2023	0	2032		2,236.12
08/07/2023	0	2033		1,266.82
08/07/2023	0	3002		135.20
08/07/2023	0	3010		124.47
08/07/2023	0	3012		126.62
08/07/2023	0	3013		126.62
08/07/2023	0	3014		126.62
Total Employees:			23	Total: 30,505.87

Payroll

Computer Check Register

User: Marissa
Printed: 08/07/2023 - 10:43AM
Batch: 00007.08.2023



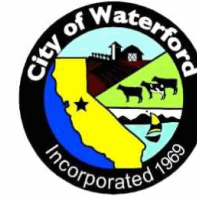
CITY OF WATERFORD
PO BOX 199
WATERFORD, CA. 95386
209-874-2328

Check No	Check Date	Employee Information	Amount
2466	08/07/2023	2034	1,214.28
Total Number of Employees:		1	
Total for Payroll Check Run:			1,214.28

Accounts Payable

Computer Check Proof List by Vendor

User: Marissa
 Printed: 08/07/2023 - 2:25PM
 Batch: 00007.08.2023



CITY OF WATERFORD
 PO BOX 199
 WATERFORD, CA. 95386
 209-874-2328

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 105201	BANK OF THE WEST (IRS TAXES)			Check Sequence: 1	ACH Enabled: True
	PR Batch 00031.07.2023 Medicare Employee Pc	-54.32	07/31/2023	1010-000-2240	PR Batch 00031.07.2023 Medicare Emplo
	PR Batch 00007.08.2023 Medicare Employee Pc	659.88	08/07/2023	1010-000-2240	PR Batch 00007.08.2023 Medicare Emplo
	PR Batch 00007.08.2023 Medicare Employer Po	659.88	08/07/2023	1010-000-2240	PR Batch 00007.08.2023 Medicare Emplo
	PR Batch 00031.07.2023 Medicare Employer Po	-54.32	07/31/2023	1010-000-2240	PR Batch 00031.07.2023 Medicare Emplo
	PR Batch 00007.08.2023 FICA Employee Portio	268.14	08/07/2023	1010-000-2240	PR Batch 00007.08.2023 FICA Employee
	PR Batch 00031.07.2023 FED TAX - KRAUSE	-327.25	07/31/2023	1010-000-2220	
	PR Batch 00007.08.2023 FICA Employer Portio	268.14	08/07/2023	1010-000-2240	PR Batch 00007.08.2023 FICA Employer I
	PR Batch 00007.08.2023 Federal Income Tax	4,173.87	08/07/2023	1010-000-2220	PR Batch 00007.08.2023 Federal Income T
	Check Total:	5,594.02			
Vendor: 108350	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT			Check Sequence: 2	ACH Enabled: True
	PR Batch 00007.08.2023 CALIFORNIA SDI	409.58	08/07/2023	1010-000-2260	PR Batch 00007.08.2023 CALIFORNIA S
	PR Batch 00031.07.2023 CALIFORNIA SDI - K	-33.71	07/31/2023	1010-000-2260	PR Batch 00031.07.2023 CALIFORNIA S
	PR Batch 00031.07.2023 STATE TAX - KRAUS	-126.25	07/31/2023	1010-000-2230	
	PR Batch 00007.08.2023 EDD TRAINING TAX	6.55	08/07/2023	1010-000-2260	PR Batch 00007.08.2023 EDD TRAININC
	PR Batch 00007.08.2023 STATE UNEMPLOYM	104.39	08/07/2023	1010-000-2260	PR Batch 00007.08.2023 STATE UNEMPI
	PR Batch 00007.08.2023 State Income Tax	1,257.10	08/07/2023	1010-000-2230	PR Batch 00007.08.2023 State Income Tax
	Check Total:	1,617.66			
Vendor: 154101	MISSION SQUARE - 303352			Check Sequence: 3	ACH Enabled: False
	PR Batch 00007.08.2023 DEFERRED COMP-4:	945.00	08/07/2023	1010-000-2280	PR Batch 00007.08.2023 DEFERRED CO
	PR Batch 00007.08.2023 457 LOAN REPAY	244.68	08/07/2023	1010-000-2280	PR Batch 00007.08.2023 457 LOAN REP/
	PR Batch 00007.08.2023 DEFERRED COMP 4:	950.77	08/07/2023	1010-000-2280	PR Batch 00007.08.2023 DEFERRED CO
	PR Batch 00007.08.2023 DEFERRED COM-45'	219.41	08/07/2023	1010-000-2285	PR Batch 00007.08.2023 DEFERRED CO
	Check Total:	2,359.86			
Vendor: 139400	PUBLIC EMPLOYEE RETIREMENT SYSTEM			Check Sequence: 4	ACH Enabled: True
	PR Batch 00031.07.2023 EMPLOYEE PERS CC	-299.69	07/31/2023	1010-000-2270	PR Batch 00031.07.2023 EMPLOYEE PEI
	PR Batch 00007.08.2023 EMPLOYEE PERS CC	3,173.16	08/07/2023	1010-000-2270	PR Batch 00007.08.2023 EMPLOYEE PEI
	PR Batch 00031.07.2023 EMPLOYER PAID PE	-499.72	07/31/2023	1010-000-2270	PR Batch 00031.07.2023 EMPLOYER PA

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	PR Batch 00007.08.2023 EMPLOYER PAID PE	3,700.81	08/07/2023	1010-000-2270	PR Batch 00007.08.2023 EMPLOYER PA
	Check Total:	6,074.56			
Vendor: 147925	FRANCHISE TAX BOARD STATE OF CALIFORNIA			Check Sequence: 5	ACH Enabled: False
	PR Batch 00007.08.2023 CA FRANCHISE TAX	178.00	08/07/2023	1010-000-2290	PR Batch 00007.08.2023 CA FRANCHISE
	Check Total:	178.00			
Vendor: 148050	STATIONARY ENGINEERS LOCAL 39			Check Sequence: 6	ACH Enabled: False
	PR Batch 00007.08.2023 UNION DUES	235.40	08/07/2023	1010-000-2290	PR Batch 00007.08.2023 UNION DUES
	Check Total:	235.40			
	Total for Check Run:	16,059.50			
	Total of Number of Checks:	6			



Consent Calendar 3c

August 17, 2023

Patricia Krause, City Clerk / Administrative Services Director
City Council Staff Report

Motion: Approving Minutes of the Regular City Council Meeting held August 3, 2023.

SUMMARY:

Consider approving minutes from the August 3, 2023 Regular City Council meeting.

ANALYSIS:

Approve Minutes of the Regular City Council Meeting held on August 3, 2023.

FISCAL IMPACT:

N/A

ENVIRONMENTAL REVIEW:

N/A

ALTERNATIVES:

1. Direct the City Clerk to make amendments to the minutes and bring them back for approval at a future City Council meeting.
2. Take no action.

ATTACHMENTS:

- City Council Regular Meeting Minutes of August 3, 2023.



MINUTES
WATERFORD CITY COUNCIL - REGULAR MEETING
WATERFORD CITY HALL, CITY COUNCIL
CHAMBERS 101 "E" STREET, WATERFORD, CA

WATERFORD CITY COUNCIL REGULAR MEETING – August 3, 2023 - 6:30 PM

MEETING CALLED TO ORDER BY MAYOR GOEKEN AT 6:30 PM

FLAG SALUTE: Mayor Goeken

INVOCATION: Pastor Pete Mar, Community Bible Church

ROLL CALL PRESENT:

Mayor Goeken
Vice Mayor Kitchens
Council Member Hilton
Council Member Talbott

ABSENT: Council Member Harris

STAFF PRESENT:

Michael Pitcock, City Manager
Marissa Martinez, Administrative Analyst/Deputy City Clerk
Lonnie Statzer, Public Works Superintendent
Corbett Browning, City Attorney
Michael Parker, Police Chief

ADOPTION OF AGENDA:

ACTION: By motion moved and seconded (CM Hilton / CM Talbott / 4-0) to adopt the Agenda.

AYES: Goeken, Hilton, Kitchens, Talbott

NAYS: None

ABSENT: Harris

ABSTAIN: None

Motion passed 4-0.

CONFLICT OF INTEREST DECLARATION:

None.

1. PRESENTATIONS

2. COMMUNICATIONS FROM THE AUDIENCE

This is the portion of the meeting specifically set aside to invite public comments regarding any matters not appearing on the agenda and within the jurisdiction of the City Council or the Successor Agency. Individual audience participation is limited to a maximum of 5 minutes. We encourage you to share your name and address or submit a speaker card to the City Clerk.

1. Maria Pulido – Interested in bringing a food truck into Waterford. City Manager, Mike Pitcock informed her, per the City's ordinance, food trucks are not allowed within the city. Mike suggested she leave her contact information to set up a meeting to discuss possible change of the ordinance in the future.
2. Jose Saldana – Voiced his opinion and suggested the City hire more employees in our Public Works department. Mr. Saldana also suggested updating some Public Works equipment.

3. **ADOPTION OF CONSENT CALENDAR**

All Matters listed under the Consent Calendar are considered routine by the Council and will be adopted by one action of the Council unless any Council Member desires to discuss any item or items separately. In that event, the Mayor will remove that item from the Consent Calendar and action will be considered separately.

- 3a: MOTION: Waiving all Readings of Ordinances and Resolutions, except by title.
- 3b: RESOLUTION: Resolution 2023-35, Approving the Warrant Register in the Amount of \$1,114,264.14 for the Period of July 10 to July 24, 2023.
- 3c: MOTION: Approving Minutes of the Regular City Council Meeting held July 6, 2023.
- 3d: MOTION: Approving the Reappointment of Holly Fielder to the Parks & Recreation Commission for an unfilled 2-Year Term Ending July 2025.
- 3e: MOTION: Approving the Appointment of Dan Clipper to the Parks & Recreation Commission, for an unfilled 2-Year Term Ending July 2025

ACTION: By motion moved and seconded (CM Hilton / CM Talbott / 4-0) to adopt the Consent Calendar.

AYES: Goeken, Hilton, Kitchens, Talbott

NAYS: None

ABSENT: Harris

ABSTAIN: None

Motion passed 4-0.

4. **FINAL READINGS**

5. **PUBLIC HEARINGS**

6. **GENERAL BUSINESS**

- 6a: MOTION: Authorizing the Release of a Request for Proposals for the Preparation of a Wastewater System Rate and Fee Study. (*Envia*)

ACTION: By motion moved and seconded (CM Talbott / CM Hilton / 4-0) to Authorize the Release of a Request for Proposals for the Preparation of a Wastewater System Rate and Fee Study.

AYES: Goeken, Hilton, Kitchens, Talbott
NAYS: None
ABSENT: Harris
ABSTAIN: None

Motion passed 4-0.

- 6b: **RESOLUTION:** Approving Resolution 2023-36, Accepting Improvements for Project No. 2022-03, "River Pointe Well 2 Rehab Project" and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus County Recorder's Office. (*Statzer*)

ACTION: By motion moved and seconded (CM Kitchens / CM Talbott / 4-0) Approving Resolution 2023-36, Accepting Improvements for Project No. 2022-03, "River Pointe Well 2 Rehab Project" and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus County Recorder's Office

AYES: Goeken, Hilton, Kitchens, Talbott
NAYS: None
ABSENT: Harris
ABSTAIN: None

Motion passed 4-0.

- 6c: **MOTION:** Rejecting all Bids for the Project No. 2023-08, "Western Ave., Pecan Ave, and Dorsey St. Improvements" due to Bid Irregularities and Authorizing the City Engineer to Re-Bid the project. (*Statzer*)

ACTION: By motion moved and seconded (CM Hilton / CM Kitchens / 4-0) Rejecting all Bids for the Project No. 2023-08, "Western Ave., Pecan Ave, and Dorsey St. Improvements" due to Bid Irregularities and Authorizing the City Engineer to Re-Bid the project.

AYES: Goeken, Hilton, Kitchens, Talbott
NAYS: None
ABSENT: Harris
ABSTAIN: None

Motion passed 4-0.

- 6d: **MOTION:** Accept the Parks & Recreation Commission Recommendation to promote a City Youth Basketball League and Provide Funding per the Proposed Budget. (*Statzer*)

ACTION: By motion moved and seconded (CM Hilton / CM Talbott / 4-0) To Accept the Parks & Recreation Commission Recommendation to promote a City Youth Basketball League and Provide Funding per the Proposed Budget.

AYES: Goeken, Hilton, Kitchens, Talbott
NAYS: None
ABSENT: Harris
ABSTAIN: None

Motion passed 4-0.

- 6e: **MOTION:** Accept the Parks & Recreation Commission Recommendation for City Parks Improvements and direct staff to develop a list of priority improvements based on Council funding direction. (*Statzer*)

ACTION: By motion moved and seconded (CM Kitchens / CM Hilton / 4-0) To Accept the Parks & Recreation Commission Recommendation for City Parks Improvements and direct staff to develop a list of priority improvements based on Council funding direction.

AYES: Goeken, Hilton, Kitchens, Talbott

NAYS: None
ABSENT: Harris
ABSTAIN: None

6f: **RESOLUTION:** Approving Resolution 2023-37, Adopting the one day Retail Vendor Application. (*Envia*)

ACTION: By motion moved and seconded (CM Talbott / CM Hilton / 4-0) Approving Resolution 2023-37, Adopting the one day Retail Vendor Application.

AYES: Goeken, Hilton, Kitchens, Talbott
NAYS: None
ABSENT: Harris
ABSTAIN: None

Motion passed 4-0.

7. **SUCCESSOR AGENCY TO THE FORMER WATERFORD REDEVELOPMENT AGENCY**

8. **INFORMATIONAL ITEMS**

8a: City Project List

9. **STAFF/COUNCIL COMMENTS AND MEETING REPORTS**

9a: City Staff

Michael Pitcock (City Manager) Hopes everyone is enjoying the drive on the updated roads. Reported road work is still being done.

Chief Michael Parker reported crime updates. He mentioned National Night Out was a success, there was a great turnout.

9b: City Council

Mayor Goeken Congratulation to Holly Fielder and Dan Clipper for the re-appointment and appointment as Parks & Recreation Commissioners.

Council Member Hilton Commented National Night Out was the best community turnout. Gave thank you to Love Waterford and the Sheriff's Department.

10. **ADJOURNMENT / RECESS**

ACTION: By motion moved and seconded (CM Talbott / CM Hilton / 4-0) to adjourn the meeting at 7:17pm.

AYES: Goeken, Hilton, Kitchens, Talbott
NAYS: None
ABSENT: Harris
ABSTAIN: None

Motion passed 4-0.

11. **CLOSED SESSION**

NOTICE

REPORTS: Copies of the staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the office of the City Clerk. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at the front counter at City Hall during normal business hours.

COMMUNICATIONS FROM THE AUDIENCE: If you wish to address the City Council or the Successor Agency on any item not on the printed agenda, prior to the start of the meeting, or prior to addressing the City Council or the Successor Agency, complete and submit a speaker card and deliver it to the City Clerk. (Please note, speaker cards are not required, however completing a speaker card enables staff to better follow up with you later, if necessary and attribute your comments to you in the minutes of the meeting). When the Mayor calls for "Communications from the Audience," stand or raise your hand and the Mayor will ask you to approach the podium and state your name and city of residence. It is the policy of the City Council that they will not act on any matter not appearing on the posted agenda. The purpose of the discussion is to permit a member of the public to raise an issue or problem and to permit the City Council to ask questions for clarification of the issue or problem, provide information to the public, provide direction of the City Staff, or schedule the matter for a future meeting. Please hold all comments to five (5) minutes.

PUBLIC COMMENTS RELATED TO AN ITEM ON THE PRINTED AGENDA: Members of the public are entitled to directly address the City Council or the Successor Agency concerning any item that is described on the agenda during consideration of that item. If during a public hearing, the Mayor will direct when the hearing has opened for public comment. If you wish to address the City Council or the Successor Agency on any item listed on this agenda, please complete a speaker card and deliver it to the City Clerk prior to discussion of that item. (Please note, speaker cards are not required, however completing a speaker card enables staff to better follow up with you later, if necessary and attribute your comments to you in the minutes of the meeting.) When your name is called proceed to the podium and state your name and city of residence.

WRITTEN MATERIAL INTRODUCED INTO THE RECORD: Citizens wishing to introduce written material into the record at the public hearing on any item are requested to provide a copy of the written material to the City Clerk prior to the public hearing date and/or prior to the opening of the public hearing so that the material may be distributed to the City Council prior to the public hearing.

NOTICE REGARDING CHALLENGES TO DECISIONS: Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

LIVE AND ON-DEMAND VIDEO RECORDINGS OF THE CITY COUNCIL/SUCCESSOR AGENCY: The meeting of the Waterford City Council/Successor Agency can be watched live and on-demand from the City's website at www.cityofwaterford.org.

AMERICANS WITH DISABILITIES ACT (ADA): In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (209) 874-2328 ext. 101 or email: pkrause@cityofwaterford.org. Requests must be made as early as possible and at least two-full business days before the start of the meeting

General Information: The Waterford City Council meets on the 1st and 3rd Thursdays of each month at 6:30PM., unless otherwise noticed.

Council Agenda's: Copies of City Council Agenda and agenda related writings or documents will be made available for public inspection at the front counter at City Hall located at 101 "E" Street, Waterford, CA 72 hours prior to the meeting, or at the time of the scheduled meeting.



8/8/2023

Patricia Krause, CMC, City Clerk Date



Consent Item 3d

August 17, 2023

Tina Envia, Finance Manager
City Council Staff Report

Motion: Accepting the Treasurer's Report for the Quarter Ended June 30, 2023.

SUMMARY:

Accept the Treasurer's Report for the Quarter that ended June 30, 2023. The report is provided for informational purposes to keep the City Council informed as to the nature of the City's investments and cash position.

ANALYSIS:

The City Treasurer is required to report quarterly to the City Council on the status of the cash and investments held by the City of Waterford. Attached is the report for the quarter ended June 30, 2023. Total cash and investments held by the City at June 30, 2023 totaled \$11,229,286. The attached report details these amounts by account and Fund. The current investments held by the City of Waterford are in compliance with the Investment Policy and the City has sufficient cash flow to meet the City's expected expenditures for the next six months.

FISCAL IMPACT:

The report is a disclosure of the cash and investments balance as of June 30, 2023

ENVIRONMENTAL REVIEW:

N/A

ALTERNATIVES:

1. Do not accept the Treasurer's Report. This is not recommended, as Section 53646 of the California Government Code states the Treasurer or Chief Fiscal Officer shall render a report to the City Council and City Manager, at least quarterly, detailing information on all securities, investments and moneys of the City.
2. Provide direction to Staff.
3. Accept the Treasurers Report as presented.

ATTACHMENTS:

- Treasurer's Quarterly Report for the quarter ended June 30, 2023



Prepared By: *Tina Envia*
Finance Manager

TREASURER'S QUARTERLY REPORT
June 30, 2023

FINANCIAL INSTITUTION	YIELD	PORTFOLIO PERCENT	Interest Earned for the Quarter	Current Balance	Prior Quarter Balance
Bank of the West - Checking	0.00%	46.94%	\$ -	\$ 5,271,555	\$ 5,137,778
Bank of the West - Payroll	0.00%	0.00%	\$ -	\$ 27	\$ 112
Chandler Asset Management CSJVRMA Investment Pool	1.60%	15.50%	\$ 7,234	\$ 1,740,552	\$ 1,733,318
State of California - LAIF Funds (PFA)	3.01%	0.65%	\$ 491	\$ 73,335	\$ 72,844
State of California - LAIF Funds (City)	3.01%	29.41%	\$ 22,108	\$ 3,302,314	\$ 3,280,206
Investments - Bank of the West	SEE DETAIL	7.49%	\$ 4,041	\$ 841,503	\$ 837,462
TOTAL FOR THE CITY OF WATERFORD		<u>100%</u>	<u>\$ 33,874</u>	<u>\$ 11,229,286</u>	<u>\$ 11,061,720</u>

The current investments held by the City of Waterford are in compliance with the Investment Policy and the City has sufficient cash flow to meet the City's expected expenditures for the next six months. The current balance represents the market value of the investments for all accounts except for the Investments - Bank of the West which are reflected at cost. Supplemental information is provided concerning the market value of that account.

City of Waterford
Detail Listing of Investments Bank of the West

June 30, 2023

Investment	CUSIP	Investment Type	Par Value	Purchase Price	Date Purchased	Market Value	Maturity Date	Call Date	Interest Rate	Estimated Yield
Los Angeles County PUB WKS 5.0%	54473EQF4	Municipal Bonds	60,000.00	64,903	3/23/2022	60,483	12/1/2023		5.00%	4.75%
Nevada Irr Dist JT Powers 5.0%	641322BJO	Municipal Bonds	65,000.00	69,878	3/23/2022	65,775	3/1/2024		5.00%	4.72%
Microsoft Fixed Rate 3.625%	594918AW4	Corporate Bonds	200,000.00	209,310	3/23/2022	198,814	12/15/2023		3.63%	3.53%
Alphabet Inc Fxd Rt 3.375%	02079KAB3	Corporate Bonds	165,000.00	171,277	3/23/2022	162,905	2/25/2024		3.38%	3.30%
Chevron Corp Fixed Rate 2.895%	166764-BT-6	Corporate Bonds	100,000.00	103,525	9/1/2017	98,254	3/3/2024		2.90%	2.74%
Total Investments - Book Value				618,893		586,231				
Money Market Account				222,610		222,610				
				<u>841,503</u>		<u>808,841</u>				

City of Waterford
Cash Balance By Fund
Treasurers Report 6-30-2023

Fund Number	Fund Description	General/Investments Balance	Payroll Balance	Laif WPFA	Total
1010	General Fund	5,245,595	26		5,245,621
2005	Special Business Pilot Program	108,013			108,013
2010	Abandoned Vehicle Abatement	18,520			18,520
2030	CDBG Rehab Grant	0			0
2050	Gas Tax	383,047			383,047
2060	Housing Rehab Loans	0			0
2070	HCD Home Program	348,117			348,117
2080	CDBG Consortium	4,309			4,309
2091	Impact Fee Admin/Planning	29,445			29,445
2092	Impact Fee City Facilities	1,047			1,047
2093	Impact Fee Water	0			0
2100	Impact Fees Due to County	0			0
2110	Impact Fee Drainage	5,915			5,915
2121	Impact Fee Sewer Collection	39,807			39,807
2131	Impact Fee Parks and Rec	207,897			207,897
2151	Impact Fee Police	0			0
2170	Impact Fee Public Works	0			0
2171	Impact Fee Traffic	787,294			787,294
2191	Impact Fee Wastewater	374,706			374,706
2210	Lighting Landscaping District	26,649			26,649
2230	Lighting District	114,148			114,148
2240	CFD 2019-1	8,835			8,835
2270	Local Transportation Fund	20,837			20,837
2330	RDA Obligation Retirement Fund	7,814			7,814
4350	Wastewater Improvements (1)	(146,419)			(146,419)
5050	Wastewater Treatment Plant	816,796			816,796
5070	Riverpoint Water System	101,460			101,460
5071	Waterford Water System	1,239,818			1,239,818
5072	Hickman Water System	82,272			82,272
5075	Waterford Water CIP	306,037			306,037
5076	Hickman Water CIP (1)	(56,914)			(56,914)
5090	Waterford Public Financing Authority	300,765		73,335	374,100
6310	CIP Streets	141,923			141,923
6320	CIP Streets Measure L	733,927			733,927
6580	CIP Parks (2)	(95,735)			(95,735)
		<u>\$ 11,155,925</u>	<u>\$ 26</u>	<u>\$ 73,335</u>	<u>\$ 11,229,286</u>

(1) Operations will offset shortfalls in CIP reserves.

(2) Grant funds are pending to cover the deficit.

From Summary: \$ 11,229,286

Difference \$ -



General Business 6a

August 17, 2023

Lonnie Statzer Public Works Superintendent
City Council Staff Report

Motion: Authorizing Staff to Prepare and Release a Request for Proposal (RFP) Soliciting Contractors for the Project No. 2023-09, "Skyline Boulevard Improvements"

SUMMARY:

Staff is requesting authorization to prepare and release a Request for Proposal (RFP) from contractors for the "Skyline Boulevard Improvements."

ANALYSIS:

This project is located on Skyline Boulevard between 250 feet west of Bentley Street to Yosemite Boulevard (SR132). Skyline Boulevard over the years has become very dilapidated, with some areas of asphalt almost gone. The reconstruction of this section of road will provide a nice, uniformed look connecting this project to where our previous road rehabilitation projects have ended. The reconstruction of this road will also provide a great route of travel thru this part of our City for our residents.

This project will include pavement reconstruction and stripping. All proposed improvements are within the City's right-of-way.

FISCAL IMPACT:

The engineer's estimate for this project is \$333,000.

Funding Source	Line Code	Funding Amount
STBGP	6310-310-8298	\$439,000

ENVIRONMENTAL REVIEW:

This project is categorically exempted according to Title 14, Chapter 3, Article 19 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA), in accordance with Section 15301 "Existing Facilities."

ALTERNATIVES:

1. Council could choose not to move forward with these improvements and direct staff to use these funds towards another improvement project.

ATTACHMENTS:

- Bid Authorization Request Summary
- Sample Agreement
- Location Map



BID AUTHORIZATION REQUEST SUMMARY

Project Name: Skyline Boulevard Improvements

Proposed Advertisement Date: August 18, 2023

Proposed Bid Date: September 20, 2023

Estimated Construction Schedule: October 9 – November 7, 2023

Engineer's Estimate: \$333,000

Funding Sources: CDBG

Project Location:

This project is located on Skyline Boulevard between west of Bentley Street to Yosemite Boulevard (SR132).

Project Description:

This project will include pavement reconstruction and striping. All proposed improvements are within the City's right-of-way.

**A G R E E M E N T
FOR
PUBLIC IMPROVEMENT
PROJECT NO. 2023-09
“SKYLINE BOULEVARD IMPROVEMENTS”**

THIS AGREEMENT, is entered between the CITY OF WATERFORD, a Municipal Corporation, herein called "City", and , herein called "Contractor", on

RECITALS

- (a) City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided, and execution of this Agreement.
- (b) A notice was duly published for bids for the contract for the improvement hereinafter described.
- (c) On August 3, 2023, after notice duly given, the City Council of said City awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.
- (d) City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. Scope of Work:

Contractor shall perform the work described briefly as follows:

All work as specified on the Plans and in the Special Provisions, dated August, 2023 for the project, Skyline Boulevard Improvements
The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, previously provided to Contractor, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

The complete contract consists of the following documents: This Agreement, the notice to contractors, the Contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, faithful performance bond and labor and materials bond and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a satisfactory and acceptable manner. The Current Edition of the "City of Waterford Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

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

3. Schedule:

All work shall be performed in accordance with the schedule provided by City Engineer, and under his direction.

4. Equipment & Performance of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for

"Community Center Remodel"

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval, of the City Engineer of said City, or his designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above

agreed to be done, the sum of:_____ Cents (\$_____). Said price is determined by the unit prices contained in Contractor's bid. In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials will be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

6. Time for Performance:

The time fixed for the commencement of such work is ten (10) calendar days after the "Notice to Proceed" has been issued. The work on this project shall be completed on or before Thirty (30) calendar days after the date of the "Notice to Proceed".

7. Rights of City to Increase Working Days:

If such work is not completed within such time, the City Council shall have the right to increase the number of working days in the amount it may determine will best serve the interests of the City, and if it desires to increase said number of working days, it shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Clerk, addressed to the City Council. In this connection, it is understood that the City Clerk shall not transmit any such request to the City Council if not filed within the time herein prescribed.

8. Option of City to Terminate Agreement in Event of Failure to Complete Work:

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will insure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this Agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this Agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory

arrangements for the correction thereof made, this Agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. Liquidated Damages:

In the event Contractor for any reason shall have failed to perform the work herein specified within the time herein required and to the satisfaction of the City Engineer, City may, in lieu of any other of its rights authorized by paragraph 8 of this Agreement, deduct from payments or credits due Contractor after such breach, a sum equal to one thousand (\$1,000) Dollars as liquidated damages for each calendar day beyond the date herein provided for the completion of such work.

10. Performance by Sureties:

In the event of any termination as herein-before provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the Agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the Sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefore.

11. Disputes Pertaining to Payment for Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance with Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

13. Superintendence by Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. Inspection by City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. Extra and/or Additional Work and Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such propose, shall be accepted in writing by Contractor and Contractor's surety.

16. Inspection and Testing of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same, as required by the City.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement.

Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

17. Permits and Care of the Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this Agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work

performed until completion and final acceptance.

18. Other Contracts:

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

19. Payments to Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof.

20. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City Manager.

21. Indemnity:

Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

22. Contractor's Insurance:

(a) Minimum Limits of Insurance

(1) **General Liability**

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. A combination of a general liability policy and excess liability policies may be utilized to achieve these limits. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(2) Auto Liability

Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident.

(3) Workers' Compensation

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(b) Deductibles and Self-Insured Retention:

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible for self-insured retention as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall post a security (including but not limited to cash, letter of credit, etc.) guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(c) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage

- (a) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- (b) The Contractor's insurance shall apply separately to each insured against whom claim is made for suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverage:

- (a) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- (b) The Contractor shall require the subcontractors, if any, to take out and maintain similar Commercial General Liability and Property Damage Insurance.
- (c) In case any of the work under this Contract is to be performed on, or at, the site of the project by the subcontractor, the contractor shall take out and maintain such contractor's Contingent or Protective Insurance as will protect him, the Owner, and the Engineer from damage claims arising from the operations of any subcontractor.

(d) Acceptability of Insurer:

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same are not satisfactory to the City, the Contractor shall furnish other policies or certificates in form and amount, and with companies satisfactory to the City. The Contractor shall not cause any policies to be canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City stating when, not less than ten (10) days thereafter, such

cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The Contractor shall furnish to the City at the date of delivering the signed contracts and bonds, certificates or riders duly executed on behalf of the surety company, certifying as to the amounts of insurance carried, and providing for the coverage therein of the City, its officers, agents, and employees, within all risks arising out of the project.

23. Proof of Carriage of Insurance:

Contractor shall furnish City on City Forms, through the City Engineer, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and that each carrier shall give City at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

24. Wages & Hours of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this Agreement shall be the current prevailing scale of wages determined by the U.S. Secretary of Labor for the community and on file with the City Engineer.

The Contractor shall forfeit as penalty to the City, Twenty-Five Dollars (\$25) to be paid to the City of Waterford for each workman employed in the execution of this Agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

25. Emergency - Additional Time for Performance - Procurement of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, contractor is through no fault of the contractor, unable to perform this Agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

- (a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this Agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and

give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this Agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this Agreement. Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

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

If this Agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Agreement may have been suspended, as hereinabove provided, City Council may further suspend this Agreement, or either party hereto may, without incurring any liability, elect to declare this Agreement terminated upon the ground of impossibility of performance. In the event City declares this Agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Agreement rate for such portion of the Agreement as may have been performed, or

- (d) City may terminate this Agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this Agreement shall be terminated upon receipt by Contractor of such notice. In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

26. Provisions Cumulative:

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

27. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

CITY MANAGER, CITY OF WATERFORD, P. O. BOX 199, WATERFORD, CA 95386

Notices required to be given to Contractor shall be addressed as follows:

-

Notices required to be given sureties of Contractor shall be addressed as follows:

City of Waterford
101 E. Street
Waterford, Ca 95386
Phone 209-874-2328
Fax 209-874-9656

28. Interpretation:

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

29. Anti-Trust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning anti-trust claims.

IN WITNESS WHEREOF, four identical counterparts of this Agreement, consisting of a total of 12 pages, each of which counterparts shall for all purposes be deemed an original of said Agreement, have been duly executed by the parties hereinabove named, on the day and year first hereinabove written.

(Attach Contractor's
Notary Seal here)

By: _____
Contractor

Address: _____

Phone: _____

Federal Tax ID #

OR

Social Security #

CITY OF WATERFORD,
A MUNICIPAL CORPORATION

By: _____
Michael G. Pitcock, City Manager

APPROVED AS TO FORM:

By: _____
Corbett Browning, City Attorney

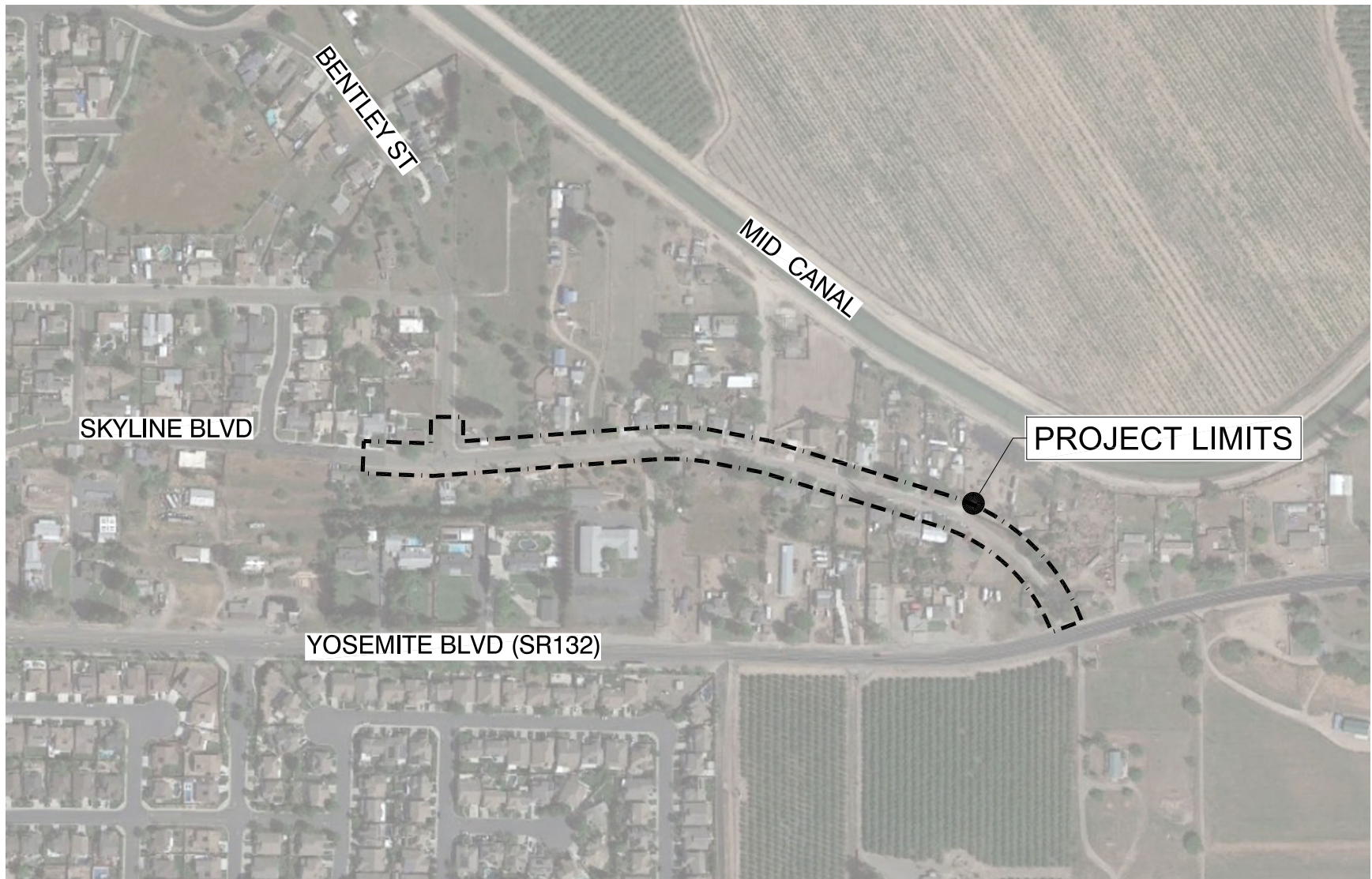
APPROVED AS TO SUFFICIENCY:

MCR ENGINEERING

By: _____
Rob Marler, City Engineer

ATTEST:

By: _____
Patricia Krause, City Clerk



FOOTPRINT MAP

SKYLINE BLVD. IMPROVEMENTS

WATERFORD, CA

DATE: JULY, 2023



MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL : (209) 239-6229
FAX : (209) 239-8839



General Business 6b

August 17, 2023

Lonnie Statzer Public Works Superintendent
City Council Staff Report

Motion: Awarding Bid and Approving an Agreement with Rolfe Construction Inc, in the Amount of \$2,195,939.00 for Project No. 2023-10, “Tim Bell Water and Sewer Project” and Authorizing the City Manager to Execute the Agreement.

SUMMARY:

The City Council is being asked to award the bid and approve an agreement with Rolfe Construction Inc, in the amount of \$2,195,939.00 for Project No. 2023-10 “Tim Bell Water and Sewer Project” and authorizing the City Manager to execute the agreement.

ANALYSIS:

Project location will be from S. Tim Bell and Yosemite Blvd (SR132) to N. Tim Bell and Vineyard. This area known as the Lake Pointe Master Plan cannot be developed until we can get utilities out to the Vineyard location. The project will extend city utilities to the master plan area, and it will consist of installing sewer force main and water main, jack and bore steel casing under two separate canals, and trench patch paving. All improvements including items not specifically detailed herein will be installed by the contractor as required by the plans, Standard Specifications and Special Provisions.

On August 1, 2023, The City received 7 bids:

Bid	Company	City and State	Bid Amount
1.	Rolfe Construction Inc.	Atwater, CA 95301	\$2,195,939.00
2.	D.A. Wood Construction, Inc.	Oakdale, CA 95361	\$2,361,477.00
3.	Knife River Construction	Stockton, CA 95206	\$2,465,185.00
4.	United Pavement Maintenance Inc.	Hughson, CA 94551	\$2,508,981.44
5.	Mid Cal Pipeline Utilities, Inc.	Merced, CA 95344	\$2,554,737.00
6.	Mountain Cascade, Inc.	Livermore, CA 94551	\$3,496,990.00
7.	ARB, INC.	Pittsburg, CA 94565	\$3,695,411.00

FISCAL IMPACT

Funding for this project will come from ARPA, Sewer and Water Funds identified in the fiscal year 2023/2024 budget.

The project budget is as follows:

Expenses (***Budget Line Code 4350-700-8300 & 5075-800-8022***)

Total Project Cost	Construction Contract	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$2,635,126.80	\$2,195,939.00	\$219,593.90	\$109,796.95	\$109,796.95

Funding Source:

Funding Title	Funding Required	Budget Number
Water Funds	\$1,829,268.00	5075-800-8022
Sewer Funds	\$457,317.00	4350-700-8300
	Total	\$2,286,585.00

*Adjustments will be made at mid-year to cover the total cost of the project. Funding is available from sewer and water reserves.

ENVIRONMENTAL REVIEW:

This project is categorically exempted according to Title 14, Chapter 3, Article 19 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA), in accordance with Section 15301 "Existing Facilities."

ALTERNATIVES:

1. Council could choose to not award the "Tim Bell Water and Sewer Project". Staff does not recommend this as ARPA funding is available for this project.

ATTACHMENTS:

- Notice of Award
- Agreement
- Bid Log

NOTICE OF AWARD

Description of Work: **TIM BELL WATER AND SEWER PROJECT**

To Rolfe Construction, Inc _____
(Contractor)

3573 Southern Pacific Ave _____
(Address)

Atwater, CA 95301 _____
(City, State, Zip)

The **City of Waterford, (Owner)**, represented by the undersigned has considered the proposal submitted by you for the above-described work in response to its Notice to Contractors dated August 17, 2023.

It appears that it is to the best interest of said **Owner** to accept your Proposal in the amount of \$Two Million, One Hundred and Ninety-Five Thousand, Nine Hundred and Thirty-Nine Dollars _____
(written description of contract amount)

(\$2,195,939.00) you are hereby notified that your Proposal has been accepted.

If you fail to execute said contract and to furnish bonds and certificates within **14 calendar days** from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this 17th day of August, 2023.

OWNER: City of Waterford

By _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

This _____ day of _____, 20__

By _____

Title: _____

NOTICE TO PROCEED

Description of Work: **TIM BELL WATER AND SEWER PROJECT**

To _____
(Contractor)

(Address)

(City, State, Zip)

You are hereby given Notice to Proceed with the construction of the above referenced project. This notice

Given this ____ day of _____, 20__, begins the **30 days** construction period for this project, and unless amended as provided for in the specifications, work shall be completed by the ____ day of _____, 20__.

Work required beyond the established date of completion for this project will be assessed liquidated damages at the rate of **\$ 1,000.00 per day** in conformance with the specifications.

OWNER: City of Waterford

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

This ____ day of _____, 20__

By _____

By _____

Title: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

and _____ as Surety,

are held firmly bound unto _____

hereinafter called "Owner", in the sum of _____

_____ dollars,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said Owner to perform and furnish all work as specified or indicated in the Contract Documents entitled _____

NOW, THEREFORE, if said Contractor, his subcontractors, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, all as required by the provisions of Title XV, Chapter 7, Sections 3247-3252 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, equipment or other supplies, appliances or power used in, upon, for or about performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring implements r machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

**PAYMENT BOND
(CONTINUED)**

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changed in the time of completion, which may be made pursuant to the terms of said Contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20 ____.

(Contractor's Seal)

(Surety Seal)

By: _____
(Signature)

(Address & Telephone Number)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

and _____ as Surety,

are held firmly bound unto _____

hereinafter called "Owner", in the sum of _____

_____ dollars,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said Owner to perform and furnish all work as specified or indicated in the Contract Documents entitled _____

NOW THEREFORE, if said Contractor shall perform all the requirements of said Contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changed in the time of completion, which may be made pursuant to the terms of said Contract, shall not in any way release said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20 ____.

(Contractor's Seal)

(Surety Seal)

By: _____
(Signature)

(Address & Telephone Number)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**A G R E E M E N T
FOR
PUBLIC IMPROVEMENT
PROJECT NO. 2023-10
“TIM BELL WATER AND SEWER PROJECT”**

THIS AGREEMENT, is entered between the CITY OF WATERFORD, a Municipal Corporation, herein called "City", and Rolfe Construction, Inc herein called "Contractor", on **August 17, 2023**.

RECITALS

- (a) City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided, and execution of this Agreement.
- (b) A notice was duly published for bids for the contract for the improvement hereinafter described.
- (c) On August 17, 2023, after notice duly given, the City Council of said City awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.
- (d) City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. Scope of Work:

Contractor shall perform the work described briefly as follows:

All work as specified on the Plans and in the Special Provisions, dated August, 2023 for the project, Tim Bell Water and Sewer Project
The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, previously provided to Contractor, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

The complete contract consists of the following documents: This Agreement, the notice to contractors, the Contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, faithful performance bond and labor and materials bond and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a satisfactory and acceptable manner. The Current Edition of the "City of Waterford Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

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

3. Schedule:

All work shall be performed in accordance with the schedule provided by City Engineer, and under his direction.

4. Equipment & Performance of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for

"Community Center Remodel"

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval, of the City Engineer of said City, or his designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above

agreed to be done, the sum of: \$Two million One Hundred and Ninety-Five Thousand, Nine Hundred and Thirty-Nine dollars (\$2,195,939.00). Said price is determined by the unit prices contained in Contractor's bid. In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials will be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

6. Time for Performance:

The time fixed for the commencement of such work is ten (10) calendar days after the "Notice to Proceed" has been issued. The work on this project shall be completed on or before One Hundred and Twenty (120) calendar days after the date of the "Notice to Proceed".

7. Rights of City to Increase Working Days:

If such work is not completed within such time, the City Council shall have the right to increase the number of working days in the amount it may determine will best serve the interests of the City, and if it desires to increase said number of working days, it shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Clerk, addressed to the City Council. In this connection, it is understood that the City Clerk shall not transmit any such request to the City Council if not filed within the time herein prescribed.

8. Option of City to Terminate Agreement in Event of Failure to Complete Work:

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will insure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this Agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's

sureties of its intention to terminate this Agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this Agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. Liquidated Damages:

In the event Contractor for any reason shall have failed to perform the work herein specified within the time herein required and to the satisfaction of the City Engineer, City may, in lieu of any other of its rights authorized by paragraph 8 of this Agreement, deduct from payments or credits due Contractor after such breach, a sum equal to one thousand (\$1,000) Dollars as liquidated damages for each calendar day beyond the date herein provided for the completion of such work.

10. Performance by Sureties:

In the event of any termination as herein-before provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the Agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the Sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefore.

11. Disputes Pertaining to Payment for Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance with Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

13. Superintendence by Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. Inspection by City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. Extra and/or Additional Work and Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such propose, shall be accepted in writing by Contractor and Contractor's surety.

16. Inspection and Testing of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same, as required by the City.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement.

Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

17. Permits and Care of the Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this Agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations

conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

18. Other Contracts:

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

19. Payments to Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof.

20. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City Manager.

21. Indemnity:

Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

22. Contractor's Insurance:

(a) Minimum Limits of Insurance

(1) General Liability

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. A combination of a general liability policy and excess liability policies may be utilized to achieve these limits. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(2) Auto Liability

Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident.

(3) Workers' Compensation

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(b) Deductibles and Self-Insured Retention:

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible for self-insured retention as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall post a security (including but not limited to cash, letter of credit, etc.) guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(c) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage

- (a) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- (b) The Contractor's insurance shall apply separately to each insured against whom claim is made for suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverage:

- (a) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- (b) The Contractor shall require the subcontractors, if any, to take out and maintain similar Commercial General Liability and Property Damage Insurance.
- (c) In case any of the work under this Contract is to be performed on, or at, the site of the project by the subcontractor, the contractor shall take out and maintain such contractor's Contingent or Protective Insurance as will protect him, the Owner, and the Engineer from damage claims arising from the operations of any subcontractor.

(d) Acceptability of Insurer:

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same are not satisfactory to the City, the Contractor shall furnish other policies or certificates in form and amount, and with companies satisfactory to the City. The Contractor shall not cause any policies to be canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to

cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The Contractor shall furnish to the City at the date of delivering the signed contracts and bonds, certificates or riders duly executed on behalf of the surety company, certifying as to the amounts of insurance carried, and providing for the coverage therein of the City, its officers, agents, and employees, within all risks arising out of the project.

23. Proof of Carriage of Insurance:

Contractor shall furnish City on City Forms, through the City Engineer, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and that each carrier shall give City at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

24. Wages & Hours of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this Agreement shall be the current prevailing scale of wages determined by the U.S. Secretary of Labor for the community and on file with the City Engineer.

The Contractor shall forfeit as penalty to the City, Twenty-Five Dollars (\$25) to be paid to the City of Waterford for each workman employed in the execution of this Agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

25. Emergency - Additional Time for Performance - Procurement of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, contractor is through no fault of the contractor, unable to perform this Agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

- (a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this Agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this Agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this Agreement. Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

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

If this Agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Agreement may have been suspended, as hereinabove provided, City Council may further suspend this Agreement, or either party hereto may, without incurring any liability, elect to declare this Agreement terminated upon the ground of impossibility of performance. In the event City declares this Agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Agreement rate for such portion of the Agreement as may have been performed, or

- (d) City may terminate this Agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this Agreement shall be terminated upon receipt by Contractor of such notice. In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

26. Provisions Cumulative:

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

27. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

CITY MANAGER, CITY OF WATERFORD, P. O. BOX 199, WATERFORD, CA 95386

Notices required to be given to Contractor shall be addressed as follows:

Rolfe Construction, Inc
3573 Southern Pacific Ave
Atwater, CA 95301
Phone 209-358-5548
FAX 209-357-2916

Notices required to be given sureties of Contractor shall be addressed as follows:

City of Waterford
101 E. Street
Waterford, Ca 95386
Phone 209-874-2328
Fax 209-874-9656

28. Interpretation:

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

29. Anti-Trust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning anti-trust claims.

IN WITNESS WHEREOF, four identical counterparts of this Agreement, consisting of a total of 12 pages, each of which counterparts shall for all purposes be deemed an original of said Agreement, have been duly executed by the parties hereinabove named, on the day and year first hereinabove written.

(Attach Contractor's
Notary Seal here)

By: _____
Contractor

Address: _____

Phone: _____

Federal Tax ID #

OR

Social Security #

CITY OF WATERFORD,
A MUNICIPAL CORPORATION

By: _____
Michael G. Pitcock, City Manager

APPROVED AS TO FORM:

By: _____
Corbett Browning, City Attorney

APPROVED AS TO SUFFICIENCY:

MCR ENGINEERING

By: _____
Rob Marler, City Engineer

ATTEST:

By: _____
Patricia Krause, City Clerk



OPENED
3:00pm

BID SHEET OPENING LOG
2023-10 - TIM BELL WATER AND SEWER PROJECT
BID OPENING: AUGUST 1, 2023

COMPANY NAME / CONTACT NAME	AMOUNT OF BID	BIDDERS BOND BOND COMPANY	CITY/STATE/ZIP
D.A. WOOD CONSTRUCTION, INC.	\$ 2,361,477.00	THE OHIO CASUALTY INSURANCE GROUP	OAKDALE, CA 95361
MOUNTAIN CASCADE, INC.	\$ 3,496,990.00	LIBERTY MUTUAL INSURANCE COMPANY	LIVERMORE, CA 94551
ROLFE CONSTRUCTION INC.	\$ 2,195,939.00	TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA	ATWATER, CA 95301
UNITED PAVEMENT MAINTENANCE, INC.	\$ 2,508,981.44	ATLANTIC SPECIALTY INSURANCE COMPANY	HUGHSON, CA 95326
ARB, INC.	\$ 3,695,411.00	FEDERAL INSURANCE COMPANY & THE CONTINENTAL INSURANCE COMPANY	PITTSBURG, CA 94565
DSS COMPANY DBA: KNIFE RIVER CONSTRUCTION	\$ 2,465,185.00	LIBERTY MUTUAL INSURANCE COMPANY	STOCKTON, CA 95206
MID CAL PIPELINE & UTILITIES, INC.	\$ 2,554,737.00	U.S. SPECIALTY INSURANCE COMPANY	MERCED, CA 95344



Informational Items 8

August 17, 2023

Patricia Krause, City Clerk / Administrative Services Director
City Council Staff Report

Informational Items.

SUMMARY:

Items included in this section provide City Council with updates on business not requiring a full report.

FISCAL IMPACT:

N/A

ANALYSIS:

All items under this category are considered for informational purpose only.

ENVIRONMENTAL REVIEW:

N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

8a: City Project List