



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, May 1, 2012

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**6:00 p.m. - Executive Session**

**AGENDA**

Safe Harbor for Closed Session - Pursuant to Government Code Section 54954.5

Pursuant to Government Code Section 54956.9(b) – Personnel – Management Analyst- Advice from Legal Counsel – EEOC Charge No. 550-2011-01815

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Attorney

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**6:30 p.m. – Regular Meeting**

**AGENDA**

*Members of the City Council*

*Woody Fridae, Mayor  
Cecilia Aguilar-Curry, Mayor Pro-Tempore  
Harold Anderson  
Michael Martin  
Tom Stone*

*John W. Donlevy, Jr., City Manager  
John Wallace, City Attorney  
Nanci Mills, City Clerk*

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PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

## COUNCIL/STAFF COMMENTS

### PUBLIC COMMENTS

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

### CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council held on Tuesday, April 17, 2012 (pp 1-6)
- B. Award of Contract to Maggiora & Ghilotti Construction, Inc. for the Putah Creek Bridge Replacement-North Bank Improvements, Project No. 08-05 (pp 7-21)
- C. Amplified Sound Permit Application Submitted by Marco and Briana Martinez (pp 22-24)
- D. Amplified Sound Permit Application Submitted by Roots to Wine (pp 25-26)
- E. Authorize Contract for Professional Services with Padilla and Associates, Inc. for Labor Compliance Monitoring for Orchard Village Park Project (pp 27-50)
- F. Approve Purchase of Equipment from Rain for Rent to Repair South Spray Fields at Wastewater Treatment Facility, Amount Not To Exceed \$5,350 (pp 51-54)

- G. Award of Contract to Vintage Paving Company, Inc. for the Grant Avenue and Matsumoto Lane Signal Improvements, Project No. 11-01 (pp 55-61)

PRESENTATIONS

Corporal Promotions of Police Officers Albert Ramos and Jeremy Warren (No Backup)

Solano College Update (pp 62-82)

DISCUSSION ITEMS

1. Yocha Dehe Community Fund Donation (pp 83-87)
2. North Bank Conservation Easement- Management Agreement with Sacramento Valley Conservancy (Under Separate Cover).

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CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY

- 1.
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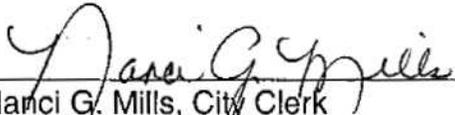
CITY MANAGER REPORT

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the May 1, 2012 regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on April 26, 2012, and made available to the public during normal business hours.

  
Nanci G. Mills, City Clerk

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*Staff recommendations are guidelines to the City Council. On any item, the Council may take action, which varies from that recommended by staff.*

*The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.*

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City Clerk's Office – City Hall – 318 First Street

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Wednesday at 10:00 a.m.

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Minutes of the Winters City Council Meeting  
Held on Tuesday, April 17, 2012

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**5:30 p.m. - Executive Session**

**AGENDA**

**Safe Harbor for Closed Session - Pursuant to Government Code Section 54954.5**

**Pursuant to Government Code Section 54956.9(b) – Personnel – Management Analyst- Advice from Legal Counsel – EEOC Charge No. 550-2011-01815**

Mayor Fridae said there was no reportable action on this single item.

**Pursuant to Government Code Section 54956.8 – Real Estate Negotiations - Downtown Hotel between Railroad Avenue, Abbey Street, First Street and Newt's Expressway, Winters, CA, Real Property Negotiator City Manager John W. Donlevy, Jr.**

**Pursuant to Government Code Section 54956.8 – Real Estate Negotiations - Grant Avenue Commercial Project, APN's 003-370-028, 003-370-029, 003-370-030 - Real Property Negotiator City Manager John W. Donlevy, Jr.**

**Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Attorney**

City Manager John Donlevy said there was no reportable action for the remaining three items heard in closed session.

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**6:30 p.m. – Regular Meeting**

**AGENDA**

Mayor Fridae called the meeting to order at 6:30 p.m.

Present: Council Members Cecilia Aguiar-Curry, Harold Anderson, Michael Martin,  
Mayor Woody Fridae  
Absent: Council Member Tom Stone  
Staff: City Manager John Donlevy, City Attorney John Wallace, City Clerk Nanci  
Mills, Director of Financial Management Shelly Gunby, Police Chief Sergio  
Gutierrez, and Administrative Assistant Tracy Jensen.

Sheila Carbahal led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested that a presentation by Yolo 2-1-1 be added to the agenda following the Public Comment period or following the Consent Calendar. Motion by Council Member Aguiar-Curry, second by Council Member Martin to approve the agenda with said addition. Motion carried unanimously.

COUNCIL/STAFF COMMENTS: Council Member Aguiar-Curry attended the Water Resources Association (WRA) technical meeting on 4/5; attended the WRA Executive meeting regarding the budget and reported that the City of Winters' contribution will remain the same as the last four years; the WRA will be hosting Deputy Secretary of Natural Resources Jerry Merrill at a public meeting scheduled for 6/7 at the Woodland Senior Center at 3:00 p.m., where they will be discussing Delta issues. Ms Aguiar-Curry thanked the Youth Day volunteers for all their hard work, announced the 5K fun run and said they are looking for helpers with the race. The non-denominational Helping Hands group of approximately 300 will be in town to help with the park and Youth Day activities; attended a meeting with Congressman John Garamendi last week.

Council Member Anderson attended a County 2X2 with Mayor Fridae on 3/28, where County Supervisor Saylor was present and discussed social services; attended a Yolo County Oversight Board meeting at the Woodland Community Center on 4/8 and thanked the Woodland City Manager and staff for a smooth and well-organized meeting; also attended a SACOG Transportation and Air Quality Committee meeting on 4/8; attended a City Oversight Board Meeting in Winters and thanked City Manager Donlevy and staff for a smooth meeting, where the board agreed on a ROPS (Recognized Obligation Payment Schedule), which was then forwarded to the County and State agencies; attended a SACOG-sponsored lunch at the Citizen Hotel in downtown Sacramento on 4/10, where Senator Feinstein and Congresswoman Matsui were in attendance; attended a lunch meeting with Council Member Aguiar-Curry on 4/12 and met with Congressman Garamendi and discussed issues with the Sacramento River; attended an LPCCC meeting in Vacaville on 4/12 at the Solano Irrigation District Office.

Council Member Martin said Dr. Laguerre, Superintendent and President of Solano College, is putting together a Blue Ribbon Panel at Solano College on 4/20, and Council Member Martin said he will bring back information to the Council.

Mayor Fridae reminded everyone of the Rotary Club Breakfast to kick off Youth Day on Saturday, April 28, and that the day will be full of activities.

PUBLIC COMMENTS: Sheila Carbahal, representing the Winters Cemetery District, asked for clarification about the pass-through agreement, which was implemented in 1992. She asked whether the agreement is with the City of Winters or was with the disbanded Redevelopment Agency. The Winters Cemetery has received \$783/year in the past, and the District is presently receiving \$602/year. City Manager Donlevy said he would be happy to sit down with Ms. Carbahal and Mr. Larry Justus to clarify and discuss.

### CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on March 20, 2012
- B. Minutes of the Special Meeting of the Winters City Council Held on March 27, 2012
- C. Parade Permit for 76<sup>th</sup> Annual Winters Youth Day Parade
- D. Street Closure Request by Buckhorn Steakhouse for Monthly Car Shows to be Held on the Second Tuesday of the Month through October 2012
- E. Award a Construction Contract to Pacific Utility Construction, in the Amount of \$10,800, for the Matsumoto Signal Conduit Directional Bore, and Authorize the City Manager to Execute the Contract on the City's Behalf
- F. Amplified Sound Permit Application Submitted by Debra and Lew Wisdom, 127 Carrion Ct., Winters

City Manager Donlevy gave an overview. Motion by Michael Martin, second by Council Member Anderson to approve the Consent Calendar. Motion carried unanimously.

### PRESENTATIONS

Yolo County Library representative Adelita Serena introduced "2-1-1 Yolo" , a new referral resource line for all of Yolo County that can help residents find services that will help with providing food, housing, employment, health care, counseling and more. Services are based on a sliding scale. This service is free of charge, confidential, multi-lingual, is available 24 hours a day, year round and is meant to alleviate 9-1-1 calls.

### DISCUSSION ITEMS

1. **Second Reading and Adoption of Ordinance 2012-02, An Ordinance of the City Council of the City of Winters Repealing Ordinance No. 2011-04 Which Determined the City would Comply with the Alternative Voluntary**

**Redevelopment Program Pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in Order to Permit the Continued Existence and Operation of the Community Development Agency of the City of Winters**

City Manager Donlevy gave an overview. Motion by Council Member Aguiar-Curry, second by Council Member Anderson to approve Ordinance 2012-02. Motion carried with the following vote:

**AYES:** Council Members Aguiar-Curry, Anderson, Martin, Mayor Fridae  
**NOES:** None  
**ABSENT:** Council Member Stone  
**ABSTAIN:** None

**2. Second Reading and Adoption of Ordinance 2012-03, An Ordinance of the City Council of the City of Winters Adding Sections 2.52.090 and Sections 2.52.100 to Title 2, Chapter 2.52 of the Winters Municipal Code to Establish Powers, Authority and Duties of Level 1 Police Reserves**

City Manager Donlevy introduced Police Chief Sergio Gutierrez, who gave an overview. Currently the reserves assist or supplement the full-time officers. Chief Gutierrez said he would like to consider hiring retired officers onto the staff as Level 1 police reserves. The Level 1 police reserves must adhere to City policies and would not require direct supervision. The department requires a formalized training of a minimum of 284 hours plus 200 hours of ride-along with an officer. The initial mandatory training would be a minimum of 16 hours per month. The Chief of Police may waive training requirements based on experience.

Council Member Martin asked if the new hires would be held to the same standards during the selection process and Chief Gutierrez said yes, they too would have to meet the P.O.S.T. standard qualifications and requirements. Council Member Aguiar-Curry asked how many new hires were being anticipated. Chief Gutierrez said the goal is five reserves and the department currently has three reserves, who worked 425 hours in 2011. Council Member Aguiar-Curry asked if there would be an increase of liability to add two more officers. Chief Gutierrez said maintaining accountability through training and policy would alleviate an increase of liability. Council Member Aguiar-Curry asked if Council would be able to receive an annual or bi-annual staffing update of who is included on the Police force, where they have previously worked, etc. Chief Gutierrez said he would check with Administrative Services Director Nanci Mills. Chief Gutierrez said a police staff report will be produced annually, similar to the 2010 Annual Police Staff Report that was brought before Council at the 8/2/11 City Council meeting.

Motion by Council Member Aguiar-Curry, second by Council Member Martin to approve Ordinance 2012-03. Motion carried with the following vote:

**AYES:** Council Members Aguiar-Curry, Anderson, Martin, Mayor Fridae  
**NOES:** None  
**ABSENT:** Council Member Stone  
**ABSTAIN:** None

**3. Second Reading and Adoption of Ordinance 2012-04, An Ordinance of the City Council of the City of Winters Amending Sections 3.24.020, 3.24.030, 3.24.060 and 3.24.110 of the Winters Municipal Code and Adding Section 3.24.135 to the Winters Municipal Code to Make Certain Clarifying and Conforming Changes Regarding the City of Winters Transient Occupancy Tax**

City Attorney Wallace said this ordinance is modernizing the City of Winters Transient Occupancy Tax ordinance and will bring us current with state law. Council Member Aguiar-Curry asked if an increase from 10% to 12% could be considered at the 2014 elections.

Motion by Council Member Aguiar-Curry, second by Council Member Anderson to approve Ordinance 2012-04. Motion carried with the following vote:

**AYES:** Council Members Aguiar-Curry, Anderson, Martin, Mayor Fridae  
**NOES:** None  
**ABSENT:** Council Member Stone  
**ABSTAIN:** None

**4. Schedule Meeting Day for City Manager Performance Evaluation**

City Manager Donlevy and the Mayor and Council Members scheduled the City Manager's Performance Evaluation for Tuesday, May 8<sup>th</sup> @ 4:00 p.m. at City Hall.

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**CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY**

**1.**

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**CITY MANAGER REPORT:** There have been questions about the pool season and possible issues with the WJUSD. The pool will be open and the City pays all expenses during the summer months. The pool will be open for Adult Lap Swim from May 1<sup>st</sup> to October 31<sup>st</sup> and Justin Hyer is returning as the Pool Manager. Council Member Anderson has reviewed the financial reports and questioned the income and expenses

for the pool and the Community Center. City Clerk Mills said the City is currently in the second of two year of an agreement with the Community Center and Pool Fund Committee (CCAPFC), wherein each facility has received \$3,000/yr. City Manager Donlevy said these entries would be included at the budget workshop agenda.

The City opened bids on the Northbank Trail Project and due to a miscalculation on one item, the apparent low bidder, Ariza Construction, requested to be relieved of their bid, although the error still resulted in it being the lowest bid. But due to the litigious nature, the job will go to the second lowest bidder, Maggiora & Ghilotti. City Manager Donlevy said the current bidding climate is cut-throat.

Last week was the first Oversight Board meeting for the Successor Agency to the Winters Community Development Agency. A call was received from the State Department of Finance, some aspects of which was disturbing, including the State Department of Finance possibly becoming the regulatory agency.

Steve Shea will sit down and discuss small cities vs. large cities at Congressman Garamendi's office. One solution does not fit for all.

On 4/24, the bid opening for the Grant Avenue and Matsumoto Lane Signal Improvements will take place, as well as the water/sewer projects out at I-5.

City Manager finished by saying there remained three closed session items to address.

### **INFORMATION ONLY**

1. February 2012 Treasurer and Investment Reports

**ADJOURNMENT:** Mayor Fridae adjourned the meeting back into Executive Session at 7:40 p.m.

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Woody Fridae, MAYOR

**ATTEST:**

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Nanci G. Mills, City Clerk



## STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** May 1, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Construction Contract for Putah Creek Bridge Replacement - North Bank Improvements, Project No. 09-01

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**RECOMMENDATION:** For the Putah Creek Bridge Replacement - North Bank Improvements, Project No. 09-01, staff recommends the City Council:

- 1) Deem Ariza Construction, Inc. as non-responsive and reject their bid; and
- 2) Authorize the City Manager to execute a Construction Contract with Maggiora & Ghilotti, Inc. in the amount of One-Million Forty-Seven-Thousand Forty-Seven dollars (\$1,047,047.00) for the Base Bid plus Add Alternates #1 and #2; and
- 3) Authorize expenditures in the amount of One-Million Two-Hundred-Four-Thousand One-Hundred-Four Dollars (\$1,204,104) for construction; and
- 4) Authorize the City Manager to approve Work Order No. 12-001 with KC Engineering Company, in the amount of Fifteen-Thousand Seven-Hundred Thirty-Five dollars (\$15,735), for materials sampling/testing and special inspections; and
- 5) Review and approve the revised Project Budget Sheet (April 2012).

**BACKGROUND:** The construction documents were previously advertised in September 2011 and bids were opened on October 11<sup>th</sup>. The low bid was \$1,507,751 and the available budget was \$1,208,000. Based on the results, Council rejected all bids and authorized staff to work with the Landscape Architect to identify scope items to delete, change, or include as alternates. These changes were approved by the Putah Creek Committee and Council in November 2011.

The construction documents were re-packaged, and re-advertised in February 2012. Bids were opened on April 5<sup>th</sup>, and the results are attached. The recommended award amount is \$1,047,047 and the Landscape Architects estimate was \$1,181,636.

The Base Bid improvements include a 10-foot wide ac trail, trash/recycling receptacles, signage for interpretive and educational purposes, mitigation and restoration planting and associated irrigation system, and fencing. The Add Alternates include site furnishings – picnic tables and benches, and security/safety lighting at the entrances and mid-trail. These improvements provide improved emergency and public access, and mitigation maintenance access. The project also includes a conservation easement for portions of the site to handle anticipated mitigation plantings of elderberries and associated native plants. The easement was approved by Caltrans and Fish and Wildlife Service, and an Agreement is being executed with Sacramento Valley Conservancy.

### Rejection of Low Bid

Ariza submitted the low monetary bid of \$937,817 for the base bid plus add alternates. The bid instructions stipulated that the lowest 3 bidders had until 4:00 pm on the 4<sup>th</sup> business day after the bid opening date to submit Underutilized Disadvantaged Business Enterprises/Disadvantage Enterprises (UDBE/DBE) Commitment Form or Good Faith Effort documentation. Unfortunately,

Ariza failed to submit the required documentation, and therefore should be deemed non-responsive.

With the use of federal funds, the City is required to specify a Under-utilized Disadvantaged Business Enterprises (UDBE) goal. A UDBE company is a member of one of the following groups: Black Americans, Native Americans, Asian-Pacific Americans, and Women. The City established a UDBE goal of 9% for this project, so contractors were required to meet the goal with their own company, or through subcontractors and suppliers. If they were unable to meet the goal, they were required to demonstrate that an adequate good faith effort was made to solicit proposals from UDBEs in an effort to meet the goal.

For the record, Ariza submitted a letter (attached) requesting relief from their Bid due to an error in their Bid. In accordance with Public Contract Code, Section 5100, a Contractor may seek relief from their Bid, if they can show an error was made and the error was not due to poor judgment, or carelessness in reviewing the work site or reading the contract documents. The request is mute, since they are deemed non-responsive as discussed above.

Award to Maggiora & Ghilotti, Inc.

Staff reviewed the bid package from Maggiora & Ghilotti, Inc. as the apparent second low bidder. They are the Contractor that recently completed the Putah Creek Nature Park: Channel Realignment and Floodplain Restoration project. Although they did not meet the UDBE goal of 9% (they propose only 2.6%) for this project, they submitted documentation showing a good faith effort, which has been reviewed and deemed adequate. Therefore, staff considers them responsive and responsible.

Maggiora & Ghilotti, Inc. submitted a bid of \$1,047, 047 for the base bid plus add alternates. The requested amount for construction expenditures (\$1,204,104) includes a 15% contingency, which is typical for this type of project along a waterway that is access-constrained. The City controls the contingency and the additional funds will only be authorized if deemed necessary due to unforeseen conditions or value-added improvements. Staff requests Council authorize the City Manager to execute a contract with Maggiora & Ghilotti, Inc. Construction should commence in mid-June with completion slated for February 2013.

KC Engineering Work Order

Materials sampling/testing and special inspections services are necessary to ensure conformance with the contract documents and building permit. KC Engineering Company is one of the City's on-call geotechnical firms and they have performed similar services on other agency projects. They provided a proposal to perform the serves, which is deemed appropriate. Staff recommends Council authorization for the City Manager to sign Work Order No. 12-001 (attached), in the amount not to exceed \$15,735, for the materials sampling/testing, and special inspection services.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** The project is funded by local funds (Park Impact) and federal funds (SAFETEA-LU Demonstration funds and RSTP). An updated Project Budget Sheet is attached for review and approval. Additional federal funds (RSTP) in the amount of \$59,083 were added through SACOG, and are available for construction. The overall project total was reduced to reflect the favorable bid and award amount, resulting in the City's allocation being reduced from \$626,960 to \$520,777.

Attachment: Bid Results  
Letter from Ariza  
KC Engineering Work Order  
Project Budget Sheets (approved and revised)



**PUTAH CREEK BRIDGE REPLACEMENT ~ NORTH BANK IMPROVEMENTS**  
**PROJECT NO. 08-05 ~ FEDERAL AID PROJECT NO. HPLUL 5110 (024)**  
**BID OPENING – THURSDAY, APRIL 5, 2012 AT 2:00 P.M.**

CONTRACTOR	TOTAL BASE BID	ADD ALT #1	ADD ALT #2	TOTAL BASE BID + ADD ALT #1 & ADD ALT #2
ARIZA CONSTRUCTION INC	\$893,417.00	\$16,400.00	\$28,000.00	\$937,817.00
MAGGIORA & GHILOTTI	\$1,008,847.00	\$21,200.00	\$17,000.00	\$1,047,047.00
JASON ABEL	\$1,079,057.80	\$19,844.00	\$18,250.00	\$1,117,151.80
S W ALLEN	\$1,086,696.00	\$15,702.00	\$18,194.00	\$1,120,592.00
VINTAGE	\$1,163,152.00	\$22,000.00	\$9,990.00	\$1,195,142.00
C & C CONSTRUCTION	\$1,164,228.50	\$17,776.00	\$19,034.40	\$1,201,038.90
DIAMOND D	\$1,217,577.90	\$18,754.00	\$31,214.00	\$1,267,545.90
GHILOTTI CONSTRUCTION	\$1,255,835.00	\$17,200.00	\$19,000.00	\$1,292,035.00
VALENTINE	\$1,254,179.50	\$25,830.00	\$34,000.00	\$1,314,009.50
G D NIELSON	\$1,677,510.00	\$24,208.00	\$30,000.00	\$1,731,718.00
L.A. Estimate	\$1,163,036.00	\$18,600.00	\$15,000.00	\$1,196,636.00

\*\*\*Indicates corrected revised amount due to math error in Bid Proposal.

# ARIZA CONSTRUCTION, INC.

VIA FAX, CERTIFIED MAIL AND HAND DELIVERY

April 11, 2012

City of Winters  
Eric Lucero  
Department of Public Works  
318 First Street  
Winters, CA 95894

City of Winters  
John W. Dantevy, Jr.  
City Manager  
318 First Street  
Winters, CA 95894

Project: Putah Creek Bridge Replacement—North Bank Improvements  
Project No. 08-06-C1  
Our Client: Ariza Construction, Inc.  
Subject: Request for Relief Pursuant to Public Contract Code §§5100 et seq.

Gentlemen:

Ariza Construction, Inc. [hereinafter "Ariza"] requests to be relieved of its bid, pursuant to California Public Contract Code §§5100 through 5103 and that the City of Winters [hereinafter "City"] allow Ariza to withdraw its Bid Proposal submitted to the City on April 5, 2012 in connection with the Putah Creek Bridge Replacement--North Bank Improvements Project [hereinafter "Project"] based upon the following facts and circumstances:

1. I am the President of Ariza Construction, Inc. and was personally involved in preparing the estimate and Bid Proposal that Ariza ultimately submitted to the City in connection with the Project. In addition to obtaining bids from various subcontractors, I also estimated various components of work to be self-performed by Ariza.
2. One of the items of work to be performed on the Project involved the furnishing and placement of rip-rap that was identified on the bid form as Bid Item No. 18. I prepared the estimate based upon Ariza performing this item of work. I estimated the direct cost for Bid Item No. 18 at \$78.00 per cubic yard and added markup of 10% and rounded that amount to \$85.00 per cubic yard. Attached as Exhibit A is my take-off for Bid Item No. 18 for rip-rap. On the day of bid opening, I filled in the unit price and item totals for the various bid items contained on the bid sheet including unit prices for work to be self-performed by Ariza.
3. Along with a spreadsheet, I used the bid proposal form listing the various bid items and filled out the costs for those bid items so that the final amounts on my bid proposal sheet could be communicated by telephone to our bid runner who was waiting in Winters for the final unit prices and item totals so she could fill in those final unit prices and item totals on the Bid Proposal sheet to be submitted with Ariza's bid. I telephoned our bid runner shortly before the bid opening and directed her to fill in the final unit prices and item totals located on the bid form including the cost for Bid Item No. 18.

5433 El Camino Avenue, Suite 1 \* Carmichael, CA 95608

Phone: 916-977-0667 \* Fax: 916-977-0669

Bid quote fax: 916-779-1472

License No. 455237

City of Winters  
Eric Lucero / John Donlevy, Jr.

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4. In communicating the final unit price and item total for Bid Item No. 18, I inadvertently directed our bid runner to insert the unit price of \$8.50 and the corresponding item total of \$3,315. While listing the unit price and item total for Bid Item Nos. 18 on my bid form, I inadvertently used \$8.50 per cubic yard instead of the \$86.00 per cubic yard I had estimated for the cost to complete this item of work. When listing this bid item cost in my proposal form which I used to communicate a final cost to our bid runner, I multiplied the unit cost by \$8.50 instead of \$86.00 resulting in the insertion of the incorrect total cost for this bid item.

5. Because of this calculation error, the cost for this item was listed on the Bid Proposal as \$3,315 instead of \$33,150. A true and correct copy of the bid form with unit prices and the total base bid amount submitted to the City by Ariza is attached hereto as Exhibit B. The mistake by myself in using \$8.50 instead of \$86.00 as the unit cost per cubic yard in calculating the cost for Bid Item No. 18 was clerical in nature and was not caused by an error in judgment or carelessness in inspecting the site of the work or in reading the plans and specifications.

6. The mistake identified above made Ariza's Bid Proposal materially different than Ariza intended since Ariza's Bid Proposal should have been \$30,000 more than the amount set forth in Ariza's bid.

Inasmuch as Ariza Construction, Inc. has established entitlement to relief pursuant to California Public Contract Code §§5100 et seq. Ariza Construction, Inc. respectfully requests that the City of Winters grant Ariza Construction, Inc.'s request to withdraw its bid proposal in its entirety and consent to relieve Ariza Construction, Inc. of its bid.

Sincerely,



MARC ARIZA  
President

Enclosures

City of Winters  
On-Call Materials Sampling and Testing

**WORK ORDER**

Date: March 13, 2012

Consultant: KC Engineering Company

Work Order No. 12-001

Project: Putah Creek Bridge Replacement-North Bank Improvements,  
City Project # 08-05/Federal Aid Project # HPLUL-5110(024)

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To: David V. Cymanski, G.E., Principal Engineer

From: City Engineer, City of Winters

**You are hereby authorized to proceed with the following work, for the above-listed project, in accordance with the executed Consultant Services Agreement, dated October 26, 2011, and a proposal dated March 1, 2012 (attached).**

**Description:**

The project location begins off of Railroad Avenue. Access is via the parking lot of the Winters Community Center 201 Railroad Avenue.

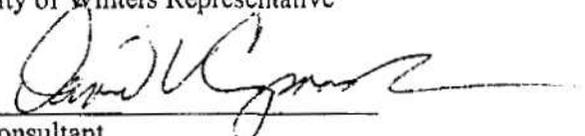
The Consultant will perform materials sampling and testing services in accordance with the City's approved QAP and the Proposal dated March 1, 2012.

**Cost:** Not to exceed \$15,735.00, without prior written approval from City.

Authorized By:

\_\_\_\_\_  
City of Winters Representative

Accepted By:

  
\_\_\_\_\_  
Consultant

865 Cotting Lane, Suite A  
Vacaville, California 95688  
(707) 447-4025, fax 447-4143



8798 Airport Road  
Redding, California 96002  
(530) 222-0832, fax 222-1611

**KC ENGINEERING COMPANY**  
A SUBSIDIARY OF MATERIALS TESTING, INC.  
www.mti-kegeotech.com

Prop. No. Putah Creek Bridge Replacement-  
North Bank Improvements  
1 March 2012

Alan L. Mitchell, P.E.  
City of Winters  
c/o Ponticello Enterprises Consulting Engineers, Inc.  
1216 Fortna Avenue  
Woodland, CA 95776

Subject: Putah Creek Bridge Replacement-North Bank Improvements  
City Project No. 08-05/ Federal Aid Project No. HPLUL-5110(024)  
**COST ESTIMATE FOR QUALITY CONTROL AND  
CONSTRUCTION MATERIALS TESTING SERVICES**

References: 1) Plans-North Bank Improvements  
By *Callander Associates*, Dated 01/06/2012  
2) Consultant Services Agreement No. 014-11  
Between City of Winters and KC Engineering  
Dated, 26 October 2011  
3) Special Inspection Agreement & Testing Schedule  
By the City of Winters

Dear Mr. Mitchell:

At your request, KC ENGINEERING COMPANY (KCE) is pleased to submit, herein, our cost estimate to provide quality control construction materials testing services for the proposed Putah Creek Bridge Replacement-North Bank Improvements project. It is our understanding that the project will include the construction of a walking path and an observation platform with associated improvements on the north bank of Putah Creek. We understand that quality control testing will be required to support City Inspection staff as required for mass and pavement grading, concrete flatwork and retaining wall construction including foundation excavation observations, reinforcing inspection and concrete testing.

Our estimates and the scope of services were developed and based on a review of the above referenced report and project plans, our knowledge of the present site conditions, and experience with similar projects. Geotechnical consultation and compaction testing services will be required during the bank improvements and trail operations. Special inspections are required for footing excavation (drilled piers), reinforcement placement, concrete placement and anchor bolts embedded in concrete in accordance with Chapter 17 of the California Building Code. This proposal covers the estimate of the office and field time required to complete the inspections and the required laboratory materials

testing for the project. The time spent on the site by our field personnel and frequency of required testing is highly dependent upon the contractor's work schedule and methods.

Based on our experience with similar projects, our services will be provided on an "as-needed" and/or "periodic" basis, with the exception of the concrete placement and pier drilling which requires continuous inspection. We will provide daily inspection reports to the on-site project general contractor and provide a final report upon project completion. It is noted that our actual cost will be based on contractor performance and the actual time to complete each phase of work. A project construction schedule was not provided for our review. Our project estimates are presented below based on published fees in reference #2.

### Project Cost Estimates (No Schedule Provided)

1)	<u>Project Management, Administration</u>	
	Consultation/Administration:	\$1,000
	Total Management Estimate =	\$1,000
2)	<u>Site Grading, Bank Improvements and Trail Construction</u>	
	Pre-Job:	
	(Proj Eng @ 4 hrs.)	\$480
	Mass Grading:	
	(Estimated at 10 days @ 4 hrs/day)	\$3,800
	Trail Grading (Subgrade and AB):	
	(Estimated at 5 days @ 4 hrs/day)	\$1,900
	HMA Placement/Sampling:	
	(Estimated at 2 days @ 8 hrs/day)	\$1,520
	HMA Quality Testing:	
	2 Extraction of Bitumen @ \$165/each	\$330
	2 Grading of Extracted Aggregate @ \$100/each	\$200
	2 Stabilometer Value @ \$225/each	\$450
	2 Maximum Theoretical (Rice) @ \$100/each	\$200
	Compaction Curves:	
	(Estimated at 3 curves @ \$195/each)	\$585
	Total Grading/Paving Estimate =	\$9,465
3)	<u>Concrete: Footings, Retaining Walls, Flatwork and Misc. Concrete</u>	
	Footing Excavation Observation:	
	(Estimated at 2 days @ 4 hrs/day)	\$960
	Reinforcement Inspection/Identification:	
	(Estimated at 3 days @ 4 hrs/day)	\$1,140
	Placement Observation/Sampling:	
	(Estimated at 3 days @ 6 hrs/day)	\$1,710
	Compressive Strength Testing:	
	(12- 6"X12" Cylinders @ \$35/each)	\$420
	Cylinder Pick-Up:	
	(Estimated at 3 days @ 2 hrs/day)	\$540
	Total Concrete Estimate =	\$4,770

4) <u>Final Report</u>	\$500
Total Grading and Special Inspection <i>Estimate</i>	= \$15,735

We propose to perform the work in accordance with the above schedule and cost estimate. It is pointed out that no hidden costs will be charged as our hourly rate includes vehicle use, mileage and the concrete testing equipment. The field observation and testing services are based on straight time. Overtime technician rates will be charged at 1.5 time hourly rate per hour for hours over eight and Saturday and 2.0 times hourly rate for hours over eight on Saturday and Sunday. Should this cost estimate meet with your approval, please issue your purchase order as your authorization.

We look forward to working with you on this project. Should you have any questions or require additional information, please contact our office at your convenience.

Reviewed by,



David V. Cymanski, G.E.  
Principal Engineer

Respectfully Submitted,  
KC ENGINEERING CO.



Maury M. Mathews  
Field and Laboratory Manager

Copies: 1 by email



Building and Code Enforcement  
(530) 795-4910 Ext. 117 Fax (530) 795-4935  
318 First Street Winters, CA 95694

## PROGRAM FOR SPECIAL INSPECTION SPECIAL INSPECTION AND TESTING AGREEMENT

To permit applicants of projects requiring special inspection and/or testing per California Building Code Sec. 1704

Project Address: \_\_\_\_\_ Permit No.: \_\_\_\_\_

**BEFORE A PERMIT CAN BE ISSUED:** The owner, or the engineer or architect of record, acting as the owner's agent, shall complete two (2) copies of this agreement and the attached Special Inspection and Testing Schedule, including the required acknowledgments. A pre-construction conference with the parties involved may be required to review the special inspection requirements and procedures.

**APPROVAL OF SPECIAL INSPECTORS:** Special inspectors may have no financial interest in projects for which they provide special inspection. Special inspectors shall be approved by the building department prior to performing any duties. Special inspectors shall submit their qualifications and are subject to personal interviews for prequalification. Special inspectors shall display approved identification, as stipulated by the Building Official when performing the function of special inspector. Special inspection and testing shall meet the minimum requirements of the California Building Code Section 1701. The following conditions are also applicable:

- A. **Duties and Responsibilities of the Special Inspector:**
1. **Observe work** – The special inspector shall observe the work for conformance with the building department approved (stamped) designs drawings and specifications and applicable workmanship provisions of the California Building Code. Architect/Engineer-reviewed shop drawings may be used only as an aid to inspection. Special inspections are to be performed on a continuous basis, meaning that the special inspector is on site in the general area at all times observing the work requiring special inspection. Periodic inspections, if any, must have prior approval based on a separate written plan reviewed and approved by the building department and the architect or engineer of record.
  2. **Report nonconforming items** – The special inspector shall bring nonconforming items to the immediate attention of the contractor and note all such items in the daily report. If any items are not resolved in a timely manner or are about to be incorporated in the work, the special inspector shall immediately notify the building department by telephone or in person, notify the engineer or architect, and post a discrepancy notice.
  3. **Furnish daily reports** – On request, each special inspector shall complete and sign both the special inspection record and the daily report form for each day's inspections to remain at the job-site with the contractor for review by the building inspector.
  4. **Furnish weekly reports** – The special inspector or inspection agency shall furnish weekly reports of test and inspections directly to the Building Official, engineer or architect of record, and others as designated. These reports are to include the following:
    - a. Description of daily inspections and tests made with applicable locations.
    - b. Listing of all nonconforming items.
    - c. Report on how nonconforming items were resolved or unresolved as applicable; and
    - d. Itemized changes authorized by the architect, engineer and Building Official if not included in nonconformance items.
  5. **Furnish final report** – The special inspector or inspection agency shall submit a final signed report to the Building Official stating that all items requiring special inspection and testing were fulfilled and reported and, to the best of his or her knowledge, in conformance with the approved design drawings, specifications, approved change orders and the applicable workmanship provisions of the California Building Code. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e. missed inspections, periodic inspections when continuous were required, etc.) shall be specifically itemized on an addendum to this report.
- B. **Contractor Responsibilities:**

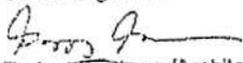
1. Notify the special inspector — The contractor is responsible for notifying the special inspector or agency regarding individual inspections for items listed on the attached schedule and as noted on the building department approved plans. Adequate notice shall be provided so the special inspector has time to become familiar with the project.
  2. Provide access to approved plans — The contractor is responsible for providing the special inspector access to approved plans at the job-site.
  3. Retain special inspection records — The contractor is also responsible for retaining at the job-site all special inspection records submitted by the special inspector upon request.
- C. Owner Responsibilities: The project owner or the engineer or architect of record acting as the owner's agent is responsible for funding special inspection services (ref. CSC Sec. 1701).
- D. Designer Responsibilities:
1. Complete the Special Inspection & Testing Schedule — The engineer or architect of record shall specify special inspection required in the construction documents and list these items on the Special Inspection & Testing Schedule on the plans.
  2. Respond to field discrepancies — The engineer or architect of record shall respond to uncorrected field deficiencies in design, material, or workmanship observed by the special inspector.
  3. Document verbal approval of deviation from approved plans — The engineer or architect of record shall submit to the Building Official and to the special inspection agency written approval of any verbally approved deviations from the approved plans.
  4. Submit design changes — The engineer or architect of record is responsible for any design changes, in addition to acknowledgment and approval of shop drawings which may detail structural information, and for submission of such changes to the Building Official for approval.
- E. Building Department Responsibilities:
1. Approve special inspection — The building department shall approve all special inspectors and special inspection requirements.
  2. Enforce special inspection — Work requiring special inspection and the performance of special inspection shall be monitored by the building inspector. His/her approval must be obtained prior to placement of concrete, covering of structural steel, or other similar activities in addition to that of the special inspector.
  3. Issue Certificate of Occupancy — The Building Official may issue a Temporary Certificate of Occupancy or a Certificate of Final Completion and Occupancy after all special inspection reports and the final compliance report have been submitted and accepted.

### ACKNOWLEDGEMENTS

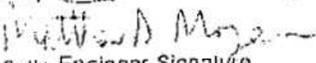
I have \_\_\_\_\_ read \_\_\_\_\_ and agree  
to \_\_\_\_\_ comply \_\_\_\_\_ with the  
\_\_\_\_\_ terms \_\_\_\_\_ and \_\_\_\_\_ conditions

of this agreement:

Owner Signature



Project Engineer/Architect Signature



Soils Engineer Signature

Owner Name (Print Name)

George B. Guevara

Date

2/27/2012

Engineer/Architect Name (Print Name)

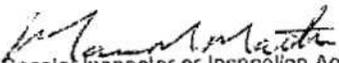
Matthew S. Moyner

Date

2/27/2012

Soils Engineer Name (Print Name)

Contractor Signature



Special Inspector or Inspection Agency

Contractor Name (Print Name)

KC Engineering

Special Inspector/Agency Name (Print)Date

2/24/12

ACCEPTED FOR THE BUILDING DEPARTMENT:

\_\_\_\_\_ By (employee signature)

# SPECIAL INSPECTION AND TESTING SCHEDULE

1. Concrete:
  - Continuous placement inspection
  - Exceptions \_\_\_\_\_
  - Test: 3 Cylinders per 150 CY @ 7 3000 @ 28 2 Hold
2. Bolts installed in concrete:
  - All bolts PROJECT INSPECTOR
  - Location: \_\_\_\_\_
3. Special moment-resistant concrete frame:
  - As indicated
  - Location: \_\_\_\_\_
4. Reinforcing steel and prestressing tendons:
  - Placement inspection BY PROJECT INSPECTOR
  - Stressing and grouting of tendons
5. Structural Welding:
  - Periodic Visual Inspection:
    - Single pass fillet welds < 5/16"
    - Steel deck
    - Welded studs
    - Cold formed studs and joists
    - Stair and railing systems
    - Reinforcing steel
  - Continuous Visual Inspection:
    - All other welding
    - Reinforcing steel
    - Other: \_\_\_\_\_
  - Special moment-resistant frames:
    - UT all CJP groove welds
    - UT all CJP groove welds > 5/16"
    - UT all PP groove welds in column splices
    - UT all PP groove welds in column splices > 3/4"
    - UT column flanges at beam flange welds
    - NDT rate reduction per UBC 1703.1 applies
    - Other: \_\_\_\_\_
6. High Strength bolting:
  - Snug Tight:  All  
 As indicated
  - Full Pretension:  All  
 As indicated
7. ~~Structural~~ ~~Stress~~ ~~Tests~~
  - Verification of  $f_{pr}$ :  Prism tests  
 Prism test record  
 Unit strength
  - Continuous inspection
  - Periodic Inspection: \_\_\_\_\_
7. Structural Masonry (continued):
 

Test:	Before	During
Prism Units	<input type="checkbox"/>	<input type="checkbox"/>
Grout	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mortar	<input type="checkbox"/>	<input type="checkbox"/>
8. Reinforced gypsum concrete:
  - Continuous inspection of mixing and placement
  - Periodic inspection \_\_\_\_\_
  - Strength testing \_\_\_\_\_
9. Insulating concrete fill:
  - Periodic inspection \_\_\_\_\_
  - Strength testing \_\_\_\_\_
10. Spray-applied fire resistive materials:
  - Periodic inspection \_\_\_\_\_
  - Testing per UBC Std. 7-0
11. Piling, ~~drilled pier~~ and caisson BY PROJECT INSPECTOR

	Continuous	Periodic
Pile Driving	<input type="checkbox"/>	<input type="checkbox"/>
Drilling	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Testing	<input type="checkbox"/>	<input type="checkbox"/>
12. Shotcrete:
  - Continuous placement inspection
  - Preconstruction panel
  - In-place cores
  - Strength testing:
    - Test panel
    - In-place cores
13. Special grading, excavation, and filling:
  - Periodic inspection
  - Subgrade tests \_\_\_\_\_
  - Compaction tests \_\_\_\_\_
  - Verify bearing strata
14. Smoke control systems:
  - Periodic inspection
  - During system testing
15. Special cases:
  - Shear wall/diaphragm masonry
  - Anchorage to existing concrete/masonry
    - Installation inspection
    - Proof load testing
  - Shoring
  - Underpinning

Notes: PROJECT INSPECTOR TO VERIFY REINFORCING STEEL TAGS

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## Putah Creek North Bank Improvements Project Budget Sheet

**CIP#: 09-01**  
**Last Updated:** November 2011  
**Project Owner:** Public Works  
**Project Manager:** Alan Mitchell

**MPFP#(s):**  
**Original Approval:** May 2009  
**Project Resource:** Consultant

**Description:**

Pedestrian and bicycle interconnectivity will be enhanced as a component of the bridge replacement project through construction of a paved path and other improvements along top of the north bank of Putah Creek.

**Authority:**

General authority to maintain the existing city circulation and park infra-structure. This project complies with the Putah Creek Parkway Master Plan.

<b>Budget:</b>					
	Item	Amount		Item	Amount
	Project Coordination	\$ 53,000			
	Design & Environmental	\$ 369,000		Land	\$ -
	Bidding/CM/Inspection	\$ 70,000		Construction	\$ 1,328,800
				Mitigation	\$ 246,000
				<b>Project Total:</b>	<b>100% \$ 2,066,800</b>

<b>Financing Schedule:</b>		Project Start: 2008	Project Completion: 2012
Phases: Project Studies, CEQA, Design, Permitting, Bidding/Award, Construction			
Fund Code:			
Name:	Federal	Local	FY Totals
<b>Fund Totals:</b>	<b>\$ 1,439,840</b>	<b>\$ 626,960</b>	<b>\$ 2,066,800</b>
<b>Ratios:</b>	69.67%	30.33%	100.0%

**Recommended for Submittal**  
**Recommended for Approval (Dept. Head)**  
**Finance Department Approval**  
**City Manager Approval**

Alan Mitchell, Assist. City Engineer      Nov-11  
 \_\_\_\_\_  
Alan Mitchell, Assist. City Engineer      Nov-11  
 \_\_\_\_\_  
 (date)  
 \_\_\_\_\_  
Shelly Gunby, Director of Finance      (date)  
 \_\_\_\_\_  
John Donlevy, City Manager      (date)  
 \_\_\_\_\_





**STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** May 1, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Nanci G. Mills, Director of Administrative Services / City Clerk  
**SUBJECT:** Amplified Sound Permit Application

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**RECOMMENDATION:**

Approve the amplified sound permit application for Winters residents Marco and Briana Martinez.

**BACKGROUND:**

The Martinez family will be holding a baptism celebration on May 20, 2012 on the patio at the Winters Community Center and are requesting this amplified sound permit from 4:00 p.m. to 9:00 p.m.

Per the Noise Ordinance, it requires Council approval on the attached form.

**FISCAL IMPACT:**

None

Date of Application: 4/5/12 To City Council: 5/1/12

Name of Person(s)/ Organization: MARCO MARTINEZ & BRIANNA Contact: \_\_\_\_\_  
Business Address: 209 Red Bud Lane Telephone: \_\_\_\_\_  
WINTERS CA 95694  
Telephone: 415-806-5552 OR 530-795-2016

Type of Event: Baptism

Purpose of Event: (ie; fundraiser, parade, festival, etc.): Private Event

Date/Time of Event: May 20 2012 From: 4pm To: 9pm

Location/Address of Event: Patio @ Community Center  
201 Railroad Avenue  
WINTERS CA 95694

Rated Output of Amplifier in Watts: \_\_\_\_\_ Number of Speakers: \_\_\_\_\_

I have provided a list of and contacted all property owners adjacent to and within 300 feet of the event. Their approval of this event is indicated by their signature on the attached petition. Complaints about the sound will result in a warning and a request to reduce the volume. Additional complaints will result in the cessation of amplified sound. All amplified sound must be extinguished no later 10:00 p.m. pursuant to Winters Municipal Code Title VI; Chapter 7-Noise Control. Signing below certifies that all information contained within this application is correct. In the event that any of this information is found to be fraudulent, it may result in an automatic denial of this application.

Signature: 

For City Use Only

Proof of Insurance:  N/A (Not City Property)  Yes  No

Rental Fee Paid:  N/A (Not City Property)  Yes  No

Police Department:  Approved  Denied Date: 4/18/12

Authorized Signature: 

City Council:  Approved  Denied Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_





## STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** May 1, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Nanci G. Mills, Director of Administrative Services  
**SUBJECT:** Amplified Sound Permit Application

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### **RECOMMENDATION:**

Approve the amplified sound permit application for the Roots to Wine Festival.

### **BACKGROUND:**

The Roots to Wine organization is requesting this amplified sound permit for the annual Roots to Wine / Plein Air Festival to be held on May 12, 2012.

Per the Noise Ordinance, it requires Council approval on the attached form.

### **FISCAL IMPACT:**

None

Date of Application: 4/26/12

To City Council: \_\_\_\_\_

Name of Person(s)/ Organization: Roots to Wine

Contact: K. Pantle

Business Address: 304 Railroad Ave

Telephone: 795 3842

Telephone: 536-795-3842 (Kristin Cell) 805-895-6462

Type of Event: Music in Rotary Park

Purpose of Event: (ie; fundraiser, parade, festival, etc.): Festival

Date/Time of Event: May 12th From: 11 AM To: 5 pm

Location/Address of Event: Rotary Park

Rated Output of Amplifier in Watts: \_\_\_\_\_ Number of Speakers: 4

I have provided a list of and contacted all property owners adjacent to and within 300 feet of the event. Their approval of this event is indicated by their signature on the attached petition. Complaints about the sound will result in a warning and a request to reduce the volume. Additional complaints will result in the cessation of amplified sound. All amplified sound must be extinguished no later 10:00 p.m. pursuant to Winters Municipal Code Title VI; Chapter 7-Noise Control. Signing below certifies that all information contained within this application is correct. In the event that any of this information is found to be fraudulent, it may result in an automatic denial of this application.

Signature: Kristin Pantle

For City Use Only

Proof of Insurance:  N/A (Not City Property)  Yes  No

Rental Fee Paid:  N/A (Not City Property)  Yes  No

Police Department:  Approved  Denied Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

City Council:  Approved  Denied Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council members  
**DATE:** May 1, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Housing Programs Manager *DM*  
**SUBJECT:** Update on Responses to Professional Services Request for Proposals ("RFP"): Labor Compliance Monitoring for the Orchard Village Park Construction Project (APN # 003 360 025)

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**RECOMMENDATIONS:**

1) Receive the report from staff updating City Council on the responses received to the City's RFP for Labor Compliance Monitoring for the Orchard Village Park Construction Project, and 2) Authorize the City Manager to execute a Consultant Service Agreement with Padilla and Associates as the responsive low bidder for the Labor Compliance Monitoring.

**BACKGROUND:**

The City is under contract to receive Prop 84 grant funds from the California State Parks and Recreation Department, and will also receive CDBG grant funds from the State's CDBG General Allocation Program. Funding from both sources will be utilized for the development of a new City Park to be located on the 5 acre parcel (APN # 003 360 025) between Dutton Street and Walnut Lane due east of the new Orchard Village Apartments. Both grants require that the City have a Labor Compliance Monitoring Program. This requirement may be satisfied by: 1) hiring a labor compliance contractor certified by the Department of Industrial Relations, or 2) adopt or create a Labor Compliance Program ("LCP") which must be certified by the Department of Industrial Relations. Based on staff capacity and project timelines, staff issued an RFP for Labor Compliance Monitoring Services on February 6, 2012. The Public Notice of the RFP was published in the 2/9/2012 edition of the Winters Express. The City received five (5) proposals in response to the RFP. Staff reviewed those proposals using the criteria outlined in the RFP and recommends approval of the Padilla and Associates, Inc. submittal as the responsive low bid.

**FISCAL IMPACTS:**

Total contract cost is \$14,438.68. No impact on City's General Fund or other City funds as expenses incurred in providing Wage Monitoring are eligible for reimbursement under the terms of the Grants. The LCP is an eligible construction cost under the terms of the Prop 84 Grant, and Wage Monitoring expenses are eligible for reimbursement as an Activity Delivery Cost under the CDBG General Allocation Grant.

**ATTACHMENTS:**

Request for Proposal



## REQUEST FOR PROPOSAL

Date: Feb. 6, 2012

Professional Services (RFP): Labor Compliance Monitoring

Name of Project: Orchard Village Park Construction Project

Submit Information to: Dawn Van Dyke, Management Analyst

City of Winters  
318 First Street  
Winters, CA 95694

Direct Inquires to: Dawn Van Dyke

FAX: 530-795-4935  
E-mail: dawn.vandyke@cityofwinters.org  
Phone: (916) 795-4910, Ext. 108

Proposal shall be submitted by: February 24, 2012, at 5:00 p.m.

**NO EXCEPTIONS. Late submittals will not be considered**

**The City of Winters is requesting a formal fee proposal for professional services.**

The City of Winters is seeking Proposals from qualified firms or individuals to provide federal and state labor compliance services (including, but not limited to, posting of wage rate information for BID documents, job-site posting of wage rate information, and

monitoring of weekly payroll documents), and to conduct jobsite interviews for the Orchard Village Park project.

The consultant's Labor Compliance Program must be approved by the California Department of Industrial Relations.

This project is funded by CDBG and Proposition 84 State Park funds and all applicable rules and laws must be followed. All contractors will pay prevailing wage (Davis-Bacon) for each classification and type of worker under the California State Department of Industrial Wage Relations and/or United States Department of Labor determinations. The higher of the state or federal wage rate—when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site.

The professional services of the selected consultant will be performed during the construction of a community park to be located between Dutton Street and Walnut Lane in Winters. The Park will be designed, constructed, owned, operated and maintained by the City of Winters.

Construction of the project is anticipated to begin in the summer of 2012 and may continue for approximately 4-6 months.

#### **Additional work**

Labor compliance services may also be required on an as-needed basis for a rehabilitation project at City Park, located at the intersection of Fourth and Main streets. The project includes, but is not limited to demolition and replacement/rehabilitation of the City Park, surrounding pathways and basketball courts. Please include an hourly rate for 4-8 weeks of labor compliance for the City Park Project on a separate sheet.

## **1 PUBLIC NATURE OF PROPOSAL MATERIAL**

**1.1** Responses to this RFP become the exclusive property of the City. At such time as the Committee recommends a Proposer to the City Council, all submittals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each submittal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any submittal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

**1.2** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary", the City and its related entities will provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

**INTENT:**

The intent of this request for proposal is to solicit proposals from qualified Labor Compliance firms to provide professional services to the City of Winters for the above-listed project (s). The City of Winters intends to obtain the services of a Contractor, an independent Contractor, for the project (s).

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by the Contractors interested in providing such services. Contractors shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. Contractors are advised to read all sections of this RFP prior to submitting a proposal.

Every Contractor responding to this RFP is required to utilize their expertise to advise and make recommendations in their proposals, including any omission in these specifications, which may adversely affect the requirements of the City.

Proposals submitted in response to this request must be in accordance with the requirements specified herein.

**AGENCY DISCRETION, NON-LIABILITY WAIVERS AND HOLD HARMLESS**

The information in this RFP is intended to provide general information regarding the above-listed project. This information is not intended or warranted to be a complete statement of all of the information a Contractor might be required to ultimately submit.

The RFP does not commit the City of Winters to pay any costs incurred in the preparation of a response. The City reserves the right to accept or reject any responses in part or in its entirety. The City reserves the right to choose any number of qualified finalists. In addition, the City reserves the right to issue written notice to all participants of any changes in the RFP should the City determine, at its sole and absolute discretion, that such changes are necessary. Contractor, by responding to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of the RFP.

The City of Winters is not responsible for proposals that are delinquent, lost, mismarked, sent to an address other than that given herein, or sent by mail or courier service.

The acceptance of any Contractor response to this RFP is based not only on the level of compensation, but on the qualifications of the Contractor, Contractor history, Contractor references, Contractor experiences, and other factors. Cost is but one element of the City's acceptance process.

**Project Description:** The project will be a community park of just less than five acres. The amenities in this park will include picnic areas, a playground, pedestrian walkways, open space, a retention pond and community garden.

**Additional work:** Additional services may be required for grant funded project that includes, but is not limited to, demolition, rehabilitation and/or replacement of the play structure at City Park, as well as surrounding pathways and basketball courts.

**Scope of Work:**

- For park construction, review contracts, general conditions and bid advertisement language for update and compliance with prevailing wage requirements as they apply to both state and federal wage determinations.
- Attend preconstruction conference meetings
- Provide phone and email accessibility for questions on prevailing wage, certified payrolls, apprenticeship and compliance issues.
- Provide license check and worker's compensation check where appropriate.
- Monitor Apprenticeship requirements if applicable.
- Provide a monthly audit of certified payroll forms.
- Assist the contractor in ensuring that all pertinent wage determinations are posted at the job site.
- Provide a periodic review of Daily Jobsite Reports.
- Perform periodic jobsite audits and random interviews of workers as needed.
- Submit monthly report to the City of Winters, contractors, and others, as needed.
- Communicate potential violations to the City of Winters with recommended actions.
- Communicate with contractors; work with them on resolving issues related to violations, penalties, and compliance.

- Communicate with the State Labor Commission, Contracting Officer, or other authority as appropriate.
- Advise the City of Winters on outcome of such action and decision of the appropriate department of labor (state or federal).
- Complete and forward summary report to the City of Winters at the conclusion of the project.
- Other duties as needed to ensure compliance with federal and state labor laws.

**Professional Qualifications Required:**

Provide a short description of previous projects that specifically related to your qualifications for this project. Provide a list of three to five former clients for whom your team members have performed services similar to those described in this request for proposal including contact name, address and phone number.

Resumes of all staff members who will be performing the requested services.

Please provide documentation of approval of Labor Compliance Program by the California Department of Industrial Relations.

**Projected Time Schedule/TIME REQUIREMENTS:**

Date and time for proposal submittal to City: Friday, Feb. 24, 2012 at 5 p.m.

Date, time and place for selection interviews (if necessary): To be announced

Anticipated date of contract award: March 6, 2012

**CONTRACTURAL ARRANGEMENTS AND PAYMENT**

The Contractor elected to provide services under this RFP is required to enter into a written agreement in a form approved by City. The City's standard form contract, which is to be used for the work, is attached. Any contractor submitting a proposal shall be prepared to execute this agreement without modification. If the Contractor proposes a modification of the Agreement in response to the RFP, the City reserves the right to modify the Agreement if such modification is a benefit to City. All bids shall represent net cost to the City and shall include all charges and expenses associated with the services contemplated under this RFP, including but not limited to all applicable state and federal taxes.

## **RIGHT TO REJECT**

The City reserves the right to reject any or all bids and to award the bids based upon the demonstrated competence and professional qualifications of the firm, and not necessarily based solely upon the price, in accordance with Government Code Section 4525 et. seq and the Winters Municipal Code.

## **RIGHTS RESERVED BY THE CITY**

The City reserves the right to waive informalities in proposals. The City is not obligated to award all tasks of the proposal selected, but may award any combination of tasks best suited for completion of the project as the City envisions it. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation. The City may, but is not required to, schedule interviews with any or all of the Contractors evaluated as having the most responsive proposals. The Contractor selected to perform the work will be required to complete the standard City of Winters Professional Services Agreement and must meet the minimum insurance requirements stated therein. Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the City and the Contractor selected.

## **REQUIREMENTS OF THE PROPOSAL**

To be responsive to this RFP, proposals shall specifically address the information described as follows:

The proposal shall be bound with tabs identifying each section. The body of this statement shall not exceed 20 pages. The proposal should include billing rate breakdown (direct labor, overhead, fee), overall level of effort showing the anticipated work hours. Resumes for the proposal project team and sub-contractors shall be provided in the appendix. Five (5) complete copies of each proposal must be furnished. Failure to comply with any of these requirements may be cause for a firm's proposal to be considered non-responsive.

All submittals become property of the City and subject to disclosure under the California Public Records Act, including all trademark, service mark, or copyrighted materials included with the proposal. Please include copyrighted materials in your proposal only after permission has been obtained from the copyright holder.

## **CERTIFICATION OF THE PROPOSAL**

Submission of a proposal shall not be deemed complete without the Contractor signing and returning a copy of the entire completed certification properly executed as provided for in Appendix A.

## **ELIGIBILITY REQUIREMENTS**

Each Contractor responding to the RFP must formally comply with the following eligibility requirements:

A. Proposals should be simple and economical, providing a straightforward and concise description of the Contractor's ability to meet the requirements specified in this RFP.

B. For this RFP, the proposal must remain valid for at least ninety days. Additionally, the contents of the proposal of the successful bidder will be incorporated into the contractual obligations when a contract is awarded.

C. The Contractor shall provide in the proposal, detailed steps and procedures that will be taken in the provision of professional services to City.

D. To be eligible to respond to this RFP, the Contractor must have successfully completed services, similar to those specified in the Scope of Work of this RFP for other cities within the state of California. The Contractor must be licensed, insured, bondable and Health Insurance Portability and Accountability Act (HIPAA) compliant in the State of California. A list of references must be included in the responsive RFP.

E. The proposal should demonstrate a minimum of three years of documented, successful experience with services on similar projects.

F. Letter of transmittal signed by an individual authorized to bind the proposing entity stating the Contractor has read and will comply with all terms and conditions of the RFP.

G. General information about the Contractor, including the size of the organization, location of offices, years in business, organizational chart, name of owners and principal parties, and the number and position titles of staff. Information regarding any associations of which the Contractor and its staff are members should also be included.

H. Qualifications of staff proposed for the assignment, their position in the firm and specific experience. This statement is to include related experience, including any municipal agencies they have worked with and their level of involvement. A description of how overall supervision will be provided should be included (this can be included as part of an attachment).

I. Provide sample copies of the type of reports the City could expect to receive from the Contractor. Each report should be clearly marked as to the type of information the particular report is trying to convey (this can be included as part of an attachment).

J. A list of the municipal agencies your Company has worked with during the past three (3) years:

- a. Name, address and telephone number of the Agency,
- b. Time period for the services,
- c. Brief description of the scope of the services, and
- d. Person to contact for a reference.

K. Clearly describe and outline your fees for the services to be provided. These fees shall be all-inclusive of materials and personnel.

L. A statement of any performance qualifications that differentiate the Contractor from others responding to the RFP.

### **SELECTION PROCESS**

The selection process will consist of a panel selected by the City reviewing the proposals according to the criteria discussed above, and the possibility of inviting one or more Contractors for interviews. The Review Panel will evaluate the Contractors on the basis of the interview and the written proposals and will make a recommendation to the Winters City Manager, who will make the final decision.

The proposals will be evaluated based on the elements cited above as "Requirements of the Proposal." The evaluation will be based on a weighted response to the following elements:

1. Experience performing labor compliance on similar projects
2. Overall cost
3. Understanding of the scope of work and requirements
4. Understanding and experience working with grant funded projects

A. The above selection criteria are provided to assist the Contractor and are not meant to limit other considerations, which may become apparent during the course of the selection process.

B. The City reserves the right to reject any and all proposals. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiations to the scope of work and compensation.

C. The Contractor selected to perform the work will be required to complete the standard City of Winters Professional Services Agreement (Appendix B) and must meet the insurance requirements stated therein.

D. The Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound by the terms of the City's Professional Services Agreement and to assume all the obligations and responsibilities which the Contractor assumes toward the City.

## **ATTACHED REFERENCE MATERIALS**

1. CERTIFICATION OF PROPOSAL TO THE CITY OF WINTERS (Appendix A)
2. PROFESSIONAL SERVICES AGREEMENT (Appendix B)

## **CITY PROVIDED SERVICES AND PRODUCTS**

- A. The City will provide a staff liaison for the duration of this contract.

### **General Obligations of Contractor**

The Contractor will agree to employ courteous business procedures as to maintain the City's goodwill.

The Contractor shall meet periodically with the Project Manager and other City Staff to discuss all services.

The Contractor will be fully responsible for maintaining accurate records of all correspondence, documents, accounting records, transactions and other evidence of services performed. All records shall be made available to the City of Winters for review upon request.

The Contractor will comply with all federal/state and City of Winters requirements with regards to record retention.

The Contractor shall not subcontract work without the prior written consent of the City of Winters.

The Contractor agrees to maintain a City of Winters business license for the duration of the contract.

**APPENDIX A - Form**

**CERTIFICATION OF PROPOSAL TO THE CITY OF WINTERS**

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal.

5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the general requirements except for those listed on an attachment submitted with the proposal.

6. The proposal by this firm is an irrevocable offer and shall be valid for 60 days from the Submittal Date Deadline above.

**Date of Signature:** \_\_\_\_\_

**Name of Firm:**

By: \_\_\_\_\_

(Authorized Signature)

Type Name:

Title:

Address:

Telephone Number:

Fax Number:

If a Corporation, LLC or Partnership, attach Resolution Authorizing Signature

APPENDIX B - Form

PROFESSIONAL SERVICES AGREEMENT

Date: \_\_\_\_\_

Project: \_\_\_\_\_

CITY OF WINTERS

\_\_\_\_\_ DEPARTMENT

AGREEMENT FOR CONSULTING SERVICES WITH

\_\_\_\_\_

This Agreement, for reference dated \_\_\_\_\_ is made by and between the City of Winters, a Municipal Corporation, hereinafter referred to as "City" and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Consultant."

(Sole Proprietorship, Partnership, Corporation, Limited Liability Company)

WITNESSETH:

WHEREAS, City desires to hire a consultant to \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_; and,

WHEREAS, Consultant, by reason of its qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, City and Consultant agree as follows:

I. Scope of Service

The scope of service covered by this Agreement includes all consulting services described and contained in Exhibit A, attached hereto and by this reference incorporated into this Agreement.

## II. Term of Agreement

This Agreement shall be effective as of the date executed by all parties and approved as to form by the City Attorney and shall continue until all services provided for in this Agreement have been performed unless otherwise terminated as set forth in Paragraph XVII of this Agreement.

## III. Schedule for Performance

City and Consultant agree that time is of the essence in the performance of this work, and Consultant agrees to produce documents in the times stated in the Proposal. Deviations from time schedule stated in the Proposal may be made with the approval of the Project Manager.

## IV. Compensation

Compensation for the services shall be paid as provided for in Exhibit B, attached hereto and made a part hereof. The maximum compensation for the services specified in Exhibit A, including any and all costs or expenses, shall not exceed \$ 25,000. In the event such compensation, cost and expense limit is exceeded, Consultant agrees to complete all services enumerated in Exhibit A at no additional expense to City.

The City shall have the right to review all books and records kept by the Consultant and any subcontractors in connection with the operation and services performed under this Agreement. The City shall withhold payment for any expenditure not substantiated by Consultant's or subcontractor's books and records. In the event the City has made payment for expenditures that are not allowed, as determined by the City's audit, the Consultant shall reimburse the City for the amount of the unallowed expenditures. City shall make no payment for any services not specified in Exhibit A of this Agreement unless such additional services and the price thereof are agreed to in writing and approved by the City prior to the time that such additional services are rendered.

## V. Invoicing, Payment, Notices

Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices shall describe the services performed and costs incurred, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

Consultant shall transmit signed invoices and any notices required by this Agreement, to City as follows:

City of Winters  
Department of Financial Management  
318 First Street  
Winters, CA 95694

City shall transmit payments on invoiced amounts within 30 days, and any notices required by this Agreement to Consultant as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone:

#### VI. Professional Services

Consultant is a \_\_\_\_\_, licensed by the State of California. Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of the City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

#### VII. Independent Contractor

It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee, joint-venturer, or partnership exists between the parties hereto.

Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Consultant will provide a valid Tax ID number to City. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished. Any third persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

#### VIII. Authority of Consultant

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

#### IX. Conflict of Interest

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest required by either City ordinance or State law.

#### X. Assignment and Subcontracting

Except as expressly authorized herein, Consultant's obligations under this Agreement are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City of Winters, \_\_\_\_\_ Director.

#### XI. Ownership of Work Product

All technical data, evaluations, reports, plans and other work products of Consultant provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Consultant may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

#### XII. Indemnification

Consultant agrees to hold harmless and indemnify City, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent acts and/or omissions of Consultant, its subcontractor, consultants, agents or employees. Consultant assumes no responsibility to indemnify City for the negligent acts or omissions of City, its officers, agents and employees.

#### XIII. Insurance

Consultant shall maintain insurance coverage as set forth in Exhibit C that is attached hereto and incorporated herein by reference.

#### XIV. Employment Practices

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

#### XV. Licenses, Permits, Etc.

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

#### XVI. Records

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

#### XVII. Termination

Subject to the terms herein, City and Consultant may terminate this Agreement with or without cause by providing thirty (30) days written notice prior to the effective termination date. In the event of such termination, City shall pay Consultant for all services actually rendered up to and including the date of termination. Consultant shall deliver to City copies of all drawings, reports, analyses, and investigations whether completed or not, that were prepared or were being prepared under the provisions of this Agreement. Notwithstanding the above, if, after termination, the compensation required to complete the services required by the Agreement exceeds the maximum allowable under this agreement, Consultant shall be liable to City for such excess.

#### XVIII. Amendments

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by all parties.

#### XIX. Entire Agreement

This instrument and any attachments hereto constitute the entire Agreement between the City and Consultant concerning the subject matter hereof.

#### XX. Venue/Attorney's Fees

In any action at law or in equity, arbitration or other proceeding arising in connection with this Agreement, the prevailing Party shall recover reasonable attorney's fees (including the allocated costs of staff counsel) and other costs, including but not

limited to court costs and expert and consultants' fees incurred in connection with such action in addition to any other relief awarded, and such attorney's fees and costs shall be included in any judgment in such action.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Yolo County, California or the Federal Court for the Eastern District of California.

END OF TEXT - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Date: \_\_\_\_\_ City of Winters, A Municipal Corporation  
("City")

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_  
A \_\_\_\_\_  
("Consultant")

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved As To Content:

---

Director of \_\_\_\_\_ Date

Approved As To Form:

---

City Attorney Date

Attests: Funding Available:

---

City Clerk Date Finance Director Date

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.

A certificate of acknowledgment in accordance with the provisions of civil code section 1189 must be attached for each person executing this agreement on behalf of consultant. California Civil Section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

EXHIBIT A

(Scope of Work)

This section will be completed following acceptance of proposal

## EXHIBIT B

### COMPENSATION

This Exhibit shall be completed following acceptance of proposal

## Exhibit C - Insurance

During the term of this Agreement, Consultant shall maintain in full force and effect policies of insurance as set forth herein and acceptable original insurance certificate(s) and endorsements must accompany the signed copy of this contract. Failure to meet the requirements described below could delay processing of this contract:

A. General Liability. Comprehensive general liability insurance with coverage of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.

B. Automobile Liability. Automobile liability insurance with coverage of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

C. Worker's Compensation. Worker's Compensation Insurance that complies with the terms of the law of California concerning Worker's Compensation.

D. Errors and Omissions; Malpractice (for Design Work only). Errors and omissions or malpractice insurance with coverage of not less than \$1,000,000 combined single limit per occurrence.

E. Other Insurance Provisions. The consultant's General Liability, Automobile Liability, any Excess or Umbrella Liability, shall contain the following provisions:

a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the consultant; products and completed operations of the consultant; premises owned, leased or used by the consultant; or automobiles owned, leased, hired or borrowed by the consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

b. The consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents, or

volunteers.

d. Coverage shall state that consultant's insurance 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.

#### F. All Coverage

a. Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII and through insurers admitted in California. This requirement may, however, be waived in individual cases for Errors and Omissions Coverage only, provided however, that in no event will a carrier with a rating below B:IX be acceptable.

b. Verification of Coverage. Consultant shall furnish the City with original certificates of insurance and with separate original endorsements effecting coverage required by this exhibit. Certificates of Insurance and endorsements shall be furnished prior to or contemporaneously with the execution of this Agreement by Consultant. The endorsements to the insurance shall specifically name the City of Winters, its officers, officials, employees, agents, and volunteers as additional insureds. The Certificate shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to City. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to the City Attorney.



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: May 1, 2012  
THROUGH: John W. Donlevy, Jr., City Manager   
FROM: Carol Scianna, Environmental Services Manager   
SUBJECT: Approve Purchase of Equipment from Rain for Rent, to Repair South Spray Fields at Wastewater Treatment Facility, amount not to exceed \$5350.00

**RECOMMENDATION:** Approve Purchase of Equipment from Rain for Rent, to Repair South Spray Fields at Wastewater Treatment Facility, not to exceed \$5350.00.

**BACKGROUND:** Staff from Southwest Water (SWW) recently discovered that irrigation equipment on the south spray fields is no longer functional due to age and some pipe lines appear to be damaged by vehicles driving over them. After surveying the condition of the equipment the attached quote was received from Rain for Rent in the amount of \$5009.69. In order to facilitate efficient discharge from the south pond repairs and replacements of spray heads, pipe lines and risers are required. Labor is to be done by SWW as part of their service contract. SWW will also be addressing the issue of unauthorized vehicles driving on the spray field.

**FISCAL IMPACT:** Quote received has estimated freight at \$500, with the added sales tax the estimated total to \$5350.

## Custom Estimate Developed Especially for:

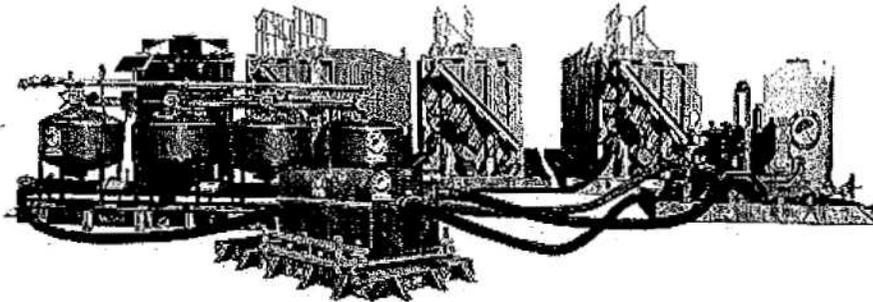
Roger Migchelbrink  
Southwest Water Company  
201 East St  
Winters, CA 95694  
Phone: 916-955-1453 Ext.  
Fax: 916-471-0441

Prepared on 3/16/2012 by:

David Krimetz  
Cell: 530-330-2041  
390 W Kentucky Ave  
Woodland, CA 95695  
Phone: 530-662-1024  
Fax: 530-662-1030

[www.rainforrent.com](http://www.rainforrent.com)

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**RAIN FOR RENT SELLS PUMPS -- Those hard working & reliable Power Prime Pumps that you are renting can also be purchased. New & Used we have both in stock for immediate delivery. Call 800-742-7246 for information -- RAIN FOR RENT KEEPS YOU PUMPING.**



Rain  
for  
Rent Woodland

# Sale Estimate

www.rainforrent.com

390 W Kentucky Ave  
Woodland, CA 95695  
Phone: 530-662-1024  
Fax: 530-662-1030

Estimate Number: 10-032-39068

Prepared By: David Krimetz

**Job Description:**

Customer requested sale price on miscellaneous pipe and fittings per attached quote. Taxes are not included. Freight rate quoted is an estimate only and will be billed at actual costs.

Customer: City Of Winters

Customer ID: 321676

Address: 318 First St

City/State: Winters, CA 95694

Contact: Carol Scianna

Office: 530-795-4910 Ext. 115

Fax: 530-795-4935

**Location:**

City of Winters

Sale Sub Total: \$5,009.69

Sub Total: \$5,009.69

\*The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application, Invoice and this estimate contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer.

\*Payment terms are net 30 days from invoice date. A 1.5% month late charge will be made on any past due invoices.

\*Estimate is valid for 30 days and is subject to credit approval.

\*Availability subject to change without notice.

\*This is a Time & Material estimate. Customer will be invoiced actual time and equipment usage.

Est. Delivery Hauling	\$0.00
Est. Pick-up Hauling	\$0.00
Est. Install Labor	\$0.00
Est. Removal Labor	\$0.00
Est. Services	\$0.00
Est. Air Quality Fee	\$0.00
Est. Rev Air Quality Fee	-\$0.00
Est. Enviro Recovery Fee	\$0.00
Est. Rev Enviro Recovery Fee	-\$0.00

( Does Not Include Sales Tax )

**Estimate Total:**

**\$5,009.69**

Date Prepared: 4/18/2012

Valid Until: 5/18/2012

Customer

Date

Revision 1

If customer requires a PO# to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this estimate. Please insert Purchase Order number here: \_\_\_\_\_

By signing this estimate, customer represents that customer has read and agreed to all terms of this estimate, including those on Terms & Conditions page and those on the Scope of Work page (if applicable).



Rain  
for  
Rent Woodland

# Sale Estimate

www.rainforrent.com

390 W Kentucky Ave  
Woodland, CA 95695  
Phone: 530-662-1024  
Fax: 530-662-1030

Estimate Number: 10-032-39068

Application: Sprinkler Pipe and Fittings Materials: Water

## Sale Items

Qty	Unit	Item	Description	Unit Price	Extension
30	Jnt	914130	PIPE-AL LAT WL-WPL 4x30	\$91.85	\$2,755.50
4	Each	710174	PLUG-END LATCH ALUM 4	\$19.14	\$76.56
3	Each	711993	CLAMP-REPAIR ODx10 LONG 12	\$226.27	\$678.81
40	Each	714299	SPRINKLER-30WSH RB W/NOZ	\$21.09	\$843.60
20	Each	710363	RISER-GALV MxF 3/4x3/4x18 CPLR	\$4.68	\$93.60
6	Each	710494	MAIN-RL-AL VALVE-SCREW BRASS	\$7.20	\$43.20
6	Each	710496	MAIN-RL-AL VLV-DISC(OR-UNIV) 4	\$3.07	\$18.42
1	Each	MS	ESTIMATED FREIGHT	\$500.00	\$500.00

Sale Sub Total: \$5,009.69

Sub Total: \$5,009.69



**TO:** Honorable Mayor and Council Members  
**DATE:** May 1, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager *[Signature]*  
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Construction Contract and Revised Project Budget Sheet for Grant Avenue/Matsumoto Ln. Signal Improvements, Project No. 11-01, and Gateway Utilities, Project No. 08-06.

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**RECOMMENDATION:**

- 1) Approve Project Budget Sheet (PBS) for construction of the combined Grant Avenue/Matsumoto Ln. Signal Improvements, Project No. 11-01, and Gateway Utilities, Project No. 08-06;
- 2) Award a construction contract to Vintage Paving, in the amount of One-Million Thirty-Two-Thousand Nine-Hundred-Ninety-Three dollars and Ten cents (\$1,032,993.10) and authorize the City Manager to execute the contract on the City's behalf; and
- 3) Authorize expenditures in the amount of One-Million One-Hundred-Thirty-Six-Thousand Two-Hundred-Ninety-Two dollars (\$1,136,292) for construction.
- 4) authorize the City Manager to execute a Work Order with Construction Testing Services (CTS), up to the amount approved in the revised PBS, for materials testing.

**BACKGROUND:** The signal project includes the traffic signal, road widening, lighting, removal of the I-505 southbound free right-turn lane onto Grant Avenue, and limited pavement rehabilitation. The Gateway Utilities, Project No. 08-06 was added into the signal contract documents and bid as one project. The utility project includes extension of a water main down Grant, from E. Main Street to Matsumoto Lane, extension of a water main across Grant, from the south side at Matsumoto Lane, and extension of a sewer main and electrical power to tie-in the new SS Lift Station to service Matsumoto Lane development.

Bid Results

The contract documents were advertised for Bids in March and the bid opening was held April 24<sup>th</sup>, with the following results:

Vintage Paving	\$1,032,993.10
Hilbers Incorporated	\$1,098,112.96
Jason Abel Construction	\$1,244,192.50
GD Nielsen	\$1,282,488.75
Engineer's Estimate	\$933,387.50

With regards to the significant differences between the Engineer's Estimate and the Bids: the main line item discrepancies were in mobilization, traffic control, clearing and grubbing, the 14" water main, and concrete-related items. The Engineer of Record estimated the work based on project experience and previous bid results, and it's difficult to explain the differences, although numerous changes were made during the bid period, to address Caltrans permit comments, which could have resulted in higher line items costs. The first and second lowest bids were fairly close, which means the low bid price is reasonable, and there is no advantage to re-packaging the project for re-bid. Also, the BK ARCO development is dependent upon the water and sewer improvements, and time is of the essence to get those completed.

#### Award to Vintage Paving

Staff reviewed the bid package from Vintage Paving, as the apparent low bidder and they are deemed responsive. They are the Contractor that has completed other projects along Grant Avenue, including the other two traffic signals, and they are deemed responsible. Therefore, staff recommends Council award the contract to Vintage Paving in the amount of \$1,032,993.10, and authorize the City Manager to execute the contract.

The requested amount for construction expenditures (\$1,136,292) includes a 10% contingency, which is typical for this type of project. The City controls the contingency and the additional funds will only be authorized if deemed necessary due to unforeseen conditions or value-added improvements. Construction should commence in mid-May with completion of the water and sewer slated for July and completion of the traffic signal and road work slated for the end of the year.

#### Work Order with CTS

Materials sampling, testing and inspection services are necessary to ensure conformance with the contract documents and Caltrans encroachment permit. Construction Testing Services (CTS) is one of the City's on-call geotechnical firms and they have performed similar services for the City. They will provide a proposal to perform the services, based on the strict requirements of the City's Quality Assurance Program and Caltrans, and the City manager will execute a Work Order not to exceed \$40,000.

#### Caltrans Permit Costs

The project is on State Highway 128, and therefore an Encroachment Permit is required. Caltrans has estimated the inspection fee is going to be \$8200, and the cost for State-furnished materials will be approximately \$10,000. These costs have been budgeted in the revised PBS.

Construction Administration is provided by the Engineer of Record – Laugenour and Meikle (L&M). The budget for such includes addressing comments from Caltrans Encroachment Permits office. Due to the number and type of comments generated by Caltrans staff, L&M was required to go above and beyond what is typically expected for this type of project. Additional services included preparation of a Permit Engineering Evaluation Report (PEER), hydraulic SWMM Modeling and topographic survey of the existing and proposed storm drainage system along Grant Ave., and numerous prints and exhibits for Caltrans review. An additional \$5,000 is included in the revised PBS to cover this expense and an Amendment to their contract will be prepared.

Construction Management and Inspection will be performed by the City Engineer's staff, along with the assigned Caltrans Inspector.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** The cost of the Grant Avenue/Road 90 Signal Improvements project is being paid through a combination of TDA and Street Impact funds. A cost-allocation will be established to reimburse the City through the development of the properties that trigger the signal.

The cost of the I-505/Gateway Utilities is being paid through 2007 Sewer and Water Bonds and other infrastructure funding sources. A Zone of Benefit will be established to reimburse the City through the development of the properties the utilities serve.

The revised PBS was prepared for costs associated with constructing the improvements, for the contracts and services discussed above.

Attachments: Construction Contract  
Project Budget Sheet – Construction Only (April 2012)

**Grant Ave./Matsumoto Ln. Signal and Gateway Utilities  
Project Budget Sheet - Construction Only**

CIP#: 11-01  
 Last Updated: April-12  
 Project Owner: Public Works  
 Project Manager: Alan Mitchell

MPFP#(s):  
 Original Approval: March-11  
 Project Resource: Design Consultant

**Description:**

Construction of a new traffic signal, with intersection widening and removal of free-right turn at I-505 southbound off-ramp.  
 Construction of water and sewer backbone service through the Gateway Master Plan.

**Authority:**

As part of the environmental review process in identifying traffic impacts associated with proposed new development along Road 90, one key mitigation requirement was to construct a traffic signal and make geometric modifications at Grant Avenue and Road 90, including geomtric adjustments to the I-505 southbound off-ramp. General authority to improve and maintain the existing city water and sewer infra-structure. The proposed utilities project is an element of the approved master plans.

Budget:			Budget:		
Item	%	Amount	Item	%	Amount
Project Management			Investigations		\$ -
Construction Management/Inspection		\$ 64,000	Caltrans Permit/Inspection		\$ 18,200
Design		\$ 5,000	Construction Contract		\$ 1,032,993
Materials Testing		\$ 40,000	Contingency		\$ 103,299
CEQA		\$ -	<b>Project Total:</b>		<b>\$ 1,263,492</b>

Financing Schedule:		Project Start: 2011		Project Completion: 2011				
Fund Code:	Name:	TDA	Street Impact	Water	Sewer	Blank	Blank	FY Totals
Prior FY:								\$ -
FY 11/12:	\$ 38,932			\$ 200,000	\$ 200,000			\$ 438,932
FY 12/13:	\$ 200,000	\$ 434,116	\$ 96,772	\$ 93,672				\$ 824,560
								\$ -
								\$ -
								\$ -
<b>Fund Totals:</b>	<b>\$ 238,932</b>	<b>\$ 434,116</b>	<b>\$ 296,772</b>	<b>\$ 293,672</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 1,263,492</b>
Ratios:								

Recommended for Submittal Alan Mitchell, City Engineer Apr-12

Recommended for Approval (Dept. Head) Alan Mitchell, City Engineer Apr-12

Finance Department Approval Shelly Gunby, Director of Finance (date)

City Manager Approval John Donlevy, City Manager (date)

**CITY OF WINTERS**

**DEPARTMENT OF PUBLIC WORKS**

**CONTRACT NO. 11-01-C1**

THIS AGREEMENT, made and concluded, in triplicate, \_\_\_\_\_,  
between the City of Winters thereof, party of the first part, and \_\_\_\_\_  
Contractor, party of the second part.

**ARTICLE I.--WITNESSETH,** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City of Winters, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated MAY 2006 the Standard Specifications, dated MAY 2006 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated March 9, 2012 and are entitled:

**CITY OF WINTERS;  
DEPARTMENT OF PUBLIC WORKS  
NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR**

*GRANT AVENUE AND MATSUMOTO LANE SIGNAL IMPROVEMENTS*

**IN**

*WINTERS, CA*

The project plans for the work to be done were approved March 9, 2012 and are entitled:

**CITY OF WINTERS;  
DEPARTMENT OF PUBLIC WORKS  
PROJECT PLANS FOR**

*GRANT AVENUE AND MATSUMOTO LANE SIGNAL IMPROVEMENTS*

**IN**

*WINTERS, CA*

**ARTICLE II.**--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III.**--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

**ARTICLE IV.**--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**ARTICLE V.**--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the (CITY OF WINTERS, DEPARTMENT OF PUBLIC WORKS), and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

### BID ITEM LIST

Item No.	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
(Items in CONTRACT will be the same as those bid in PROPOSAL)						

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

*CITY OF WINTERS  
DEPARTMENT OF PUBLIC WORKS*

By \_\_\_\_\_  
*John W. Donlevy, Jr., City Manager*

Contractor

By \_\_\_\_\_

Licensed in accordance with  
an act providing for the  
registration of contractors,

License No. \_\_\_\_\_

Federal Employer Identification

Number \_\_\_\_\_

Approved and certified as being in conformance with the requirements of the State Contract Act.

Attorney, City of Winters

Approved Effective \_\_\_\_\_

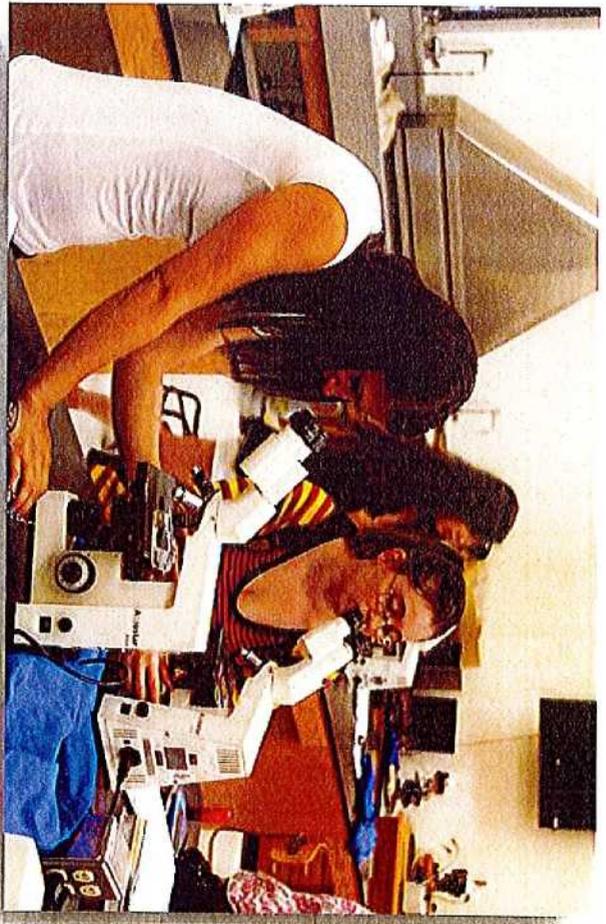
# SOLANO COMMUNITY COLLEGE COMMUNITY REPORT

Spring 2012



# Preparing Local Students





# With High Quality Education



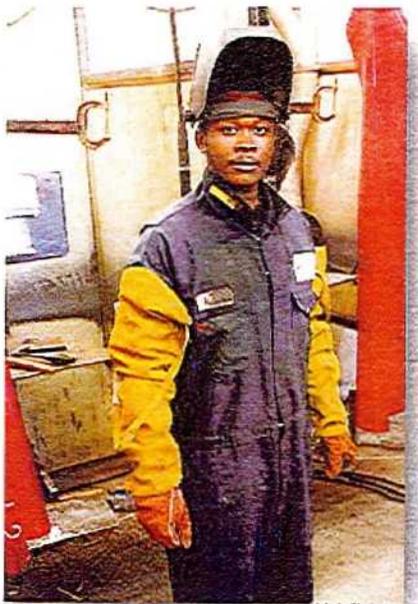


# for High Quality Jobs



# Serving Our Region's Needs

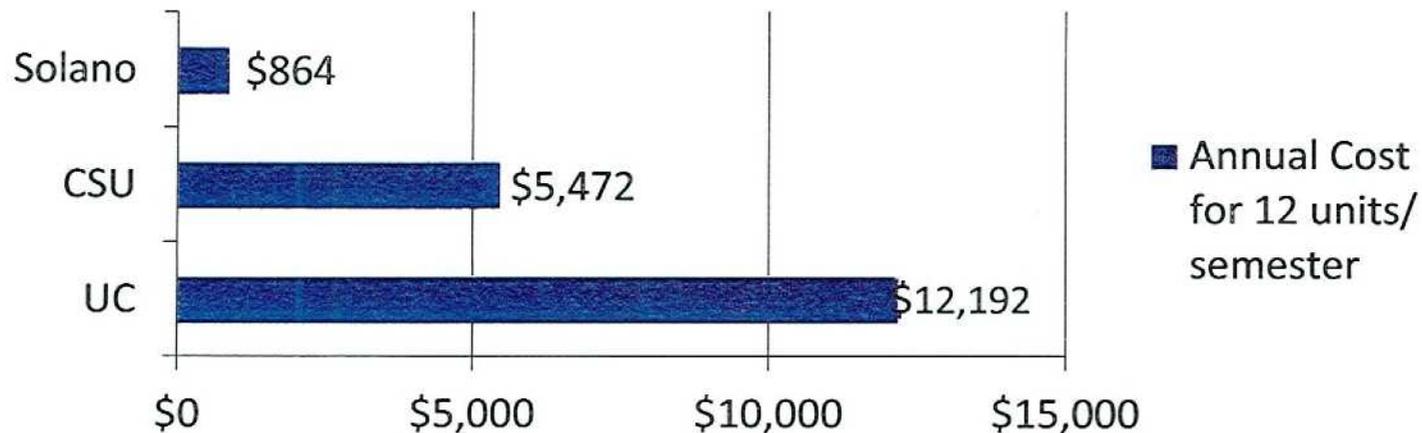
- Providing access to affordable, high-quality, college education close to home
- Providing job training and education for people entering the workforce or training for new professions



# Rising Cost of College Education

- The costs of attending a public university have risen as much as six times that of attending a community college.

Tuition and Fee Comparisons 2011-12



- Solano Community College needs additional facilities funding to continue to provide high-quality, affordable college options for students transferring to 4-year colleges.



# Providing High-Quality College Education

- By establishing academic partnerships, Solano College can provide access to a college education, close to home
  - Sonoma State (courses at Vallejo Center)
  - California Maritime Academy
  - Sacramento State
  - UC – Davis
  - UC – Berkeley
- Allows students to take university courses at Solano College

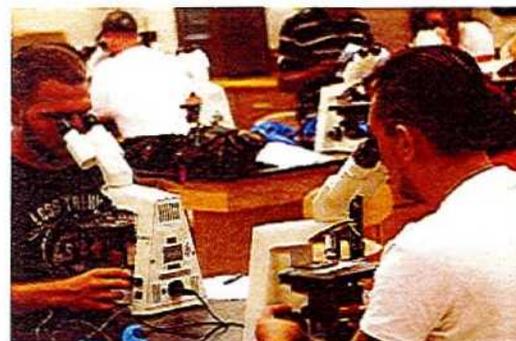
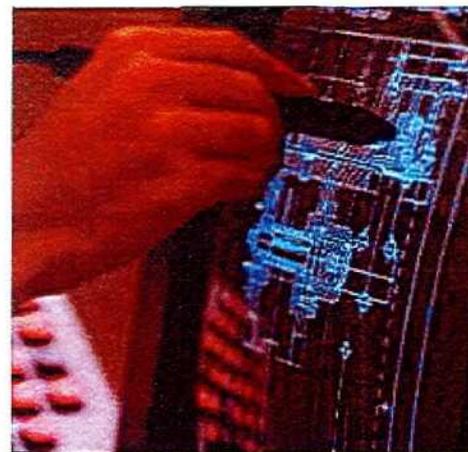


SACRAMENTO  
STATE



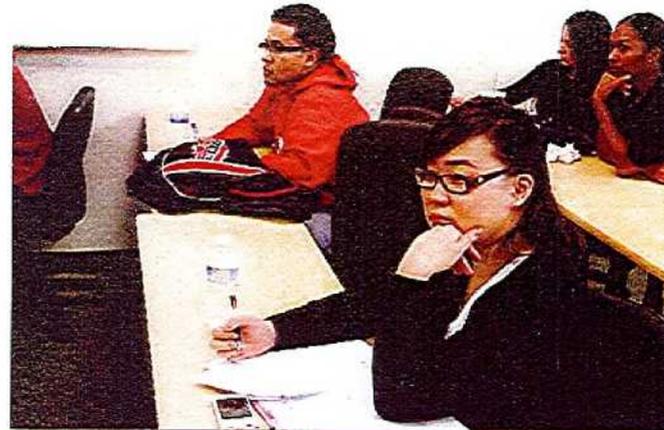
# Education Needs

- We need additional funding for the technology and infrastructure necessary to:
  - Expand Academic Partnership programs
  - Increase the number of satellite locations where our faculty teach
  - Expand online courses available
- We need to upgrade science and technology classrooms/laboratories to equip students with the advanced skills they need
  - Our students must be able to compete in Science, Technology, Engineering, Math, Medicine

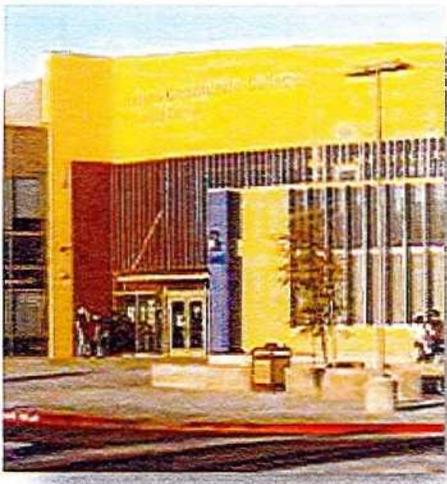
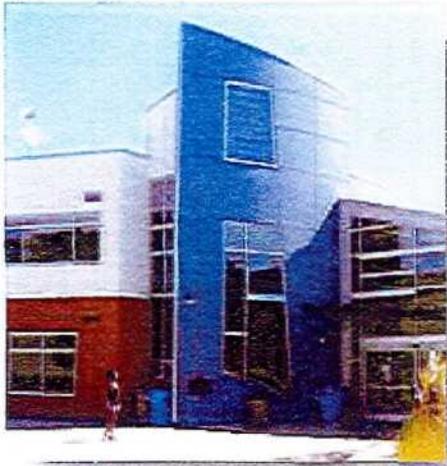


# Preparing Students For Universities

- Middle College
  - With additional funds Solano College can begin to offer Middle College options to high school students
  - Start college work while in high school and earn an Associate's degree or transfer credits to 4-year university
  - Upon graduation, they are better prepared for college
- Saves time & money on the way to a 4-year degree



# Needs for Job Preparation



- It is hard to get a job in the current economy
- We provide job training and workforce preparation so that students will be competitive for the high-skill jobs they need to drive our local economy.
- Additional funding will support training and education programs in:

*Nursing*

*Aeronautics*

*Welding*

*Cosmetology*

*Vocational Engineering*

*Automotive Technology*

*Health Services*

*Computer-Aided Design*

*Fire-Fighting*

*Clean Energy*

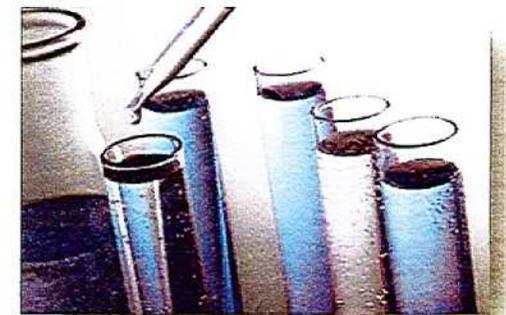
*Law Enforcement*

*Biotechnology*



# Urgent Need to Expand Access to Career Technical Education

- Nursing
  - Need for facilities to support high demand for registered nursing program
- Biotech/Bioscience
  - Local and regional employment opportunities
  - Strengthening workforce development partnerships including Kaiser, Alza, Genentech, and Novartis.
  - Need to modernize, upgrade, and equip classrooms to help students develop skills to be competitive for high-skill positions at local firms



# Career Technical Education (contin.)

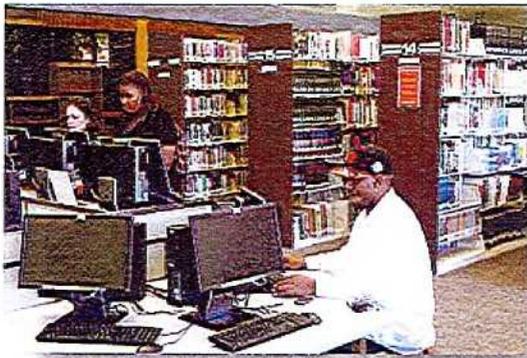
- Firefighting
  - Primary local source for educating/training local firefighters, but needs updated equipment and facilities
  - We no longer have fire engines because they were so old we couldn't afford to maintain them
- Automotive Technology
  - Local Auto Dealer Association has expressed strong demand to bring back program to meet growing needs
  - Updated facilities needed to better tie into ASE certification programs
- Clean Energy
  - Must expand program offerings to educate students for the new green jobs of the 21st century economy



# Needs Are Urgent

- Years of state budget cuts have reduced money available for education.
- In 2011-12, the State took \$4.7 million from Solano College.
- Sacramento is proposing to take another \$2 million from us next year.
- In our current economy, with recent Solano College budget cuts, additional funding is needed to ensure facilities can meet demand.

***We need to have the funds necessary for updated facilities to continue to provide quality job training and affordable alternatives to four-year universities.***



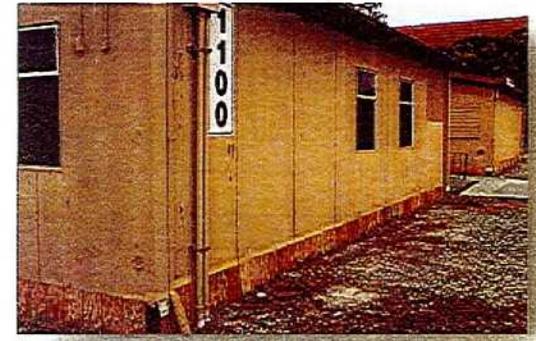
# Specifically we need to...



- Ensure facilities meet earthquake safety standards
- Increase collaborations and partnerships with private and public employers to fulfill local job training and placement needs
- Prepare Solano County students for universities
- Upgrade facilities to prepare Solano County students for jobs

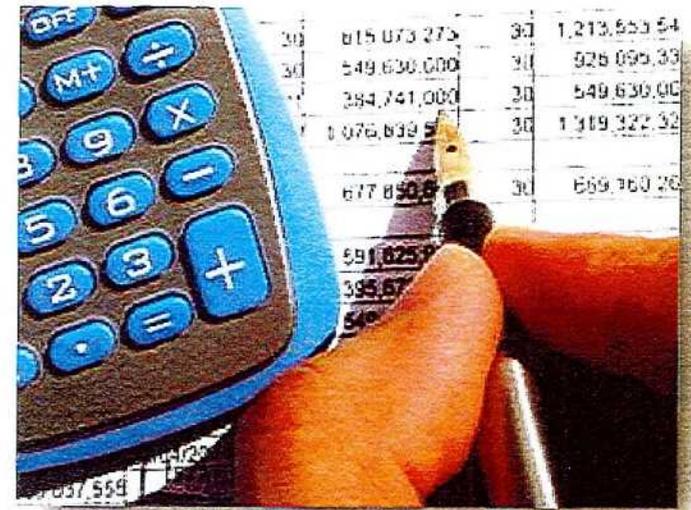
# Additional Needs

- Upgrade facilities to provide ADA access for individuals with disabilities
- Provide career technical education in fields such as vocational engineering, biotechnology, cosmetology, welding, automotive technology, and clean energy
- Expand opportunities for students to take university courses at local community college sites



# Working to Address These Needs

- We are in the process of getting input from the community on their priorities.
- Together with stakeholders, the Board of Trustees, residents and local businesses, we will develop a fiscally responsible plan to present to the community.



*At this time, Solano College does not have the funds necessary to address our infrastructure needs.*



# How You Can Help

- Let us know your priorities!
- Fill out a feedback form today and hand back in after the presentation.
- Do you belong to other organizations that need this information? Let us know!
- For more information, visit [www.solano.edu](http://www.solano.edu)





QUESTIONS?

## Important Information about Solano Community College Infrastructure Needs and Challenges



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*As of 03.15.12*

**Q: What is the role of Solano Community College in preparing local students for universities?**

**A:** The costs of attending a public university in California have risen to as much as six times that of attending a community college. Solano Community College needs to remain an affordable, local alternative that provides high quality, college options for students transferring to four-year universities.

Solano Community College is committed to providing access to a high-quality, college education close to home. By establishing partnerships with Sonoma State, Cal Maritime, UC-Davis, UC-Berkeley and others, it allows students to take university courses at Solano Community College locations. Additional funding is needed for the technology and infrastructure necessary to expand education partnerships, increase the number of satellite locations, and expand online courses available to local residents.

With additional funding, Solano Community College can begin to offer Middle College options to high school students. These programs allow high school students to start their college work while in high school and earn an Associate's degree so that when they graduate they are better prepared for college – saving time and money on their way to a four-year degree.

**Q: What type of job training and education for people entering the workforce or training for new professions does Solano Community College provide?**

**A:** It is hard to get a job in the current economy. Solano Community College provides essential job training and workforce preparation for students of all ages. Additional funding will support our training and education programs in automotive technology, nursing, firefighting, health services, biotechnology and clean energy fields, among other career technical education fields.

**Q: Why are these needs urgent?**

**A:** The state deficit has caused years of state budget cuts that have reduced money available for education. In this fiscal year alone, Sacramento took \$4.7 million from Solano Community College and is proposing to take another \$2 million from us next year. In the current economic environment, demand for Solano's Community College's affordable classes is at an all-time high, and we need to have the facilities necessary to continue to provide job training and affordable alternatives to four-year universities for the communities we serve.

**Q: How do you plan to address these needs?**

**A:** We are working to get more input from residents and local businesses on their priorities. Together with stakeholders, community members, and the Board of Trustees, we will develop a fiscally responsible plan that includes tough accountability guarantees to present to the community. However, at this time the College does not have the funds necessary to address infrastructure needs.

**Q: How would additional funding help?**

**A:** Additional funds would be used to address priorities that include:

- Ensuring facilities meet earthquake and fire safety codes
- Increasing collaborations and partnerships with private and public employers to fulfill local job training and placement needs
- Preparing Solano County students for universities
- Upgrading facilities to prepare Solano County students for jobs
- Updating campus facilities to provide access for disabled students
- Providing career technical education in fields such as vocational engineering, cosmetology, welding, and automotive technology
- Expanding opportunities to students to take university courses at local community college sites

**Q: How can I find out more information?**

**A:** We want to hear from you—please let us know your priorities for Solano Community College by filling out our Community Survey form at [www.solano.edu](http://www.solano.edu). For additional information, please contact Peter Bostic, Executive Director, Office of Institutional Advancement at [peter.bostic@solano.edu](mailto:peter.bostic@solano.edu).

**Community Feedback Survey**  
**Solano Community College**  
**Facilities Needs**



The costs of attending a public university in California have risen to as much as six times that of attending a community college. Solano Community College is striving to remain an affordable, local alternative that provides high-quality workforce training, college preparation, and basic skills programs and facilities for Solano County residents.

We want your feedback! Let us know what priorities for the College are important to you. (Please circle.)

Very  
Important

Not at all  
Important

1	2	3	4	Ensuring facilities meet earthquake and fire safety codes
1	2	3	4	Increasing collaborations and partnerships with private and public employers to fulfill local job training and placement needs
1	2	3	4	Preparing Solano County students for universities
1	2	3	4	Upgrading facilities to prepare Solano County students for jobs
1	2	3	4	Updating campus facilities to provide access for disabled students
1	2	3	4	Providing career technical education in fields such as vocational engineering, cosmetology, welding, and automotive technology
1	2	3	4	Expanding opportunities to students to take university courses at local community college sites

Other: \_\_\_\_\_

I have the following questions: \_\_\_\_\_

Keep me informed by:  
 Email       Regular Mail

**Contact Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone (day): \_\_\_\_\_ Phone (eve): \_\_\_\_\_

Email: \_\_\_\_\_

Presentation attended at: \_\_\_\_\_

Please return to:  
 Janet Leary  
 Solano Community College  
 Office of the Vice President, Finance and Administration  
 4000 Suisun Valley Road, Fairfield, CA 94534-3197  
 via e-fax: 707.646.2056 or email: janet.leary@solano.edu  
 Please call 707.864.7147 with questions. Thank you.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council members  
**DATE:** May 1, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager *[Signature]*  
**FROM:** Ron Karlen, Fire Division Chief  
Aaron McAlister, Fire Chief  
**SUBJECT:** Yocha Dehe Community Fund Donation

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**RECOMMENDATIONS:**

The Fire Department recommends accepting a donation in the amount of \$45,000.00 from the Yocha Dehe Community fund program. The Fire Department also recommends purchasing Holmatro extrication equipment from Company FS3 in the amount of \$44,970.00.

**BACKGROUND:**

The Winters Fire Department petitioned the Yocha Dehe Community fund in November 2011 with the specific goal of replacing and upgrading the extrication equipment capabilities for auto extrication.

Presently, the extrication equipment commonly referred to as the "Jaws of Life," are from three different manufacturers. They range in age from 10 years to 40 years old. Modern tools are now much lighter and more compact. Modern vehicles are now constructed using high strength materials that require much greater cutting strengths.

With this donation, the Fire Department will be able to purchase all new extrication equipment. This will illuminate having three different types of extrication equipment located on two apparatus. One set of compact tools will be purchased and placed on Engine 26, which is the first unit that responds to a vehicle accident. This will allow the first arriving engine to take immediate action with extrication when victims are trapped in a vehicle. A second larger set will be purchased and placed on Squad 26. This set will

# FS3

P.O. Box 10817  
Santa Ana, Ca 92711-0817

**Phone:** 707.689.3119  
**Fax:** 714.832.5296  
**Email:** jjurado@holmatro-fs3.com

## Sales Quote (Open)

**Sales Quote No.:** 2012-1007  
**Sales Quote date:** 3/7/2012  
**Expiration date:** 4/30/2012

**To:**

Winters Fire Dept.  
700 Main Street  
Winters, Ca. 95694

<b>Sales Person</b> John Jurado	<b>Contact Name</b>
<b>Delivery Date</b>	<b>Payment Terms</b>

Qty.	Item	Description	Unit Price	Discount	Line Total	
1	158.152.167	SP10PC MINI PUMP CORE	\$4,968.00	6.5%	\$4,645.08	T
1	158.012.062	4150 COMBI TOOL CORE	\$4,717.00	6.5%	\$4,410.39	T
1	158.032.014	4350 LONG TELESCOPIC RAM CORE	\$4,612.00	6.5%	\$4,312.22	T
1	158.572.132	HOSE CORE 32 GREEN	\$843.00	6.5%	\$788.20	T
1	158.012.059	4242 SPREADER CORE	\$6,065.00	6.5%	\$5,670.77	T
1	158.012.078	4050NCT CUTTER CORE	\$5,559.00	6.5%	\$5,197.66	T
1	158.032.014	4350 LONG TELESCOPIC RAM CORE	\$4,612.00	6.5%	\$4,312.22	T
1	158.032.012	4332 RAM CORE	\$3,929.00	6.5%	\$3,673.61	T
2	158.572.130	HOSE CORE 32 BLACK	\$843.00	6.5%	\$1,576.41	T
1	158.152.121	DPU30 COMPACT DUO PUMP CORE	\$7,855.00	6.5%	\$7,344.42	T

**Discount Amount:** \$2,915.02    **Subtotal:** \$41,930.98  
**Tax total:** \$3,040.00  
**Total:** \$44,970.98



**Extrication Concepts  
LLC**  
5009 W. Aster Drive  
Glendale, AZ 85304-2013

Phone # 602-616-5703  
Fax # 602-296-7834

djmclue@hotmail.com

# Quote

Date	Quote #
4/10/2012	ECQ-2049

Name / Address
Winters Fire Dept 700 Main Street Winters, CA 9569+4

Sales Rep	Fred
DST Tech	

**Quote will expire 30 days from date unless otherwise noted.**

Description	Qty	Rate	Total
SP10C Mini Pump Core	1	5,117.00	5,117.00
4150 Combi-Tool CORE	1	4,859.00	4,859.00
4350 Long Telescopic Ram CORE	1	4,750.00	4,750.00
Hose Core 32 Green	1	868.00	868.00
4242UL Spreader CORE	1	6,247.00	6,247.00
4050NCT Cutter CORE	1	5,726.00	5,726.00
4350 Long Telescopic Ram CORE	1	4,750.00	4,750.00
4332 Ram CORE	1	4,047.00	4,047.00
32' Black CORE Hose	2	868.00	1,736.00
DPU 30 Compact Dual Pump factory CORE	1	8,091.00	8,091.00
Freight & Ins. for delivery of product--ESTIMATED		1,350.00	1,350.00
Quote prepared by Don McClue For: Fred Dimas Sr		<b>Subtotal</b>	\$47,541.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$47,541.00



18322 9<sup>th</sup> St E  
Lake Tapps, WA 98391  
Phone: 253-826-9852  
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E-Mail: thoffman@tx3.net

April 10, 2012

Winters Fire Department  
700 Main St  
Winters, CA 95694

Holmatro Quote

Qty	Item	Unit Price	Ext Price
1	Holmatro SPU10 pump Core (35lbs)	\$ 5,117.00	\$ 5,117.00
	4150 Combi Tool Core	\$ 4,859.00	\$ 4,859.00
	4350 Telescopic Ram (22" retracted to 50" extended)	\$ 4,750.00	\$ 4,750.00
1	32' Core hoses Green	\$ 868.00	\$ 868.00
1	4240 27" Spreader (33,625lbs force, 41.5lbs)	\$ 6,836.00	\$ 6,836.00
1	4050 Cutter 7" Cutter (208,000lbs force)	\$ 5,726.00	\$ 5,726.00
	4350 Telescopic Ram (22" retracted to 50" extended)	\$ 4,750.00	\$ 4,750.00
2	32' Core hoses Black	\$ 868.00	\$ 1,736.00
1	Holmatro DPU30 Duo Pump (60lbs)	\$ 8,091.00	\$ 8,091.00
	<b>Subtotal 1</b>		<b>\$ 42,733.00</b>
	Shipping	Shipping	\$ 400.00
	<b>Subtotal 2</b>		<b>\$ 43,133.00</b>
	Sales Tax	7.25%	\$ 3,127.14
	<b>GRAND TOTAL</b>	<b>GRAND TOTAL</b>	<b>\$ 46,260.14</b>

All tools come with Holmatro's lifetime warranty against defects.

Sincerely,

Tracy Hoffman  
West Coast Fire & Rescue

be used when a situation occurs that requires a larger set of tools or when multiple tools are needed for extrication.

The funding from the Yocha Dehe Community program was successful based on the fact that the fire departments that outline the corridor to the Cache Creek Casino have all changed to the Holmatro extrication equipment. The Yocha Dehe Community group has expressed a great interest in having consistency and compatibility in extrication equipment. Several buses travel each day through the I-505 corridor to the Cache Creek Casino and the Yocha Dehe Community group understands the cooperation needed when dealing with a potential bus accident involving extrication. Many of the surrounding agencies would be called upon to assist in such a scenario.

With this donation, the Fire Department proposes purchasing:

- (1) Mini pump core
- (1) Combi tool core
- (2) Long telescoping ram core
- (1) Hose core 32 green
- (1) Spreader core
- (1) Cutter core
- (1) Hose core black
- (1) Compact duo pump core

**FISCAL IMPACTS:**

This project has no impact on the general fund. All equipment will be purchased with the grant funds received from the Yocha Dehe Community fund.

The Winters Fire Department has solicited three bids from different vendors that are distributors for Holmatro Equipment. The Following are bid prices for the three bids.

1) FS3	\$44,970.00
2) Extrication Concepts LLC	\$47,541.00
3) West Coast	\$46,260.00