ACTION MINUTES OF REGULAR MEETING
BOARD OF PUBLIC UTILITIES COMMISSIONERS
CITY OF TULARE

October 20, 2016

A regular meeting of the Board of Public Utilities Commissioners, City of Tulare, was held on Thursday, October 20, 2016, at 3:00 p.m., in the Tulare Public Library & Council Chambers.

BOARD MEMBERS PRESENT: Lee Brehm, Philip Smith, Edward Henry, Jim Pennington, Dick Johnson

STAFF PRESENT: Paul Melikian, Dave Hale, Joe Carlini, Michael Miller, Darlene Thompson, Trisha Whitfield, Tim Doyle, Frank Rodriguez, Nick Bartsch, Steve Bonville, Shonna Oneal

I. CALL TO ORDER REGULAR SESSION:

President Brehm called the regular session to order at 3:00 p.m.

II. PLEDGE OF ALLEGIANCE:

President Brehm led the Pledge of Allegiance.

III. CITIZEN'S REQUEST OR COMMENTS:

This is the time for citizens to comment on items within the jurisdiction of the Board. The Board cannot legally discuss or take official action on citizen comments that are introduced tonight. Each speaker will be allowed ***three minutes****, with a maximum time of 10 minutes per item, unless otherwise extended by the Board.*

There were no citizen comments presented.

IV. COMMUNICATIONS:

There were no items for this section on the agenda.

V. CONSENT CALENDAR:

It was moved by Board Member Johnson, seconded by Vice President Smith unanimously carried that the items on the consent calendar be approved as presented.

(1) Approve minutes of the October 20, 2016 regular/special meeting(s).

(2) Receive, review, and file the Monthly Investment Report for August 31, 2016.

(3) Accept Financial Status Reports and Drought Expenditure Report.

(4) **Accept Water System Development Program update.**

(5) **Receive the quarterly Potable Water Pumping and Metered Delivery Report.**

(6) **Accept Public Works Comparator Tool update reflecting projected versus actual data.**

(7) **Accept Public Works work performance reports for September 2016.**

VI. GENERAL BUSINESS:

(1) **Provide staff with direction regarding the preferred sizing for Water Storage Tanks.** Project Manager Trisha Whitfield provided a report for the Board's review and consideration. The Board raised questions and staff provided responses thereto. Following discussion it was moved by Vice President Smith, seconded by Board Member Henry and unanimously carried that staff proceed with two 2.0 million gallon concrete tanks.

(2) **Award a contract for drilling of an estimated ten (10) test wells to Leon Ross Drilling, LLC of Visalia, CA in the amount of $1,020,410.00, and authorize the City Manager to approve contract change orders in an amount not to exceed 10% ($102,041) of the contract award amount.** Project Manager Trisha Whitfield provided a report for the Board's review and consideration. The Board raised questions and staff provided responses thereto. Following discussion it was moved by President Brehm, seconded by Board Member Johnson to award the contract to Leon Ross Drilling, LLC for $102,000 per well for up to ten (10) test wells.

Following General Business 3, Interim City Manager Paul Melikian requested the Board clarify if the motion made on General Business 2 included the authorization for City Manager to approve contract orders up to 10%. Following a brief discussion it was moved by President Brehm, seconded by Vice President Smith and unanimously carried to amend the motion on General Business 2 to include authorization for the City Manager to approve contract change orders up to 10%.

(3) **Approve a list of pre-qualified engineers for water well design services and authorize the City Manager or designee to enter into consultant professional service contracts with Carollo Engineers of Fresno, CA and Cannon of Bakersfield, CA.** Project Manager Trisha Whitfield provided a report for the Board's review and consideration. Board raised questions and staff provided responses thereto. Following a brief discussion it was moved by Board Member Johnson, seconded by Board Member Henry and unanimously carried to approve the item as presented.

(4) **Consider award of a contract to Kenneth D. Schmidt and Associates of Fresno, CA in the amount of $27,675 per well (for an estimated ten wells) for hydrogeologist consulting and construction support services; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% ($2,767.50 per well) of the contract award amount.** Project Manager Trisha Whitfield provided a report for the Board's review and consideration. The Board expressed concern regarding not receiving the fee submitted by each proposer. Staff provided information regarding the practice of processing Bids versus Request for Proposals for City projects and explained the fee submitted with Request for Proposals are sealed and only opened if the firm is selected as the most qualified. City Attorney Dave Hale advised the Board on the laws and practices related to professional service contracts. Project Manager Nick Bartsch provided additional information regarding Bids versus Request for Proposals. The Board requested staff provide additional details in the future regarding the breakdown of costs and to explain why the price submitted by the selected proposer is reasonable. Following discussion it was moved by Board Member Johnson, seconded by Vice President Smith and unanimously carried to approve the item as presented.

(5) **Authorize the City Manager, or designee, to sign a contract with Cannon of Bakersfield, CA in the amount of $165,968 for geotechnical analysis, design, bidding and construction support services for the construction of a well at 333 South I Street; approve the attached project sheet; and authorize the City Manager or designee to approve contract change orders in the amount not to exceed 10% ($16,596.80) of the contract amount.** Project Manager Trisha Whitfield provided a report for the Board's review and consideration. The Board raised questions and staff provided responses thereto. Board Member Henry presented a diagram he created regarding General Business items 2, 4 and 5. Staff commented on the diagram and advised the numbers reflected in the diagram were not an accurate summary of the cost of each well. Following discussion it was moved by Board Member Johnson, seconded by Vice President Smith and unanimously carried to approve the item as presented.

(6) **Adopt Resolution 16-18 to suspend the Drought Surcharge until further notice.** Public Works Director Joe Carlini provided a report for the Board's review and consideration. Finance Director Darlene Thompson requested that the Board suspend the Drought Surcharge effective October 1, 2016 and sought clarification regarding the monthly Drought Surcharge Report. The Board requested that Ms. Thompson provide a final summary Drought Surcharge Report. Following discussion it was moved by Board Member Johnson, second by Board Member Henry and unanimously carried to adopt Resolution 16-18, as presented. Vice President Smith reiterated that the suspension of the Drought Surcharge was effective October 1, 2016.

(7) **Review proposed changes and make recommendations to the City Council with regard to revising Title 7 Chapter 7.64, Storm Water, of the Tulare Municipal Code, to effect the changes described in the revised ordinance as attached.** Interim City Manager Paul Melikian introduced the item and Public

Works Director Joe Carlini. Mr. Carlini provided a PowerPoint slide presentation highlighting funding mechanisms and proposed revisions to the Storm Water Ordinance. Interim City Manager Paul Melikian provided additional details regarding the proposed revisions to the Ordinance. The Board inquired about the action necessary on this item. City Attorney Dave Hale advised the Board that this item was before them for review and comment with approval under the City Council's purview. Following discussion it was the consensus of the Board to forward the proposed revisions to the Storm Water Ordinance to City Council.

VII. ITEMS OF BOARD INTERESTS:

Items of Board interest were discussed among the Board and staff. Interim City Manager Paul Melikian advised the Board that a special meeting may be set for Wednesday, October 26, 2016 at 3:00 p.m. regarding the current status of negotiations for Fuel Cell Energy.

VIII. ADJOURN REGULAR MEETING:

President Brehm adjourned the regular meeting at 4:22 p.m.

_____
President of the Board of Public Utilities
Commissioners of the City of Tulare

ATTEST:

_____
Secretary of the Board of
Public Utilities Commissioners

AGENDA ITEM: Consent 2

CITY OF TULARE, CA
BOARD OF PUBLIC UTILITIES COMMISIONERS
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Finance

For Council Meeting of: November 3, 2016

Documents Attached: ☐ **Ordinance** ☐ **Resolution** ☒ **Staff Report** ☒ **Other**

AGENDA ITEM:
Receive, review, and file the Monthly Investment Report for September 30, 2016.

IS PUBLIC HEARING REQUIRED: ☐ ***Yes*** ☒ ***No***

BACKGROUND/EXPLANATION:
This report presents the City and Trustee's investment portfolio as of September 30, 2016. It includes all investments managed by the City as well as all City-related debt financing investments (restricted investments) held by US Bank. As of September 30, 2016, the investment portfolio is in compliance with all State laws and City's Investment Policy adopted February 2, 2016.

The City utilizes Bank of New York as its third party administrator for safekeeping of all City investments with the exception of the Local Agency Investment Fund (LAIF) and CalTRUST. LAIF, being a money market fund with many governmental agency participants, holds securities through its own third party administrator. CalTRUST is also a money market fund created by CSAS Finance and the League of California Cities, it too holds securities through its own third party administrator.

Short-term cash is currently invested in the Local Agency Investment Fund administered by the State Treasurer. They are very high quality investment pools in terms of safety, liquidity and yield. LAIF and CalTRUST accounts provide the City with sufficient liquidity to meet its expenditure obligations over the next six months.

The investments held by the City may have a current market value that is greater or less then the book value. This is due to fluctuations in the marketplace and has no effect on yield as the City intends to hold its securities to maturity or call by the agency.

	Book Value	Market Value
Unrestricted Investments	$85,178,873	$85,122,247
Restricted Debt Investments	$70,291,596	$70,208,977

Cash balances in the City are pooled for investment and banking purposed, as it is not practical to have separate investment accounts for each City fund. Interest earnings are apportioned to each City fund based upon the ratio of that particular cash fund's balance to the City's total cash. For September, 2016 the City received $64,695 of interest earnings (net of fees) compared to August, 2015 of $36,668.

STAFF RECOMMENDATION:
Receive, review, and file the Monthly Investment Report for September 30, 2016.

CITY ATTORNEY REVIEW/COMMENTS: ☐ ***Yes*** ☒ ***N/A***

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ☐ ***Yes*** ☐ ***No*** ☒ ***N/A***

FUNDING SOURCE/ACCOUNT NUMBER: N/A

Submitted by: Darlene Thompson **Title: Finance Director**

Date: October 21, 2016 **Interim City Manager Approval:**

CITY OF TULARE
SUMMARY TREASURER'S REPORT
SUMMARY OF ALL INVESTMENTS
SEPTEMBER 30, 2016

TYPE OF INVESTMENT	BOOK VALUE	MARKET VALUE	CURRENT YIELD	BOOK VALUE % OF TOTAL
UNRESTRICTED INVESTMENTS - SEE PAGE 2	85,178,873	85,122,247	0.900%	54.79%
RESTRICTED INVESTMENTS - SEE PAGE 4	70,291,596	70,208,977	N/A	45.21%
TOTAL INVESTMENTS	155,470,469	155,331,224	N/A	100.00%

Note: The City's financial statments will report market values, not book values, at June 30 each year.

I certify that this report reflects all City investments and complies with the investment policy of the City of Tulare as approved by City Council. Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditures for the next six months.

Presented to the City Council on October 21, 2016.

Presented to the Board of Public Utility Commissioners on October 21, 2016.

Respectfully submitted, Darlene J. Thompson, CPA, Finance Director/Treasurer

Darlene J. Thompson 10-21-16
Date

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF UNRESTRICTED INVESTMENTS
SEPTEMBER 30, 2016

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	DATES: ACQUISITION / MATURITY	INTEREST RATES: STATED / CURRENT YIELD	PAR VALUE	BOOK VALUE / MARKET VALUE	UNREALIZED GAIN/(LOSS): THIS MONTH / LAST MONTH	ESTIMATED EARNINGS: ANNUAL / THIS MONTH	BOOK VALUE % OF U/I~
Petty Cash	N/A	N/A	N/A	N/A	6,825	N/A	N/A	0.01%
		N/A	None		6,825	N/A	N/A	
Checking Account - City	Wells Fargo Bank	N/A	N/A	N/A	3,231,583	N/A	N/A	3.79%
		On Demand	None		3,231,583	N/A	N/A	
				Balance per bank is $5,209,951				
Heritage Money Market	CalTrust	Various	N/A	N/A	16,001,589	N/A	N/A	18.79%
		On Demand	0.810%		16,001,589	N/A	N/A	
Local Agency Investment Fund (LAIF)	State of California	Various	N/A	N/A	26,200,000	8,018	166,108	30.76%
		On Demand	0.634%	*	26,208,018	22,799	13,842	
					Per BNY WTC			
Certificate of Deposit	Various (See page 5)	Various	N/A	N/A	245,000	(783)	2,695	0.29%
Investments in Safekeeping With BNY Western Trust Company		Various	1.100%		244,217	(728)	225	
Sub-Total			N/A	N/A	45,684,997	7,235	168,803	53.63%
			0.369%		45,692,232	22,071	14,067	
					Per BNY WTC			
Fixed Income Investments	Various (See page 6-8)		N/A	N/A	39,493,876	(63,861)	597,267	46.37%
Investments in Safekeeping With BNY Western Trust Company			1.510%		39,430,015	(100,339)	49,772	
TOTAL UNRESTRICTED INVESTMENTS			N/A	N/A	85,178,873	(56,626)	766,070	100.00%
			0.900%		85,122,247	(78,268)	63,839	

* LAIF market values are based on the most currently available amortized cost information - September, 2016: 1.000306032

~ U/I = Unrestricted Investments

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF RESTRICTED INVESTMENTS
SEPTEMBE 30, 2016

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	ACQUISITION DATE	MATURITY DATE	STATED INTEREST RATE	PAR VALUE	BOOK VALUE	MARKET VALUE	BALANCES AS-OF DATE
Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):								
2008 Lease Revenue and Refunding Bonds (Account No. 120887000)								
FA Prime Obl CL D Corp Trust	U.S. Bank Trust	Various	On Demand	Various	N/A	729,232	729,232	09-30-16
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,164,337	1,164,337	09-30-16
				Reserve Fund		1,893,569	1,893,569	
2009 Sewer Revenue Bonds (Account No. 133007000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	27	27	09-30-16
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,231,010	1,231,010	09-30-16
				Reserve Fund				
Ge Funding Cap Mkt Svcs GIC	Ge Funding	08-06-09	08-06-19	3.812%	N/A	5,600,028	5,600,028	09-30-16
				Reserve Fund		6,831,065	6,831,065	
2010 Sewer Revenue Bonds (Account No. 145190000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	2	2	09-30-16
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	115	115	09-30-16
				Reserve Fund		117	117	
2012 Sewer Revenue Refunding Bonds (Account No. 162033000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	385,301	385,301	09-30-16
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	923,826	923,826	09-30-16
				Reserve Fund		1,309,127	1,309,127	
2013 Sewer Revenue Refunding Bonds (Account No. 203701000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	31,709	31,709	09-30-16
Guarantee Invest. Cont.	Bayerische Landesbank	08-01-13	11-15-22	2.310%	N/A	2,745,126	2,745,126	09-30-16
				Reserve Fund		2,776,835	2,776,835	
2015 Sewer Revenue Refunding Bonds (Account No. 2615940000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	300,007	300,007	09-30-16
Investment Repuchase GIC	Bayerische Landesbank	11-15-15	11-15-25	1.960%	N/A	6,668,131	6,668,131	09-30-16
				Reserve Fund		6,968,138	6,968,138	
2016 Sewer Revenue Refunding Bonds (Account No. 260)								
Cash				Reserve Fund		9,551	9,551	09-30-16
Cash				Reserve Fund - 2009 Sewer Bonds		14,013	14,013	09-30-16
U S Treasuries	U S Treasuries	Various	11-15-16 to 11-15-19	.625% - 3.75%	N/A	53,739,340	53,680,285	09-30-16
				Reserve Fund - 2009 Sewer Bonds		53,762,904	53,680,285	

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CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF RESTRICTED INVESTMENTS
SEPTEMBER 30, 2016

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	ACQUISITION DATE	MATURITY DATE	STATED INTEREST RATE	PAR VALUE	BOOK VALUE	MARKET VALUE	BALANCES AS-OF DATE
Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):								
2010 Redevelopment Tax Allocation Bonds - Series A Tax Exempt (Account No. 141617000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	18,718	18,718	09-30-16
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	771,454	771,454	09-30-16
				Reserve Fund		790,172	790,172	
2010 Redevelopment Tax Allocation Bonds - Series B Taxable (Account No. 141617010)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	472	472	09-30-16
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	440,399	440,399	09-30-16
				Reserve Fund		440,871	440,871	
2010 Redevelopment Tax Allocation Bonds - Series C Taxable (Account No. 141618000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,497,114	1,497,114	09-30-16
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	980,864	980,864	09-30-16
				Reserve Fund		2,477,978	2,477,978	
TOTAL BOND FUNDS						70,282,638	70,200,019	
Restricted Insurance Deposits Managed by Fiscal Agents:								
Employee Welfare Fund (60)	Various	N/A	N/A	Various	N/A	8,958	8,958	09-30-16
Workers' Comp. Fund (61)	Various	N/A	N/A	Various	N/A	0	0 *	06-30-15
General Insurance Fund (62)	Various	N/A	N/A	Various	N/A	0	0 *	06-30-15
* NOTE: Reported as information is made available.				* Adjusted annually.		8,958	8,958	
TOTAL RESTRICTED INVESTMENTS	***Book Value % of Total Investments =***			***45.21%***		70,291,596	70,208,977	

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
CERTIFICATES OF DEPOSIT
SEPTEMBER 30, 2016

INSTITUTION	CUSIP NUMBER	INTEREST RATES: STATED / CURRENT YIELD	DATES: ACQUISITION / INVESTED	BOOK VALUE / MARKET VALUE	UNREALIZED GAIN/(LOSS) THIS MONTH / LAST MONTH	ESTIMATED EARNING: ANNUAL / THIS MONTH
				PerBNY WTC		
Goldman Sachs	36160YTT2	1.100%	03/01/2013	245,000	(783)	2,695
		1.100%	03/01/2018	244,217	(728)	229
TOTAL CERTIFICATES OF DEPOSITS				245,000	(783)	2,695
All are in safekeeping with BNY Western Trust Company		1.100%		244,217	(728)	229

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS
SEPTEMBER 30, 2016

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES: ACQUISITION / MATURITY		INTEREST RATES: STATED / CURRENT YIELD	PAR VALUE	BOOK VALUE / MARKET VALUE	UNREALIZED GAIN/(LOSS): THIS MONTH / LAST MONTH	ESTIMATED EARNINGS: ANNUAL / THIS MONTH
U.S. GOVERNMENT AGENCY OBLIGATIONS								
			**			Per BNY WTC		
Federal Farm Credit Banks		06-27-13		1.000%	1,000,000	997,000	5,460	10,000
	3133ECT79	03-01-17	C	1.000%		1,002,460	5,340	833
Federal Farm Credit Bks		12-26-12		0.900%	1,500,000	1,500,000	(735)	13,500
	3133ECB45	12-26-17	C	0.900%		1,499,265	(1,485)	1,125
Federal Farm Credit Bks		01-16-13		0.900%	1,000,000	1,000,000	0	9,000
	3133ECCZ5	01-16-18	C	0.900%		1,000,000	(70)	750
Federal Farm Credit Banks		05-08-13		0.950%	2,000,000	2,000,000	(2,760)	19,000
	3133ECNY6	05-08-18	C	0.950%		1,997,240	100	1,583
Federal Home Ln Bks		07-13-16		1.375%	1,500,000	1,500,000	(2,865)	20,625
	3130A8MP5	10-13-20	C	1.380%		1,497,135	(6,585)	1,719
Federal Home Ln Bks		10-28-15		1.720%	2,000,000	2,000,000	680	34,400
	3130A6MH7	10-28-20	C	1.720%		2,000,680	1,340	2,867
Federal Nat'l Mortgage Assoc		09-30-16		1.500%	1,500,000	1,500,000	255	22,500
	3136G4AB9	12-30-20	C	1.500%		1,500,255		1,875
Federal Farm Credit Banks		07-19-16		1.440%	1,000,000	999,250	(480)	14,400
	3133EGMP7	01-19-21	C	1.440%		998,770	(2,980)	1,200
Federal Farm Credit Banks		07-06-16		1.500%	2,500,000	2,500,000	(23,225)	37,500
	3133EGKA2	07-06-21	C	1.510%		2,476,775	(30,675)	3,125
Federal Nat'l Mortgage Assoc		07-27-16		1.500%	1,000,000	998,750	1,260	15,000
	3136G3A70	07-27-21	C	1.500%		1,000,010	(740)	1,250

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CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
SEPTEMBER 30, 2016

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES: ACQUISITION / MATURITY		INTEREST RATES: STATED / CURRENT YIELD	PAR VALUE	BOOK VALUE / MARKET VALUE	UNREALIZED GAIN/(LOSS): THIS MONTH / LAST MONTH	ESTIMATED EARNINGS: ANNUAL / THIS MONTH
U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED								
			**			Per BNY WTC		
Federal Nation Mtg Assoc		07-27-16		1.550%	1,000,000	999,500	(1,160)	15,500
	3136G3G90	07-27-21	C	1.550%		998,340	(3,470)	1,292
Federal Nat'l Mortgage Assoc		07-28-16		1.550%	1,000,000	999,250	(5,480)	15,500
	3136G3C78	07-28-21	C	1.560%		993,770	(7,910)	1,292
Federal Nat'l Mortgage Assoc		07-28-16		1.600%	2,000,000	2,000,000	(2,580)	32,000
	3136G3J30	07-28-21	C	1.600%		1,997,420	(7,280)	2,667
Federal Nat'l Mortgage Assoc		07-28-16		1.650%	2,000,000	2,000,000	80	33,000
	3136G3R72	07-28-21	C	1.650%		2,000,080	20	2,750
Federal Home Loan Mtg Corp		08-24-16		1.550%	2,000,000	2,000,000	(2,720)	31,000
	3134G94T1	08-24-21	C	1.550%		1,997,280	(8,440)	2,583
Federal Nat'l Mortgage Assoc		08-24-16		1.500%	1,500,000	1,500,000	(4,965)	22,500
	3136G3X26	08-24-21	C	1.500%		1,495,035	(7,980)	1,875
Federal Home Loan Mtg Corp		08-25-16		1.625%	3,000,000	3,000,000	(15,540)	48,750
	3134G9X44	08-25-21	C	1.630%		2,984,460	(24,270)	4,063
Federal Nat'l Mortgage Assoc		08-25-16		1.500%	1,500,000	1,500,000	(1,740)	22,500
	3136G3Y25	08-25-21	C	1.500%		1,498,260	(6,150)	1,875
Federal Home Loan Mtg Corp		09-29-16		1.650%	2,000,000	2,000,000	(3,240)	33,000
	3134GAEF7	09-29-21	C	1.650%		1,996,760		2,750
Federal Home Ln Bks		09-30-16		1.625%	2,000,000	1,999,200	(500)	32,500
	3136A9F89	09-30-21	C	1.630%		1,998,700		2,708

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CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
SEPTEMBER 30, 2016

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES: ACQUISITION / MATURITY		INTEREST RATES: STATED / CURRENT YIELD	PAR VALUE	BOOK VALUE / MARKET VALUE	UNREALIZED GAIN/(LOSS): THIS MONTH / LAST MONTH	ESTIMATED EARNINGS: ANNUAL / THIS MONTH	BOOK VALUE % OF U/I~
U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED									
			**			Per BNY WTC			
Federal Nat'l Mortgage Assoc		09-30-16		1.620%	2,000,000	2,000,000	480	32,500	
	3136G4AH6	09-30-21	C	1.620%		2,000,480		2,708	
Federal Nat'l Mortgage Assoc		09-30-16		1.500%	1,500,000	1,499,775	(4,440)	22,500	
	3136G4CY7	09-30-21	C	1.500%		1,495,335		1,875	
Federal Farm Credit Banks		04-20-16		2.000%	3,000,000	3,000,000	330	60,000	
	3133EF4E4	10-20-22	C	2.000%		3,000,330	870	5,000	
Government National Mortgage Association II Pool		01-24-94		8.500%	N/A	1,151	24	92	
		09-20-22		7.800%		1,175	26	8	
TOTAL FIXED INCOME INVESTMENTS				N/A	N/A	39,493,876	(63,861)	597,267	46.37%
All are in safekeeping with BNY Western Trust Company				1.510%		39,430,015	(100,339)	49,772	

~ U/I = Unrestricted Investments

CITY OF TULARE
TREASURER'S EXECUTIVE SUMMARY
SEPTEMBER 30, 2016

CHANGES IN BALANCES AND YIELDS:

CATEGORY	BOOK VALUE / *MARKET VALUE* / DIFFERENCE SEPTEMBER	AUGUST	CHANGE	AVERAGE STATED YIELD SEPTEMBER	AUGUST	CHANGE
Total Investments	155,470,469	106,378,521	49,091,948	N/A	N/A	N/A
	155,331,224	*106,301,257*	*49,029,967*			
	(139,245)	(77,264)	(61,981)			
Unrestricted Investments	85,178,873	83,699,508	1,479,365	0.900%	0.955%	-0.055%
	85,122,247	*83,622,244*	*1,500,003*			
	(56,626)	(77,264)	20,638			
Restricted Investments	70,291,596	22,679,013	47,612,583	N/A	N/A	N/A
	70,208,977	*22,679,013*	*47,529,964*			
	(82,619)	0	(82,619)			
Heritage Money Market (CalTrust)	16,001,589	9,000,000	7,001,589	N/A	N/A	N/A
	16,001,589	*9,000,000*	*7,001,589*			
	0	0	0			
Local Agency Investment Fund (LAIF)	26,200,000	36,700,000	(10,500,000)	0.634%	0.614%	0.020%
	26,208,018	*36,722,799*	*(10,514,781)*			
	8,018	22,799	(14,781)			
Certificates of Deposit	245,000	245,000	0	1.100%	1.100%	0.000%
	244,217	*244,272*	*(55)*			
	(783)	(728)	(55)			
Fixed Income Investments (Total)	39,493,876	37,179,941	2,313,935	1.510%	1.540%	-0.030%
	39,430,015	*37,080,606*	*2,349,409*			
	(63,861)	(99,335)	35,474			

TRANSACTIONS (BOOK VALUE): *

CATEGORY	PURCHASES	SALES / CALLS	
Certificates of Deposit		Certificates of Deposit	
	0		0
Fixed Income Investments		Fixed Income Investments	
Federal National Mortgage Asso. 1.50%	1,500,000	Government National Mortgage Assn. Pool	40
Federal Home Loan Mortgage Corp, 1.625%	1,999,200	Federal Home Loan Mtg Corp, 1.80%	2,000,000
Federal Home Loan Banks, 1.63%	2,000,000	Federal Home Loan Mtg Corp, 1.45%	1,500,000
Federal National Mortgage Asso. 1.62%	2,000,000	Federal Farm Credit Banks, 1.85%	3,185,000
Federal National Mortgage Asso. 1.50%	1,499,775		
	8,998,975		6,685,040

*

Net LAIF transactions are represented by the change in book value balance shown above. Changes in Restricted Investments are not shown.

AGENDA ITEM: Consent 3

CITY OF TULARE, CALIFORNIA
BOARD OF PUBLIC UTILITIES COMMISSIONERS
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: City Manager's Office

For Board Meeting of: November 3, 2016

Documents Attached: ☐Ordinance ☐Resolution ☐Staff Report ☑Other ☐None

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AGENDA ITEM:
Accept as complete the contract with GSE Construction of Livermore, CA on Project SW0003 Sierra Lift Station Pump Replacement project; authorize the City Project Manager to sign the Notice of Completion; and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office.

IS PUBLIC HEARING REQUIRED: ☐ ***Yes*** ☑ ***No***

BACKGROUND/EXPLANATION:
Capital Improvement Program Project SW0003 is a lift station improvement project at the Sierra Lift Station. The project includes replacing two (2) existing dry pit submersible non-clogging wastewater pumps at the lift station and replacement of the pipe up to the elbow with ductile iron pipe with coating and paint. The need for the project was identified through the City's Capital Improvement Program (CIP), and is programmed in the City's CIP program for construction during FY 16/17.

On April 21, 2016, a contract was awarded to the lowest responsive bidder, GSE Construction of Livermore, CA in the amount of $74,700.00. The project was funded through Sewer CIP funds.

A summary of contract costs are as follows:

Original Contract Award:	$	74,700.00
Change Order 1:	$	2,455.00
Total Construction Contract Cost:	**$**	**77,155.00**

Change order 1 was processed on September 19, 2016 and included the addition of vertical pipe supports in the drywell. All work required of GSE Construction under this contract has been completed in accordance with the approved plans and specifications.

STAFF RECOMMENDATION:
Accept as complete the contract with GSE Construction of Livermore, CA on Project SW0003 Sierra Lift Station Pump Replacement project; authorize the City Project Manager to sign the Notice of Completion; and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office.

CITY ATTORNEY REVIEW/COMMENTS: ☐ ***Yes*** ☒ ***N/A***

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ☐ ***Yes*** ☒ ***No*** ☐ ***N/A***

FUNDING SOURCE/ACCOUNT NUMBER:
615 – Sewer CIP Fund

Submitted by: Trisha Whitfield **Title: Project Manager**

Date: October 24, 2016 **City Manager Approval:**

RECORDING REQUESTED BY:
CITY OF TULARE

AND WHEN RECORDED MAIL TO:

City Clerk
City of Tulare
411 East Kern Avenue
Tulare, CA 93274-4257

PURSUANT TO GOVERNMANET CODE SECTION 6103,
NO RECORDING FEE REQUIRED.

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The City of Tulare, a Municipal Corporation, whose address is 411 East Kern Avenue, Tulare, California, is the owner of the real property, public works, or structure hereinafter described.

2. The nature of the title of the stated owner is: In fee

3. On the 3rd day of November, 2016, a work of improvement on real property hereinafter described was completed pursuant to a contract to which Title 15 of Part 4 of Division 3 of the Civil Code applies.

4. The name of the Contractor who performed said work of improvements pursuant to such contract with the City of Tulare is GSE Construction, whose address is 6950 Preston Avenue, Livermore, CA 94551. The surety on said contract is Fidelity and Deposit Company of Maryland, of San Francisco, California.

5. The real property or public works or structure is described as follows:

   Sierra Lift Station Pump Replacement, located on Sierra Avenue between Canby and Spruce Streets, Project No. SW0003.

Dated: _____, 2016

CITY OF TULARE
A Municipal Corporation,

By: _____
Trisha Whitfield, Project Manager

VERIFICATION

I am the Project Manager of the City of Tulare and am authorized to make this verification on behalf of the City. I have read the foregoing Notice of Completion, know the contents thereof, and believe it to be true and correct to the best of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 2016 at Tulare, California.

By: _____
Trisha Whitfield, Project Manager

AGENDA ITEM: Gen. Bus. 1

CITY OF TULARE, CALIFORNIA
BOARD OF PUBLIC UTILITIES COMMISSIONERS
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: City Manager's Office

For Board Meeting of: November 3, 2016

Documents Attached: ☐Ordinance ☐Resolution ☐Staff Report ☑Other ☐None

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AGENDA ITEM:
Authorize the City Manager, or designee, to sign a contract with Carollo Engineers of Fresno, CA in the amount of $149,976 for preliminary and final design, bidding and construction support services for the construction of a well at 1258 North J Street subject only to minor conforming or clarifying changes acceptable to the City Attorney; approve the attached project sheet; and authorize the City Manager or designee to approve contract change orders in the amount not to exceed 10% ($14,997.60) of the contract amount.

IS PUBLIC HEARING REQUIRED: ☐ ***Yes*** ☑ ***No***

BACKGROUND/EXPLANATION:
A Request for Proposals (RFP) for water well design services was issued on September 7, 2016. Six (6) firms submitted proposals which were reviewed and rated in accordance with the consultant selection procedures identified in the RFP. The top two firms were recommended for inclusion on the list of prequalified engineers. At the October 20, 2016 Board meeting, the Board approved the list and authorized consultant contracts with the selected firms. The selected firms were identified as follows:

1) Cannon of Bakersfield, CA
2) Carollo Engineers of Fresno, CA

Carollo Engineers has submitted a fee proposal for the preliminary and final design of the plans and specifications, bidding assistance, and construction support for the water well located at 1258 North J Street. Staff has reviewed the fee proposal and scope of work and they are consistent with Carollo's proposal. Work is billed on a time and materials basis and there are some cost efficiencies achieved by using Carollo Engineers for both the water storage tank and well on this site.

The Board approved the purchase of the property on October 6, 2016. With the award of bid for the test wells and the hydrogeologist, award of this contract will allow the City to move forward with the second test well and if water quality and quantity are good, this

will be the second well of the needed seven wells. This well will be built in conjunction with the storage tank on that site, pending Planning Commission review.

A project sheet is attached reflecting the estimated cost to construct the well from the test well to the final well and to construct the water storage tank. The design contract for the water storage tanks was previously awarded to Carollo Engineers at the August 18, 2016 Board meeting and the Board approved conceptual design of the storage tanks on October 20, 2016. Funding will come from the new estimated water rates in the form of the Water Bond.

STAFF RECOMMENDATION:
Authorize the City Manager, or designee, to sign a contract with Carollo Engineers of Fresno, CA in the amount of $149,976 for preliminary and final design, bidding and construction support services for the construction of a well at 1258 North J Street subject only to minor conforming or clarifying changes acceptable to the City Attorney; approve the attached project sheet; and authorize the City Manager or designee to approve contract change orders in the amount not to exceed 10% ($14,997.60) of the contract amount.

CITY ATTORNEY REVIEW/COMMENTS: ***☐Yes*** ***☑No***

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ***☑Yes*** ***☐No***
Fund 610 – Water CIP Fund – Water Bond

Signed: Trisha Whitfield **Title: Project Manager**

Date: November 3, 2016 **City Manager Approval:** _____

Water Project

PROJECT #
Well and Storage Tank at 1258 N. J Street
(Capital)
(Capital)
District(s): 1, 2, 3, 4, 5

PROJECT MANAGER: Trisha Whitfield

PROJECT DESCRIPTION & PURPOSE: Construction of a new water well and 2.0 million gallon storage tank at 1258 N. J Street.

KEY POINTS: This well will be located on the same site as the proposed 2.0 million gallon water storage tank. The well piece includes construction of test well, hydrogeologic consulting, design engineer, well drilling, pumps and appurtenances, and associated site improvements. The water storage tank includes design and construction of a 2.0 million gallon concrete storage tank.

PROJECT STATUS: Planning

PROJECTED START DATE: 10/20/2016

PROJECTED END DATE: 6/31/2018

FUTURE M & O:
(Additional Cost & Department Responsibility) Additional estimated costs: chlorine - $5,000/year, electricity - $125,000/year commencing upon completion of the project. Department Responsible: Water.

CRITERIA (1-8): Criteria 1: Project corrects immediate and urgent public health or public safety issue.

	Fiscal Year					Total	Unfunded
	2017/18	2018/19	2019/20	2020/21	2021/22		
Costs Description							
001 -Conceptual	$0	$0	$0	$0	$0	$0	$0
002 - Preliminary Design	$133,000	$0	$0	$0	$0	$133,000	$0
003 - Environmental	$0	$0	$0	$0	$0	$0	$0
004 - Final Design	$415,000	$0	$0	$0	$0	$415,000	$0
005 - Construct/Implment	$5,826,400	$0	$0	$0	$0	$5,826,400	$0
006 - Close Out	$0	$0	$0	$0	$0	$0	$0
Total Costs:	$6,374,400	$0	$0	$0	$0	$6,374,400	$0
Funding Sources							
Fund 610 - Water CIP (new water rates)	$6,374,400	$0	$0	$0	$0	$6,374,400	$0
	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
Total Funding:	$6,374,400	$0	$0	$0	$0	$6,374,400	$0

Project Cost Worksheet

Expenses	Fiscal Year					Total
	2017/18	2018/19	2019/20	2020/21	2021/22	
001 - Conceptual						
002 - Preliminary Design						
Construction - Test Wells	$105,000.00					$105,000.00
Consultant - Hydrogeologist	$28,000.00					$28,000.00
						$0.00
Sub Total:	$133,000.00	$0.00	$0.00	$0.00	$0.00	$133,000.00
003 - Environmental						
004 - Final Design						
Consultant - Water Well Design Engineer	$165,000.00					$165,000.00
Consultant-Water Storage Tank Design Engineer	$250,000.00					$250,000.00
Sub Total:	$415,000.00	$0.00	$0.00	$0.00	$0.00	$415,000.00
005 - Construct/Impliment						
Construction Costs - Well	$930,000.00					$930,000.00
Construction Costs - Storage Tank	$3,308,500.00					$3,308,500.00
Construction Contingency - wells	$105,000.00					$105,000.00
Construction Contingency - storage tank	$827,125.00					$827,125.00
CM/RE	$635,775.00					$635,775.00
Project Management Staff Time	$20,000.00					$20,000.00
Sub Total:	$5,826,400.00	$0.00	$0.00	$0.00	$0.00	$5,826,400.00
006 - Close Out						
Total Costs:	$6,374,400.00	$0.00	$0.00	$0.00	$0.00	**$6,374,400.00**

Funding Sources	Fiscal Year					Total
	2017/18	2018/19	2019/20	2020/21	2021/22	
Fund 610 - Water CIP (new water rates)	$6,374,400.00					$6,374,400.00
Total Funding:	$6,374,400.00	$0.00	$0.00	$0.00	$0.00	$6,374,400.00

DRAFT

AGREEMENT
CITY OF TULARE, CALIFORNIA
CONSULTANT SERVICES

THIS AGREEMENT is made and entered into effective the ___ day of _____, 2016, by and between the CITY OF TULARE, a California municipal corporation (hereinafter referred to as "CITY"), and _____ (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional engineering services for the City of Tulare Water Well Design, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services as an engineering consulting firm and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of the City of Tulare;

WHEREAS, this Agreement will be administered for CITY by its City Manager (hereinafter referred to as "Administrator") or his/her designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A,** including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A.**

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through completion of the project, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A.**

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed $_____, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A.**

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of

common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are appropriately and currently licensed and skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and fund the defense of CITY and each of its officers, officials, and employees from loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) to the extent that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance. Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(a) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(b) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(c) Upon request of CITY, CONSULTANT shall immediately furnish CITY with a copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Tulare conflict of interest disclosure statement in the form as set forth in **Exhibit C.** During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT

shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive

expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

11. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be

performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

12. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

13. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

14. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

15. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by

CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

16. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

17. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Tulare County, California.

18. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

19. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

20. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

21. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

22. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

23. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

26. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

"CITY"

CITY OF TULARE

Date: _____, 2016 By _____

Title _____

"CONSULTANT"

Date: _____, 2016 By _____

Title _____

APPROVED AS TO FORM

_____ _____

David Hale Counsel for City of Tulare

City Attorney

EXHIBIT B
REQUIRED INSURANCE COVERAGES

For this project, the selected consultant shall be required to maintain, and shall require all of its sub-consultants to maintain, insurance as described below:

a) Commercial General Liability and Property Damage: The Consultant shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Consultant and against all claims resulting from damage to any property due to any act or omission of the Consultant, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owners and Consultant's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death); and
Property Damage (Per occurrence)...$1,000,000 Combined Single Limit.

b) Commercial Automobile Public Liability and Property Damage: The Consultant shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death); and
Property Damage (Per occurrence)...$1,000,000 Combined Single Limit.

c) Professional Liability (Errors and Omissions): The consultant shall maintain Professional Liability Insurance for protection against all claims arising out of professional error or omission with a limit of not less than $1,000,000 per occurrence, $2,000,000 aggregate.

d) Workers' Compensation Insurance: The Consultant shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than $1,000,000 per accident. Such insurance shall comply with all applicable state laws. Consultant shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Policy (ies) is to be endorsed to include a waiver of subrogation against the City, its officers, officials, agents and employees. Consultant and its employees are independent Consultants and not employees of the City of Tulare. Consultant and/or its insurers are responsible for payment of any liability arising out of Worker's Compensation, unemployment or employee benefits offered to its employees.

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

Additional Insured. The General Liability and Auto Liability policy (ies) is to contain or be endorsed to name the City, its officers, appointed and elected officials, agents and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this contract The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the

City; (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-liability provisions. Such additional insured endorsements maintained by the Consultant and its subcontractors shall not be required to provide coverage for City for the active negligence of City. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Indemnification. Consultant shall indemnify and save harmless the City, its officers, officials, agents and employees, from and against any and all claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the contract, including delivery and unloading of supplies and equipment regardless of the passive, concurrent negligence on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification requirement is not intended to relieve the City from liability for the active negligence of the City, its officers, appointed and elected officials, agents and employees. This old harmless clause is in no way an admission of liability on the part of the City of Tulare or any of its agents or employees.

The successful bidder acknowledges that he has fully informed himself of the contents and meaning of this hold harmless agreement and has so executed it with full knowledge thereof and that the terms are contractual and not a mere recital. These requirements shall also apply to any subcontractor whose hazards are not covered by the Consultant's insurance policies.

Deductibles and Self-Insured Retention. Any deductibles 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 deductibles or self-insured retention as respects the City, its officials, employees, agents and Consultants; or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

Separate endorsements are required, naming the City as additional insured, for liability insurance and providing a waiver of subrogation for Worker's Compensation Insurance.

The successful bidder shall maintain the insurance for the life of the contract. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City.

Endorsements are to be received and approved by the City before work commences. Should Consultant cease to have insurance as required during any time, all work by Consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Original insurance certificates and endorsements are to be mailed or delivered to:

City of Tulare
Attn: Human Resources Department
411 E. Kern Avenue
Tulare, CA 93274

PROFESSIONAL ENGINEERING AGREEMENT
FOR THE
CITY OF TULARE WELL EQUIPPING PROJECT
EXHIBIT "A"
SCOPE OF BASIC SERVICES

INTRODUCTION

The City is increasing the reliability of its water supply. Carollo Engineers (Carollo) prepared a technical memorandum for the City in February 2016 that identified the needed improvements that would best serve the community. These improvements included replacing some under sized transmission piping, adding new transmission lines, installing two new storage tanks (3.0 million gallons of new storage capacity), new booster pump stations (12 million gallons per day of new capacity), and installing seven production wells over the next five years, with two wells to be operational by the end of 2017.

Carollo is currently designing the two new storage tanks and booster pump stations at the Dollar General site (Water Storage Tank Improvement Project). The opportunity to co-locate wells on tank sites further improves the reliability of the system by allowing the tank to fill directly from the on-site well.

The City awarded Carollo the well equipping design for this project.

PROJECT DESCRIPTION

The City of Tulare is in the processes of securing a hydrogeologist to develop specifications for test well drilling at numerous potential well sites. The test wells will be used to determine the efficacy of drilling and equipping new wells within the City's potable system service area. The scope for this project is for one well located within the perimeter fence of the "Dollar General" tank site, and includes communicating/coordinating with the hydrogeologist during test and final well drilling, developing the well equipping design document, assisting the City during well equipping bidding, and providing engineering services during construction for the new well pump, discharge piping, structural elements of the wellhead system, and electrical/instrumentation associated with the wellhead system to provide a complete, functional well system.

Well equipping design development will merge with the tank design effort being conducted by Carollo. While the projects have been awarded as two separate projects, the final deliverable will be a single set of plans and specifications that will be put out to bid for construction.

STANDARDS

Carollo shall use the same standards as used for the "Water Storage Tank Improvement Project".

ASSUMPTIONS

Carollo's scope of work is based on the following assumptions:

- No hydrogeologic services are included in this scope.
- No survey and geotechnical information are included in this scope. Survey and geotechnical information will be conducted under a separate project at the tank site and provided to Carollo for this project.
- All work will be conducted within the existing tank site.
- No drainage study will be provided.
- No subsurface utility investigation is included in this scope. Subsurface utility investigation information will be obtained from the existing tank project at the well site.
- The City-provided standards will be used on this project. Where possible, the Consultant's drawings standards and specifications will be used for all disciplines.
- A 60% deliverable is not included in this scope in an effort to save time and money for the City. The well project is small enough to go directly to 90% after the Preliminary Design Review Meeting.

PURPOSE

The purpose of Exhibit "A" is to establish the scope for the following:

1. **Preliminary Design Services** – Services related to preparation of a Preliminary Design Report to serve as the basis for final design elements.
2. **Final Design Services** – Services related to preparation of construction Contract Documents and cost estimates for the Project.
3. **Bidding Phase Support Services** – Services intended to support the City during public bidding of the Project.
4. **Construction Management Support Services** – Services intended to support the City during construction of the Project.

Replacement of any of the mentioned subconsultants will require a two (2) week notification to the City for review that outlines the reason(s) for the proposed change and submission of the qualifications of the replacement firm, including key personnel.

TASK 1 PRELIMINARY DESIGN SERVICES

Upon receipt of written authorization by the City, the Consultant shall perform the Preliminary Design Services necessary to provide a basis of design for the final design services.

1.1 Kickoff and Information Meeting

Consultant shall:

- Schedule and conduct a project kickoff meeting with City personnel and other agencies as required within seven (7) working days following issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information needed, review the timing and intent of project deliverables, review the Project schedule, introduce key personnel, establish lines of communication, and clarify the City's and other government agency requirements for the Project. A two (2) hour meeting is assumed with attendance by the Principal-in-Charge and Project Manager.

- Prepare the kickoff meeting agenda and meeting minutes, noting discussion issues, decisions, and action items, for review by the City prior to issuing final versions for distribution. The proposed agenda will be provided to the City at least two (2) business days before the meeting and draft meeting minutes will be provided within five (5) business days of the meeting.

Task 1.1 Deliverables:

- Agenda and Meeting Minutes.

1.2 Records Review and Information Research

Consultant shall:

- Obtain available information from the City related to the existing site. Additional information related to the potable water system will also be requested. This work involves performing research up to and including reviewing City's database and extracting the information needed.

- Review all collected information (e.g. plans, maps, reports, record drawings, etc.) that will likely affect the Project.

- Conduct site visit to verify site conditions.

- Provide ongoing supplemental research of public records during Project development.

- Coordinate with project team currently working on other capital improvement projects within the area.

1.3 Project Management and Design Progress Meetings

Consultant shall:

- Provide project management services to include preparing monthly progress/activity reports, collaborating with the City staff on technical issues and problems encountered, schedule updates, proposed changes in scope or schedule, and other management activities. The duration of the design is anticipated to be six (6) months and construction is anticipated to be six (6) months.

- Conduct five (5) conference call meetings during the Preliminary Design Phase to discuss and review the progress of the Project and identify any issues that may affect the project deliverables. A one (1) hour meeting is assumed with attendance by the Project Manager and Project Engineer.

- Communication and coordination with City's hydrogeologist during test well drilling/testing and final well drilling/testing.

- Direct the activities of the Carollo project team through regular progress meetings as well as interaction with reviewing agencies, subconsultants, and the City.

Task 1.3 Deliverables:

- Monthly Progress Reports.

1.4 Utility and Agency Coordination

Consultant shall:

- Provide utility and agency coordination, as needed, throughout the project duration. Track utility/entity submittals and comments on a utility submittal matrix, and identify the permits needed to execute the work, including the permits required by the Contractor.

1.5 Preliminary Design Report (PDR)

Consultant shall:

- Prepare the PDR and preliminary opinion of probable construction cost for the new well. Submit the PDR for City review.

Task 1.5 Deliverables:

- Deliverables will be included with the "Water Storage Tank Improvement Project" deliverable.

1.6 PDR Review Meeting with City Staff

Consultant shall:

- Attend a PDR review meeting with the City to discuss the City's review comments. A two (2) hour meeting is assumed with attendance by the Project Manager and Project Engineer.

TASK 2 FINAL DESIGN SERVICES

Upon receipt of written authorization by the City, the Consultant shall perform all Final Design Services necessary to provide for construction of the Improvements including furnishing plans and specifications to the City for review, approval and printing.

2.1 Prepare 90 Percent Plans and Specifications

Consultant shall:

- Address and incorporate appropriate comments from the PDR and the 30 percent plans into the 90 percent plans and specifications and provide written responses to all comments.

- Prepare 90 percent plans, specifications, and preliminary opinion of probable construction cost for the new well. Submit 90 percent documents for City review.

Task 2.1 Deliverables:

- Deliverables will be included with the "Water Storage Tank Improvement Project" deliverable.

- Responses to PDR comments related to the Plans and Specifications.

2.2 90 Percent Review Meeting with City Staff

Consultant shall:

- Attend a 90 percent review meeting with the City at City office to discuss the City's review comments. A two (2) hour meeting is assumed with attendance by the Project Manager and Project Engineer.

2.3 Prepare Final Plans and Specifications

Consultant shall:

- Address 90 percent review comments and incorporate applicable comments pursuant to the City's 90 percent review into the final plans, contract

documents, special conditions, technical specifications, bid schedule and opinion of probable construction cost. Provide written responses to all comments.

- Secure signatures from non City-owned agencies and utilities.

- Ensure that specifications and reports shall be sealed, signed, and dated for each discipline, by an appropriate professional engineer(s) licensed in the State of Nevada.

- The City will provide the Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award Instructions, Construction Contract and General Conditions to be included in the Contract Documents, that the Consultant will review and edit as needed to be project specific.

Task 2.3 Deliverables:

- Deliverables will be included with the "Water Storage Tank Improvement Project" deliverable.

- Responses to 90 percent design level review comments.

2.4 Permits and Approvals

Consultant shall:

- Submit project documents to review agencies in accordance with the tank design permitting.

TASK 3 BIDDING PHASE SUPPORT SERVICES

Upon receipt of written authorization by the City, the Consultant shall perform the following tasks related to providing Bidding Phase Support Services to the City.

3.1 Pre-Bid Conference

Consultant shall:

- Attend and provide technical support at one pre-bid conference to be held at the City offices. A one (1) hour meeting is assumed with attendance by the Project Manager.

3.2 Coordination/Clarifications

Consultant shall:

- Provide technical assistance to the City to coordinate issues and provide clarifications as needed during the bid period.

Task 3.2 Deliverables:

- As needed email correspondence to document clarifications.

3.3 Addenda

Consultant shall:

- Prepare and assist the City in preparing addenda to the construction contract documents as requested by the City. Preparation of two (2) addenda is assumed. The City shall sign and issue addenda to the plan holders. Revisions to the Plans and Specifications necessitating issuance of an addendum due to errors and omissions will not be considered for payment and compensation.

Task 3.3 Deliverables:

- Addenda, as needed, in the City's required format.

3.4 Conformed Contract Documents

Consultant shall:

- Prepare a conformed set of plans and specifications incorporating all addenda and changes addressed during the Bid Phase and provide reproducible copies to the City.

Task 3.4 Deliverables:

- One (1) full-size and one (1) half-size hard copy of the conformed Contract Documents. Provide one (1) electronic PDF copy of the Contract Documents.

TASK 4 CONSTRUCTION MANAGEMENT SUPPORT SERVICES

Upon receipt of written authorization by the City, the Consultant shall perform the following tasks related to providing Construction Management Support Services to the City.

4.1 Request for Information and Submittal Review

Consultant shall:

- Review and respond to Contractor requests for information (RFIs) and submittals. Two RFI's and 4 submittals are assumed.

Task 4.1 Deliverables:

- RFI and submittal responses will be provided electronically via email.

4.2 Change Order Assistance

Consultant shall:

- Provide change order assistance to the City to develop change order requests and design clarifications, as necessary. One change order is assumed for this scope of work.

Task 4.2 Deliverables:

- Change order assistance will be provided electronically via email.

4.3 Construction Progress Meetings

Consultant shall:

- Attend construction meetings monthly via teleconference (i.e. a maximum of eight (8) construction meetings) with the City and/or the Contractor.

4.4 Record Documents

Consultant shall:

- Produce a complete set of record documents based on the Contractor's as-built mark-ups. As-builts will be included in the tank design submittal.

4.5 Field Verification Services

Consultant shall:

- Perform two site visits specifically for well pump and/or well discharge piping/instrumentation review/coordination, coordinated with a monthly construction meeting, as requested by the City during construction activities.

- Assist the City in preparing punch list items and subsequent review if said punch list items have been addressed by the Contractor.

- As requested, provide in both hard copy and electronic media documents prepared by Consultant, including field notes.

Task 4.5 Deliverables:

- Field notes from two site visits.

- Punch list

TASK 5 SUPPLEMENTAL SERVICES

5.1 Design Change Related to Field Verification Services

Consultant shall:

- Review of data provided during well testing during drilling may require re-design. Elements that are assumed to remain as designed in the conformed documents are the site grading and drainage. In addition, it is assumed that water quality will be adequate so as not to include well head treatment other than chlorine dosing. If re-design of these elements is necessary, Consultant and City will coordinate to determine the appropriate course of action. For budgeting purposes, re-design of the following elements is assumed:
    - well pump and motor
    - pipe and valve sizing
    - associated electrical and instrumentation elements
    - concrete equipment/piping pads.

- Prepare design change documents (e.g. updated plans and specifications), as necessary, to address the actual conditions. Submit to City for review within ten (10) business days of completion of receipt of hydrogeologist's recommended well operating criteria (flow, water level, pump setting, column pipe size, and drawdown). The City will review and provide comments within five (5) business days. Incorporate City comments and issue final design change documents within three (3) business days.

Task 5.1 Deliverables:

- One (1) full-size and one (1) half-size hard copy of the draft and final design change documents. Provide one (1) electronic PDF copy of draft and final design change documents.

AGENDA ITEM: Gen. Bus. 2

CITY OF TULARE, CALIFORNIA
BOARD OF PUBLIC UTILITIES COMMISSIONERS
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Public Works / Solid Waste Residential

For Board Meeting of: November 3, 2016

Documents Attached: ☐ Ordinance ☐ Resolution ☐ Staff Report ☐ Other ☑ None

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AGENDA ITEM:
Award the purchase of 1,590 automated refuse cans to Cascade Cart Solutions, using NJPA Contract No. 020613-CEI in the amount of $85,297.26, which includes tax and shipping.

IS PUBLIC HEARING REQUIRED: ☐ ***Yes*** ☑ ***No***

BACKGROUND/EXPLANATION:
The City is a member of the National Joint Powers Alliance (NJPA) which is a national public service agency that provides for cooperative purchasing for government agencies. Through the NJPA Contract No. 020613-CEI, staff is requesting authorization to purchase 265 96-gallon brown automated cans, 765 96-gallon green automated cans and 530 96-gallon blue automated cans from Cascade Cart Solutions in the amount of $85,297.26.The City has purchased Cascade cans since 2008, and we have spare parts for the Cascade cans. The purchase of automated cans is budgeted in 2016/2017 for $160,000 and the proposal is within the budgeted amount.

STAFF RECOMMENDATION:
Award the purchase of 1,590 automated refuse cans to Cascade Cart Solutions, using NJPA Contract No. 010613-CEI in the amount of $85,297.26, which includes tax and shipping.

CITY ATTORNEY REVIEW/COMMENTS: ☐ ***Yes*** ☐ ***No*** ☑ ***N/A***

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ☐ ***Yes*** ☑ ***No*** ☐ ***N/A***

FUNDING SOURCE/ACCOUNT NUMBER: 012-4710-7001

Signed: Frank Rodriguez **Title: Solid Waste Manager**

Date: October 18, 2016 **City Manager Approval:** _____

AGENDA ITEM: Gen. Bus. 3

CITY OF TULARE, CALIFORNIA
BOARD OF PUBLIC UTILITIES COMMISSIONERS
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Public Works - Solid Waste Division

For Board Meeting of: November 3, 2016

Documents Attached: ☐ Ordinance ☐ Resolution ☐ Staff Report ☑ Other ☐None

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AGENDA ITEM:
Authorize the City Manager, or designee, to sign a contract with R3 Consulting Group of Roseville, CA in the amount of $135,000 to conduct the Solid Waste Route and Rate Study, Vehicle Impact Fee Study, Operations Review and a 10 Year Financial Plan subject only to minor conforming or clarifying changes acceptable to the City Attorney; approve the attached project sheet and appropriate project budget in the amount of $168,000 from Solid Waste Fund 012 fund balance; and authorize the City Manager or designee to approve contract change orders in the amount not to exceed 10% ($13,5000) of the contract amount.

IS PUBLIC HEARING REQUIRED: ☐ ***Yes*** ☑ ***No***

BACKGROUND/EXPLANATION:
City staff advertised a Request for Proposals in August 2016 for a firm to provide a series of studies and perform related tasks intended to satisfy the requirements of Proposition 218 for rate setting. Firms were requested to make proposals to provide:

- Vehicle impact fee study
- Route study
- Operations and technology review
- 10 year financial plan
- Rate study

Proposals were received from the following proposers:

Consultant	Location
R3 Consulting Group, Inc.	Roseville, CA
HF&H Consultants, LLC	Walnut Creek, CA
Willdan Financial Services	Temecula, CA

The proposals were reviewed and evaluated by the Solid Waste Manager, Management Analyst, and Project Manager. Based on the review of the proposals, staff requested interviews with the top two (2) proposers as based on their fit to perform all aspects of

the requested studies. Staff determined that most qualified firm to perform all tasks at the highest overall level of performance was R3 Consulting Group, Inc.

Staff is also requesting the Board approve the project sheet and budget appropriation of $168,000 from Solid Waste Fund 012 fund balance to cover the costs related to this project as itemized in the attached project sheet. The total amount of this project includes R3 Consulting Group, Inc's fees ($135,000); Prop 218 Mailing ($14,500), Contingency ($13,500) and staff time ($5,000). The mailing of the Proposition 218 notices cost estimate were based on the noticing fees related to the completed water and wastewater rate study.

STAFF RECOMMENDATION:
Authorize the City Manager, or designee, to sign a contract with R3 Consulting Group of Roseville, CA in the amount of $135,000 to conduct the Solid Waste Route and Rate Study, Vehicle Impact Fee Study, Operations Review and a 10 Year Financial Plan subject only to minor conforming or clarifying changes acceptable to the City Attorney; approve the attached project sheet and appropriate project budget in the amount of $168,000 from Solid Waste Fund 012 fund balance; and authorize the City Manager or designee to approve contract change orders in the amount not to exceed 10% ($13,5000) of the contract amount.

CITY ATTORNEY REVIEW/COMMENTS: ☑ ***Yes*** ☐ ***No*** ☐ ***N/A***

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ☑ ***Yes*** ☐ ***No*** ☐ ***N/A***

FUNDING SOURCE/ACCOUNT NUMBER: ***012-4710-5XXX***
012-4712-5XXX
012-4714-5XXX

Signed: Joseph Carlini **Title: Public Works Director**

Date: November 3, 2016 **City Manager Approval:** _____

Solid Waste Project

PROJECT #
Solid Waste Rate Study
(Operations)
(Study)
Districts 1,2,3,4,5

PROJECT MANAGER: Frank Rodriguez

PROJECT DESCRIPTION & PURPOSE: Rate study will provide all sections of the division with recommendations for equalizing our revenue stream, improve operating efficiencies, appropriate operating cost, and future financial planning.

KEY POINTS: Route Study, VIF Study, Financial Plan, Operations Review and Rate Study to be completed for Residential, Commercial, Sweeper and Roll Off Divisions.

PROJECT STATUS: Request for Funding FY 2016-2017

PROJECTED START DATE: 11/3/2016

PROJECTED END DATE: 8/1/2017

FUTURE M & O:
(Additional Cost & Department Responsibility) The ongoing M&O expense related to this project is already included in the Solid Waste Division's annual M&O budget.

CRITERIA (1-8): Criteria 7: Project addresses regulatory, safety, or environmental requirements that could threaten in whole or in part the City's ability to operate a core program or function at some future time if not replaced or repaired.

	Fiscal Year					Total	Unfunded
	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Costs Description							
Consultant	$135,000	$0	$0	$0	$0	$135,000	$0
Prop 218 Mailing	$14,500	$0	$0	$0	$0	$14,500	$0
Contingency	$13,500	$0	$0	$0	$0	$13,500	$0
Staff Time	$5,000	$0	$0	$0	$0	$5,000	$0
	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
Total Costs:	$168,000	$0	$0	$0	$0	$168,000	$0
Funding Sources							
Solid Waste Operating Fund 012	$168,000	$0	$0	$0	$0	$168,000	$0
	$0	$0	$0	$0	$0	$0	$0
Total Funding:	$168,000	$0	$0	$0	$0	$168,000	$0

CITY OF TULARE
RFP 17-590
ATTACHMENT V
AGREEMENT

This Agreement, entered into this ___ day of _____, 20___, by and between ***R3 Consulting Group, Inc.***, hereinafter referred to as the "CONSULTANT," and the City of Tulare, hereinafter referred to as the "CITY."

WITNESSETH

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is qualified and willing to provide such services pursuant to terms and conditions of this Agreement:

NOW, THEREFORE, BE IT AGREED, by and between the CONSULTANT and the CITY as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work

The CONSULTANT agrees to pay for and perform all work necessary to complete in a manner consistent with prevailing professional practice those tasks described in Exhibit "A", attached hereto and incorporated herein by this reference. Any conflict between Exhibit "A" and any exhibit attached thereto, and the provisions of this Agreement shall be construed in favor of the provisions provided herein.

B. Additional Services

Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The rate for such additional service will be agreed to by CITY and CONSULTANT prior to commencement of work. Such additional services shall not be performed by CONSULTANT without the express written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence forth within five (5) days following execution by both parties of this Agreement. The CITY will inform the CONSULTANT of said approval. The various tasks involved in the PROJECT shall be completed no later than_____.

Time extensions shall be granted only for good cause as determined at the sole discretion of the CITY.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

LIQUIDATED DAMAGES: Should the CONSULTANT fail to complete this contract, within the time fixed for such completion, pursuant to Government Code Section 53069.85, said CONSULTANT shall forfeit and pay (CITY may deduct he amount thereof from any money due or to become due to the CONSULTANT) the sum of ONE HUNDRED DOLLARS ($100.00) PER CALENDAR DAY for each and every day's delay as liquidated damages.

III. COMPENSATION

A. Total Compensation

For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full, _____ dollars ($_____) for all hours worked. CITY agrees to pay and CONSULTANT agrees to accept payment in accordance with Exhibit "B". Payment by CITY shall be within thirty (30) days following the first of the month for which payment is due, subject to CITY accounting procedures.

IV. AUTHORIZED REPRESENTATIVE

The _____ shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Tulare is specifically required.

V. TERMINATION

The CITY or the CONSULTANT may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished and unfinished documents and other materials shall, at the option of the CITY, become its property. If this AGREEMENT is terminated by the CITY as provided for herein, the CONSULTANT shall be paid for the tasks (as set forth in Exhibit "A") satisfactorily completed prior to the date of termination, and in the amounts set forth herein, including CONSULTANT'S reasonable costs associated with the termination itself if termination effectuated by CITY, less compensation, if any, to the CITY for damages suffered as a result of the CONSULTANT'S failure to comply with the terms of this AGREEMENT.

VI. TERMINATION OF AGREEMENT FOR CAUSE

A. The CITY may be written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

1 If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or

2. If the CONSULTANT fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of ten

(10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

B. In the event the CITY terminates this Agreement in whole or in part as provided in paragraph "A" above, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated and seek recovery of any additional costs from the CONSULTANT.

C. Except with respect to defaults of subcontractors, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subcontractor, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

D. Should the Agreement be terminated as provided in paragraph "A" above, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement. Upon termination as provided in paragraph "A" above, the CONSULTANT shall be paid the value of the work performed, less payments of compensation previously made. Payment of fees previously made by the CITY to the CONSULTANT shall be credited to the amount payable to the CONSULTANT for allowable costs as provided herein except, however, the CONSULTANT shall be entitled to proportionate fee, if any, which in the option of the CITY, it has legitimately earned and was not related to the cause for which this Agreement was terminated.

E. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement has been terminated for the convenience of the CITY.

VII. INTEREST OF OFFICIALS AND THE CONSULTANT

A. No officer, member, or employee of the CITY or another public official of the governing body of the locality or localities in which the work, pursuant to this Agreement is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:

1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services

required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting *bonafide* established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warrant, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement without liability, or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.

B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing this particular type of work.

IX. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. The CONSULTANT shall not assign, delegate or transfer the rights and duties under this Agreement or any part thereof, without the prior written consent of the CITY.

X. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

XI. DISPUTE

Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

ATTORNEY'S FEES. In the event that suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, reasonable attorney's fees. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

XII. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XIII. PROHIBITION OF ASSIGNMENT

Neither the CITY nor CONSULTANT shall assign or transfer their interest in this Agreement without the written consent of the other party.

XIV. PUBLICATION

No report, information, or other date given or prepared or assembled by the CONSULTANT pursuant o this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect to hold in confidence any confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

XV. COPYRIGHTS

The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XVI. INDEMNIFICATION AND INSURANCE

A. As respects to acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless the CITY, its officers, employees, and the CITY's designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONSULTANT'S negligent acts, errors or omissions in the performance of his/her professional services under the terms of this contract.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at the CITY's option), and hold harmless CITY, its employees, agents, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature caused in whole or in part by any negligent act or omission of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

B. Without limiting the CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers' Compensation Insurance with statutory limits, and employer's liability insurance with limits of not less than $1,000,000 per accident.

2. Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractors' Liability (if applicable), in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

3. Professional Liability Insurance coverage, including contractual liability, in an amount not less than One Million Dollars ($1,000,000.00), and CONSULTANT shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four year period, CONSULTANT shall use CONSULTANT'S best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

4. Comprehensive Auto Liability coverage, including (as applicable) owned, non-owned and hired autos in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

C. The CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.

D. Each insurance policy required by this Agreement shall contain the following clauses: "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the General Manager.

"It is agreed that any insurance maintained by the CITY shall apply in excess of and not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

"The City, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with the City."

E. Upon CITY's request, CONSULTANT shall deliver to the CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of CITY'S request, CONSULTANT SHALL PROVIDE TO the CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the CITY, it shall be CONSULTANT'S responsibility to see that the CITY receives documentation acceptable to the CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

Also, the CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

F. In addition to any other remedies the CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the CITY may, at is sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.
3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies the CITY may have and is not the exclusive remedy for CONSULTANT'S failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT'S or its subcontractor's performance of the work covered under this Agreement.

XVII. OWNERSHIP OF DOCUMENTS

All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

XVIII. NOTICES

Notice shall be sufficient hereunder if personally served upon the City Manager of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

XIX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

XX. INTEGRATION

This Agreement represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with

respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing singed by the CITY and the CONSULTANT.

XXI. MISCELLANEOUS PROVISIONS

A. CONSULTANT covenants that he presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder.

B. CONSULTANT will not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, marital status, or national origin. CONSULTANT will take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

CITY OF TULARE

By_____ By_____

CONSULTANT

_____

Federal I.D. #_____ City Business License #_____

AGENDA ITEM: Gen. Bus. 4

CITY OF TULARE, CALIFORNIA
BOARD OF PUBLIC UTILITIES COMMISSIONERS
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Public Works / Solid Waste – Commercial Division

For Board Meeting of: November 3, 2016

Documents Attached: ☐ Ordinance ☐ Resolution ☐ Staff Report ☑ Other ☐ None

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AGENDA ITEM:
Award Bid 17-601 to Will Tiesiera Ford of Tulare, CA for the purchase of two container carrier trucks with the Stellar ECCR body style in the amount of $150,403.34 including tax and license; and transfer $403.34 of allocated funds from the replacement unit for Solid Waste Division Replacement of Unit #530 to cover the shortage of funds allocated by the Fleet Replacement Budget.

IS PUBLIC HEARING REQUIRED: ☐ ***Yes*** ☑ ***No***

BACKGROUND/EXPLANATION:
For the 2016 / 2017 Budget year the Solid Waste Division requested and was approved the purchase of two (2) replacement Container Trucks in the amount of $150,000 from the Fleet Control Budget (FCB).

Bid No. 17-601 for two Container Carrier Trucks was sent to vendors that specified 2 options for the bed configuration, a non-rotating option (ECC) and a rotating option (ECCR). The ECCR model includes a rotator unit which will be beneficial for maintenance staff to effect repairs and will provide the ability to empty container into roll off boxes. It was unclear at the time of the Bid whether that desired option would be within the allocated FCB.

The Bid for the desired two (2) trucks equipped with the rotator option came in $403.34 over the funds allocated by the FCB.

Company	Location	Body Type	Amount
Will Tiesiera Ford	Tulare	Stellar ECCR	$150,403.34
Will Tiesiera Ford	Tulare	Stellar ECC	$144,403.34

Bids were in compliance with the bid specifications and met the condition of the City's purchasing policy.

Funds approved from the FCB for the budget year 2016 /2017 will be used from another Solid Waste Division vehicle unit #0530, to cover the shortage.

STAFF RECOMMENDATION:
Award Bid 17-601 to Will Tiesiera Ford of Tulare, CA for the purchase of two container carrier trucks with the Stellar ECCR body style in the amount of $150,403.34 including tax and license; and transfer $403.34 of allocated funds from the replacement unit for Solid Waste Division Replacement of Unit #530 to cover the shortage of funds allocated by the Fleet Replacement Budget.

CITY ATTORNEY REVIEW/COMMENTS: ☐ Yes ☑ No ☐ N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ☐ Yes ☑ No ☐ N/A

FUNDING SOURCE/ACCOUNT NUMBER:

Signed: **Frank Rodriguez** **Title: Solid Waste Manager**

Date: **October 24, 2016** **City Manager Approval:** _____

City of Tulare

Bid 17-601 Solid Waste Container Carrier Trucks
Thursday, October 20, 2016 – 2:00p.m.

	NAME OF COMPANY	CITY	AMOUNT
1	WILL TIESIERA FORD	TULARE, CA	$ 144,025.70
2	WILL TIESIERA FORD	TULARE, CA	$ 150,403.34
3			$
4			$
5			$
6			$
7			$
8			$
9			$
10			$
11			$
12			$
13			$
14			$

RETAILER W/OUT WITH

ATTESTED AND OPENED BY: _____
Chief Deputy City Clerk

RECORDED BY: _____

WITNESS: _____

Note: Bids/RFP's are subject to review and verification.

AGENDA ITEM: Gen. Bus. 5

CITY OF TULARE, CALIFORNIA
BOARD OF PUBLIC UTILITIES COMMISSIONERS
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: City Manager's Office

For Board Meeting of: November 3, 2016

Documents Attached: ☐Ordinance ☐Resolution ☐Staff Report ☐Other ☑None

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AGENDA ITEM:
Update regarding Soults Mutual Water Company water system improvement project. (Informational Item Only).

IS PUBLIC HEARING REQUIRED: ☐ ***Yes*** ☑ ***No***

BACKGROUND/EXPLANATION:
In May and June of 2016, staff met with Soults Mutual Water Company, the State Division of Drinking Water (DDW), Provost & Pritchard (P&P), Self-Help Enterprises (SHE) and the County of Tulare to discuss the Soults Mutual Water Company Water System Improvement Project. Soults MWC has received a planning grant from DDW to prepare a preliminary engineering report, environmental documents and plans and specs related to the system improvements. It was determined that the best alternative would be the connection of Soults Tract to the City's water system.

Connection of the Soults tract map with the City would include installation of new water lines in the Soults Tract and an extension of the water main on Inyo Avenue. Soults MWC has received a Proposition 84 grant for the preliminary study and would apply for a SRF grant for the construction of the replacement and new lines. In the short term, DDW has requested that the City consider a temporary water connection to Soults to put them in compliance with a violation order issued by the State and to eliminate the need for bottled water that they are currently supplying the residents.

In 2004, the BPU approved a temporary water connection to Soults MWC due to high nitrates in the Soults well. Problems began immediately after the connection was made with water consumption averaging over 30,000 gallons per day. The residents cut back their consumption, but the meter readings remained high indicating heavy leakage in the system. After less than a week, Soults requested to turn off our water and they turned their pumps back on. Since then, Soults has replaced the water lines and is confident there is no longer any excess leakage in the system.

The proposed wholesale agreement is currently being drafted by the City Attorney and will be brought before the Board at a future meeting. The agreement will be with Soults

MWC and they will be billed as one account holder. There are 36 homes within the tract and the wholesale agreement will include compliance with City ordinances.

STAFF RECOMMENDATION:
Update regarding Soults Mutual Water Company water system improvement project. (Informational Item Only).

CITY ATTORNEY REVIEW/COMMENTS: ☑Yes ☐No

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ☐Yes ☑No

Signed: Trisha Whitfield **Title: Project Manager**

Date: October 25, 2016 **City Manager Approval:** _____