Winters Regular Council Meeting

Tuesday, December 5, 2023 @ 6:30 PM
AGENDA

Members of the City Council

Bill Biasi, Mayor
Albert Vallecillo, Mayor Pro-Tempore
Richard Casavecchia
Jesse Loren
Carol Scianna

Meeting Information
The Winters City Council meeting will be held in person at Winters City Hall 318 First Street(Abbey Street entrance). Members of the public are welcome to participate via Zoom https://us02web.zoom.us/j/89855949754?pwd=Y09JK1ZaRmt0ejJuazNsRmhvaDRXZz09
Meeting ID: 898 5594 9754 Passcode: 202614
1. If you are joining the meeting via Zoom and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The chair will call you by name or phone number when it is your turn to comment. Speakers will be limited to 3:00 minutes.
2. If you choose not to observe the City Council meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Monday prior to the City Council meeting. Please submit your comment to the City Clerk at cityclerk@cityofwinters.org. All public comments submitted to the City Clerk will be summarized and read into record but will not be read verbatim due to time limitations

1. ROLL CALL

2. PLEDGE OF ALLIEGENCE

3. APPROVAL OF THE AGENDA

4. COUNCIL/STAFF COMMENTS

5. 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 matters 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.

6. CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and noncontroversial, 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 from the Closed Session Meeting of the Winters City Council on November 21, 2023
Minutes20231121Closed_Session

B. Minutes from the Regular Meeting of the Winters City Council from November 21, 2023
20231121_Minutes

C. Resolution No. 2023-89 Approving a Memorandum of Understanding with the Winters Joint Unified School District for FY 2023-24 to change the operator of the program from City of Winters to Winters Joint Unified School District beginning January 1, 2024.
Staff_Report_MOU_WJUSD_OperatorChange
Att_1_Resolution_2023_89
Att_2_WJUSD_MOU

D. Resolution 2023-90 Approving a Construction Contract with Professional Pools for the Pool Resurfacing Project in the Not to Exceed Amount Of $185,000 and Authorizing the City Manager to Approve Change Orders Up to $18,500
Staff_Report_Contract_with_Professional_Pools_Pool_Resurfacing_Project
Att1_Resolution2023_90
Att2_Professional_Pools_Bid_with_exhibit_A_Contract
Att3_First_Addendum_to_Pool_Resurfacing_Project

E. Resolution 2023-93 Approving a Professional Services Agreement with Sally Swanson Architects Inc. for the ADA Self Evaluation & Transition Plan Project in the Not to Exceed Amount Of $87,445 and Authorizing the City Manager to Approve Change Orders Up to $8,744
Staff_Report_Contract_Award_ADA_Transition
Att_1_Resolution2023_93
Att_2_BID_Sally_Swanson_Architects
Att_3_RFP_Self_Eval_Transition_Plan

F. Resolution No. 2023-95 Authorizing the Purchase of Nine Dell Latitude 5430 Rugged Laptop Vehicle Mobile Data Computers from Dell Technologies in the Amount of $37,122.45 for the Winters Police Department
Staff_Report_Authorizing_Pruchase_PD_Ruggedized_Laptops
Att_1_Resolution2023_95
Att_2_MDC_Quote

G. Resolution No. 2023-96 Authorizing the Purchase of Necessary Equipment and Upfitting of a 2023 Ford Interceptor SUV patrol vehicle by Lehr in the Amount of

$27,689.58 for the Winters Police Department

Staff_Report_Authorizing__PD_Upfitting_2023_Ford
Att_1_Resolution_2023_96
Att_2_Lehr_Quote

H. Warrant Register for the Month of October 2023
Staff_Report_Warrant_Register_Reports_for_October2023
Att_1_October_Affidavit_Payments
Att_2_October_AP_Register
Att_3_October_Payroll_Summary_Report

7. PRESENTATIONS

A. Certificates of Appreciation for Major Donors for the 2023 Winters Tractor Parade
B. Proclamation Honoring Pacific Gas and Electric Company for their Donation for the 2023 Winters Tractor Parade
Proclamation_Honoring_PGE
C. Presentation of the Multiple Fire Incidents that Occurred on Thanksgiving Day.

8. DISCUSSION ITEMS

A.
Resolution No. 2023-92 Amending the Professional Services Agreement with Psomas, Inc. to Increase the Total Compensation Amount By $650,000 and Extend the Term for One Year Ending November 30, 2024 and Authorizing the City Manager to Execute The Agreement

Staff_Report_Psomas_Contract_Extension
Att_1_Resolution2023_92
Att_2_Second_Amendment_to_PSA_PSOMAS

B. Resolution 2023-88 – City of Winters Fee Schedule Update for Police Fees (Schedule D) and Recreation Fees (Schedule F)
Staff_Report_Fee_Update
Att_1_Resolution_2023_88
Att_1_Exhibit_A_PD_Fees
Att_1_Exhibit_B_Rec_Fees

C. Resolution No. 2023-94 Authorizing the Purchase of a 2014, 3000 gallon Water Tender for the Winters Fire Department in an amount not to exceed $222,000
Staff_Report_Water_Tender_Purchase
Att_1_Resolution2023_94
Att_2_APPARATUS_DETAILS_Firetec_Apparatus_Sales
Att_3_S.G._Letter

9. CITY MANAGER REPORT

10. INFORMATION ONLY

11. ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Council Members were notified via e-mail of its' availability. A
copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street , and made available to the public during normal business hours.

_____
Kathleen Salguero Trepa, City Clerk
Winters City Council Agenda

Questions about this agenda - Please call the City Clerk's Office (530) 794-6702. Agendas and staff reports are available on the city web page at http://www.cityofwinters.org/city-council-meetings_/

General Notes: Meeting facilities are accessible to persons with disabilities. To arrange aid or services to modify or accommodate persons with disability to participate in a public meeting, contact the City Clerk.

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.

How to obtain City Council Agendas and Agenda Packets:

View on the internet: http://www.cityofwinters.org/city-council-meetings_/

City Council agenda packets and any attachments to the agenda that are not available online may be viewed at the City Clerk's Office at City Hall - 318 First Street.

Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.

A recording of any streamed City Council meeting can be viewed later at http://www.cityofwinters.org/city-council-meeting-recordings/.

Minutes of the Special Meeting of the Winters City Council on November 21, 2023

Mayor Biasi called the meeting to order at 6:00pm

Present: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi
Absent: None

Public Comment
None

Closed Session
City Council adjourned to closed session at 5:30pm.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code Section 54956.9(d)(1)
   Proposed Class Action Settlements
   City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al., No. 2:23-cv-03230-RMG
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code Section 54956.9(d)(1)
   Proposed Class Action Settlements
   City of Camden, et al., v. 3M Company, No. 2:23-cv-03147-RMG

Report out of closed session will occur at the Regular Meeting of the Winters City Council on November 21, 2023.

_____
Bill Biasi, MAYOR

ATTEST:

_____
Jeremy Craig, City Clerk

Minutes of the Regular Meeting of the Winters City Council Held on November 21, 2023

Mayor Biasi called the meeting to order at 6:30 PM

Present: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

Absent: None

Staff: City Manager Jeremy Craig

Paul Myer led the Pledge of Allegiance.

APPROVAL OF AGENDA:
Motion by Council Member Scianna, second by Mayor Pro Tem Vallecillo to approve the agenda as is. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

NOES: None

ABSENT: None

ABSTAIN: None

PUBLIC COMMENTS:
Paul Myer requested council ban the growth of cannabis outside due to the smell the plants omit during the warm months and requested action be taken before April of 2024.

Woody Fridae presented a photo to new City Manager Jeremy Craig.

COUNCIL/STAFF COMMENTS:
Verbal updates were provided by Council Members.

Mayor Biasi commented there was no reportable action from the closed sessions held on November 21, 2023.

CONSENT CALENDAR:

A. Minutes of the Special Meeting of the Winters City Council on November 7, 2023
B. Minutes from Closed Session of the Winters City Council on November 7, 2023

C. Resolution No. 2023-78 recommending that Gar House be appointed to the Sacramento Yolo Mosquito Vector Control District Board for a Four Year Term
D. Resolution No. 2023-83 Appointing Miles DePrato to the Natural Resources Commission
E. Resolution 2023-84 Approving a First Amendment to the General Services Agreement with JCP and Sons for Paint Services for the Winters Parent Nursery School Located at 208 Fourth Street, Increasing the Contract Amount by $18,500 for a Total Cost of $29,000 for the Project.
F. Resolution No. 2023-86 Approving a Subrecipient Agreement with Winters Joint Unified School District for $312,213 funded by State Administered Community Development Block Grant under the CARES ACT for COVID-19 Response and Recovery Allocation
G. Resolution 2023-87 Authorizing the City Manager to Enter into a Contract Extension with David Storer for Senior Planning Services City Manager Craig introduced the consent calendar.

City Manager Craig introduced the Consent Calendar.

Kate Laddish expressed gratitude for Melanie Ellison's time serving on the Natural Resource Commission and expressed support for the appointment of Miles DePrato to the commission.

Motion by Council Member Loren, second by Council Member Casavecchia to approve the consent calendar. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

NOES: None

ABSENT: None

RECUSED: None

PRESENTATION:

7A. Proclamation Recognizing the Month of November As “Native American Heritage Month” Fire Chief Snyder presented to the Council.

Mayor Biasi read the proclamation into the record and presented to Omar Carrillo from the Yoche Deje Tribe

Omar Carillo, Director of Government Affairs with Yocha Dehe, accepted the proclamation on behalf of the Yoche Deje Wintun Nation Tribal Council and thanked the council for the recognition of the month.

DISCUSSION ITEMS:

8A. Final Acceptance of LDS Subdivision Public Improvements
Megan Buche, City Engineer presented to council.

Council Member Scianna inquired about the discrepancy of street names from the public improvement plans and the street names that are currently on the street.

Mayor Biasi noted he was pleased to see the project was nearing completion.

Council Member Loren expressed appreciation for the developers' use of the in-fill land.

Kate Laddish inquired about emergency access to that development.

Motion by Council Member Loren, second by Mayor Pro Tem Vallecillo to adopt Resolution No. 2023-85 accepting the public improvements of LDS Subdivision as complete, authorize the City Clerk to file a Notice of Completion, and authorize the release of the Performance and Improvement Bonds. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

NOES: None

ABSENT: None

RECUSED: None

8B. Resolution No. 2023-80 Authorizing the City to Enter into a Professional Services Agreement with SCI Consulting Group to Conduct Assessment Engineering, Proposition 218 Balloting Services, and Related Professional Consulting Services for the City of Winters in the not to Exceed Amount of $79,216.

Fire Chief Snyder presented to council on the item.

Council Member Casavecchia inquired what capabilities the funding produced by the Prop 218 process will result in and asked if the increase staffing will aid in City's ISF ratings.

Mayor Pro Tem Vallecillo inquired if the Prop 218 funds would off set the Fire Departments general fund.

Council Member Scianna appreciated the public outreach component of the process.

Mayor Biasi inquired what would occur if one of processes passed and one failed (Fire district or incorporated City). Additionally inquired about the general timeline for the initial phase of the process.

Chief Snyder and Jeanette Hynson from SCI Consulting Group ("SCI") provided follow-up to the Council's questions.

Council Member Casavecchia inquired about who the surveys would be mailed to

Council Member Loren inquired if the survey and ballots would be sent in Spanish.

Crystal Apilado inquired if renters would have information on the prop 218 process.

Corinne Martinez inquired if there were two initiatives being pursued simultaneously and if the consultant is the same for both processes. Added that the City and District have different dynamics and areas with different voters.

Mayor Biasi inquired if the funding would sunset or what the process is for renewal.

Tina Lowden inquired what the mailed information would look like.

Corinne Martinez inquired if funds for public outreach will be considered rather than paying for just the survey.

Motion by Council Member Loren, second by Council Member Casavecchia to adopt Resolution No. 2023-80 authorizing the City to enter into a professional services agreement in a form approved by the City Attorney with SCI Consulting Group to conduct assessment engineering, Proposition 218 Balloting Services, and related professional consulting services measure for the City of Winters in an amount not to exceed $79,216 and authorizing the City Manager to execute the agreement. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi
NOES: None
ABSENT: None
RECUSED: None

8C. Council Work Session – Roles and Goals

Joe Gorton presented to the council.

The council discussed the priorities, goals and roles presented by Joe Gorton.

A majority of council requested the growing of cannabis item be brought back with sell of cannabis in town.

Tina Lowden expressed concern for graffiti near and around the Putah Creek area and added that seniors may have a difficult time meeting with the City Manager since his office is located upstairs at City Hall.

Crystal Apilado requested items that are being brought back to the council be sent in advance so that they can be published in the paper ahead of the meeting.

Kate Laddish supported the conversation and presentation at council and requested the PowerPoint be available. Noted the success of the newer process for three council members needing to agree for items to be brought to future meetings. She supported strong communication and the bilingual water billing inserts, and information being advertised in the Winters Express.

Corinne Martinez noted the importance of community engagement in the high-level planning process. She questioned why the council would like to see a visionary when the role of a vision is that of the council. She requested the City look into decreasing costs and mitigating liabilities.

CITY MANAGER REPORT:
City Manager thanked the community for the warm welcome.

INFORMATION ONLY:

ADJOURNMENT:
Meeting adjourned at 7:18PM

_____
Bill Biasi, MAYOR

ATTEST:

_____
Jeremy Craig, City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: December 5, 2023

FROM: Cathy Mathews, Director of Administrative Services

THROUGH: Jeremy Craig, City Manager

SUBJECT: Resolution No. 2023-89 Approving a Memorandum of Understanding with the Winters Joint Unified School District for FY 2023-24 to change the operator of the program from City of Winters to Winters Joint Unified School District beginning January 1, 2024.

RECOMMENDATION:
Adopt Resolution No. 2023-89

1. Approving a Memorandum of Understanding with the Winters Joint Unified School District for FY 2023-24 to change the operator of the program from City of Winters to Winters Joint Unified School District beginning January 1, 2024;
2. Authorizing the City Manager to execute the agreement.

BACKGROUND:
The City of Winters currently manages [operates] the Winters After School Program (WASP) and summer program in partnership with the Winters Joint Unified School District (WJUSD) for students attending Waggoner Elementary School and Shirley Rominger Intermediate School for grades TK-6. The program is housed on WJUSD property in school portables through a Memorandum of Understanding (MOU) between the City and the WJUSD. Through this program, City staff work cooperatively with school staff to further the needs of individual students.

WASP and summer programs are funded through ASES, 21st Century Learning Centers, ELOP and ESSER grants.

DISCUSSION:
Staff met with WJUSD staff to review the program, program growth, future needs, grant

opportunities, and constraints. The result of this evaluation is a recommendation to change the program management [operations] from the City of Winters to the Winters Joint Unified School District. Program services will not be interrupted with the change of operator in January 2024. Program staff and the Program and Grant Coordinator, currently employed by the City of Winters, will transition to employees of Winters Joint Unified School District on January 1, 2024, when WJUSD assumes management of the program. The City of Winters will remain the fiscal agent for the ASES and 21st Century Learning Centers grants through June 2024. The City of Winters will remain the fiscal agent for the ESSER grant through September 2024.

FISCAL IMPACT:

The WASP and summer program are funded through grants. Revenue and expense of the program was adopted with the FYE 2024 Budget, resolution 2023-47 on June 20, 2023. There is no net impact to the City's operating budget due to the change of management [operator].

ATTACHMENTS:

1. Resolution No. 2023-89
2. MOU with the WJUSD

Resolution No. 2023-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE WINTERS JOINT UNIFIED SCHOOL DISTRICT FOR FY 2023-24 TO CHANGE THE OPERATOR OF THE PROGRAM FROM CITY OF WINTERS TO WINTERS JOINT UNIFIED SCHOOL DISTRICT BEGINNING JANUARY 1, 2024

WHEREAS, the City of Winters currently manages [operates] the Winters After School Program (WASP) and summer program in partnership with the Winters Joint Unified School District (WJUSD), which serves students at Waggoner Elementary and Shirley Rominger Intermediate Schools; and

WHEREAS, the WJUSD provides classroom facilities and other supplemental services in support of the program; and

WHEREAS, future growth and expansion objectives of the WASP and summer program support a change in the operator [managing entity] from the City of Winters to the Winters Joint Unified School District;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters, that the City Council hereby approves the Memorandum of Understanding with the Winters Joint Unified School District for FY 2023-24 to shift the operator of the WASP and summer program from the City of Winters to the Winters Joint Unified School District, attached as Attachment 2 to the staff report for this item, and further authorizes the City Manager to execute the agreement.

DULY AND REGULARLY ADOPTED this 5th day of December 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Bill Biasi, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

CITY OF WINTERS
AND
WINTERS JOINT UNIFIED SCHOOL DISTRICT

1. PARTIES

This Memorandum of Understanding ("MOU") is by and between the City of Winters ("City") and the Winters Joint Unified School District ("District"). The City and the District are herein referred to collectively as the "Parties".

2. PURPOSE

The purpose of this MOU is to set forth the terms and conditions under which the District and the City of Winters will enter Into a partnership to implement and operate the Winters After School Program (WASP) and summer program in order to provide educational, recreational and enrichment activities during non-school hours to District students at a District School site from January 1, 2024 to June 30, 2024 This program is funded by the After School Education & Safety (ASES), 21st Century Learning, Elementary and Secondary School Emergency Relief grant (ESSER), and Expanded Learning Opportunities Program (ELO-P). The MOU shifts the operator of the after-school program and summer program from City of Winters to Winters Joint Unified School District.

3. TERM

This MOU shall become effective January 1, 2024, and continue through June 30, 2024.

4. RESPONSIBILITIES.

A. The District Shall:

- Operate the After School Program and summer program for eligible District students entering grades TK - 6 for the 2023-24 school year.
- Provide a compliant program that follows all requirements including After School Education & Safety (ASES), 21st Century Learning, and Elementary and Secondary School Emergency Relief grant (ESSER).
- Provide facilities; up to eight (8) classrooms at Waggoner Elementary School at 500 Edwards Street, Winters, CA 95694 and two (2) rooms at Shirley Rominger Intermediate School at 502 Niemann St., Winters, CA 95694.
- Provide Grant Management and Program Administration in compliance with After School Education & Safety (ASES) and 21st Century Learning grants, not limited to, but inclusive of daily operations, application process, reporting, and audit, in coordination with City (Fiscal Agent).
- Provide curriculum and supplies for the program.
- Provide snacks for the After School Program, per the approved After School Child and Adult Care Food Program MOU.
- Ensure the classrooms provided have appropriate classroom furniture

such as student desks, chairs, and worktables.

- Provide transportation to students attending the After School Program Transportation will consist of transporting any students from Shirley Rominger Intermediate School to Waggoner Elementary School who are participating in the After School Program.
- Conduct outreach to pupils and families using culturally and linguistically effective/appropriate communication channels. Examples include, but are not limited to: Parent Square, website, handout, announcements, etc.
- Clean all classrooms and outdoor areas that are used for the After School Program on a regular basis. comply with the California Healthy Schools Act, training required by the Department of Pesticide Regulation and District custodial cleaning standards.
- Provide adequate supervision at all times while students are present on campus during the ASP program.
- Provide supplies for the program (Kleenex, paper towels, instructional materials, etc.).
- Provide detailed billing to City for all qualified operational expenses of the After School Education & Safety (ASES), 21st Century Learning, and ESSER grants.

B. The City Shall

- Act as fiscal Agent for the After School Education & Safety (ASES), 21st Century Learning, and Elementary and Secondary School Emergency Relief (ESSER) grants, and work in collaboration with WJUSD to reapply for future grants cycles with a shared goal to transition full fiscal responsibility exclusively to the District.
- Review, certify and authorize qualified operational expenses in compliance with the grant.
- Complete grant audit in collaboration with WJUSD and Grant Coordinator.
- Remit payment to District for qualified operational expenses funded through the After School Education & Safety (ASES), 21st Century Learning, and Elementary and Secondary School Emergency Relief (ESSER) grants up to an amount provided for in Section 4.C.

C. The total amount for which the District invoices the City per Section 4.A. and which the City remits payment for per Section 4.B. shall not exceed the total of the grants listed below awarded for 2023-24 to the City less qualified expenditures made by the City from July 1, 2023, through December 31, 2023.

- Resource 6010: After School Education and Safety (ASES) grant provided through the Expanded Learning Division of the California Department of Education.
- Resource 4124: ESEA Title IV, Part B, 21st Century Community Learning Centers grant
- Resource 3225: ESSER III After School Education and Safety (ASES) Rate Increase

5. CONFIDENTIALITY

A. City understands and acknowledges that it, or its employees, may have access to private and confidential information in the District's or its students' possession, custody, or control, including but not limited to private information regarding students, parents, guardians, or other personnel data or information ("Confidential Information"). City will not disclose, copy, or modify any Confidential information without the prior written consent of the District or unless otherwise required by law. City will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of Confidential Information. The provisions of this section shall survive the termination or expiration of this MOU.

B. Each Party shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with all applicable laws and regulations regarding the confidentiality of student information. Each Party shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional applicable regulations pertaining to confidentiality that the Federal, State or the City shall so specify that do not conflict with State or Federal regulations.

6. INDEMNIFICATION.

A. Each Party shall indemnify and assume the defense and hold harmless, to the furthest extent permitted by law, the other Party and its trustees, directors, officers, agents, and employees against any and all liability, claims, suits, actions, injuries, damages, costs, or expenses arising from loss of or damage to property, including attorneys' fees, which arise out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors, or subcontractors in connection with activities performed pursuant to this MOU. The indemnification will survive termination or expiration of this MOU.

B. If it is determined that the negligence or responsibility for any harm to person(s) or property is shared, the principles of comparative negligence shall be followed, and each Party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that Party.

C.. Each Party agrees to notify the other Party of any claims, administrative actions, or civil actions determined to be within the scope of this MOU within ten (10) calendar days of such determination. The Parties further agree to cooperate in the defense of any such actions. Nothing in this MOU shall establish a standard of care for or create any legal right for any person not a party to this MOU.

D. The provisions of this Section shall survive the expiration or termination of this MOU.

7. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

During the term of this MOU, each Party shall provide the other party a current certificate of insurance evidencing the comprehensive and general liability insurance coverage in a sum not less than $2,000,000 aggregate and $1,000,000 per occurrence. In addition, both parties shall add the other party, their elected or appointed officials, employees, agents, and volunteers as additional insureds and shall provide proof thereof to the other party.

All insurance provisions shall be confirmed by both Parties prior to the commencement of any activities required of the Parties under this MOU.

8. TERMINATION

Either Party may terminate this MOU for any reason with at least thirty (30) days' prior written notice to the other Party. When required by law, either party may suspend this MOU upon notice to the other party; any such suspension shall not extend the term of this MOU. Upon termination or expiration of this MOU, the City shall return or destroy confidential student data unless otherwise provided by law or mutual agreement of the Parties.

9. NOTICES

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective Parties as follows:

To District:
Winters Joint Unified School District
Attn: Rody Boonchouy, EdD, Superintendent
909 W. Grant Ave
Winters, CA 95694

To City:
City of Winters
Attn: Jeremy Craig, City Manager 318 First Street
Winters, CA 95694

10. APPLICABLE LAWS

This MOU shall be governed and construed in accordance with the laws of the State of California. The Parties shall comply with all applicable Federal, State, County and City statutes, ordinances, regulations, directives, and laws.

11. LICENSURE

The Parties shall secure and maintain throughout the term of this MOU all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform the services required in this MOU.

12. NON-DISCRIMINATION IN SERVICES BENEFITS AND ACCESS

The Parties shall ensure that the services pursuant to this MOU are provided without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the City or District.

13. STATUS OF THE PARTIES

Nothing contained in this MOU will be deemed or construed to create any Partnership, joint venture, or other relationship between them, nor will any of their respective employees be construed or deemed to be agents, employees, or representatives of the other.

14. WAIVER OF BREACH

Waiver of breach of any provision of this MOU will not be deemed a waiver of any other breach of the same or different provision.

15. SEVERABILITY

The invalidity or unenforceability of any term or provision in this MOU will in no way affect the validity or enforceability of any other term or provision of this MOU as a whole, unless the effect of such severance would be to substantially alter the MOU or the obligations of the Parties, in which case this MOU may be immediately terminated.

16. PUBLIC RECORDS ACT

Upon its execution, this MOU shall be subject to disclosure pursuant to the California Public Records Act.

17. AMENDMENT

The parties may amend this MOU only by written instrument signed by the duly authorized representatives of the Parties.

18. INTEGRATION.

This MOU represents the entire and integrated agreement between the Parties, superseding all prior negotiations, representations, or agreements, either written or oral.

19. REPRESENTATION OF AUTHORITY.

The undersigned hereby represent and warrant that they are authorized by the respective Parties to execute this MOU. As necessary, this MOU is subject to District Board and City Council approval.

20. MOU SUPERSEDED.

This MOU shall constitute the definitive agreement between the Parties regarding all matters relating to the Winters After School Program (WASP) and replaces and supersedes that certain Memorandum of Understanding between the City of Winters and the Winters Joint Unified School District dated August 8, 2023. The Parties' signatures below acknowledge their acceptance and agreement to all the provisions of this MOU.

CITY OF WINTERS	WINTERS JOINT UNIFIED SCHOOL DISTRICT
Jeremy Craig, City Manager	Rody Boonchouy, Superintendent of Schools

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: December 5, 2023

FROM: Eric Lucero, Public Works Director of Operations & Maintenance

THROUGH: Jeremy Craig, City Manager

SUBJECT: Resolution 2023-90 Approving a Construction Contract with Professional Pools for the Pool Resurfacing Project in the Not to Exceed Amount Of $185,000 and Authorizing the City Manager to Approve Change Orders Up to $18,500

RECOMMENDATION:

Adopt Resolution 2023-90 Approving a Construction Contract with Professional Pools for the Pool Resurfacing Project in the Not to Exceed Amount Of $185,000 and Authorizing the City Manager to Approve Change Orders Up to $18,500.

BACKGROUND:

City Staff has been maintaining the Bobbie Greenwood Pool located at 708 Railroad Ave for the past several years. Recently, city staff met with the Winters Joint Unified School District staff to discuss the condition of the pool and repairs that needed immediate attention. After agreeing with the WJUSD staff on the necessary repairs, city staff replaced the controller interface, the heater, the pump, and some smaller items on the list. The larger item that was pointed out and required by the Yolo County Environmental Health Inspector was to resurface the pool before next season. City staff posted the bid in October and received the bids on November 20. Staff received three bids with Professional Pools being the lowest bidder at $185,000.

DISCUSSION:

Staff held a non- mandatory pre-bid meeting on November 2, 2023 with all three bidders attending. After walking the pool site and discussing the project, staff sent out a First Addendum to the contract addressing all questions that were not addressed in the original contract.

The project scope includes but not limited to:

- Obtain permit from Yolo County Health Department.
- Drain Pool.
- Remove all existing plaster.
- Remove all existing tile in and around the pool.
- Prep for new surface.
- Install new diamond brite commercial white pool plaster.
- Upgrade step up build out to meet ADA compliance requirements.
- Replace (6) six handrails for new steps.
- Reseal all gutters.
- Change depth markers, (no running/no diving) to single tiles.
- Complete work 90 days after Notice to Proceed
- Payment of prevailing wage.

FISCAL IMPACT:

The total cost for this contract is not to exceed $185,000 plus $18,500 for change orders for a total of $203,500. Sufficient funds have been budgeted in the project budget to cover the cost of this work. Cost will be split 50/50 with the WJUSD.
Fund 347 (ARPA)

ATTACHMENTS:

1. Resolution 2023-90
2. Professional Pools Bid
    a. Construction Contract
3. First Addendum to Contract #011-23

RESOLUTION. 2023-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A CONSTRUCTION CONTRACT WITH PROFESSIONAL POOLS FOR THE POOL RESURFACING PROJECT (NO. 011-23) IN THE AMOUNT OF $185,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED $18,500

WHEREAS, City staff has maintained the Bobbie Greenwood Pool for several years; and

WHEREAS, City staff met with the Winters Joint Unified School District staff to discuss the condition of the pool and repairs that need immediate attention; and

WHEREAS, City staff has made all the repairs except resurfacing the pool; and

WHEREAS, resurfacing the pool is a requirement from the Yolo County Environmental Health Inspector; and

WHEREAS, City staff posted an RFP for bids to resurface the pool; and

WHEREAS, staff received three responsible bids; and

WHEREAS, staff recommends that the City Council award a construction contract to Professional Pools, the lowest responsible bidder submitting a responsive bid for the Project, and authorize the City Manager to execute the contract in the amount of $185,000 in accordance with State law; and

WHEREAS, staff recommends that the City Council authorize the City Manager to negotiate and execute change order(s) in an amount not to exceed $18,500; ten percent (10%) of the total contract value, due to the Project's completion schedule and staff's capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The City Council hereby approves a construction contract with the sole and lowest responsible bidder submitting a responsive bid, Professional Pools, and

authorizes the City Manager to execute the contract and related documents in the amount of $185,000 for the Project.

3. The City Manager is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed $18,500.

DULY AND REGULARLY ADOPTED this 5th day of December 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Bill Biasi, Mayor

ATTEST:

_____
Ellena Branson, Deputy City Clerk

RECEIVED
NOV 20 2023

CITY OF WINTERS

WINTERS, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

POOL RESURFACING PROJECT NO. 011-23

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the City of Winters, 318 First Street, Winters, CA 95694, until **2 p.m. on Monday, November 20, 2023.**

NAME OF BIDDER: Professional Pools Inc

City of Winters
318 First Street
Winters, CA 95694

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

Pool Resurfacing Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 011-23

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.

A. BID

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

B. TOTAL BID PRICE:

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES
FOR **Pool Resurfacing Project**

$ 185,000.00
Total Bid Price in Numbers

$ One hundred eighty-five thousand dollars and 00
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the City provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Yolo County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the City's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to City of Winters as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or

certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the City of Winters.

Bidder is an individual _____, or corporation ✓, or partnership _____, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

License # 961222
Expiration 5/31/2025
Classifications - C-61/D35 and C53

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the City, the City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at 12 Oclock PM, on this 20 day of November, 2023

(Bidders Name – Print or Type)

Justin Ramsey President
(Name and Title)

(Corporate Seal)

(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name Justin Ramsey Title President

Complete Address 7943 Charlotte Ln. Vacaville CA 95688

Phone 707 718 6679 FAX

Name Korie Pabst Title Secretary

Complete Address 7943 Charlotte LN, Vacaville 95688

Phone 707-249-4393 FAX

Name Holly Pabst Title CFO

Complete Address 131 Briarwood Dr, Vacaville 95688

Phone 707-249-4055 FAX

Name Title

Complete Address

Phone FAX

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Winters, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for **Pool Resurfacing Project.**

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 20 day of November, 2023, the name and corporate seal of each corporation.

(Corporate Seal)

Justin Ramsey / Professional Pools
Contractor/ Principal

By _____

Title President

See Attached Form for Notary Certificate

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Solano

On 11/20/2025 (Date), 2025, before me, Dang Nguyen (Name And Title Of Officer (e.g. "Jane Doe, Notary Public")), Notary Public, personally appeared Justin Ramsey (Name(s) of Signer(s)), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

DANG NGUYEN
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2430015
SOLANO COUNTY
My Comm. Exp. December 23, 2026

Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☑ Corporate Officer — President (Title(s))
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond — Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA
NA	NA	NA	N A	NA	NA

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
NA	NA	NA	NA	NA	NA

(Attach additional sheets if necessary)

Name of Bidder Professional Pools

Signature

Name and Title Justin Ramsey, President

Dated 11/20/23

1.4 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: Professional Pools Inc

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 500 Railroad Avenue

Winters, CA 95694

NA (707) 447-6657

Facsimile Number Telephone Number

Korie@professional-pools.com

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor? 12

5.0 How many years has Bidder's organization been in business under its present name? 16

5.1 Under what other or former names has Bidder's organization operated? NA

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 12/12/2014

6.2 State of Incorporation: California

6.3 President's Name: Justin Ramsey

6.4 Vice-President's Name(s): Justin Ramsey

6.5 Secretary's Name: Korie Pabst

6.6 Treasurer's Name: Holly Pabst

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: NA

7.2 Name and address of all partners (state whether general or limited partnership):

NA

8.0 If other than a corporation or partnership, describe organization and name principals:

NA

9.0 List other states in which Bidder's organization is legally qualified to do business.

NA

10.0 What type of work does the Bidder normally perform with its own forces?

Swimming pool maintence, repair
Commercial and residential pool building

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NA

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NA

13.0 List Trade References:

Poolcorp 925 356 0495

Leslies 916 564 4277

Aquabella 916 469 3779

Leisure Supply 916 614 9500

14.0 List Bank References (Bank and Branch Address):

Pa. First Northern Bank- 48 Main Street, Winters CA 95694

15.0 Name of Bonding Company and Name and Address of Agent:

Old Republic Surety Company

Karen Gragnier ?

32133 Lindero Cyn Rd. Ste 200 Westlake Village, CA 91361

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
100 Oak LN, Fairfield	New construction	9/10/23	92,500.00
100 Wykoff Dr	New Construction	2/14/23	49,800.00
1009 Stonebridge	Remodel	2/23/22	17,350.00
1054 Zephyr LN	Remodel	8/2/22	41,600.00
113 Cabrillo CT.	New Construction	12/2/22	155,334.10
119 Cabrillo Ct	New Construction	7/9/21	108,400.00
130 Alamo Dr	Remodel	6/9/23	35,400.00
139 Fairview	Remodel	7/29/22	25,411.84
155 Vista View	Remodel	9/12/23	45,000.00
1701 Pine St	New Construction	6/11/21	105,354.00
208 Sufolk PL	New construction	4/27/22	143,500.00
213 Green Ct	New construction	7/7/21	116,200.00
213 Seclusion	New construction	3/10/21	177,099.93
213 Montville	Remodel	8/23/23	90,600.00
224 Willow Valley	Remodel	5/7/21	18,650.00
225 Buck Ave	New construction	7/14/23	80,500.00
255 Diane Pl	New construction	1/13/23	78,653.44
30107 The Horse-shoe	New Construction	11/2/22	220,900.00

ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
3168 Duke cir	Remodel	8/15/21	76,093.75
3170 Olympic RD	New Construction	12/22/21	113,970.00
3579 Gates Canyon	Remodel	5/19/23	28,620.00
372 Havasu	Remodel	6/3/22	68,400.00
3908 Doral Dr	Remodel	9/26/23	48,000.00
4215 Vine	New Construction	11/8/22	53,200.00
4862 Jaybee LN	New Construction	12/19/22	190,140.00
481 Marbella	Remodel	6/28/22	62,050.00
510 Brackman	New Construction	10/8/20	94,800.00
5248 Oakridge	Remodel	5/6/22	22,850.00
5261 SpringRidge	Remodel	8/11/22	20,400.00
Meritage Resort	Remodel	3/28/22	56,500.00
Montgomery Apts	Remodel	7/22/21	95,000.00
Salvation Army	Remodel	1/26/21	99,000.00
Silverado garden Apts	Remodel	8/3/21	49,800.00

Job History 2020-2023

10 Oak Ln, Fairfield	91,000.00	Build
100 Hidden Glen, Vacaville	1,915.79	Remodel
100 Wykoff Dr, Vacaville	49,800.00	Build
1009 Stonebridge Dr, Napa	17,350.00	Remodel
1024 Stillspring Dr, Vacaville	1,345.94	Remodel
1024 White Oak Ct., Vacaville	2,400.00	Remodel
1030 Village Ct., Winters	1,398.19	Remodel
1054 Zephyr Ln, Vacaville	41,600.00	Remodel
1074 Hudson Ln, Napa	9,500.00	Remodel
110 Montclair Ct., Vacaville	15,700.00	Remodel
113 Cabrillo Ct, Vacaville	155,334.10	Build
113 Edmondale Ct, Vacaville	1,191.71	Remodel
113 Wykoff Dr, Vacaville	34,000.00	Remodel
1143 Austin Way, Napa	18,050.00	Remodel
1145 Woodvale Dr, Dixon	1,610.55	Remodel
118 Breakwater Way, Vacaville	1,388.02	Remodel
118 Ramsey Dr, Vacaville	11,700.00	Remodel
1180 Vintage Ct., Vacaville	2,400.00	Remodel
119 Cabrillo Ct., Vacaville	108,400.00	Build
1230 Rose Way, Dixon	4,017.00	Remodel
124 Croydon Ct, Vacaville	3,431.62	Remodel
125 Briarwood Dr, Vacaville	2,077.47	Remodel
125 Mojave Ct., Vacaville	10,000.00	Remodel
127 Incline Pl, Benicia	6,400.00	Remodel
130 Alamo Dr, Vacaville	35,400.00	Remodel
130 Chaffey Ct, Vacaville	1,800.00	Remodel
130 Polson Road, Napa	3,202.50	Remodel
1345 Astoria Dr, Fairfield	819.40	Remodel
139 Fairview Dr, Vacaville	25,411.84	Remodel
14 Lark Ct, American Canyon	4,210.27	Remodel
1435 Folsom Downs Cir Dixon	1,568.75	Remodel
148 Jennifer Ln, Vacaville	4,000.00	Remodel
149 Edinburgh Way, Vacaville	10,400.00	Remodel
154 Magnolia Ave., Vacaville	1,258.89	Remodel
154 Marco Ln, Vacaville	6,000.54	Remodel
155 Vista View Dr, Vacaville	45,000.00	Remodel
1617 Amaral Ct, Fairfield	2,600.00	Remodel
1701 Pine St, St Helena	105,354.00	Build
1724 Hemlock St, Fairfield	2,680.49	Remodel
1735 Mason Rd, Fairfield	2,997.41	Remodel
1776 Brookwood Dr, Vacaville	7,200.00	Remodel
179 Silver Eagle Way, Vacaville	2,165.00	Remodel
1819 Amador Ave, Davis	3,500.00	Remodel
1883 Southwood Dr, Vacaville	5,854.55	Remodel
191 Sandalwood Dr., Vacaville	1,329.10	Remodel
1916 Moosup Ct, Fairfield	1,162.25	Remodel
206 Sandalwood Ct., Vacaville	1,956.10	Remodel

207 Plantation Way, Vacaville	4,223.00	Remodel
208 Suffolk Pl, Winters	143,520.00	Build
2098 Davis Dr., Fairfield	5,000.00	Remodel
213 Crossgar Ct, Vacaville	1,500.00	Remodel
213 Greene Court, Vacaville	116,200.00	Build
213 Montville Ct, Vacaville	90,600.00	Build
213 Seclusion Valley Way, Lafayette	177,099.93	Build
2137 Alturas Ct Fairfield	34,300.00	Remodel
215 Harvest Dr, Vacaville	2,200.00	Remodel
224 Elm St, Vacaville	1,500.00	Remodel
224 Vanden Ct, Vacaville	2,500.00	Remodel
224 Willow Green Valley Way, Vacaville	18,650.00	Remodel
225 Buck Ave, Vacaville	80,500.00	Build
230 S Kelly Rd American Canyon	44,128.37	Remodel
25 Country Club Dr, Fairfield	39,952.32	Build
2530 Mankas Corner Rd, Fairfield	3,184.45	Remodel
255 Diane Pl, Dixon	78,653.44	Build
2825 Mankas Corner, Fairfield	19,100.00	Remodel
2958 Pebble Beach Cir, Fairfield	6,400.00	Remodel
3006 Holiday Ct, Vacaville	2,067.74	Remodel
30107 The Horseshoe, Winters	220,900.00	Build
3033 Pebble Beach Cir, Fairfield	1,690.53	Remodel
312 Shining Horse Way, Vacaville	3,226.37	Remodel
3123 Cherry Valley Cir, Fairfield VP	4,500.00	Remodel
3168 Duke Cir., Vacaville	76,093.75	Remodel
317 Neil St, Vacaville	1,500.00	Remodel
3170 Olympic Rd, Fairfield	113,970.00	Build
3248 Seminole Way, Vacavile	1,800.00	Remodel
337 Greystone Ct, Vacaville	12,600.00	Remodel
3403 Quaker Ct, Fairfield VP	3,914.00	Remodel
3477 Pleasants Trl, Vacaville	1,200.00	Remodel
3509 Crownridge Dr, Fairfield	6,850.00	Remodel
353 Woodstock Dr, Vacaville	11,450.00	Remodel
356 Saybrook Ct., Vacaville	1,800.00	Remodel
3579 Gates Canyon Rd, Vacaville	28,620.33	Remodel
372 Havasu Dr, Vacaville	68,400.00	Remodel
378 Havasu Dr, Vacaville	1,800.00	Remodel
3831 Brushwood Dr, Fairfield	901.52	Remodel
385 Berkshire Dr, Dixon	1,368.20	Remodel
3908 Doral Dr, Fairfield	48,000.00	Remodel
3948 Solar Hills Dr., Vacaville	8,025.15	Remodel
4034 East Third Ave, Napa	2,365.63	Remodel
4061 Early Amber Ct, Fairfield	2,282.74	Remodel
413 Marna Dr., Vacaville	1,110.81	Remodel
4203 Vine Ct, Vacaville	2,489.68	Remodel
4215 Vine Ct, Vacaville	53,200.00	Build
4242 Shady Creek Ln, Vacaville	1,319.85	Remodel

426 Crimson Cir., Vacaville	98,010.00	Build
437 Stonewood Dr, Vacaville	1,141.71	Remodel
4415 Green Valley Rd, Fairfield VP	16,500.00	Remodel
4441 Cantelow Rd, Vacaville	1,314.69	Remodel
467 Stonewood Dr, Vacaville	1,462.17	Remodel
481 Marbella Ln, Vacaville	62,050.00	Remodel
4862 Jaybee Ln, Winters	190,140.00	Build
490 Harvest Cir. , Vacaville	1,154.70	Remodel
506 Walnut Ct., Vacaville	3,793.01	Remodel
510 Brackman Ln, Martinez	94,800.00	Build
512 Santa Teresa Ct, Vacaville	1,531.85	Remodel
5248 Oakridge Dr, Fairfield	21,850.00	Remodel
525 Tipperary Dr, Vacaville	3,296.00	Remodel
5261 Spring Ridge Way, Fairfield	20,400.00	Remodel
5320 Boulder Ridge Ct, Fairfield	1,420.00	Remodel
543 Ridgewood Dr, Vacaville	1,309.85	Remodel
5488 Silver Sage Court, Concord	6,540.00	Remodel
5488 Sliver Sage Ct, Concord	2,814.55	Remodel
549 Burr Oak Ct, Vacaville	2,512.85	Remodel
550 Silver Dr, Vacaville	10,694.05	Remodel
555 Burr Oak Ct. Vacaville	18,150.00	Remodel
58 El Monte Way, Napa	16,979.11	Remodel
580 Crownpointe Cir., Vacaville	2,201.86	Remodel
61 Barlow Ct., Fairfield	1,762.47	Remodel
612 Burnham Ct, Vacaville	900.00	Remodel
6144 Silveyville Rd, Dixon VP	2,500.00	Remodel
6238 Pleasants Valley Rd, Vacaville	115,500.00	Build
655 Woodard Way, Dixon	950.00	Remodel
6763 Gibson Canyon, Vacaville	3,209.75	Remodel
6834 Gibson Canyon Rd. Vacaville	1,500.00	Remodel
6944 Gibson Canyon Rd., Vacaville	6,000.00	Remodel
706 Oak Hollow Ave, Vacaville	3,800.00	Remodel
708 Ivy Ct., Winters	17,650.00	Remodel
7110 Liberty L, Vacaville	1,838.30	Remodel
719 Roscommon Dr., Vacaville	112,500.00	Build
7295 Pleasants Valley Rd, Vacaville	2,400.00	Remodel
731 Pintail Dr.,Vacaville	3,726.25	Remodel
7315 Mentor Ln., Vacaville	12,828.92	Remodel
736 Antrim Ln., Vacaville	827.06	Remodel
7389 Pitt School Rd, Dixon	2,062.86	Remodel
742 Ruby Dr, Vacaville	3,800.00	Remodel
745 Lathrop St., Napa	1,472.90	Remodel
749 Fallbrook Ave., Vacaville	1,191.71	Remodel
755 Raven Dr, Vacaville	5,775.60	Remodel
7597 Elizabeth Rd, Vacaville	2,338.36	Remodel
773 Bluebird Dr, Vacaville	3,700.00	Remodel
7777 Carmelita Way, Vacaville	188,424.00	Build

	7800 Leisure Town Rd, Vacaville	7,906.79	Remodel
	785 Arabian Cir, Vacaville	2,150.00	Remodel
	7888 Olivas Ln, Vacaville	5,702.26	Remodel
	7924 Spencer Ln, Vacaville	12,196.04	Remodel
	7931 Linda Vista Ln., Vacaville	113,939.15	Build
	801 Oak Creek, Vacaville	6,831.93	Remodel
	8101 Timm Rd, Vacaville	151,100.00	Build
	824 Elderberry Loop, Vacaville	6,500.00	Remodel
	8500 Halley Rd., Winters	4,500.00	Remodel
	875 Christine Dr, Vacaville	1,698.86	Remodel
	878 Grenada Ln., Vacaville	4,100.00	Remodel
	926 Rio Grande Dr., Vacaville	3,007.93	Remodel
	935 Griffith Dr., Dixon	821.70	Remodel
	Bennington Apartments	5,186.56	Remodel
	Creekside Apartments	3,472.17	Remodel
	Health Springs Fitness	19,500.00	Remodel
	Maplewood HOA, Vacaville	36,250.00	Remodel
	Vino Bello Resort	56,500.00	Remodel
	Total Meritage Resort & Spa	56,500.00	
	Montgomery Apartments	95,000.00	Remodel
	Oaktree Vineyard, Napa	4,249.48	Remodel
	Park Crossing Apartments	962.36	Remodel
	River Oaks Apartments	9,422.43	Remodel
	Salvation Army, Suisun	99,000.00	Remodel
	Silverado Garden Apartments	49,800.00	Remodel
	Sommerset Apartments, Vacaville	2,067.74	Remodel
	Vaca Valley Excavating	19,392.70	Remodel
	Winters Community Pool	1,035.00	Remodel
TOTAL		4,245,593.42	

ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Nick Wiles

Justin Ramsey

2. Summarize each person's specialized education:

Nick Wiles Certified Pool Repair Tech.

Justin Ramsey Certified Pool Construction

3. List each person's years of construction experience relevant to the project:

Nick Wiles 6 years service repair and pool service Tech.

Justin Ramsey Owner and opperator of Professional Pools since 2007

4. Summarize such experience:

Professional Pools started in 2007 servicing pools and quickly grew into pool repairs followed by construction. Now Professional pools specializing in Custom residential Pools and Commercial Pools.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

ARTICLE 5. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder Professional Pools Inc

Signature

Name Justin Ramsey

Title President

Date 11/20/23

1.5 Non-Collusion Declaration

The undersigned declares:

I am the President of Professional Pools, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/20/23 [date], at Winters [city], California [state].

Name of Bidder Professional Pools

Signature _____

Name Justin Ramsey

Title President

1.6 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: _____

Printed Name: Justin Ramsey

Title: President

Firm Name: Professional Pools

Date: 11/20/23

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Professional Pools

DIR Registration Number: PW-LR-1001121918

DIR Registration Expiration: 6/30/2024

Small Project Exemption: _____ Yes or ✓ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Professional Pools

Signature _____

Name and Title Justin Ramsey, President

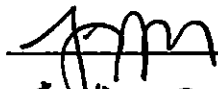
Dated 11/17/23

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.8 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder Professional Pools

Signature 

Name Justin Ramsey

Title President

Dated 11/17/23

00 52 13 – CONTRACT

This CONTRACT, No. 011-23 is made and entered into this 17 day of November, 2023, by and between City of Winters, sometimes hereinafter called "City," and Professional Pools, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Pool Resurfacing Project

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 90 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One hundred eighty five thousand dollars and zero cents Dollars ($ 185,000.00). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Bid Bond
Designation of Subcontractors

Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF WINTERS

By: _____
Jeremy Craig
City Manager

[INSERT NAME OF CONTRACTOR]
Professional Pools

By: _____

Its: President

Printed Name: Justin Ramsey

ATTEST:

By: _____
Ellena Branson, Deputy City Clerk

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

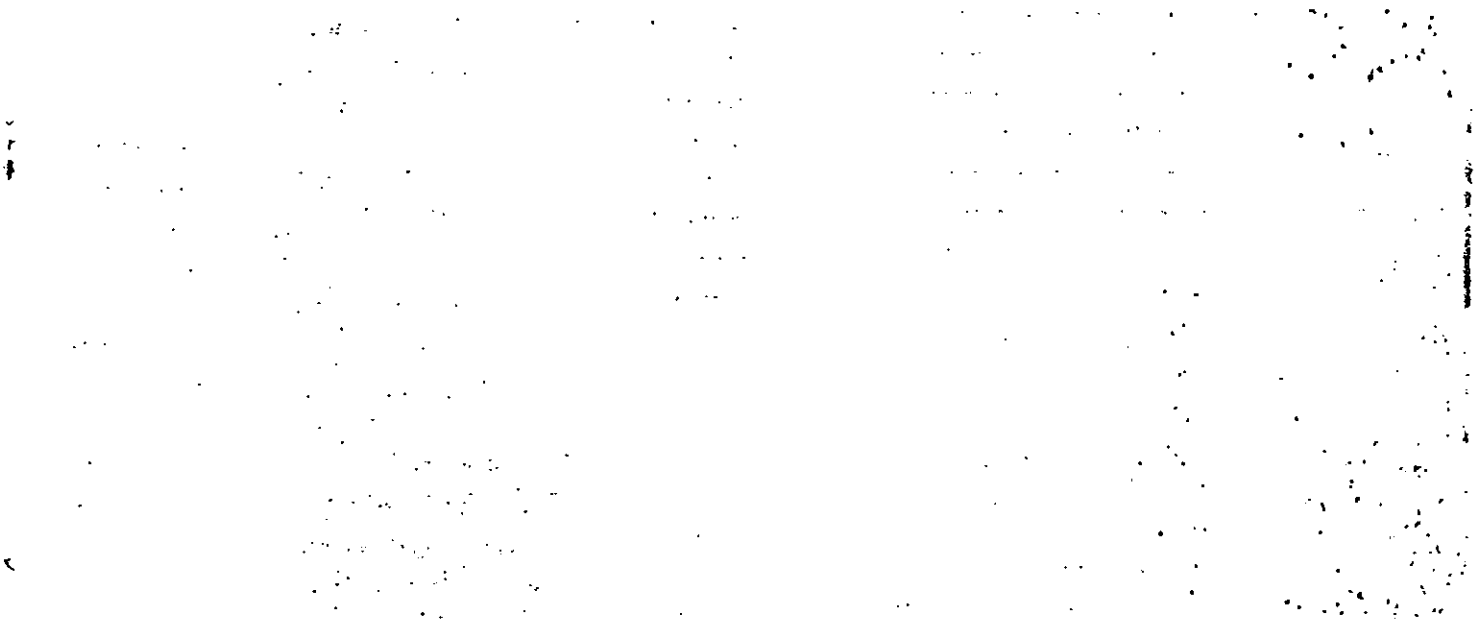
DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above



00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Winters, (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.**_____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

Justin Ramsey Professional Pools
Contractor/ Principal

By _____ See Attached Form for Notary Certificate

Title President

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Solano

On 11/20/2023 (Date), 2023, before me, Dang Nguyen (Name And Title Of Officer (e.g. "Jane Doe, Notary Public")), Notary Public, personally appeared Justin Ramsey (Name(s) of Signer(s)), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

DANG NGUYEN
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2430015
SOLANO COUNTY
My Comm. Exp. December 23, 2026
Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☑ Corporate Officer — President (Title(s))
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond Form
Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Winters (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.**_____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any

fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Justin Ramsey Professional Pools
Contractor/ Principal

By _____
See Attached Form for Notary Certificate

Title President

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Solano

On 11/20/2023 (Date), 2023, before me, Dang Nguyen (Name And Title Of Officer (e.g. "Jane Doe, Notary Public")), Notary Public, personally appeared Justin Ramsey (Name(s) of Signer(s)), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

DANG NGUYEN
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2430015
SOLANO COUNTY
My Comm. Exp. December 23, 2026

Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☑ Corporate Officer — ~~Asst~~ President
  Title(s)
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Bid bond
Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Built Insurance Brokerage LLC 32133 Lindero Canyon Road Ste 200 Westlake Village CA 91361	CONTACT NAME: Blake Thompson PHONE (A/C, No, Ext): (805) 413-4331 FAX (A/C, No): (805) 367-4521 E-MAIL ADDRESS: blake@builtinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Professional Pools PO Box 1382 Vacaville CA 95696	INSURER A: Berkley Assurance Company		39462
	INSURER B: Infinity Select Insurance Company		20260
	INSURER C: Benchmark Insurance Company		41394
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		VUMA0315540	06/01/2023	06/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ $5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			504610174846001	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ $ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			VUMA0315550	06/01/2023	06/01/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CST5025748	07/01/2023	07/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as additional insured per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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November 3, 2023

RE: First Addendum to Pool Resurfacing Project. Contract # 011-23

Dear Contractors,

Please see details below for a change in the scope of work portion of the Pool Resurfacing Project for the City of Winters.

A. Include startup and brushing for first two weeks after completion of the project.

B. Replace all tiles like for like with existing.

C. Install diamond commercial white pool plaster.

D. Obtain all required permits.

E. Upgrade top step buildout to meet compliance.

F. Replace (6) hand rails on steps.

G. Reseal all gutters.

H. Change depth markers, no running, no diving to single tiles.

Should you have any questions, please contact Eric Lucero at eric.lucero@cityofwinters.org or 530-681-1529.

Thank you for your prompt attention to these addendums.

Sincerely,

Eric Lucero
Public Works Director of Operations & Maintenance
City of Winters

318 First Street
Winters, CA 95694
Phone.530.795.4910
Fax. 530.795.4935

COUNCIL MEMBERS
Richard Casavecchia
Jesse Loren
Carol Scianna

MAYOR
Bill Biasi

MAYOR PRO TEM
Albert Vallecillo

CITY MANAGER & CITY CLERK
Jeremy Craig

CITY TREASURER
Cathy Mathews

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: December 5, 2023

FROM: Eric Lucero, Public Works Director of Operations & Maintenance

THROUGH: Jeremy Craig, City Manager

SUBJECT: Resolution 2023-93 Approving a Professional Services Agreement with Sally Swanson Architects Inc. for the ADA Self Evaluation & Transition Plan Project in the Not to Exceed Amount Of $87,445 and Authorizing the City Manager to Approve Change Orders Up to $8,744

RECOMMENDATION:

Adopt Resolution 2023-93 Approving a Professional Services Agreement with Sally Swanson Architects Inc. for the ADA Self Evaluation & Transition Plan Project in the Not to Exceed Amount Of $87,445 and Authorizing the City Manager to Approve Change Orders Up to $8,744

BACKGROUND:

On June 6, 2017, staff updated the Cities 2009 ADA Self Evaluation Plan identifying and prioritizing problem areas around the city that were out of compliance. The plan suggested increasing the annual budget for sidewalk repairs focusing on the areas with the highest public usage. In 2022, the City implemented a Capital Improvement Plan and put updating the ADA Self Evaluation & Transition Plan as a top priority.

DISCUSSION:

On October 16, 2023, staff posted a Notice Inviting Bids for an RFP to update the ADA Self Evaluation and Transition Plan Update. On November 22, 2023, staff received just two responsive bids for this project, one from Sally Swanson Architects Inc. and the other from Bureau Veritas. Sally Swanson Architects Inc. Submitted the lowest bid of $87,445.00 with Bureau Veritas submitting their bid of $146,608.83.

FISCAL IMPACT:
The total cost for this contract is not to exceed $87,445.00 plus $8,744.00 for change orders for a total of $96,189.00.
Fund 347 (ARPA) $80,000 Allocated to CIP ADA Self Evaluation & Transition Plan Project
Fund 347 (ARPA) $16,189 Reallocated from Pool Resurfacing Project which is projected to be completed under budget.

ATTACHMENTS:
1. Resolution 2023-93
2. Sally Swanson Architects, Inc. Bid
3. ADA Transition Plan RFP

RESOLUTION. 2023-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SALLY SWANSON ARCHITECTS, INC. IN THE AMOUNT OF $87,445 FOR THE ADA SELF EVALUATION &TRANSITION PLAN PROJECT NO. 012-23 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED $8,744

WHEREAS, on June 6, 2017, the City updated its 2009 Self Evaluation Plan; and

WHEREAS, in 2022, City staff implemented the City's Capital Improvement Plan and identified updating the ADA Self Evaluation & Transition Plan as a top priority; and

WHEREAS, on October 16, 2023, staff posted a Notice Inviting Bids for an RFP to update the ADA Self Evaluation & Transition Plan; and

WHEREAS, on November 22, 2023, staff received two responsive bids for this project, one from Sally Swanson Architects, Inc. and the other from Bureau Veritas; and

WHEREAS, Sally Swanson Architects, Inc. submitted the lowest bid in the amount of $87,445; and

WHEREAS, staff recommends that the City Council award a professional services agreement to Sally Swanson Architects, the lowest responsible bidder submitting a responsive bid for the Project, and authorize the City Manager to execute the contract in the amount of $87,445 in accordance with State law; and

WHEREAS, staff recommends that the City Council authorize the City Manager to negotiate and execute change order(s) in an amount not to exceed $8,744; ten percent (10%) of the total contract value, due to the Project's completion schedule and staff's capability to respond swiftly to unanticipated changes to limit potential claims or risk to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The City Council hereby approves a professional service agreement with the lowest responsible bidder submitting a responsive bid, Sally Swanson Architects,

Inc. in the amount of $87,445, and authorizes the City Manager to execute the agreement and related documents in forms approved by the City Attorney.

3. The City Manager is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed $8,744.

DULY AND REGULARLY ADOPTED this 5th day of December 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Bill Biasi, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

November 10, 2023

Eric Lucero, Director of Operations and Maintenance
City of Winters Public Works Department
318 First Street
City of Winters, CA 95694

Re: City of Winters Request for Proposals, Citywide ADA Self-Evaluation and Transition Plan Update

Dear Eric Lucero and Colleagues,

Sally Swanson Architects, Inc. (SSA) a California licensed and certified WBE, SBE and DBE firm, is honored to present its Proposal to the City of Winters, California to conduct an ADA Self-Evaluation and Transition Plan Update. A concentration of staff resources, hands-on management and ADA access compliance experience/methodology will generate the highest value of services to the City of Winters

Sally Swanson Architects, Inc. (SSA) Interest and Commitment
"Everyone deserves a chance to participate from the school yard to the world stage": this is the guiding principle that defines Sally Swanson Architects, Inc. (SSA) and illustrates the passion with which the firm conducts each and every project since its founding by Sally Swanson in 1980. SSA's proposal documents the firm's 43 years of ADA access expertise during which time the firm has conducted ADA Self-Evaluation and Transition Plan Updates, created ADA Self-Evaluation and Transition Plans and provided On-Call ADA access compliance services for over 100 clients, which include dozens of cities, counties and public agencies, providing a full-range of services necessary to ensure client compliance with the myriad federal and state disabled access regulations, including the Americans with Disabilities Act (ADA), State Title 24 Building Code, U.S. Architectural and Transportation Barriers Compliance Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, Public Rights-of-Way Accessibility Guidelines (PROWAG) and the Federal ADA Accessibility Guidelines and Standards (ADAAG & ADAS).

The City of Winters ADA Self-Evaluation and Transition Plan Update project will be managed by Sally Swanson, AIA, who will be the dedicated Project Manager and main point of contact with the City.
Quality Assurance and Quality Control will be led by Scott Saddlemire, CASp, ICC who will provide a hands-on approach to the project, complemented by expertise, understanding and capabilities garnered from a thirty-year portfolio of ADA accessibility assessment projects. Chris Sircello, CASp is dedicated to conduct CASp Facility Reviews and adjacent public rights-of-way PROW). Mr. Sircello has over 15 years of experience as a Certified Access Specialist specializing in ADA facility surveys and exterior PROW.

Signatory/Authorized Person to Negotiate Potential Contract with the City of Winters
The cover letter is signed by Sally Swanson, AIA, CEO of the California corporation, Sally Swanson Architects, Inc. who is the authorized officer to negotiate contract and sign contract with City of Winters.

Goal Documentation – A Strong Team
Why choose SSA? A dedicated, knowledgeable and enthusiastic team with unparalleled depth of experience.

Thank you very much for your consideration. We look forward to the next steps in the selection process.

Sincerely,



Sally Swanson, AIA, CEO, Principal-in-Charge and Project Manager
Sally Swanson Architects, Inc., 100 Bush Street, Suite 1625, San Francisco, CA 94104
Phone: 800.533.8771; email: sswanson@swanarch.com

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SALLY SWANSON
ARCHITECTS, INC.

Section 1
Qualifications and Experience

Firm Qualifications

Firm Name:	Sally Swanson Architects, Inc.
Years in Business:	43 years
Address:	100 Bush Street, Suite 1625 San Francisco, CA 94104 T 415-445-3045 ex 101; M 415-308-6555
Firm Website:	www.swanarch.com
Main Contact:	Principal-in-Charge and Project Manager Sally Swanson, AIA sswanson@swanarch.com
Type of Organization:	California Corporation Incorporated Nov. 19, 2002
Name of Owner:	Founder/Principal-in Charge Sally Swanson, AIA
License/Registration:	CA Architect License #C12746 CA Business Certificate #379994
Firm Certifications:	Woman-owned Business Enterprise (WBE); Small Business Enterprise(SBE) Disadvantaged Business Enterprise (DBE)
Federal Tax I.D.:	01-0600856
Business License:	#C2275182
Scope of Services:	Founded in 1980, Sally Swanson Architects, Inc. has two practice specialties: 1. ADA Access Compliance 2. Educational and Civic Architectural Design

Firm History and Description:

Forty-three years ago Sally Swanson Architects started, and has continued, as a pioneering firm with a passion for creating accessible environments. Our belief is that the best access compliance begins with a deep knowledge of ADA compliance and combines it with a strong design understanding. Bridging the strict requirements of California ADA codes as well as the requirements of place-making design, we collaborate with our clients to create environments that mitigate barriers. We cover the broadest spectrum of projects. Sally Swanson Architects, Inc, has never failed or refused to complete any contracts.

The firm's expertise includes the preparation of Guidance Documents for the Division of the State Architect (DSA) now being used by plan reviewers, building departments, and cities and counties across California. SSA utilizes surface profiling technology that speeds up field data collection on sidewalks six times faster than the traditional approach. SSA provided Universal Design guidelines for the 2014 Sochi, Russia Winter Olympics and Paralympics, and the 2018 PyeongChang, South Korea Winter Olympics and Paralympics. SSA also provided the Accessibility Guidelines for the 2020 Tokyo Summer Olympics and Paralympics.

City of Oakley

ADA Transition Plan Self-Evaluation Plan

Contracting Agency: City of Oakley

Project Description:

SSA developed the ADA Transition Plan and Self-Evaluation for the City. The Transition Plan included evaluations of all City of buildings and parks whereas the public rights-of-way was limited to elements along primary streets that included arterial and various collector streets. For the Self-Evaluation, subject specific surveys were disseminated amongst City departments in review of their policies, procedures and practices. SSA assisted in identifying the potential non-physical barriers that may result from these.

Date of Project: 2017 - 2021

Key SSA Staff: Sally Swanson, Principal-in-Charge

Project Value: $80, 390









County of Sacramento

Self-Evaluation and ADA Transition Plan

Contracting Agency: Sacramento County

Project Description:

Sally Swanson Architects, Inc. (SSA) conducted a county wide ADA Self-Evaluation and Transition Plan of the Unincorporated County services, programs, and facilities, including the street right-of-way accessibility.

Date of Project: 2017 - 2020

Key SSA Staff: Sally Swanson, Principal-in-Charge
Chris Sircello, CASp, Facilities Specialist

Project Value: $1,722,058

San Mateo County Harbor District

ADA Self-Evaluation and Transition Plan

Contracting Agency: San Mateo County Harbor District

Project Description:

SSA provided ADA Transition Plan Services for the San Mateo County Harbor District (SMCHD). Locations included the Pillar Point Harbor/Admin Office on Half Moon Bay and the Oyster Point Marina. SSA conducted an evaluation of all relevant public facilities, including research, field data collection and data analysis.

Date of Project: 2016-2017

Key SSA Staff: Sally Swanson, Principal-in-Charge

Project Value: $160,140









County of Stanislaus

ADA Self-Evaluation and Transition Plan

Contracting Agency: Stanislaus County

Project Description:

SSA prepared a County-wide ADA Self-Evaluation and Transition Plan for Stanislaus County. SSA conducted site and program accessibility compliance audits to provide the basis for identification, prioritization, budgeting, and implementation of plans. The goal was to assist the County in its continuing efforts to comply with accessibility requirements as required by the ADA and State of California Accessibility Codes. Findings submitted to the County identified barriers to access and their prioritization by impact. SSA also proposed remedial steps to mitigate, remove or addressed identified barriers. SSA has an on-call contract for continuing ADA services. Outdoor developed and undeveloped recreational areas surveyed by SSA included 45 parks/fishing access/camping areas.

Date of Project: 2015 - Present (On-Call)

Key SSA Staff: Sally Swanson, Principal-in-Charge

Project Value: Estimated: $603,900

San Mateo County Community College District (SMCCCD)

ADA Transition Plan and Self-Evaluation

Contracting Agency: SMCCCD

Project Description:

SSA performed an ADA field survey of the District buildings and facilities, and updated the District's ADA Self-Evaluation and Transition Plan. From 2012-2013, SSA delivered a seamless expansion of the Health and Wellness Building Locker Room at the College of San Mateo. From 2014-2015, SSA provided ADA consulting services for the Canada College settlement agreement. In 2016, SSA began providing access expertise in design solutions for barriers identified at Canada College. Most recently, SSA was engaged by SMCCCD to create and conduct a new and comprehensive ADA Self-Evaluation Report and Transition Plan for the District Office, Canada College, College of San Mateo, and Skyline College.





Date of Project: 2005 - 2011; 2016 - present

Key SSA Staff: Sally Swanson, Principal-in-Charge + PM
Kathleen Wong, Project Architect
Alice Chang, Job Captain

Project Value: $450,000





Kings County

ADA Self-Evaluation and Transition Plan

Contracting Agency: Kings County

Project Description:

SSA prepared a Self-Evaluation and Transition Plan that fully complies with the requirements of the Americans with Disabilities Act of 1990 (ADA) including changes made by the ADA Amendments Act of 2008 and the amended ADA regulations of 2010. The County has 944 miles of maintained roads and approximately 33 miles of these roads are within the urbanized areas of Armona, Stratford, Home Garden, and Kettleman City and, as such, are used by pedestrians. Several of these buildings are located at the County Government Center, the main County facility, a site of about 73 acres.

Date of Project: 2014 - 2016

Key SSA Staff: Sally Swanson, Principal-in-Charge

Project Value: $127,000

SALLY SWANSON
ARCHITECTS, INC.

Section 2
Key Staff Members

SALLY SWANSON, AIA **Years Experience: 45**
Principal-in-Charge + Project Manager



License: Architect, CA, 1982, #C12746

Phone Number: (415) 308-6555

Education: M.A. in Urban Design & Planning, Columbia University; Environmental Studies, University of Washington; B.A. in Architecture, University of Illinois

Experience: Ms. Swanson, Principal of Sally Swanson Architects, Inc. has 45 years of experience in architecture, planning and accessible design and has managed her own award–winning firm since 1980. Ms. Swanson and her team have provided Transition Plans, Self-Evaluations, cost estimates, preliminary plans, and design and construction documents to help various public clients achieve compliance with Federal and California standards.
Universal Design (UD) as practiced by Sally Swanson Architects, Inc. informs Global wayfinding solutions and creates public environments that are enjoyable, easy to use, and work for everyone at any age with or without a disability. The Global Wayfinding principles that relate to spatial planning include: key decision points, identity cues, prioritization of signage, nodes/hub standards and detectable keys to circulation. Over the years, Ms. Swanson has introduced special tools and a process that is time-tested, successful and contains scoping and technical requirements for accessibility to site, facilities, and buildings, with emphasis on providing full and equal access to all. These Global principles and guidelines promote better "access" to transit and public spaces for all users by improving practicality, comfort and feelings of inclusiveness. Ms. Swanson utilizes standards and Transit UD guidelines that she wrote as a member of the American Public Transportation Association (APTA) Urban Design Working Group to identify challenges that people with sensory and/or mobility impairments experience traveling to, riding and getting from transit. A Recommended Practice is an Action Plan developed by Ms. Swanson to implement Universal Design (UD) principles and concepts. Ms. Swanson's process moves one successfully through a space without doubt, uncertainty or frustration. Ms. Swanson embraces assistive technologies that create solutions for transit environments and other public places. As a Paralympics Reporter accredited by the United States Olympic Committee, she has participated in developing accessibility standards from the Sochi 2014 Winter Paralympic Games, the Rio 2016 Summer Paralympic Games, the PyeongChang 2018 Winter Paralympic Games, the 2020 Tokyo Summer Olympics and Paralympics Games, to the Beijing 2022 Paralympic Winter Games. Ms. Swanson is also a member of the Transportation Research Board (TRB) Subcommittee on Art and Design Excellence in Transportation. Through her pioneering vision, Ms. Swanson shows it is possible to significantly increase the level of accessibility for everyone including the elderly population and persons with disabilities.

ADA Project Experience:

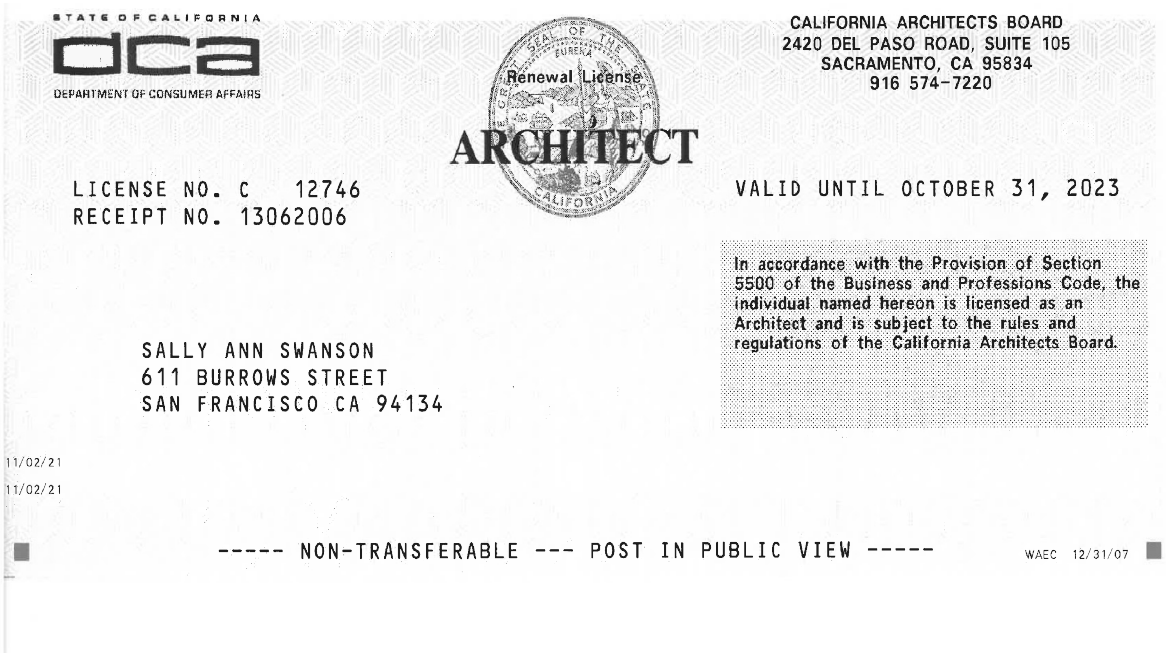
Cities: Porterville, Los Angeles, Rancho Cordova, Chowchilla, Bellflower, Vernon, Yorba Linda, Montebello, Rialto, Mariposa, Madera, Oakley, Woodland, Richmond, Alameda, San Francisco, Danville, Emeryville, Lincoln, Lemoore, Monterey, Orinda, Sanger, San Carlos, Santa Ana, San Marcos, Santa Clara, Solana Beach, Sunnyvale, Tulare, Turlock, Rio Rancho and Santa Fe, NM; Bend, OR; Mesa, AZ; Burlington,

Counties: San Bernardino, Humboldt, Sacramento, Kings, Kern, Marin, Mendocino, Placer, San Mateo, Santa Barbara, Sonoma, Stanislaus, San Luis Obispo, Brown County, WI and St. Louis County, MO

Special Districts and Transit: California Department of Transportation (CalTrans), Santa Clara Valley Open Space Authority, Golden Gate Bridge Highway and Transportation District, Bay Area Rapid Transit (BART); Kings County Association of Governments; Greater Vancouver Transportation Authority; CDCR, Marin Municipal Water District, San Mateo County Harbor District

Higher Education: Sonoma County Junior College District, Cerritos CCD, University of California Davis, San Diego CCD, Mt. San Antonio CCD, San Mateo CCD, Solano CCD, Contra Costa CCD, Desert CCD, Los Angeles CCD, West Valley CCD, Sonoma State University, Eastern Washington University, Monterey Peninsula Community College, San Francisco Community College, San Jose Community College

Sutter Health Facilities: Antioch, Berkeley, Oakland, Sacramento, San Leandro, San Mateo, Santa Rosa and Vallejo, CA



STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

Renewal License

ARCHITECT

CALIFORNIA ARCHITECTS BOARD
2420 DEL PASO ROAD, SUITE 105
SACRAMENTO, CA 95834
916 574-7220

LICENSE NO. C 12746
RECEIPT NO. 13062006

VALID UNTIL OCTOBER 31, 2023

In accordance with the Provision of Section 5500 of the Business and Professions Code, the individual named hereon is licensed as an Architect and is subject to the rules and regulations of the California Architects Board.

SALLY ANN SWANSON
611 BURROWS STREET
SAN FRANCISCO CA 94134

11/02/21
11/02/21

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WAEC 12/31/07

Scott Saddlemire, CASp **Years Experience: 30**
Quality Assurance + Quality Control



Education: Four-year apprenticeship through IBEW/NECA

Certifications: Division State Architect Project Inspector Cert #5893, Certified Access Specialist (CASp) Cert #677, Lead Certified Access Specialist for Superior Construction Services

Experience: Mr. Saddlemire is a Certified Access Specialist (CASp) with Sally Swanson Architects, Inc. (SSA).

His responsibilities include comprehensive project management of Americans with Disabilities Act (ADA) projects where his role includes developing and producing detailed reports. He serves as a very hands-on Project Manager.

Mr. Saddlemire has managed and worked extensively on all types of accessibility compliance projects ensuring that clients are meeting the Americans with Disabilities Act (ADA) Title II, U.S. Architectural and Transportation Barriers Compliance Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, Federal ADA Accessibility Guidelines and Standards (ADAAG & ADAS), CCR Titles 19 and 24, Code of Federal Regulations (CFR) 28, Part 35 of the ADA, CFR 49, Part 27 of the 1973 Rehabilitation Act and other relevant access obligations.

Mr. Saddlemire develops and implements ADA Self-Assessment and Transition Plan reports from start to finish: a comprehensive process which begins by working closely with the project stakeholders, listening well, and devising a strategy that will best meet the expectations and needs of each client.

In addition, Mr. Saddlemire is very knowledgeable of the industry benchmarking and different types of project delivery systems regarding: General contracting, Multi Prime Construction Management, At Risk Construction Management and Lease Lease-Back. Mr. Saddlemire has the added benefit of also being a California Division of State Architect Inspector of Record. This gives him the insight of the DSA and allows him the ability to identify issues in the early construction stages.

Mr. Saddlemire is also known for his expertise in providing Quality Assurance / Quality Control for the projects for which he is responsible.

ADA Project Experience:

Cities: Porterville, Madera, Yorba Linda, Montebello and Rialto, CA

Counties: Sonoma, CA

Higher Education: Solano Community College District

Special Districts: Santa Clara Valley Open Space Authority

Chris Sircello, CASp
Facilities Specialist

Years Experience:15+



Certifications & Licenses: Certified Access Specialist (CASp #404)

Experience: With SSA experience spanning nearly seven years, Mr. Sircello is a Certified Access Specialist (CASp) and an Access Surveyor specializing in the ADA access compliance of facilities. He has more than 15 years of ADA accessibility experience which has included providing code compliant Braille and tactile signage and intelligent wayfinding systems. He has checked architectural plans for access compliance and created code compliant signage plans from blueprints. Mr. Sircello has also served as on-site superintendent and project manager which required him to make California Title 24 and ADA site evaluations. His access survey projects include the initial surveys of Los Angeles Unified School District schools, the survey of hundreds of retail establishments throughout the United States to identify barriers to access for people with disabilities and the survey of approximately 80 emergency evacuation shelters in a major U.S. city for ADA related program access.

In addition to his professional accessibility expertise, Mr. Sircello has worked as a California licensed contractor and Union Journeyman Carpenter. He is an experienced stone masonry artisan, skilled metal worker, proficient blueprint analyst, professional tile setter and welder. These experiences allow Mr. Sircello to determine practical and cost effective solutions to barrier remediation.

ADA Project Experience:

Cities: Porterville, Chowchilla, Madera, Los Angeles, Yorba Linda, Vernon, CA; Mesa, AZ, Rialto, Montebello

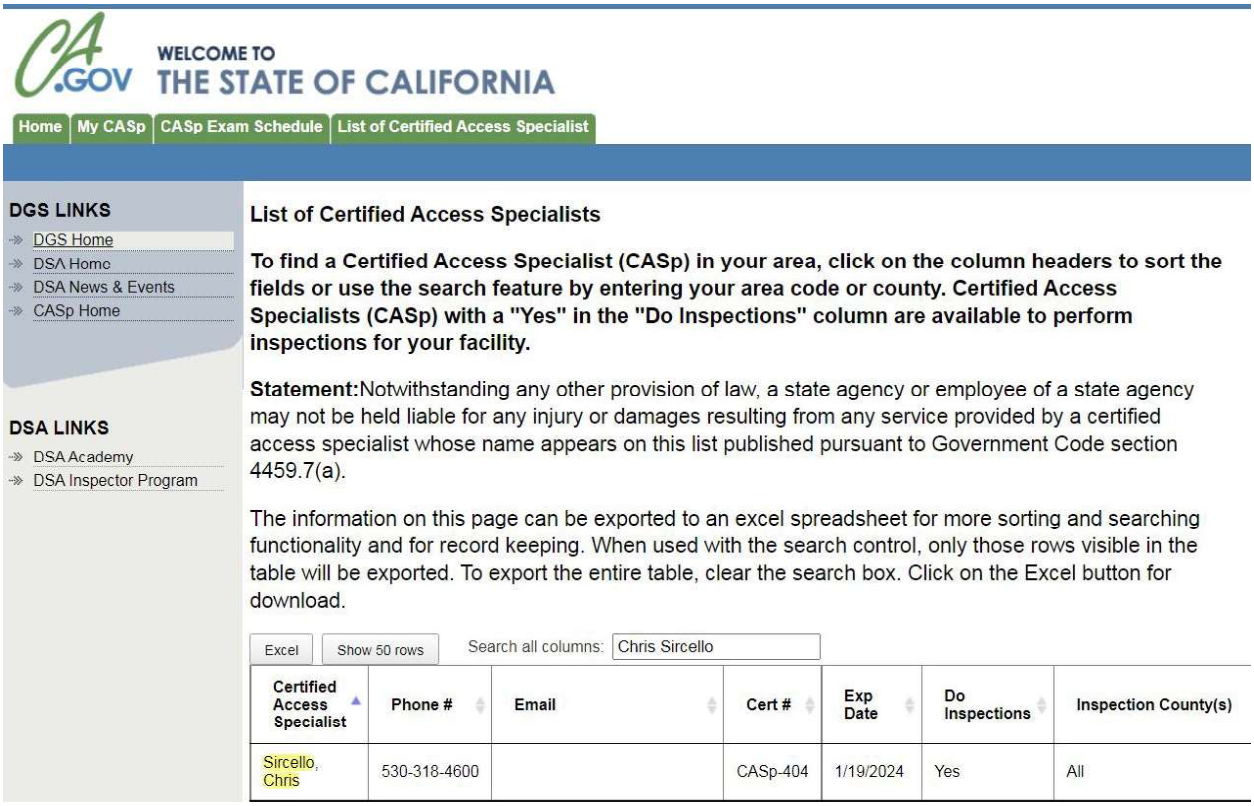
Counties: Sacramento, CA, Santa Barbara, CA, Sonoma, CA

Schools: Lawrence Middle School and LAUSD Pilot Survey

Special Districts: Santa Clara Valley Open Space Authority and Housing Authority of Alameda, Los Angeles Convention Center, City of Los Angeles Zoo, City of Los Angeles Libraries

Higher Education: Solano Community College District, Cerritos College, Mission College, Valley College, Pierce College, Canada College, Skyline College.

Types of Facilities Surveyed: Pools, Parks, Playgrounds, Nature Trails, Golf Corses, Theaters, Schools, Evacuation Shelters, Retail, Office Buildings, Historic Buildings, Stadiums, Restaurants



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THE STATE OF CALIFORNIA

Home | My CASp | CASp Exam Schedule | List of Certified Access Specialist

DGS LINKS

- DGS Home
- DSA Home
- DSA News & Events
- CASp Home

DSA LINKS

- DSA Academy
- DSA Inspector Program

List of Certified Access Specialists

To find a Certified Access Specialist (CASp) in your area, click on the column headers to sort the fields or use the search feature by entering your area code or county. Certified Access Specialists (CASp) with a "Yes" in the "Do Inspections" column are available to perform inspections for your facility.

Statement: Notwithstanding any other provision of law, a state agency or employee of a state agency may not be held liable for any injury or damages resulting from any service provided by a certified access specialist whose name appears on this list published pursuant to Government Code section 4459.7(a).

The information on this page can be exported to an excel spreadsheet for more sorting and searching functionality and for record keeping. When used with the search control, only those rows visible in the table will be exported. To export the entire table, clear the search box. Click on the Excel button for download.

Excel | Show 50 rows | Search all columns: Chris Sircello

Certified Access Specialist	Phone #	Email	Cert #	Exp Date	Do Inspections	Inspection County(s)
Sircello, Chris	530-318-4600		CASp-404	1/19/2024	Yes	All

Tina L. Dorius Esq. **Years Experience: 10**
ADA Policy Specialist



Licenses and Certifications: State Bar of Alabama (admitted 2012), Partners in Policy-making Alabama (2022), ADA National Network (2022)

Education: Doctor of Jurisprudence, University of Alabama School of Law; Master of Science Criminal Justice, Troy University; Bachelor of Arts English, University of Oklahoma

Experience: Tina Dorius joined SSA in 2022 as a licensed attorney, who has spent the majority of her career working in the public sector, primarily in colleges and universities at the administrative level. The population where Ms. Dorius has served often included disabled adults and ensuring that all of the buildings where their programs were housed were ADA accessible. Most recently, Ms. Dorius was part of Partners in Policy-making Alabama, where part of her training in advocacy included being trained on the ADA and how to monitor and report compliance issues.

Among the strengths Ms. Dorius brings to her position as ADA Policy Specialist and Trainer, is a straight-forward and informed approach to each project, and an inquisitive mind that leads to smart solutions. Ms. Dorius has advanced relationship management and organizational development competencies developed from years of advocating for clients and managing federal, state, and private grants programs, while evaluating all projects for existing reasonable accommodations processes. Ms. Dorius continuously assesses and improves policies and procedures through her development of flowcharts, forms, policies, and procedures, as well as checklists. She is a top trainer on the ADA, FMLA, EEO and how to conduct investigations.

Ms. Dorius understands the unique needs of each of the clients she currently serves. She tailors the Policy approach to be an intuitive and manageable process for all those engaged in achieving a positive and successful project outcome.

Noteworthy among Ms. Dorius's SSA projects has been her work with Santa Clara Valley Open Space Authority's ADA Self-Evaluation process, including creating the Self-Evaluation Questionnaire, conducting Webpages and Communications policy review, and conducting employee training on WCAG 2.0 AA compliance.

Public Sector Experience:
Santa Clara Valley Open Space Authority's ADA Self-Evaluation
City of Madera Self-Evaluation, Document and Policy Review and Public Outreach
City of Montebello Self-Evaluation and Public Outreach
Solano Community College Self-Evaluation and Public Outreach
City of Yorba Linda Self-Evaluation and Public Outreach
Mariposa County Self-Evaluation, Webpages and Communications Policy Review and Recommendations Employee Trainings, and Public Outreach
City of Rialto Self-Evaluation Kick Off and Self-Evaluation Questionnaire creation.

Previous and Current Clients:

Cities: Porterville, Madera and Rialto, CA

Counties: County of Mariposa, CA

Dr. Deniz Turan, Ph. D. **Years Experience: 11**
GIS and Database Specialist



Licenses and Certifications: Geographic Information Systems Specialization Coursera 2019

Education: Ph.D., Hydrology from Rutgers University
M.Sc., Hydrogeology from Middle East Technical University
B.S., Geological Engineering from Middle East Technical University

Experience: Dr. Turan has been utilizing GIS services since her undergraduate years. On every project Ms. Turan was assigned on her path to achieving a Ph.D. in Hydrology as well as her work beyond university, Ms. Turan found it increasingly helpful to present her findings on a GIS-based map with an embedded interactive database including every detailed element of information belonging to that project.

Dr. Turan is a naturally gifted GIS technician who is knowledgeable and skilled with ArcGIS and an individual who truly enjoys working with GIS systems.

Dr. Turan's day-to-day responsibilities at SSA include managing a team of surveyors to ensure timely and accurate delivery of technical reports, and assigning and supervising report tasks among the team members. Her expertise encompasses detailed Quality Assurance /Quality Control review and finalization of technical reports before submission to clients.

The blending of GIS, database development and mapping brings Dr. Turan's profound professional strengths to the fore to strategize and benefit each project.

Public Sector Experience:

Cities: City of Porterville ADA TP, City of Montebello ADA TP, City of Yorba Linda ADA TP, City of Madera ADA TP

Counties: County of Merced ADA TP, County of Sonoma ADA TP, County of Mariposa ADA TP

TONG MU (TONY) **Years Experience: 10+**
PROW Surveyor + Technical



Education: Academy of Art University San Francisco, CA, M.F.A in Interior Arch & Design; Beijing Institute of Technology Beijing, China, B.A. in Interior Design

Experience: Tony is a professional and passionate interior designer with great research and creative skills to resolve issues that will lead to a quality interior environment. As an experienced CAD drafter, he understands the functionality needs of the client should be balanced with aesthetic desires to create a purposeful layout while showcasing high end design. Tony is also an experienced access surveyor specializing in Public RoW.

Tony has expertise in; Access Survey, Revit, AutoCAD, InDesign, Graphic Design, Illustrator, 3DMAX, 20/20 Design, Rendering, and Photoshop, Furniture Systems and Specifications, FF&E, Photography and Sketching.

ADA Project Experience:

Cities: Porterville, Madera, Yorba Linda, Montebello and Rialto, CA

Counties: Sonoma and Sacramento, CA

Current Workload

Name			Sally Swanson AIA	Tina Dorius, Esq.	Dr. Deniz Turan,PHD	Tony Mu	Scott Saddlemire CASp	Chris Sircello CASp
Title			Principal-in-Charge	ADA Policy Specialist	GIS and Database Specialist	PROW Surveyor +Technical	CASp QA/QC	CASp Facilities
Role & Responsibility on Team			Principal-in-Charge	ADA Policy Specialist	GIS and Database Specialist	PROW Surveyor +Technical	CASp QA/QC	CASp Facilities
Special Training, Licenses and Certifications			Licensed Architect	Attorney at Law	Doctor of Hydrology		CASp	CASp
Project		Date						
City of Rialto ADA SETP		(Anticipated Project Completion: 12/2023)	X	X	X			
City of Madera ADA SETP		(Anticipated Project Completion: 12/2023)	X	X	X			
SCDA ADA SETP		(Anticipated Project Completion: 6/2027)	X	X	X	X		X
City of Yorba Linda ADA SETP		(Anticipated Project Completion: 12/2023)	X	X				
City of Porterville ADA SETP		(Anticipated Project Completion: 11/2024	X	X			X	
City of Santa Barbara Architecture on call		(Anticipated Project Completion: 3/2024	X				X	
Confidential Client		(Anticipated Project Completion: 12/2025	X				X	

SALLY SWANSON
ARCHITECTS, INC.

Section 3
Approach

Understanding and Approach

Understanding

Sally Swanson Architects, Inc. (SSA) understands that the City of Winters "seeks professional services to assist with an update to its ADA Self-Evaluation and Transition Plan". The Request for Proposals (RFP) is for a Citywide ADA Self-Evaluation and Transition Plan Update.

Since the 2018 Transition Plan Update, the City of Winters acquired new property, built, and opened new facilities, so a new and comprehensive update to the City's Transition Plan will ensure that City facilities are accessible to the public. The new Transition Plan will provide the basis to prioritize, budget, implement and monitor barrier removal.

The updated ADA Transition Plan will reflect current laws and regulations as well as integrate the City facilities added to the City's inventory since 2018.

It is further understood that the selected firm will evaluate the City's current ADA Transition Plan, conduct inspections of City buildings, parks, public street rights-of-way (curb cuts) and identify improvements required throughout the City in order to comply with current ADA standards, and complete a comprehensive update to the current Transition Plan. "Findings will be compared with the ADA Accessibility Guidelines (ADAAG) and California Access Codes to determine compliance with State and Federal accessibility standards".

Emphasis is to prioritize efforts to address areas of existing concern for residents. A public meeting will assess the public's concerns and community outreach will be conducted to resources and organizations serving persons with disabilities. Prioritization of required improvements will be based on volume, facility use, path of access between public facilities and severity of the issue.

The selected firm may determine that additional scope elements are advised based on professional experience. A Certified Access Specialist shall be included on the consultant's team.

Proposed Approach and Scope of Services

The City of Winters Scope of Services as outlined in the Request for Proposal (RFP) is quite clear and SSA will meet or exceed all requirements of the contract. The project approach is flexible and will be tailored precisely to fit the City's needs and resources.

Critical Elements of Project Process and Methodology

Following are the elements and benefits of the City's manageable and living ADA Transition Plan document. The Access Compliance Assessment Survey will provide the City with:

- A list of existing accessibility barriers describing each barrier and recommendation of a removal solution
- A preliminary cost estimate for removal of each barrier
- A priority assigned to each barrier
- A schedule for barrier removal
- Designation of a person responsible for barrier removal

· The ability to "check-off" mitigated barriers

· The ability to easily demonstrate steps taken toward removal of all barriers to access.

The following outlines the list and description of proposed project tasks:

TASK 1. INVENTORY AND ANALYSIS

SSA Process

Sally Swanson Architects, Inc. (SSA) plans to attend at least four meetings with City staff, including an initial kick-off meeting; interim progress meetings shall be at approximately 50%, 75%, and 90% completion. SSA will also attend and present the ADA Transition Plan to the City Council at a public meeting.

SSA will attend a kick-off meeting with the City to confirm the scope of work before advancing Tasks. SSA will identify all materials required to furnish a self-evaluation and transition plan and coordinate with key City personnel, and other stakeholders, as required. SSA will coordinate involvement of various stakeholders to include appropriate City staff, disability advocacy groups, and the general public throughout the process.

a. Administration and Management

Upon award of the contract, SSA will begin the process of reviewing background information and documents as well as planning, coordinating and scheduling a Project kick-off. Many project components discussed here regarding contacts, project schedule and communications will be agreed upon prior to an official project kick-off via email and phone conversations. SSA will manage its team including other administrative functions and overall Project activities consistent with the direction from the City of Winters in order to meet the Project schedule and budget during the course of services.

SSA will coordinate with the City of Winters, other government agencies and other affected parties as required throughout the duration of the Project. The SSA Project Team will arrange to meet via virtual conference technology, at the City of Winters's discretion, with the City staff and other appropriate stakeholders to review, refine, and finalize the scope of work, programmatic evaluations, and completion schedules, as well as project communications, final deliverables and overall project strategies and goals.

Project Schedule

SSA will use Microsoft Project to develop schedules including critical tasks. SSA will prepare, monitor, and update progress schedule beginning at the kickoff meeting and ending at City's acceptance of the final report for the Project. Schedule will indicate significant milestones and the critical path for the Project. SSA will notify City if there are delays in any phase or Task of the Project. In such cases, SSA will make up the schedule in subsequent Tasks of the Project or provide information to City substantiating a time extension. The schedule will be maintained and kept updated at all times and will be updated each time progress and milestones are changed. In addition, the progress schedule will be updated no less frequently than after each task is complete.

Invoicing

SSA will submit monthly invoice payments with a progress report summarizing partially or completed scope of work for processing. Any administrative time spent on invoicing shall be consumed by SSA's overhead and not billed separately.

QA/QC

QA/QC routines begin before the mission. It is the first management activity to ensure that a process, item, or service is of the quality expected by the user, as well as to create management controls that address planning, implementation and review of data collection activities. Subsequent QA/QC activities provide routines and consistency checks to ensure project integrity, correctness, and completeness.

Concurrent with the compilation of the report, all drawings and data will be reviewed and double-checked for accuracy and viability. The ADAAG, ADAS and the California Building Code cited will be verified and the barrier location examined to ensure accuracy and the highest quality report.

SSA will QA/QC all materials prior to submittal to the City of Winters. QA/QC shall be budgeted for and invoiced under each respective Task.

b. Develop Procedures and Forms

SSA will coordinate with the City of Winters to develop pertinent procedures and forms.

c. Attend Kick-Off, Interim Progress and Final Completion Online Meetings

The kick-off meeting is the opportunity for the City staff and SSA staff to review and refine the scope of work, completion schedules, as well as project communications, final deliverables and overall project strategies and goals. SSA will record and distribute Meeting Minutes to ensure project-wide understanding and accord of all decisions taken at the kick-off meeting. At the City's discretion, the kick-off meeting can be conducted via virtual conference technology.

SSA will schedule Interim and final completion meetings (via virtual conference technology at the City's discretion) to be conducted with designated City staff at 50%, 75% & 90% completion to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project continuing to move forward raised by City or SSA.

TASK 2. ADA SELF-EVALUATION

SSA Process

SSA will evaluate municipal codes, master plans, programs, city contract language, and activities for compliance with ADA and California accessibility requirements.

a. Thorough Review of the Existing ADA Reports and Documentation

SSA will thoroughly review City policies, documentation, and program procedures to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. This evaluation will factor in current level of program accessibility, including eligibility requirements, participation requirements, facilities used eligibility, staffing, transportation, communication, emergency procedures and grievance procedures for accessibility.

b. Identify Programs & Services and Associated Policies & Procedures

SSA will identify and obtain all necessary documents and materials to conduct the audit process and survey. SSA will review existing City documentation, departmental and facility rules and regulations, planning documents and any other written policy documentation provided by the City and identified as relevant by SSA.

SSA will assist the City in developing the tools and procedures needed to conduct a Self-Evaluation and implement recommendations in accordance with the guidelines and requirements of the Americans with Disabilities Act.

c. Selecting Key Personnel Including Orientation Meeting

SSA will coordinate and meet with designated key City staff to orient staff with the Self-Evaluation process, including type of information that will be requested in staff surveys and how the information will be used for the Self-Evaluation. SSA will assist the City in identifying what staff/departments shall be considered as key staff to coordinate with.

SSA administers a staff survey to evaluate the level of program accessibility within each City department. Once the surveys are complete, SSA reviews information provided, then identifies, requests and reviews any additional information that may be helpful in the evaluation of City-wide and program-specific policies, practices and procedures.

Finally, SSA drafts a report and recommendations for the City to review. Following City review, discussion and integration of public comment, SSA prepares a final survey document. SSA ensures that, throughout the entire survey process, SSA is available to answer any questions, and work closely with the City to ensure maximum comfort and security with the process and results.

d. Staff Surveys Including Questionnaires

SSA will administer a staff survey to evaluate the level of program accessibility within each City department. SSA will be responsible to determine the format and contents of the survey in order to conduct a complete and comprehensive Self-Evaluation, however, it is anticipated that the staff survey will consider such information as eligibility requirements, participation requirements, and facilities used, staff training, transportation, communications, notifications, public meetings, use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

e. Draft Programmatic Survey Reports

SSA will present draft Programmatic survey reports and record feedback from the City team. SSA will plan and facilitate review meetings via virtual conference technology with the City staff as required to assure their familiarity with the draft reports developed under the plan and address any questions or comments in a timely manner.

f. Final Programmatic Survey Reports

SSA will Incorporate all Comments and Prepare Final Programmatic Survey Reports.

TASK 3: FACILITY SURVEY/BARRIER ASSESSMENT

SSA Process

Conduct Comprehensive Facilities Surveys and Barriers Assessments

a. Inventory Review (per RFP Attachment B)

SSA will review the inventory, previous studies, and planned capital improvement projects that may modify existing facilities. SSA will review the complete City inventory to confirm which facilities provide public access and are not required to be surveyed. SSA will review each facility in detail to determine what area of the facilities are subject to public accommodation and are required to be surveyed, and

which areas are not considered public accommodations and are not required to be surveyed. SSA will work with City staff, including City's legal counsel and/or Risk Management staff when appropriate, to determine if City-owned facilities are required to be covered under the Physical Survey Task and the Transition Plan. This determination will be made prior to performing physical surveys.

Upon completion of the inventory review, SSA will deliver a final facility inventory before beginning subsequent physical survey.

b. Facility Diagrams

SSA's site and facility reports will include schematic site and floor plans (provided to SSA by the City) on 8.5" x 11" sheets to facilitate locating barriers identified in the ADA Transition Plan. These key drawings correspond to items in the ADA Transition Plan.

c. Physical Surveys of City Buildings

SSA will conduct surveys of all City buildings on the inventory list to identify and locate all physical barriers to access. SSA will be responsible for determining and identifying the applicable accessibility standards and codes under which features will be measured and confirm the standards and codes with the City prior to performing the surveys.

SSA will determine specific features to be surveyed as required and as applicable under the accessibility standards and codes. Field surveys of facility/buildings (including interiors, accessible parking, passenger drop-off and loading zones, pedestrian pathways, restrooms, etc.) shall include the collection and precise documentation of field data for accessibility elements at each site identified in the scope of work.

Field survey assessments will be done in the most unobtrusive manner possible to afford the least disruption to the City's business. SSA field survey staff will use the applicable current code standards; the updated 2010 regulations of Title II of the ADA, the Americans with Disabilities Act Accessibility Guidelines (ADAAG), and the 2019 edition of the California Code of Regulations/Title 24 and as applicable, the California Building Code (CBC). Elements required to be accessible and covered by the surveys will include the following:

Site Exterior: Survey will include exterior path of travel from/to the nearest site entrance point from/to the public right-of-way; accessible parking spaces; passenger drop-off and loading zones; walks and sidewalks; curb ramps; other ramps; way-finding signage; exterior elevators, lifts and where paths of travel from public transit or public parking serve the facility.

Interior: Survey will include all interior areas accessible to and by the general public (and select employee areas where there may be an opportunity to develop program alternatives and options for value engineering); entrances and exits; interior paths of travel; lobbies; public counters; seated waiting areas; public telephones (including TTY); drinking fountains; elevators; platform lifts; doors and gates; access to and through all rooms and spaces; corridors, hallways and vestibules; restrooms; room identification signs; areas of rescue assistance; assembly areas; assistive listening systems; and alarms.

d. Draft Buildings Access Compliance Assessment Reports

Once review of the field data is complete; SSA will originate the Draft Physical Survey Reports / Access Compliance Assessment Reports (ACAR) identifying each physical element within the public areas of City facilities that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities.

Each ACAR will include, but is not limited to the following:

- Executive summary;
- As-built dimensions as it relates to ADA and other relevant code/guideline access;
- Barrier Severity Rating (relative level of impact to access);
- Prioritization & Severity Rating;
- Reference to code defining the barrier to access;
- Proposed solution(s) to eliminate the barrier;
- Individual conceptual cost estimate for each solution;
- Digital photograph(s) of each barrier to access;
- Reference drawing/map showing the location of the barrier.

e. Final Buildings Access Compliance Assessment Reports

Once the collected field data is verified by SSA, then SSA will produce the Final Physical Survey Reports / Access Compliance Assessment Reports (ACAR). SSA will also produce a binder for each grouped facility by category that summarizes a narrative for the scope of work performed. All pertinent information such as inventory, facility diagrams and physical surveys will be listed and mapped in ArcGIS and added to the City website for public reference.

Conduct Comprehensive Parks Surveys and Barrier Assessments

a. Inventory Review (per Attachment C)

SSA will review the inventory, previous studies, and planned capital improvement projects that may modify existing parks, recreation and open spaces. SSA will review the complete City inventory to confirm which provide public access and are not required to be surveyed. SSA will review each park in detail to determine what areas are subject to public accommodation and are required to be surveyed, and which areas are not considered public accommodations and are not required to be surveyed.

SSA will work with City staff, including City's legal counsel and/or Risk Management staff when appropriate, to determine if City-owned parks are required to be covered under the Physical Survey Task and the Transition Plan. This determination will be made prior to performing physical surveys.

Upon completion of the inventory review, SSA will deliver a final parks inventory before beginning subsequent physical survey.

b. Facility Diagrams

SSA's site and facility reports will include schematic site and floor plans (provided to SSA by the City) on 8.5" x 11" sheets to facilitate locating barriers identified in the ADA Transition Plan. These key drawings correspond to items in the ADA Transition Plan.

c. Physical Surveys of Parks

SSA will conduct surveys of all City parks on the inventory list to identify and locate all physical barriers to access. SSA will be responsible for determining and identifying the applicable accessibility standards and codes under which features will be measured and confirm the standards and codes with the City prior to performing the surveys.

Please refer back to Task 3 Conduct Comprehensive Facility and Barrier Assesment Parts C-E for SSA's related approach and collection of data method.

Conduct Comprehensive Public Rights-of-Way (PROW) Surveys and Barrier Assessments

Prior to performing the physical survey of City Rights-of-Way, SSA will prepare a rating system for the non-compliant items to facilitate identifying and cataloging the type and severity of distress to be used in data collection, which will be approved by the City prior to beginning the survey.

a. Inventory Review (per Attachment D)

SSA's Accessibility Surveyors will collect the required information for the City Rights-of-Way throughout the City. A data collection checklist, based on ADA and DOT requirements as well as PROWAG recommendations, will be pre-programmed into handheld data collectors. Using traditional measuring and smart-level equipment, Accessibility Surveyors will enter data directly into the data collectors.

b. Physical Surveys of City PROW

SSA will use handheld computers to input measurements in the field and identify the precise geographic location of the pedestrian features. Data collection, data validation, and linking to location and digital photo files will happen automatically as the Accessibility Surveyors enter data and move from point to point. The Accessibility Surveyors will access the data entry and validation forms and aerial photography along with right-of-way, utility, topographic, or other feature data sets pre-loaded on the data collectors for easy reference in the field. This is very important as the logistics for the day's work will be identified on the map to keep the project on schedule and to minimize the possibility of missing an important feature in the field.

c. Draft Public Rights-of-Way Access Compliance Assessment Reports

Once review of the field data is complete; SSA will originate the Draft Physical Survey Reports / Access Compliance Assessment Reports (ACAR) identifying each physical element within the public areas of City facilities that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities.

Each ACAR will include, but is not limited to the following:

- Executive summary;
- As-built dimensions as it relates to ADA and other relevant code/guideline access;
- Barrier Severity Rating (relative level of impact to access);
- Prioritization & Severity Rating;
- Reference to code defining the barrier to access;
- Proposed solution(s) to eliminate the barrier;
- Individual conceptual cost estimate for each solution;
- Digital photograph(s) of each barrier to access;
- Reference drawing/map showing the location of the barrier.

d. Final Public Rights-of-Way Access Compliance Assessment Reports

Once the collected field data is verified by SSA, then SSA will produce the Final Physical Survey Reports / Access Compliance Assessment Reports (ACAR). SSA will also produce a binder for each grouped facility by category that summarizes a narrative for the scope of work performed. All pertinent information such as inventory, facility diagrams and physical surveys will be listed and mapped in ArcGIS and added to the City website for public reference.

TASK 4: COMMUNITY AND PUBLIC PARTICIPATION AND OUTREACH

SSA Process

Public Outreach Meeting Contingency Plan

Social distancing and sheltering in place are the new normal, but public vetting of the Transition and Self-Evaluation plan is still required by law. Even if the world returns to 'normal' anytime soon, it's likely that communities of people with disabilities may not want to attend in-person gatherings because they may be more susceptible to ongoing health issues.

In order to help the City to meet its legal obligations for public vetting of this Transition Plan, Sally Swanson Architects proposes the following Virtual Town Hall Contingency Plan that can be implemented at the City's discretion. The City may prefer in-person gatherings and SSA will comply with the City's directive.

SSA will host in-person or "virtual" Town Halls along with online surveys that can be noticed to the public through the City's marketing channels (e.g., websites, newsletters, email blasts).

Virtual Town Hall

- Surveys
- Pre-Town Hall Outreach
- Share the Results

TASK 5. COMPREHENSIVE TRANSITION PLAN UPDATE

SSA Process

SSA will prepare a comprehensive ADA Transition Plan update for the City of Winters. The Transition Plan will summarize, by facility, the necessary steps and cost required to meet compliance requirements. In addition, this plan will prioritize, based upon the ratings completed, and list next steps for addressing items which are not in compliance.

a. Draft ADA Self-Evaluation and Transition Plan

SSA will prepare a Draft ADA Self-Evaluation for the City's review.

b. Final ADA Self-Evaluation and Transition Plan, Including Executive Summary

SSA will prepare the Final ADA Self-Evaluation and Transition Plan that includes an Executive Summary for the City's review and approval.

SSA will prepare an ADA Transition Plan. The Plan will include a written report which generally consists of the following chapters:

1. Introduction detailing purpose and methodologies used for the Transition Plan.

2. Report of findings and identify all key personnel in charge of implementing the plan.

3. Identify all barriers to meeting compliance. Include prioritization criteria for mitigating barriers where multiple options or scenarios exist and a timeline for repair.

• List the structural changes that need to be made. Include the access issues, solutions, time lines and responsible departments. For non-structural items provide an action plan.

4. Cost estimates for recommendations.

5. Updating the City's Grievance Procedure for resolving discriminatory claims.

6. A conclusion of findings and supporting documents. The plan to be reviewed and signed by a Certified Access Specialist (CASp) prior to the City's acceptance.

7. Appendices including facility reports for all sites assessed. Reports will consist of diagrams, plans, and a summary table to help identify and prioritize barriers, solutions, and probable cost for corrections.

8. Any other requirements where mandated by Title II of the ADA or per request by City.

a.Draft ADA Transition Plan

The Transition Plan aspect of the report will identify and prioritize removal of structural barriers for accessibility purposes. The Transition Plan will accomplish the following:

•Recommendations and cost to ensure compliance under ADA

•Identification of physical barriers in the City's facilities that limit the accessibility of individuals with disabilities and cost to remove these barriers

- Detailed description of the methods and cost that will be used to make the facilities accessible, and responsible party to make the structural modifications.
- Schedule for taking the steps necessary to upgrade access. If the time period for achieving up graded access exceeds one year, then identify the interim steps to be taken during each year following adoption of the Transition Plan
- Indicate the City designee responsible for implementation of the Plan

The Transition Plan aspect of the report will provide an analysis and summary of the following:

- Methodology for prioritization of barrier remediation
- Estimated costs for barrier remediation
- Implementation schedule
- Procedures and forms for monitoring implementation
- Procedures and forms for performing evaluations of additional barriers
- Procedures and forms for filing Requests for Accommodation
- Standard drawings for remediation methods
- Identify the responsible party for implementing the ADA plans
- A section will also be included that lists references and contact information

SSA will identify any programmatic solutions to remove an existing barrier by providing equivalent facilitation in lieu of making physical alterations.

SSA will work with City staff to prioritize removal of architectural barriers at each facility. SSA will consider past and current City planning activities to incorporate the activities into the Transition Plan.

SSA will develop the Draft Self-Evaluation including questionnaire responses, grievance procedure and work plan.

SSA will develop the Draft Transition Plan including priorities, schedule, funding, standard drawings and implementation.

SSA will present the Draft ADA Transition Plan and record feedback from the City team. SSA will plan and facilitate review meetings via virtual conference technology with the City staff as required to assure their familiarity with the draft ADA Transition Plan developed under the plan and address any questions or comments in a timely manner.

b. Final ADA Transition Plan with Executive Summary

SSA will incorporate all changes and develop the final ADA Transition Plan including Executive Summary

TASK 6. PROJECT DATABASE, MAPPING, AND STANDARD PLANS

SSA Process

Draft Monitoring Database in Excel or City Approved Software

Once review of the field data is complete, SSA's technical staff will handle the important task of data entry. SSA has developed an excellent computer-based tool, which provides a variety of accessibility functions. SSA's BlueDAG database is a relational database program that assembles, organizes and maintains field survey data; maintains records of as-built conditions (actual measurements), code requirements (required measurements), conceptual cost estimates, and recommendations for solutions

for the removal of non-compliant access barriers. The program will also generate the access compliance survey report.

The BlueDAG database will list the identified barriers in a report format that cites all deviations from applicable accessibility requirements contained in the 1991 (revised in 1994) Americans with Disabilities Act Accessibility Guidelines and 2010 Americans with Disabilities Act Accessibility Standards and the International Building Code, as well as California Building Code 2019. The format will allow sorting of recorded information by location, type, severity, category, cost of identified barriers, etc.

This flexible tool can be easily modified to handle specific client requests and sorting functions; for example, listing the associated costs of updating non-compliant hardware at building entrances within a particular facility. All building, parks and PROW data is exportable and compatible with a variety of formats including Microsoft Excel (*.xls), Access (*.dbf) and Adobe Acrobat (*.pdf).

All pertinent information such as inventory, facility diagrams and physical surveys will be listed and mapped in ArcGIS and added to the City website for public reference (at the City's direction).
The completed database will be housed on City servers and include, at a minimum, the following features for end use:

A Cloud portal and graphical user interface to facilitate ongoing monitoring and updating of the final Transition Plan;

And a tool to allow sorting barriers identified in the ACARs by multiple factors simultaneously (i.e., barrier facility/location, barrier type, relative severity, cost of remediation, etc.)

The inventory database will be submitted as a draft for City review and comment, and comments shall be incorporated into the final version.

SSA will also train designated City staff in the following area:

Using and maintaining the database

f. Final Monitoring Database in Excel or City Approved Software

Once the City staff has reviewed and commented on the Draft Database and Grievance Procedure, then SSA will incorporate those comments into the Final Database.

TASK 7. FUNDING OPPORTUNITIES (Desired by the City of Winters, but not required)

SSA Process

SSA regularly assists cities, counties Special Districts and Public Agencies to strategize the best funding opportunities. If the City of Winters determines that this will be included in its Scope of Work, SSA will work diligently and in tandem with the City of Winters to determine the best available funding opportunities.

TASK 8. TRAINING (*At No Cost to the City***)**

SSA Process
SSA will conduct one (1) Training Workshop with designated City Staff on maintaining and updating the ADA Transition Plan Update (at the City's discretion, this may be conducted via virtual conference technology).

a. On-line Training on Applicable Code, Inspection, Report, Database and Procedures

Training shall be conducted to include, but not limited to:

- Review Federal and/or State accessibility standards and codes
- Update Transition Plan inventory list and mapping
- Monitor and update the ADA Transition Plan

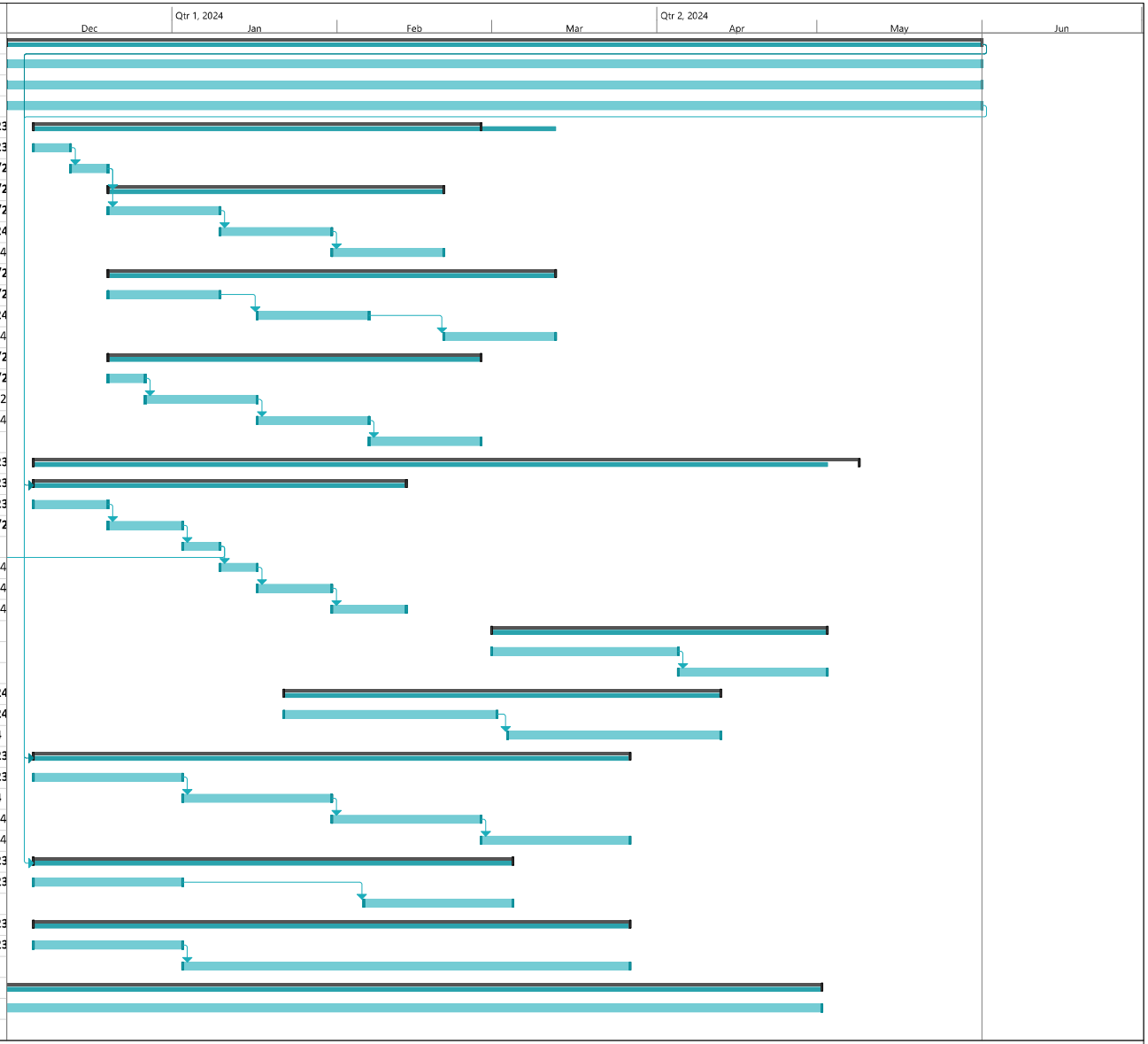
SSA will provide the materials required to conduct the Training Workshop.

Final note on SSA's Proposed Approach: The strength of any prospective approach is in the structure it provides. SSA's time-tested process has been proven to be immensely successful, but "one size may not fit all." By this we mean we will tailor the specifics to serve the needs and resources of the City of Winters and its stakeholders, whether that means adapting the schedule to allow for unforeseen local circumstances or fine-tuning ways to communicate the process with all concerned.

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Section 4
Schedule

ID	Task Name	Duration	Start
1	**TASK 1: Development and Execution of Report and Transition Plan**	**131 days**	**Fri 12/1/23**
2	Oversee Development & Execution of ADA SE & TP	131 days	**Fri 12/1/23**
3	Administration and Management	131 days	**Fri 12/1/23**
4	Facilitate Kick-Off, Interim and Completion Meetings	131 days	**Fri 12/1/23**
5	**TASK 2: Comprehensive Facility Survey and Barrier Assessment**	**60 days**	**Wed 12/6/23**
6	Inventory Review	5 days	**Wed 12/6/23**
7	Facility Diagrams	5 days	**Wed 12/13/2**
8	**1) Buildings**	**45 days**	**Wed 12/20/2**
9	Physical Survey of Buildings	15 days	**Wed 12/20/2**
10	Draft Buildings Access Compliance Assessment Reports	15 days	**Wed 1/10/24**
11	Final Buildings Access Compliance Assessment Reports	15 days	Wed 1/31/24
12	**2) Physical Survey of Parks, Parking Lots**	**60 days**	**Wed 12/20/2**
13	Physical Survey of Parks, Parking Lots	15 days	**Wed 12/20/2**
14	Draft Parks Access Compliance Assessment Reports	15 days	**Wed 1/17/24**
15	Final Parks Access Compliance Assessment Reports	15 days	Wed 2/21/24
16	**3) Public Right-of-Way (PRoW)**	**50 days**	**Wed 12/20/2**
17	Inventory Review	5 days	**Wed 12/20/2**
18	Physical Surveys of City (PRoW)	15 days	Wed 12/27/2
19	Draft PRoW Access Compliance Assessment Report	15 days	Wed 1/17/24
20	Final PRoW Access Compliance Assessment Report	15 days	Wed 2/7/24
21	**TASK 3: COMPREHENSIVE ADA SELF EVALUATION AND TRANSITION PLAN**	**111 days**	**Wed 12/6/23**
22	**4) City Programs and Services**	**50 days**	**Wed 12/6/23**
23	Thorough Review of the existing ADA reports and documentation	10 days	**Wed 12/6/23**
24	Identify Programs and Services and Associated Policies and Procedures	10 days	**Wed 12/20/2**
25	Selecting Key Personnel including Orientation Meeting	5 days	Wed 1/3/24
26	Staff Surveys Including Questionnaires	5 days	Wed 1/10/24
27	Draft Programmatic Survey Reports	10 days	Wed 1/17/24
28	Final Programmatic Survey Reports	10 days	Wed 1/31/24
29	**5) ADA Self-Evaluation**	**45 days**	**Fri 3/1/24**
30	Draft ADA Self-Evaluation Plan per Title II of the ADA	25 days	**Fri 3/1/24**
31	Final ADA SE including Executive Summary	20 days	**Fri 4/5/24**
32	**6) Comprehensive ADA Transition Plan**	**60 days**	**Mon 1/22/24**
33	Draft ADA Transition Plan	30 days	**Mon 1/22/24**
34	Final ADA TP including Executive Summary	30 days	**Mon 3/4/24**
35	**7) Public Outreach & Meetings**	**80 days**	**Wed 12/6/23**
36	Administration including Presentation, Agendas, Materials & Minutes	20 days	**Wed 12/6/23**
37	Public Outreach Online Meeting No.1	20 days	**Wed 1/3/24**
38	Public Outreach Meeting Online No. 2	20 days	Wed 1/31/24
39	Attend one (1) City Council Meeting	20 days	Wed 2/28/24
40	**8) Project Database and GIS**	**64 days**	**Wed 12/6/23**
41	Draft Monitoring Database in City Approved Software	20 days	**Wed 12/6/23**
42	Final Monitoring Database in City Approved Software	20 days	Tue 2/6/24
43	**9) Optional Fund Opportunities**	**80 days**	**Wed 12/6/23**
44	Identify funding Sources	20 days	**Wed 12/6/23**
45	Prepare a schedule of completion for compliance	60 days	Wed 1/3/24
46	**10) Training**	**192 days**	**Tue 8/8/23**
47	Online Training on Applicable Code, Inspection, Report, Databases & Procedure	192 days	**Tue 8/8/23**
48			



Project: CITY OF WINTERS ADA SETP
Date: Mon 11/13/23

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

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Section 5
Proposed Project Budget

CITY OF WINTERS - CITYWIDE ADA SELF EVALUATION AND TRANSITION PLAN UPDATE - FEE PROPOSAL - SALLY SWANSON ARCHITECTS, INC. (SSA)

	Tasks	Sally Swanson Architects, Inc.									ODC's			Total
Task #	Task Description	PIC / Project Manager	CASp QA/QC	Policy Specialist	Facility Specialist	GIS/ Database Specialist	Technical Staff	Operations	Total Hours	Total Labor Costs	Other Direct Costs			Total Fee
		Sally Swanson	Scott Saddlemire, CASp	Tina Dorius, Esq.	Chris Sircello, CASp	Deniz Turan	Various	Various			Car (Week)	Lodging (month)	Meals & Incidental (Day)	
		$225.00	$200.00	$225.00	$200.00	$145.00	$95.00	$95.00			$400.00	$2,940.00	$79.00	
1	**Inventory and Analysis**													
	a. Administration & Management	4							4	$900.00				$900.00
	b. Develop Procedures & Forms	4							4	$900.00				$900.00
	c. Attend Kick-Off, Interim Progress & Final Completion Online Meetings	6							6	$1,350.00				$1,350.00
	Subtotal:	**14**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**$3,150.00**	**$0.00**	**$0.00**	**$0.00**	**$3,150.00**
2	**Conduct Self-Evaluation for City Policies, Programs and Practices**													
	a. Thorough Review of the Existing ADA Reports and Documentation			6					6	$1,350.00				$1,350.00
	b. Identify Programs & Services and Associated Policies, Practices & Procedures			4					4	$900.00				$900.00
	c. Selecting Key Personnel Including Orientation Meeting			4					4	$900.00				$900.00
	d. Staff Surveys Including Questionnaires			4					4	$900.00				$900.00
	e. Draft Programmatic Survey Reports			6					6	$1,350.00				$1,350.00
	f. Final Programmatic Survey Reports			12					12	$2,700.00				$2,700.00
	Subtotal:	**0**	**0**	**36**	**0**	**0**	**0**	**0**	**36**	**$8,100.00**	**$0.00**	**$0.00**	**$0.00**	**$8,100.00**
3a	**Conduct Comprehensive City Buildings and Parks Surveys and Barrier Assessments**													
	a. Inventory Review				6				6	$1,200.00				$1,200.00
	b. Facility Diagrams				6				6	$1,200.00				$1,200.00
	c. Physical Surveys of City Buildings and Parks (per Attachments B and C in the RFP)				80				80	$16,000.00				$16,000.00
	d. Draft Buildings and Parks Access Compliance Assessment Reports				6				6	$1,200.00				$1,200.00
	e. Final Buildings and Parks Access Compliance Assessment Reports				6				6	$1,200.00				$1,200.00
	f. Draft Monitoring Database in Excel or City Approved Software				6				6	$1,200.00				$1,200.00
	g. Final Monitoring Database in Excel or City Approved Software				6				6	$1,200.00				$1,200.00
		0	**0**	**0**	**116**	**0**	**0**	**0**	**116**	**$23,200.00**	**$0.00**	**$0.00**	**$0.00**	**$23,200.00**
3b	**Conduct Comprehensive City Public Right-of-Way Surveys and Barrier Assessments**													
	a. Inventory Review								0	$0.00				$0.00
	b. Facility Diagrams								0	$0.00				$0.00
	c. Physical Surveys of City Sidewalks, Curb Ramps, and Pedestrian Signals (per Attachment D in the RFP)							140	140	$13,300.00				$13,300.00
	d. Draft Sidewalks, Curb Ramps, and Pedestrian Signals Access Compliance Assessment Reports					30	60		90	$10,050.00				$10,050.00
	e. Final Sidewalks, Curb Ramps, and Pedestrian Signals Access Compliance Assessment Reports					20	40		60	$6,700.00				$6,700.00
	f. Draft Monitoring Database in Excel or City Approved Software					10	15		25	$2,875.00				$2,875.00
	g. Final Monitoring Database in Excel or City Approved Software					4	8		12	$1,340.00				$1,340.00
	Subtotal:	**0**	**0**	**0**	**0**	**64**	**123**	**140**	**327**	**$34,265.00**	**$0.00**	**$0.00**	**$0.00**	**$34,265.00**
4	**Public Outreach / Meetings**													
	a. Administration Including Presentation, Agenda, Materials & Minutes			4					4	$900.00				$900.00
	b. Public Outreach Online Meeting No.1			2					2	$450.00				$450.00
	c. Public Outreach Online Meeting No.2			2					2	$450.00				$450.00
	d. Attend One (1) City Council Meeting			2					2	$450.00				$450.00
	Subtotal:	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**10**	**$2,250.00**	**$0.00**	**$0.00**	**$0.00**	**$2,250.00**
5	**ADA Self-Evaluation and Transition Plan Update**													
	a . Draft ADA Self-Evaluation and Transition Plan Update			4		16			20	$3,220.00				$3,220.00
	b. Final ADA Self-Evaluation and Transition Plan Update			4		8			12	$2,060.00				$2,060.00
	Subtotal:	**0**	**0**	**8**	**0**	**24**	**0**	**0**	**32**	**$5,280.00**	**$0.00**	**$0.00**	**$0.00**	**$5,280.00**
6	**Project Database, Mapping, and Standard Plans**													
	a. Draft GIS Database for Buildings, Parks, and PROW					20	20		40	$4,800.00				$4,800.00
	b. Final GIS Database for Buildings, Parks, and PROW					10	10		20	$2,400.00				$2,400.00
		0	**0**	**0**	**0**	**30**	**30**	**0**	**60**	**$7,200.00**	**$0.00**	**$0.00**	**$0.00**	**$7,200.00**
7	**Funding Opportunities**													
	a. Identify funding sources		10						10	$2,000.00				$2,000.00
	b. Prepare a schedule of completion for compliance		10						10	$2,000.00				$2,000.00
		0	**20**	**0**	**0**	**0**	**0**	**0**	**20**	**$4,000.00**	**$0.00**	**$0.00**	**$0.00**	**$4,000.00**
8	**Training (***At No Cost to The City***)**													
	a. On-line Training on Applicable Code, Inspection, Report, Database & Procedures								0	$0.00				$0.00
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	Grand Total:								**746**	**$87,445.00**	**$0.00**	**$0.00**	**$0.00**	**$87,445.00**

Notes: 1. If there is a significant increase to the scope of work outlined above, SSA reserves the right to renegotiate the services fee with the City
2. Sally Swanson Architects, Inc. (SSA) guarantees that no additional fees will be charged prior written consent by the City.
3. All expenses are included, including reimbursable, if applicable.
4. All reports will be submitted in PDF format.

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Section 6
Confirmation of SSA's Ability to Meet All Requirements

Confirmation of SSA's Ability to meet the City's Standard Professional Services Agreement terms and provisions and insurance requirements

Sally Swanson Architects, Inc. (SSA) has thoroughly read and understood the City of Winters Request for Proposal (RFP) and the City's Standard Professional Services Agreement and insurance requirements. SSA attests that it takes no exceptions to any terms expressed in the RFP or the Agreement. SSA meets and/or exceeds the types and levels of insurance required by the City of Winters.

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Section 7
References

References

City of Oakley

Contact Name: Kevin Rohani, P.E
Contact Title: Public Works Director and City Engineer
Organization: Department of Public Works
Address: 3231 Main Street, Oakley, CA 94561
Email: Rohani@ci.oakley.ca.us
Phone: 650-595-7469
Work and Role Performed:SSA developed the ADA Transition Plan and Self-Evaluation for the City. The Transition Plan included evaluations of all City of buildings and parks whereas the public rights-of-way was limited to elements along primary streets that included arterial and various collector streets. For the Self-Evaluation, subject specific surveys were disseminated amongst City departments in review of their policies, procedures and practices. SSA assisted in identifying the potential non-physical barriers that may result from these.

University of California, Berkeley

Contact Name: Ben Perez
Contact Title: Deputy Director of Community
Organization: UC Berkeley
Address: 200 California Hall - MC 1500, Berkeley, CA 94720-1500
Phone: 510-643-6456
Email: bperez@berkeley.edu
Work and Role Performed: SSA was selected to work with the University of California, Berkeley to conduct an ADA Self-Evaluation and Transition Plan. The scope of work included the assessment of a specified selection of University-owned/leased facilities and the public rights-of-way as well as the assessment of the University's programs, services and activities.

San Mateo County Community College District (SMCCCD)

Contact Name: Heidi Rank, AIA, LEED AP,BD+C
Contact Title: Senior Project Manager
Organization: Swinerton Management & Consulting
Address: 3300 College Drive, Blg. 3A San Bruno, CA 94066
Phone: 415.622.6362
Email: rankh@smccd.
Work and Role Performed:SSA performed an ADA field survey of the District buildings and facilities, and updated the District's ADA Self-Evaluation and Transition Plan.

San Mateo County Harbor District

Contact Name: John Moren
Contact Title: Director of Operations
Organization: San Mateo County Harbor District
Address: 504 Avenue Alhambra, 2nd Floor P.O. Box 1449 El Granada, CA 94018
Phone: 650-583-4400
Email: Jmoren@smharbor.com
Work and Role Performed:SSA provided ADA Transition Plan Services for the San Mateo County Harbor District (SMCHD). Locations included the Pillar Point Harbor/Admin Office on Half Moon Bay and the Oyster Point Marina. SSA conducted an evaluation of all relevant public facilities, including research, field data collection and data analysis.

County of Sacramento

Contact Name: Bill Irving, PE
Contact Title: Associate Civil Engineer
Organization: County of Sacramento
Address: 4111 Branch Center Road, Sacramento, CA 95827
Phone: (916) 874-7640
Email: irvingb@saccounty.net
Work and Role Performed:Sally Swanson Architects, Inc. (SSA) conducted a county wide ADA Self-Evaluation and Transition Plan.

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Section 8
Sample ADA Transition Plan

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City of SAMPLE

Americans with Disabilities Act Transition Plan and Self-Evaluation – Public Rights-of-Way (PROW)





Report Prepared by:

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City of SAMPLE - Self-Evaluation Work Plan 2018 (Draft)

Results of the City of SAMPLE Staff Surveys and Interviews

The questionnaires were used as the basis for interviews with City staff members that were knowledgeable of City operations and the subjects addressed within the questions. The responses from City staff are written below each question. Each response was reviewed by the consultant and recommendations are made by SSA, as appropriate.

ADA Coordinator

Respondents	Documents provided for review in response to survey questions. Contact: SAMPLE											

NO.	CITE	QUESTION	RESPONSE	FINDING	RECOMMENDATION	SSA NOTES	DATE ASSIGNED	ASSIGNED	MILESTONES	DUE DATE	TRAINING (Y/N)	NOTES
1	28 CFR 35.103	1.Does the City of SAMPLE have an ADA Notice of Compliance? If yes, does it address state law? Please attach the Notice.		The City does have an ADA Notice of Compliance; however, it does not address California State law, which is more stringent in many applications.	In recognition of 28 CFR 35.103, it is recommended that California Government Code 12926 and 11135 be included in the ADA Notice of Compliance.							
2	Best Practice	3.Are the ADA Notice of Compliance and the grievance system posted on the City's website?		While the grievance system is posted on the City's website, the ADA Notice of Compliance is not.	Post the ADA Notice of Compliance on the City's website in a visible area.							
3	28 CFR 35.106	4.Who handles the fact finding and grievance administration?		According to the City's website, the ADA Coordinator is responsible for, "resolving ADA grievances filed by citizens."	Create a procedure identifying who is responsible for conducting the fact finding and who is responsible for the grievance administration. Ensure that there is a separation of duties for each role.							
4	Best Practice	5.Does the City of SAMPLE have a plan for ADA Notice and Grievance dissemination?		It is unclear if the City has a plan for ADA Notice and Grievance dissemination.	Create and implement a dissemination plan for the ADA Grievance and Notice of Compliance to be provided to staff. It is recommended this occur on an annual basis.							
5	Best Practice	6.Does the ADA Coordinator's office have ready access to City senior management? If no, how are disability civil rights issues elevated in order that they may be addressed in a timely manner?		It is unclear if the ADA Coordinators Office has ready access to City senior management.	Create a process to ensure the ADA Coordinator's office has ready access to City senior management to address disability civil rights issues in a timely manner.							
6	CA Gov Code 12940	8.Who provides reasonable accommodations to applicants and employees under ADA Title I, ADAA and California Government Code 12926?				According to the Request for Reasonable Accommodation Pursuant to FHA and FEHA on the City's website, requests for reasonable accommodation are directed to the ADA Coordinator. However, no process was found on how reasonable accommodations are provided.						
7	Best Practice	9.Who investigates grievances related to reasonable accommodations and other ADA related issues?		According to the City's website, the ADA Coordinator is responsible for, "resolving ADA grievances filed by citizens." It is unclear who investigates grievances related to reasonable accommodations filed by applicants and employees.	Create a procedure for investigating grievances related to reasonable accommodations and other ADA issues filed by applicants and employees. Ensure that there is a separation of duties for those involved in the investigation (i.e., if the ADA Coordinator was involved in the reasonable accommodations process they should not conduct the investigation).							
8	CA Gov Code 12940	10.Is an interactive process used? If yes, how is it documented?		No information related to the interactive process was found.	Create a system to address the interactive process for Title I and Title II accommodations. The system should ensure that every step of the interactive process is documented. While there is no requirement on the type of documentation, it is critical that all efforts made are captured in some way. Provide training to impacted staff as needed.							
9	CA Gov Code 12926(U)	11.How is undue hardship determined and by whom?		No system was found addressing the determination of undue hardship.	Create a consistent procedure for determine undue hardship per CA Gov Code 12926(u).							
10	28 CFR 35.130(f)	12.Is there an anti-surcharge policy in place to make it clear to staff not to charge for accommodations?		There is an anti-surcharge statement in the Notice Under Americans with Disabilities Act.	Ensure that the Notice Under Americans with Disabilities Act is posted on the City's website, in public areas and locations that staff gather.							
11	28 CFR 35.130(b)(1)	13.Is contract language in place holding contractors and vendors to applicable State and federal disability civil rights mandates? If yes, how is this enforced?		No evidence was found that contract language is in place to hold contractors and vendors to applicable State and federal disability civil rights mandates.	Ensure all contracts held by the City hold contracts to State and Federal disability civil rights mandates that the City is held to under law.							
12	28 CFR 35.107	14.If a person with a disability believes they have been discriminated against by a City vendor or contractor, what steps are open to them?		No process is in place to address disability discrimination complaints made City vendors or contractor.	Resolve disability discrimination complaints through the grievance process.							
13	28 CFR 35.130(Best Practice)	16.Is guidance in place for City staff and vendors regarding clear space and furniture placement? If yes, please attach the guidance.		No guidance is available for staff responsible for room set-up regarding clear space and furniture placement.	Provide guidance to impacted staff regarding furniture placement and access for meetings.							
14	28 CFR 35.136	17.Does the City have a service animal policy? If yes, how is staff trained?		The City has several guidance documents on service animal laws and best practices, but no policy was found.	Use guidance documents already in place to create service animal policy and procedures.							
15	2 CCR § 11065(3)	18.How is access for comfort animals addressed?		The City's guidance documents on service animals provides information on comfort animals as well. No policy or procedure was found on how access is addressed.	Use guidance documents already in place to create a policy or procedure to address access for comfort animals.							
16	Best Practice	20.How does the City address service animal relief areas during meetings and events?		The City does not designate service animal relief areas to support public events.	Although not required, designating a service animal relief area when producing a public event sends a welcoming message.							
17	28 CFR 35.160	21.Are all City of SAMPLE publications offered in alternative formats?		No notice was found on publications offering the availability of alterative formats, if needed, to make them accessible to people with disabilities.	1. Create a notice that offers publications in alternate format and ensure it is used in all publications. 2. Identify resources that can be used to create needed alterative format publications. 3. Ensure impacted staff is aware of this requirement							
18	28 CFR 35.160(b)	22.Is there notice on all public meeting announcements that auxiliary aides and services are made available as needed for meeting participants with disabilities?		A review of the City's website on upcoming meetings and events showed a notice offering auxiliary aides and services for a person requiring an accommodation. Contact information for the City Clerks office was also contained in the notice. It was not clear if this notice is on all public meeting announcements.	Ensure all public meeting announcements contain the notice used on the meeting calendar notice							
19	28 CFR 35.162	23.Is the City's 911 system accessible to TTYs and modems?		The City's 911 system is not accessible to TTYs and modems.	Ensure the City's 911 system is accessible to TTYs and modems.							

CONFIDENTIAL
DRAFT

SAMPLE FACILITY - SAMPLE ADDRESS

Basement Floor: Child Library

Finding: 8

The drinking fountain is noncompliant.

The water flow shall be activated by a manually operated system that is front mounted or side mounted and located within 6 inches of the front edge of the fountain or an electronically controlled device.

Spout outlets on wheelchair accessible fountains shall be 36 inches maximum above the finish floor or ground and be located 15 inches minimum from the vertical support and 5 inches maximum from the front edge of the unit, including bumpers.

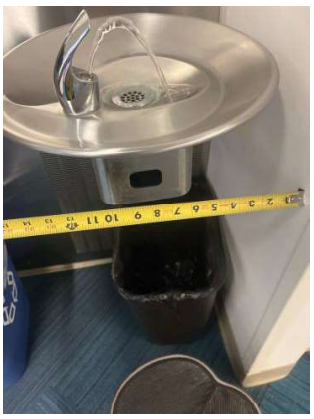
The spout shall provide a flow of water at least 4 inches high minimum and shall be located 5 inches maximum from the front of the unit. The angle of the water stream shall be measured horizontally relative to the front face of the unit.

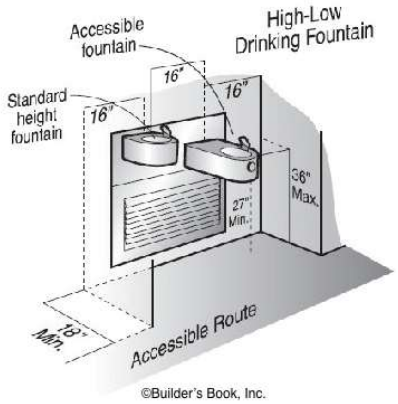
Where spouts are located less than 3 inches of the front of the unit, the angle of the water stream shall be 30 degrees maximum. Where spouts are located between 3 inches and 5 inches maximum from the front of the unit, the angle of the water stream shall be 15 degrees maximum. On an accessible drinking fountain with a round or oval bowl, the spout must be positioned so the flow of water is within 3 inches of the front edge of the fountain.

Citation:	As Built:	Budgeting Range:
2022 CBC 11B Section: 11B-602.1, 11B-602.3, 11B-602.4, 11B-602.5	N/A	$2,500 - $6,500.00

Recommendation:

See figure for requirements to the side of the alcove





City of SAMPLE Access Compliance Survey Report - Sidewalks **Cost Summary**

CAMINO PONIENTE — *Total Cost for Street:* $247,446.00

Survey Street	Start Street	End Street	Orientation	Cost
CAMINO PONIENTE	VIA BUENA SUERTE	VIA BUENA SUERTE	E/N/	$247,446.00

CAMINO TECATE — *Total Cost for Street:* $211,693.50

Survey Street	Start Street	End Street	Orientation	Cost
CAMINO TECATE	VIA NUEVA	VIA NUEVA	E/N/	$211,693.50

CAMINO VERDE DR — *Total Cost for Street:* $1,112,661.00

Survey Street	Start Street	End Street	Orientation	Cost
CAMINO VERDE DR	AVENIDA DE LA PAZ	PARKING LOT	E	$300,541.50
CAMINO VERDE DR	ESPERANZA RD	AVENIDA DE LA PAZ	E	$225,882.00
CAMINO VERDE DR	PARKING LOT	ESPERANZA RD	W	$586,237.50

CAMINO VISTA — *Total Cost for Street:* $201,438.00

Survey Street	Start Street	End Street	Orientation	Cost
CAMINO VISTA	VIA LENARDO	AVENIDA DEL TREN	E	$201,438.00

CAMPHOR AVE — *Total Cost for Street:* $282,960.00

Survey Street	Start Street	End Street	Orientation	Cost
CAMPHOR AVE	MANZANITA AVE	SIDEWALK ENDS	SE	$96,894.00
CAMPHOR AVE	SIDEWALK START	MANZANITA AVE	SE	$186,066.00

CANDLEBERRY LN — *Total Cost for Street:* $57,483.00

Survey Street	Start Street	End Street	Orientation	Cost
CANDLEBERRY LN	BRUSH CANYON DR	BRUSH CANYON DR	E/N/	$57,483.00

CANYON DR — *Total Cost for Street:* $1,386,121.50

Survey Street	Start Street	End Street	Orientation	Cost
CANYON DR	AMBERDALE DR	CRESTKNOLL DR	S	$359,604.00
CANYON DR	BROOKMONT DR	AMBERDALE DR	S	$207,175.50
CANYON DR	CRESTKNOLL DR	HILLSIDE DR	SW	$62,869.50
CANYON DR	FAIRMONT BLVD	FERNGLEN DR	NW	$41,634.00
CANYON DR	FERNGLEN DR	AMBERDALE DR	N	$464,755.50
CANYON DR	HILLSIDE DR	FAIRMONT BLVD	SW/	$105,187.50
CANYON DR	STONEHURST PL	BROOKMONT DR	N	$144,895.50

CANYON TERRACE DR — *Total Cost for Street:* $93,942.00

Survey Street	Start Street	End Street	Orientation	Cost
CANYON TERRACE DR	FAIRMONT BLVD	SIDEWALK ENDS	E	$93,942.00

CAPRICE DR — *Total Cost for Street:* $350,329.50

Survey Street	Start Street	End Street	Orientation	Cost
CAPRICE DR	CAR BLOCKING SIDEWALK	MANOR VIEW DR	N	$108,270.00
CAPRICE DR	MANOR VIEW DR	STREET END	S	$183,577.50
CAPRICE DR	STREET END	CAR BLOCKING SIDEWALK	N	$58,482.00

CARI LN — *Total Cost for Street:* $64,444.00

Survey Street	Start Street	End Street	Orientation	Cost
CARI LN	KAYE LN	LOGAN LINDA DR	S	$33,148.00
CARI LN	LOGAN LINDA DR	PLUMOSA DR	S	$31,296.00

CARLOS RD — *Total Cost for Street:* $223,380.00

Survey Street	Start Street	End Street	Orientation	Cost
CARLOS RD	SIDEWALK START	YORBA RANCH RD	S	$134,496.00
CARLOS RD	VIA MARCOS	SIDEWALK ENDS	N	$57,168.00

City of SAMPLE Access Compliance Survey Report - Curb Ramps **ANNA CIR**

SW **Perpendicular**

4104 Ramp Landing

- *As-Built Description:*

Top landing at existing perpendicular curb ramp is less than 48" x 48" (60" length x ramp width preferred).

- *As-is* 0.0"
- *Proposed Solution:*

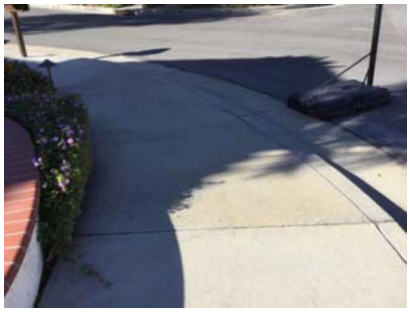
Demolish existing and provide new, parallel curb ramp, including detectable warning surfaces, and top and bottom landings as required.

CBC 2019 **11B-406.5.3**
CBC 2007 **1127B.5.4**
ADAAG **4.8.4**
ADA-2010 **405.7**
PROWAG **R304.2.1**

Unit Cost **$7000.00**

Priority
43





Width of Ramp / Pad	(in)	49.0
Length of Ramp / Pad	(in)	79.0
Slope of the Ramp / Pad	(%)	**11.1**
X Slope of the Ramp / Pad	(%)	**2.5**
Top Landing Length	(in)	**0.0**
Top Landing Slope	(%)	N/A
Top Landing X Slope	(%)	N/A

Left Flare	(%)	**12.3**
Right Flare	(%)	6.0
Gutter Slope	(%)	**7.0**
Gutter XSlope	(%)	2.0
Gutter Lip	(in)	**0.25**
Truncated Domes	(y/n)	**NO**

Street Grade (Left / Right)	(%)	0.1 1.1
Stop/Yield Control:	(y/n)	No
Crosswalks Served:		No X-walk
Tee Intersection:	(y/n)	Yes
Vertical Curb:		Vertical

Total Costs for Curb Ramps at : Anna Cir and Southview Dr **$14,000.00**

Total Costs for Curb Ramps along : Anna Cir **$14,000.00**

SALLY SWANSON
ARCHITECTS, INC.

Section 9
Conflict of Interest

Conflict of Interest

Sally Swanson Architects, Inc. (SSA) attests that there are no existing or potential conflicts of interest. SSA agrees that, per the RFP, *"for the term of this contract, no member, officer or employee of the City of Winters, or of a public body within Yolo County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in this contract or any direct or material benefit arising therefrom."*

REQUEST FOR PROPOSALS

CITYWIDE ADA SELF EVALUATION AND TRANSITION PLAN UPDATE

City of Winters

Posted: Tuesday, October 16, 2023
Proposals must be received by: Monday, November 22, 2023 at 2:00 p.m. (Pacific Time)

City of Winters Public Works Department
Attn: Eric Lucero, Director of Operations & Maintenance
318 First St
City of Winters, CA 95694

AVAILABLE ELECTRONICALLY ON CITY WEBSITE:
http://www.cityofwinters.org

ANY CHANGES OR AMENDMENTS WILL BE POSTED TO ABOVE WEBSITE

Request for Proposals
Citywide ADA Self Evaluation and Transition Plan Update

Overview

The City seeks professional services to assist with an update to its ADA Self Evaluation and Transition Plan. The Self Evaluation will identify any physical barriers limiting accessibility to City facilities. The Transition Plan will provide recommendations for removing identified barriers and complying with accessibility requirements as mandated by the ADA and State of California Access codes.

The Transition Plan will provide the basis for prioritizing, budgeting, implementing, and monitoring barrier removal. Since the last Transition Plan Update in 2018, the City has acquired new property, built, and opened new facilities. A comprehensive update to the City's Transition Plan will ensure that City facilities are accessible to the public.

Background

The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990. In summary, the law prevents discrimination against physically or mentally disabled individuals with regard to employment or access to public facilities. Title II addresses discrimination in access to public places and requires that local agencies prepare and adopt a transition plan that identifies barriers to accessibility and methods to remove those barriers. Title II also requires that an agency develop a grievance procedure whereby individuals may report and request correction of facilities which are in non-compliance and designate a staff person as ADA coordinator for the agency. The City of Winters ADA Transition Plan was last updated in June 2018. The City of Winters is now seeking a consultant to complete an updated Transition Plan to reflect current laws and regulations and to integrate City facilities added since 2018. The City invites qualified professional firms and individuals experienced in the evaluation and development of facility accessibility plans to submit a written proposal to provide professional services.

The ADA Transition Plan Update will include a self-evaluation and identification of potential barriers which may limit accessibility in City buildings, parks and public street rights-of-way (curb cuts). The Plan will also include: descriptions and methods to remove identified barriers; a schedule for barrier removal; and a planning-level budget for barrier removal. Findings will be compared with the ADA Accessibility Guidelines (ADAAG) and California Access Codes to determine compliance with State and Federal accessibility standards.

Project Description:

The selected firm will evaluate the City's current ADA Transition Plan, conduct inspections of City buildings, parks, curb cuts and streets, identify improvements required throughout the City in order to comply with current ADA standards, and complete a comprehensive update to the current Transition Plan. The City aims to prioritize efforts to address areas of existing concern for residents. This will include a public meeting to assess public concerns, as well as community outreach to resources and organizations serving people with disabilities. Required improvements will be prioritized based on a combination of volume, facility use, path of access between public facilities, and severity of the issue. Additionally, the selected consultant's team shall include an individual certified by the Certified Access Specialist Program (CASp).

The following Scope of Work is not definitive and is intended only as a guide to illustrate minimum project requirements. The Scope of Work is expected to include the following elements, although not necessarily in that order. Additional elements may be added as the selected firm determines appropriate action based upon their experience:

SCOPE OF WORK

TASK 1. Inventory and Analysis

- Identify and obtain all necessary documents and materials to conduct the audit process and survey. City shall provide the current ADA Transition Plan (2018) as well as a list of facilities, with addresses (see attachments B and C). In addition, public rights of way are located throughout the City, and total approximately 27 miles of centerline road miles, 52 miles of sidewalk, 510 curb ramps and four traffic signals.
- Review the City's grievance policies and procedures related to accessibility.
- The selected firm shall be responsible for obtaining all other documents required to complete the necessary steps below.

TASK 2. ADA Self-Evaluation

- Revise or develop procedures and forms needed to conduct a Self-Evaluation.
- Compile draft and final Self-Evaluation Report.

TASK 3: Facility Survey/Barrier Assessment

- Conduct inspections of all City facilities, parks and rights of way. All City parks are listed in Attachment C, facilities are listed in Attachment B and all streets for curb cut locations are listed in Attachment D at each cross street. Inspections shall result in a list of findings of non-compliance. Site inspections shall be completed under the direction of staff certified by the Certified Access Specialist Program (CASp).
- Facility Reports - Develop a report for each building site and park, identifying items that limit accessibility. The report shall include diagrams of each facility for use in the ADA transition plan.
- Public Right-of-Way: Survey the City's inventory of sidewalks, crosswalks, pathways and curb ramps in the public right-of-way for ADA compliance.
- Rate all barrier assessment findings by impact, on a graduated scale, assigning ratings based upon priority for remediation. Ratings shall be presented to City in both draft and final formats, in an Excel spreadsheet with a list of non-compliant features and steps needed to achieve compliance. This spreadsheet shall also include cost estimates for all necessary and/or recommended improvements.
- Reports shall be prepared under the direction of and certified by the CASp and shall be completed in accordance with the Construction-Related Accessibility Standards Compliance Act.

TASK 4: COMMUNITY AND PUBLIC PARTICIPATION AND OUTREACH

- The selected firm will lead an outreach program and will include any public outreach plan updates required by current laws. This will require coordination of a community meeting, including outreach to advocacy groups, to obtain as much participation as possible from members of the public.
- Program materials
- Project workshop
- Plan review workshop

TASK 5. COMPREHENSIVE TRANSITION PLAN UPDATE

- The selected firm shall prepare a comprehensive ADA Transition Plan that shall include, but not be limited to:
    - Methodology for evaluation of barriers and prioritization of barrier remediation
    - A summary of costs for remediation
    - Implementation schedule with prioritization
    - Prioritization recommendations for barrier removal
    - Procedures and forms for monitoring implementation
    - Procedures and forms for performing evaluations of additional barriers
    - Procedures and forms for filing Requests for Accommodation
    - Standard drawings for remediation methods

  The Transition Plan shall summarize, by facility, the necessary steps and cost required to meet compliance requirements. In addition, this plan shall prioritize, based upon the ratings completed, and list next steps for addressing items which are not in compliance.

TASK 6. PROJECT DATABASE, MAPPING, AND STANDARD PLANS

- The selected firm shall review City Standard Plans for ADA compliance and identify necessary revisions and recommended additions. The City is in the process of making minor revisions to its current Standard Plans, which can be accessed on the City website. Updated Standard Plans will be provided to selected the firm at a later date.
- The selected firm will provide a GIS-compatible data set based upon the facility survey/barrier assessment task. Data shall be provided in shapefiles and a format compatible for upload into City's geodatabase, and any other format as requested by staff to allow for future editing. The City will provide the selected firm with parcel data for City facilities, parks, and curb ramps, and other currently available GIS data that may be required to complete this task.

TASK 7. FUNDING OPPORTUNITIES

(Desired not required) The selected firm will work with City staff to identify funding sources and a recommended schedule of completion to achieve compliance. These two items shall be incorporated into the final updated Plan as recommendations.

Report Deliverable

The selected firm shall use the current Plan as a reference for completing this update. In addition to an updated Facilities Assessment summary table, which is included in the current report, the selected firm shall include an appendix listing individual findings. Findings shall be rated, as stated above, by impact, on a letter grade scale and include cost estimates.

The Plan narrative shall summarize, by facility, necessary steps and cost required to meet compliance requirements. In addition, this plan shall prioritize, based upon the ratings completed, next steps for addressing items which are not in compliance.

The final Plan shall be delivered bound and in print (four copies) as well as sent in both Microsoft Office and PDF format. The detailed facility assessment appendix portion, including cost estimates, shall be sent in Excel format. The Standard Plans recommendation report shall be sent as a separate document but referenced within the Update report under recommendations.

Timeline

The City desires that a contract be awarded on December 5, 2023, and that the chosen firm be ready to begin work immediately. Staff anticipates inspections to begin in December, community meetings to be held during the month of February, and the draft report due no later than the end of March. City staff will take two weeks to review the draft report and submit comments. The City reserves the right to complete a second round of reviews if it is deemed necessary. The final report will be due by the beginning of May, 2024, and will be presented to the Winters City Council. Staff may require that the selected Consultant send a representative to this meeting. If you are not able to meet the anticipated timeline, please submit a draft project schedule outlining a proposed timeline to complete all tasks.

RFP Proposal Requirements

Please prepare and organize your Proposal based on the requirements provided below. Any other information you would like to include should be placed in a separated section at the back of your Proposal. Please note, however, that the RFP Proposal is limited to 30 pages maximum single sided (excluding resumes), and should be submitted on 8 ½ x 11 paper, in 12-point font. Page limit excludes a table of contents, tabbed dividers, and resumes for Consultant's team.

Proposers shall submit four (4) original hardcopy proposals and one electronic copy to:

City of Winters Public Works Department
Attn: Eric Lucero, Director of Operations & Maintenance
318 First St
City of Winters, CA 95694
eric.lucero@cityofwinters.org
Office: (530) 795-4910 #115

Electronic copies shall be submitted by emailed PDF.

Schedule for RFP Process

October 16, 2023	Request for Proposals posted to City website.
October 30, 2023	Deadline to submit questions to City of Winters
November 3, 2023	Addendum posted, if required
November 22, 2023	Proposals are due no later than 2:00 PM on November 22, 2023 at the offices of the City of Winters, Public Works Department, 318 First St, Winters, CA 95694. Late submittals will not be accepted.
November 27th, week of	Interview firms (optional)
December 5, 2023	Consulting Services Agreement scheduled for approval by the Winters City Council.

All dates listed above are tentative, and subject to change.

Post-marked packages dated on the specified proposal due date will NOT be accepted. Any Proposal submitted after the stated deadline will not be accepted for consideration.

All changes and addendums will be posted to the City website: http://www.cityofwinters.org

(Dates listed above are tentative and subject to change)
Please remember to check the website for updates to this posting

RFP Submittal Checklist

1. Enclose a cover letter, before the table of contents and bound as the first page of this submittal. This cover letter shall not exceed one page, and shall describe the firm's interest and commitment to performing the work necessary to provide the City with an update to its ADA Transition Plan as specified in this RFP. The person authorized by the firm to negotiate a contract with the City of Winters shall sign the cover letter, and include the name and all contact information for the designated project manager. The letter signature shall be from the person who would be signatory to any potential contract with the City of Winters. Please include this cover letter within the submittal and not as a separate page.

2. Please use tabs to separate each required section, as listed below.

3. Please include a Table of Contents, listing the following sections:

4. State the qualifications and experience of the firm/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity. Please include examples of similar work for governmental agencies and/or working on ADA plan updates.

5. List key staff members, including identification of the Principal-in-Charge and Project Manager/primary point-of-contact. Include each team member's availability, including all existing committed hours, and the ability of being able to complete the project in time and budget. Please provide a contact phone number for the designated project manager.

6. Provide an approach to completing this project, showing the flow of various tasks of the work and demonstrating the clear understanding of the requested work.

7. Provide a proposed project schedule.

8. Present proposed project budget, to include a compensation rate schedule for services. Please provide a detail by task with estimated staff hours and employee rates for all those who may be involved in completing this project.

9. Provide confirmation of your firm's ability to meet the City's Standard Professional Services Agreement terms and provisions and insurance requirements. Exceptions to the Professional Services Agreement terms and provisions and insurance requirements shall be specifically noted in the Proposal. If there are no exceptions to the Professional Services Agreement terms and provisions or insurance requirements, please print a statement to that effect. The City reserves the right to reject proposals by firms that take exception to contract language and insurance requirements.

10. Provide at least three references (names and current phone numbers) from recent work (previous five years) similar to the services outlined in this request for proposals. Please include a brief description of the work performed and the role your firm performed.

11. Enclose one copy of a sample ADA Transition Plan already completed. The sample ADA Transition Plan should preferably be similar in size and scope to the plan envisioned for the City of Winters and preferably completed within the past five years.

Standard Professional Services Agreement:

It is anticipated that the services covered by the Professional Services Agreement resulting from this solicitation will be performed on a fixed fee with progress payments based upon a schedule of deliverables and percentage of tasks completed for a specified scope of work. The term of the agreement is anticipated to begin in December of 2023 and expire on June 30, 2024.

A sample of the City's Standard Professional Services Agreement (Agreement), including insurance requirements, is provided as Attachment A.

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the proposal. Exceptions will be taken into consideration in evaluating proposals. Otherwise, the interested firm shall state in the proposal that the Agreement and insurance requirements are acceptable.

Exceptions will not be considered if not included in the submitted proposal.

Conflict of Interest

Proposer agrees that, for the term of this contract, no member, officer or employee of the City of Winters, or of a public body within Yolo County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in this contract or any direct or material benefit arising therefrom.

Proposers must provide a list of any potential conflicts of interest in working for the City of Winters. This list must include, but is not limited to, a list of your firm's clients who are the following: Private clients located or operating within the City of Winters limits, Winters Fire District, and/or the County of Yolo, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities), that may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFP as well as current and future commitments to other projects.

Principals and those performing work for City of Winters may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at http://www.fppc.ca.gov/Form700.html.

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate proposals provided in response to this RFP. Informal interviews may be conducted by City staff and may include more than one firm that has submitted a Proposal.

Based on input from this review process, a recommendation will be made to the City Manager. The City Manager will make a recommendation to the City Council for award of contract services.

The City reserves the right to award a contract to the firm(s) that the City determines best meets the requirements of the RFP. The City reserves the right to reject any and all Proposals prior to execution of the Agreement, with no penalty to the City.

PROCEDURES AND EVALUATION OF PROPOSALS

A. Evaluation Criteria

An evaluation committee will review and evaluate technical proposals against the criteria listed below. Sufficient evidence should be provided in the technical proposal so that the evaluation committee can evaluate each of these criteria.

1. Understanding of the Americans with Disabilities Act of 1990 (ADA) and its codes and compliance requirements: Does the proposer have knowledge in and experience evaluating and developing program and facility accessibility plans for ADA code compliance? 20%*

2. Understanding of Government Facilities, to include numerous parks: Does the proposer have experience with evaluating, consulting for or constructing governmental facilities? 20%*

3. Staff: Do the qualifications of key personnel to be assigned to work on this Citywide project understand the unique character of newer formed cities as well as older cities such as the City of Winters? Do assigned personnel have requisite education, experience, and professional qualifications? 15%*

4. Specific Management Approach: How does the proposer intend to achieve the City's time goals for projects? How will the firm apply its management techniques and resources? Has the firm provided sufficient assurance that projects will be started and completed in a timely manner? 15%*

5. Experience: Has the proposer demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? 10%*

6. Organization: Are the qualifications of the firm's personnel suitable for the anticipated projects; and, does the firm's organizational structure show sufficient depth for its present workload? Is the level of staffing sufficient to produce quality work in a timely manner? 10%*

7. Services Offered: Does the firm offer the breadth and quality of services required for the project? 10%*

   * This represents the weight of each evaluation criteria.

Attachment A

Standard Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF WINTERS
AND [*INSERT NAME***]**

This Agreement is made and entered into as of _____, 20____ by and between the City of Winters, a California municipal corporation with its principal place of business at 318 First Street, Winters, CA 95694 ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a California municipal corporation and is in need of professional services for the following project:

Citywide ADA Self Evaluation and Transition Plan (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **[Spell out amount of compensation]** Dollars $**[Insert amount]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes

in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **[Insert** Term or Time of Performance**]**.

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). **[If the City has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. [City Risk Manager to Review] Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance

Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall

be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following title and insert "Reserved", if not applicable.]

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in **[Insert the name of the document that contains the City's standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Winters	[***INSERT NAME, ADDRESS & CONTACT PERSON***]
318 First Street	
Winters, CA 95694	
Attn: [***INSERT NAME & DEPARTMENT***]	

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement.

Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WINTERS AND [*INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF WINTERS

By: _____

City Manager

[INSERT NAME OF CONSULTANT]

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

EXHIBIT A

SCOPE OF WORK

TASK 1. Inventory and Analysis

- Identify and obtain all necessary documents and materials to conduct the audit process and survey. City shall provide the current ADA Transition Plan (2018) as well as a list of facilities, with addresses (see attachments B and C). In addition, public rights of way are located throughout the City, and total approximately 27 miles of centerline road miles, 52 miles of sidewalk, 510 curb ramps and four traffic signals.

- Review the City's grievance policies and procedures related to accessibility.

- The selected firm shall be responsible for obtaining all other documents required to complete the necessary steps below.

TASK 2. ADA Self-Evaluation

- Revise or develop procedures and forms needed to conduct a Self-Evaluation.

- Compile draft and final Self-Evaluation Report.

TASK 3: Facility Survey/Barrier Assessment

- Conduct inspections of all City facilities, parks and rights of way. All City parks are listed in Attachment C, facilities are listed in Attachment B and all streets are listed in Attachment D. Inspections shall result in a list of findings of non-compliance. Site inspections shall be completed under the direction of staff certified by the Certified Access Specialist Program (CASp).

- Facility Reports - Develop a report for each building site and park, identifying items that limit accessibility. The report shall include diagrams of each facility for use in the ADA transition plan.

- Public Right-of-Way: Survey the City's inventory of sidewalks, crosswalks, pathways and curb ramps in the public right-of-way for ADA compliance.

- Rate all barrier assessment findings by impact, on a graduated scale, assigning ratings based upon priority for remediation. Ratings shall be presented to City in both draft and final formats, in an Excel spreadsheet with a list of non-compliant features and steps needed to achieve compliance. This spreadsheet shall also include cost estimates for all necessary and/or recommended improvements.

- Reports shall be prepared under the direction of and certified by the CASp and shall be completed in accordance with the Construction-Related Accessibility Standards Compliance Act.

TASK 4: COMMUNITY AND PUBLIC PARTICIPATION AND OUTREACH

- The selected firm will lead an outreach program and will include any public outreach plan updates required by current laws. This will require coordination of a community meeting, including outreach to advocacy groups, to obtain as much participation as possible from members of the public.

- Program materials

- Project workshop

- Plan review workshop

TASK 5. COMPREHENSIVE TRANSITION PLAN UPDATE

- The selected firm shall prepare a comprehensive ADA Transition Plan that shall include, but not be limited to:

    - Methodology for evaluation of barriers and prioritization of barrier remediation

    - A summary of costs for remediation

    - Implementation schedule with prioritization

    - Prioritization recommendations for barrier removal

    - Procedures and forms for monitoring implementation

    - Procedures and forms for performing evaluations of additional barriers

    - Procedures and forms for filing Requests for Accommodation

    - Standard drawings for remediation methods

The Transition Plan shall summarize, by facility, the necessary steps and cost required to meet compliance requirements. In addition, this plan shall prioritize, based upon the ratings completed, and list next steps for addressing items which are not in compliance.

TASK 6. PROJECT DATABASE, MAPPING, AND STANDARD PLANS

- The selected firm shall review City Standard Plans for ADA compliance and identify necessary revisions and recommended additions. The City is in the process of making minor revisions to its current Standard Plans, which can be accessed on the City website. Updated Standard Plans will be provided to the selected firm at a later date.

- The selected firm will provide a GIS-compatible data set based upon the facility survey/barrier assessment task. Data shall be provided in shapefiles and a format compatible for upload into City's esri geodatabase, and any other format as requested by staff to allow for future editing. The City will provide the selected firm with parcel data for City facilities, parks, and curb ramps, and other currently available GIS data that may be required to complete this task.

TASK 7. FUNDING OPPORTUNITIES The selected firm will work with City staff to identify funding sources and a recommended schedule of completion to achieve compliance. These two items shall be incorporated into the final updated Plan as recommendations.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by consultant. This is a time-and-materials contract.

EXHIBIT C

Activity Schedule

Attachment B

FACILITIES

FACILITIES	EST. SQ FT	YEAR BUILT	REN DATE	AMENITIES
City Hall 318 First St	6,000 SF	1916	Partial Ren 2017	Reception area, offices, kitchen, restrooms, break room, conference room, council chambers
Corp Yard-Offices 19 East Baker St	4,200 SF	1954		Warehouse & Offices, restrooms,
Community Center 201 Railroad Ave	9,800 SF	1989		Reception area, restrooms, conference room, stage area, kitchen, office open event space
Winters Museum 13 Russell St	6,800 SF	1950	2015	Offices, restrooms, storage
Public Safety Facility 700-702 Main St	24,250 SF	2010		reception area, offices, kitchen, restrooms/lockers, mezzanine storage, evidence room, conference rooms, EOC room
New Planning/Building Office 318 A First St	2,678 SF		Partial Ren 2017	Conference room, restroom, breakroom, offices, storage

Attachment C

PARKS	ACREAGE	AMENITIES (RAMPS, ELEVATOR, ETC.	YEAR BUILT	Renovation
Blue Oak Park 400 East Main St	2.0	1 play area, 1 basketball court, two picnic areas	1994	2022 playground renovation
City Park 409 Main St	3.3	4 restrooms, concession stand, 1 play area, 1 little league field, 2 basketball courts, 1 futsal court, 3 picnic areas, scattered picnic tables and benches, five horseshoe pits	1960'S	2017 play area
Heartland Park 778 West Main St	.4	1 picnic area	2020	
Nature Park Creekside Way	3.3	1 paved pathway, benches and picnic tables	2016	
Paseo Park 25 Main St	.1	Not complete. Empty lot		
Rotary Park 8 East Main St	.99	1 gazebo, 2 restrooms, picnic tables and benches	1989	
Three Oaks Park 1100 Taylor St	6.8	2 play areas, 2 picnic areas, 2 shade structures, 1 futsal/basketball court, 2 dog parks, benches and picnic tables	2022	
Valley Oak Park 704 Valley Oak Dr	2.4	2 play areas, 4 fitness stations, 1 picnic area	1990	2022 playground renovation
Walnut Park 803 Dutton St	5.0	1 picnic area, 1 shade structure, 1 dog park, 1 community garden, 1 play field, 1 slide	2018	
Winters Ranch 935 Taylor St	.09	Picnic tables and benches	2018	

Attachment D

Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
ABBEY ST	FOURTH ST	HAVEN ST	582	36	20952	9/28/20	58
ABBEY ST	EMERY ST	MAIN ST	388	46	17848	9/28/20	64
ABBEY ST	MAIN ST	DRYCREEK LN	487	36	17532	9/28/20	76
ABBEY ST	RAILROAD ST	FIRST ST	469	36	16884	9/28/20	76
ABBEY ST	SECOND ST	THIRD ST	463	36	16668	9/28/20	76
ABBEY ST	FIRST ST	SECOND ST	454	36	16344	9/28/20	76
ABBEY ST	HAVEN ST	EMERY ST	559	36	20124	9/28/20	76
ABBEY ST	THIRD ST	FOURTH ST	468	36	16848	9/28/20	76
ABBEY ST	DRYCREEK LN	END	59	44	2596	9/28/20	76
ADAMS LN	TAYLOR ST	VALLEY OAK DR	1383	36	49788	9/28/20	100
ALMERIA AVE	ALMERIA PL	NIEMANN ST	238	36	8568	9/28/20	40
ALMERIA PL	MERMOD PL	MARTINEZ WAY	474	36	17064	9/28/20	40
ALMERIA PL	END	MERMOD PL	452	36	16272	9/28/20	40
ALMOND DR	WALNUT LN	ORCHARD LN	971	36	34956	9/28/20	100
ALMOND DR	ORCHARD LN	END	110	36	3960	9/28/20	100
ANDERSON AVE	APRICOT AVE	COTTAGE CIR	851	36	30636	9/28/20	94
ANDERSON AVE	HILL PL	APRICOT AVE	265	36	9540	9/28/20	94
ANDERSON AVE	HEMENWAY ST	HILL PL	276	36	9936	9/28/20	94
ANDERSON AVE	MERMOD PL	HEMENWAY ST	462	36	16632	9/28/20	94
ANDERSON AVE	RAILROAD ST	CARRION CIR	523	36	18828	9/28/20	94

ANDERSON AVE	W MAIN ST	COTTAGE CIR	170	34	5780	9/28/20	100
ANDERSON AVE	COTTAGE CIR	END	57	36	2052	9/28/20	100
Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
ANDERSON AVE	COTTAGE CIR	COTTAGE CIR	383	36	13788	9/28/20	100
ANDERSON AVE	CARRION CIR	MERMOD PL	279	36	10044	9/28/20	100
APRICOT AVE	GRANT AVE	LUIS PL	250	36	9000	9/28/20	58
APRICOT AVE	END	ANDERSON AVE	346	36	12456	9/28/20	58
APRICOT AVE	ANDERSON AVE	PEACH PL	274	36	9864	9/28/20	58
APRICOT AVE	LUIS PL	PLUM PL	252	36	9072	9/28/20	64
APRICOT AVE	PLUM PL	PEAR PL	238	36	8568	9/28/20	64
APRICOT AVE	PEAR PL	END	99	36	3564	9/28/20	64
APRICOT AVE	PEACH PL	ROSA AVE	269	36	9684	9/28/20	70
ASTER ST	LUPINE WAY	MAIN ST	416	44	18304	9/28/20	70
BAKER ST	FOURTH ST	END	430	36	15480	9/28/20	100
BAKER ST	THIRD ST	FOURTH ST	466	36	16776	9/28/20	100
BAKER ST	SECOND ST	THIRD ST	459	36	16524	9/28/20	100
BAKER ST	FIRST ST	SECOND ST	456	36	16416	9/28/20	100
BAKER ST	RAILROAD ST	FIRST ST	462	36	16632	9/28/20	100
BERRYESSA CT	VILLAGE CIR	END	231	36	8316	9/28/20	58
BETTY CT	RAILROAD ST	END	265	36	9540	9/28/20	100
BLUE OAK LN	MANZANITA WAY	E MAIN ST	282	36	10152	9/28/20	64
BLUE OAK LN	CREEKSIDE WAY	MANZANITA WAY	357	36	12852	9/28/20	70
BROADVIEW LN	WALNUT LN	MORGAN ST	832	36	29952	9/28/20	64
CARRION CIR	ANDERSON AVE	PRISCILLA CT	526	36	18936	9/28/20	100
CARRION CIR	PRISCILLA CT	RAILROAD ST	445	36	16020	9/28/20	100

CARRION CT	END	WALNUT LN	374	24	8976	9/28/20	58
CASSELL CT	E MAIN ST	END	180	36	6480	9/28/20	58
Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
CEMETERY DR	GRANT AVE	END	781	32	24992	9/28/20	64
CHAPMAN ST	WYATT LANE	W MAIN ST	410	31	12710	9/28/20	100
CHAPMAN ST	TAYLOR ST	WYATT LANE	250	31	7750	9/28/20	100
CODY ST	DRYCREEK LN	END	113	36	4068	9/28/20	64
CODY ST	MAIN ST	DRYCREEK LN	251	36	9036	9/28/20	76
COLBY LN	WALNUT LN	MORGAN ST	834	36	30024	9/28/20	58
COLUMBIA WAY	VALLEY OAK DR	SUFFOLK PL	585	36	21060	9/28/20	52
COTTAGE CIR	ANDERSON AVE	ANDERSON AVE	827	36	29772	9/28/20	70
COUNTY RD 88	COUNTY RD 32A	MOODY SLOUGH RD	2700	18	48600	9/28/20	100
COUNTY ROAD 89	END	RAILROAD ST	2637	32	84384	9/28/20	58
CREEKSIDE WAY	TOYON LN	MADRONE CT	347	36	12492	9/28/20	58
CREEKSIDE WAY	RED BUD LN	WILDROSE LN	392	36	14112	9/28/20	58
CREEKSIDE WAY	MADRONE CT	E MAIN ST	455	36	16380	9/28/20	70
CREEKSIDE WAY	TOYON LN	BLUE OAK LN	318	36	11448	9/28/20	70
CREEKSIDE WAY	BLUE OAK LN	MAPLE LN	291	36	10476	9/28/20	70
CREEKSIDE WAY	MAPLE LN	RED BUD LN	283	36	10188	9/28/20	70
CULTON ST	TAYLOR ST	GRAF WAY	500	31	15500	9/28/20	100
DEGENER ST	TAYLOR ST	GRAF WAY	500	42	21000	9/28/20	100
DORSET CT	VALLEY OAK DR	END	212	44	9328	9/28/20	40
DRYCREEK LN	ABBEY ST	CODY ST	707	36	25452	9/28/20	76
DUTTON ST	E GRANT AVE	END	1572	36	56592	9/28/20	52
E ABBEY ST	ELLIOT ST	EAST ST	498	36	17928	9/28/20	76

Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
E ABBEY ST	ABBEY ST	ELLIOT ST	358	44	15752	9/28/20	76
E BAKER ST	BAKER ST	EAST ST	875	44	38500	9/28/20	40
E BAKER ST	EAST ST	MORGAN ST	949	36	34164	9/28/20	40
E BAKER ST	E MAIN ST	RED BUD LN	212	36	7632	9/28/20	64
E BAKER ST	RED BUD LN	WILDROSE LN	290	36	10440	9/28/20	64
E BAKER ST	WILDROSE LN	END	123	36	4428	9/28/20	64
E BAKER ST	MORGAN ST	WHITE OAK LN	715	36	25740	9/28/20	70
E BAKER ST	WHITE OAK LN	E MAIN ST	422	36	15192	9/28/20	70
E EDWARDS ST	EDWARDS ST	EAST ST	867	36	31212	9/28/20	100
E MAIN ST	EAST ST	LAUREN CT	501	50	25050	9/28/20	46
E MAIN ST	LAUREN CT	CASSELL CT	124	50	6200	9/28/20	58
E MAIN ST	CASSELL CT	MORGAN ST	374	50	18700	9/28/20	58
E MAIN ST	CREEKSIDE WAY	TOYON LN	278	60	16680	9/28/20	58
E MAIN ST	E BAKER ST	E GRANT AVE	457	60	27420	9/28/20	58
E MAIN ST	ELLIOT ST	EAST ST	503	50	25150	9/28/20	64
E MAIN ST	MORGAN ST	CREEKSIDE WAY	203	50	10150	9/28/20	64
E MAIN ST	TOYON LN	BLUE OAK LN	254	60	15240	9/28/20	64
E MAIN ST	BLUE OAK LN	MAPLE LN	365	60	21900	9/28/20	64
E MAIN ST	MAPLE LN	E BAKER ST	266	60	15960	9/28/20	70
E MAIN ST	MAIN ST	ELLIOT ST	359	50	17950	9/28/20	100
EAST ST	E BAKER ST	E GRANT AVE	369	32	11808	9/28/20	40
EAST ST	E MAIN ST	E ABBEY ST	303	32	9696	9/28/20	100
EAST ST	E EDWARDS ST	E BAKER ST	295	32	9440	9/28/20	100
EAST ST	E ABBEY ST	E EDWARDS ST	323	32	10336	9/28/20	100

Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
EDWARDS ST	EMERY ST	MAIN ST	503	36	18108	9/28/20	100
EDWARDS ST	HAVEN ST	EMERY ST	566	36	20376	9/28/20	100
EDWARDS ST	FOURTH ST	HAVEN ST	581	36	20916	9/28/20	100
EDWARDS ST	THIRD ST	FOURTH ST	459	34	15606	9/28/20	100
EDWARDS ST	SECOND ST	THIRD ST	464	34	15776	9/28/20	100
EDWARDS ST	FIRST ST	SECOND ST	454	34	15436	9/28/20	100
EDWARDS ST	RAILROAD ST	FIRST ST	472	36	16992	9/28/20	100
EISENHOWER WAY	HOOVER ST	VALLEY OAK DR	622	36	22392	9/28/20	40
ELLIOT ST	END	E MAIN ST	273	36	9828	9/28/20	64
ELLIOT ST	E MAIN ST	E ABBEY ST	305	36	10980	9/28/20	64
EMERY ST	RUSSELL ST	MAIN ST	292	36	10512	9/28/20	58
EMERY ST	MAIN ST	ABBEY ST	324	16	5184	9/28/20	70
EMERY ST	ABBEY ST	EDWARDS ST	296	16	4736	9/28/20	70
FENLEY WAY	RICHIE WAY	FENLEY WAY	230	18	4140	9/28/20	100
FENLEY WAY	RICHIE WAY	RICHIE WAY	140	18	2520	9/28/20	100
FENLEY WAY	RICHIE WAY	NIEMANN ST	111	18	1998	9/28/20	100
FENLEY WAY	W MAIN ST	FENLEY WAY	408	18	7344	9/28/20	100
FICUS WAY	SNAPDRAGON DR	IVY LOOP	370	36	13320	9/28/20	70
FIRST ST	WOLFSKILL ST	RUSSELL ST	244	36	8784	9/28/20	40
FIRST ST	ABBEY ST	EDWARDS ST	312	36	11232	9/28/20	40
FIRST ST	RUSSELL ST	MAIN ST	343	36	12348	9/28/20	58
FIRST ST	EDWARDS ST	BAKER ST	289	36	10404	9/28/20	58
FIRST ST	BAKER ST	GRANT AVE	348	36	12528	9/28/20	58
FIRST ST	MAIN ST	ABBEY ST	310	36	11160	9/28/20	100

FOURTH ST	BAKER ST	GRANT AVE	343	36	12348	9/28/20	46
FOURTH ST	RUSSELL ST	MAIN ST	349	36	12564	9/28/20	58
Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
FOURTH ST	ABBEY ST	EDWARDS ST	305	36	10980	9/28/20	58
FOURTH ST	EDWARDS ST	BAKER ST	289	36	10404	9/28/20	58
FOURTH ST	MAIN ST	ABBEY ST	318	36	11448	9/28/20	70
FOXGLOVE CIR	IVY LOOP	LUPINE WAY	885	36	31860	9/28/20	58
GRAF WAY	CULTON ST	VASEY ST	240	31	7440	9/28/20	100
GRAF WAY	DEGENER ST	CULTON ST	268	31	8308	9/28/20	100
GRAF WAY	TAYLOR ST	DEGENER ST	775	31	24025	9/28/20	100
GRIFFIN WAY	MOODY SLOUGH RD	VILLAGE CIR	623	36	22428	9/28/20	58
HAMAKAWA LN	RAMOS ST	SCOTTY WY	455	31	14105	9/28/20	100
HAMPSHIRE CT	VALLEY OAK DR	END	363	36	13068	9/28/20	100
HAVEN ST	MAIN ST	ABBEY ST	321	36	11556	9/28/20	58
HAVEN ST	ABBEY ST	EDWARDS ST	300	36	10800	9/28/20	64
HEMENWAY ST	ROSA AVE	NIEMANN ST	794	36	28584	9/28/20	40
HEMENWAY ST	ANDERSON AVE	LENIS AVE	272	36	9792	9/28/20	58
HEMENWAY ST	LENIS AVE	ROSA AVE	270	36	9720	9/28/20	58
HEMENWAY ST	GRANT AVE	MERMOD RD	1155	36	41580	9/28/20	100
HEMENWAY ST	MERMOD RD	ANDERSON AVE	203	36	7308	9/28/20	100
HILL PL	END	ANDERSON AVE	226	36	8136	9/28/20	58
HILLVIEW LN	VILLAGE CIR	VILLAGE CIR	697	36	25092	9/28/20	58
HOOVER ST	EISENHOWER WAY	ROOSEVELT AVE	263	36	9468	9/28/20	40
HOOVER ST	KENNEDY DR	EISENHOWER WAY	253	36	9108	9/28/20	58
IRELAND ST	W MAIN ST	TAYLOR ST	655	31	20305	9/28/20	100

IVY CT	LUPINE WAY	END	344	36	12384	9/28/20	70
IVY LOOP	END	FICUS WAY	631	36	22716	9/28/20	58
Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
IVY LOOP	END	IVY CT	112	36	4032	9/28/20	70
IVY LOOP	FICUS WAY	FOXGLOVE CIR	110	36	3960	9/28/20	70
IVY LOOP	FOXGLOVE CIR	SNAPDRAGON DR	140	36	5040	9/28/20	70
IVY LOOP	SNAPDRAGON DR	LUPINE WAY	250	44	11000	9/28/20	70
IVY LOOP	LUPINE WAY	MAIN ST	274	44	12056	9/28/20	70
JACKSON ST	WASHINGTON ST	MC ARTHUR AVE	718	36	25848	9/28/20	70
JEFFERSON ST	WASHINGTON ST	MC ARTHUR AVE	599	36	21564	9/28/20	64
KENNEDY DR	HOOVER ST	VALLEY OAK DR	619	44	27236	9/28/20	64
KENNEDY DR	ROOSEVELT AVE	HOOVER ST	468	44	20592	9/28/20	64
KENNEDY DR	TAYLOR ST	ROOSEVELT AVE	332	44	14608	9/28/20	64
KENNEDY DR	TAYLOR ST	W MAIN ST	660	35	23100	9/28/20	100
LAUREN CT	E MAIN ST	END	293	36	10548	9/28/20	58
LENIS AVE	MERMOD PL	HEMENWAY ST	468	36	16848	9/28/20	58
LINCOLN ST	WASHINGTON ST	MC ARTHUR AVE	486	36	17496	9/28/20	58
LUIS PL	APRICOT AVE	END	327	36	11772	9/28/20	64
LUPINE WAY	IVY CT	ASTER ST	255	44	11220	9/28/20	70
LUPINE WAY	ASTER ST	FOXGLOVE CIR	631	36	22716	9/28/20	70
MADRONE CT	CREEKSIDE WAY	END	157	36	5652	9/28/20	70
MAIN ST	RAILROAD ST	FIRST ST	468	52	24336	9/28/20	52
MAIN ST	SECOND ST	THIRD ST	469	52	24388	9/28/20	70
MAIN ST	FIRST ST	SECOND ST	452	52	23504	9/28/20	70
MAIN ST	W GRANT AVE	ASTER ST	536	52	27872	9/28/20	70

Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
MAIN ST	ASTER ST	IVY LOOP	708	42	29736	9/28/20	70
MAIN ST	IVY LOOP	END	335	42	14070	9/28/20	70
MAIN ST	FOURTH ST	HAVEN ST	579	52	30108	9/28/20	76
MAIN ST	THIRD ST	FOURTH ST	465	52	24180	9/28/20	76
MAIN ST	ABBEY ST	EDWARDS ST	277	52	14404	9/28/20	82
MAIN ST	EMERY ST	ABBEY ST	478	52	24856	9/28/20	100
MAIN ST	HAVEN ST	EMERY ST	568	44	24992	9/28/20	100
MAIN ST	EDWARDS ST	CODY ST	382	52	19864	9/28/20	100
MAIN ST	CODY ST	GRANT AVE	393	52	20436	9/28/20	100
MAIN ST	IRELAND ST	POTTER ST	255	35	8925	9/28/20	100
MALAGA LN	END	MARTINEZ WAY	227	36	8172	9/28/20	40
MANZANITA WAY	BLUE OAK LN	MAPLE LN	278	36	10008	9/28/20	58
MANZANITA WAY	MAPLE LN	RED BUD LN	289	36	10404	9/28/20	70
MANZANITA WAY	RED BUD LN	WILDROSE LN	283	36	10188	9/28/20	70
MAPLE LN	CREEKSIDE WAY	MANZANITA WAY	356	36	12816	9/28/20	70
MAPLE LN	MANZANITA WAY	E MAIN ST	553	36	19908	9/28/20	70
MARTINEZ WAY	MALAGA LN	ALMERIA PL	814	36	29304	9/28/20	40
MARTINEZ WAY	RAILROAD ST	MALAGA LN	180	35	6300	9/28/20	40
MATSUMOTO LN	END	E GRANT AVE	1214	32	38848	9/28/20	70
MC ARTHUR AVE	JACKSON ST	VALLEY OAK DR	433	36	15588	9/28/20	58
MC ARTHUR AVE	JEFFERSON ST	JACKSON ST	266	36	9576	9/28/20	70
MC ARTHUR AVE	LINCOLN ST	JEFFERSON ST	277	36	9972	9/28/20	70
MC ARTHUR AVE	TAYLOR ST	LINCOLN ST	272	36	9792	9/28/20	100
MERMOD PL	ROSA AVE	ALMERIA PL	283	36	10188	9/28/20	58

Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
MERMOD PL	ANDERSON AVE	LENIS AVE	266	36	9576	9/28/20	64
MERMOD PL	MERMOD RD	ANDERSON AVE	209	36	7524	9/28/20	70
MERMOD PL	LENIS AVE	ROSA AVE	272	36	9792	9/28/20	70
MERMOD RD	MERMOD PL	HEMENWAY ST	462	36	16632	9/28/20	58
MERMOD RD	END	MERMOD PL	106	36	3816	9/28/20	70
MODDY SLOUGH RD	TAYLOR ST	WYATT LANE	365	30	10950	9/28/20	100
MOODY SLOUGH RD	EAST END	410 MOODY SLOUGH	475	22	10450	9/28/20	40
MOODY SLOUGH RD	410 MOODY SLOUGH RD	GRIFFIN WY	820	20	16400	9/28/20	40
MOODY SLOUGH RD	GRIFFIN WAY	NIEMANN ST	268	32	8576	9/28/20	58
MOODY SLOUGH RD	END	GRIFFIN WAY	369	32	11808	9/28/20	64
MOODY SLOUGH RD	WYATT LANE	W MAIN ST	290	30	8700	9/28/20	100
MOODY SLOUGH RD	410 MOODY SLOUGH RD	W MAIN ST	1070	28	29960	9/28/20	100
MOODY SLOUGH RD	NIEMANN ST	GRIFFIN WY	245	28	6860	9/28/20	100
MOODY SLOUGH RD	COUNTY RD 88	SCOTTY WY	760	35	26600	9/28/20	100
MOODY SOUGH RD	410 MOODY	WEST MAIN ST	1070	28	29960	9/28/20	100
MOODY SOUGH RD	WEST MAIN ST	WYATT ST	290	28	8120	9/28/20	100
MOODY SOUGH RD	WYATT ST	TAYLOR ST	260	28	7280	9/28/20	100
MOODY SOUGH RD	TAYLOR ST	RD 88	1050	34	35700	9/28/20	100
MORGAN ST	COLBY LN	BROADVIEW LN	259	24	6216	9/28/20	70
MORGAN ST	E MAIN ST	WHITE OAK LN	319	36	11484	9/28/20	100
MORGAN ST	WHITE OAK LN	E BAKER ST	251	36	9036	9/28/20	100
MORGAN ST	E BAKER ST	E GRANT AVE	361	36	12996	9/28/20	100
NIEMANN ST	VILLAGE CIR	MOODY SLOUGH RD	613	36	22068	9/28/20	46
NIEMANN ST	VILLAGE CIR	END	698	44	30712	9/28/20	58

NIEMANN ST	MOODY SLOUGH RD	VILLAGE CIR W.	361	44	15884	9/28/20	58
NIEMANN ST	HEMENWAY ST	VILLAGE CIR E.	254	36	9144	9/28/20	58
Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
NIEMANN ST	ALMERIA AVE	HEMENWAY ST	281	36	10116	9/28/20	58
NIEMANN ST	RAILROAD ST	ALMERIA AVE	986	36	35496	9/28/20	58
NIEMANN ST	W MAIN ST	SHIRLEY ROMINGER	385	35	13475	9/28/20	100
NIEMANN ST	WYATT LANE	W MAIN ST	340	35	11900	9/28/20	100
NIEMANN ST	TAYLOR ST	WYATT LANE	265	35	9275	9/28/20	100
NIEMANN ST	TAYLOR ST	SCOTTY WY	370	35	12950	9/28/20	100
NIEMANN ST	SCOTTY WY	RAMOS	515	35	18025	9/28/20	100
NIEMANN ST	VALLEY OAK DR	RAMOS	232	35	8120	9/28/20	100
ORCHARD LN	END	ALMOND DR	490	36	17640	9/28/20	100
PEACH PL	END	APRICOT AVE	274	36	9864	9/28/20	76
PEAR PL	APRICOT AVE	END	201	36	7236	9/28/20	58
PG&E Wy	East Grant	End	600	45	27000	9/28/20	100
PLUM PL	APRICOT AVE	END	354	36	12744	9/28/20	58
POTTER ST	TAYLOR ST	W MAIN ST	631	31	19561	9/28/20	100
PRISCILLA CT	CARRION CIR	END	124	36	4464	9/28/20	100
QUAIL CT	VALLEY OAK DR	END	243	36	8748	9/28/20	40
RAILROAD ST	NIEMANN ST	COUNTY ROAD 89	659	32	21088	9/28/20	52
RAILROAD ST	GRANT AVE	ANDERSON AVE	827	36	29772	9/28/20	58
RAILROAD ST	BAKER ST	GRANT AVE	352	44	15488	9/28/20	100
RAILROAD ST	ABBEY ST	EDWARDS ST	313	36	11268	9/28/20	100
RAILROAD ST	RUSSELL ST	MAIN ST	340	36	12240	9/28/20	100
RAILROAD ST	EDWARDS ST	BAKER ST	292	36	10512	9/28/20	100

RAILROAD ST	MAIN ST	ABBEY ST	311	36	11196	9/28/20	100
RAILROAD ST	END	WOLFSKILL ST	288	32	9216	9/28/20	100
Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
RAILROAD ST	WOLFSKILL ST	RUSSELL ST	109	36	3924	9/28/20	100
RAILROAD ST	ANDERSON AVE	BETTY CT	276	36	9936	9/28/20	100
RAILROAD ST	BETTY CT	CARRION CIR	296	36	10656	9/28/20	100
RAILROAD ST	CARRION CIR	MARTINEZ WAY	517	36	18612	9/28/20	100
RAILROAD ST	MARTINEZ WAY	NIEMANN ST	242	36	8712	9/28/20	100
RAMOS ST	HAMAKAWA ST	NIEMANN ST	250	31	7750	9/28/20	100
RAMOS ST	ROJO	HAMAKAWA ST	250	31	7750	9/28/20	100
RD 88	MOODY SLOUGH RD	CR 32A	2650	16	42400	9/28/20	100
RED BUD LN	MANZANITA WAY	E BAKER ST	577	36	20772	9/28/20	58
RED BUD LN	CREEKSIDE WAY	MANZANITA WAY	362	36	13032	9/28/20	70
RICHIE WAY	RICHIE WAY	FENLEY WAY	277	18	4986	9/28/20	100
RICHIE WAY	RICHIE WAY	RICHIE WAY	124	18	2232	9/28/20	100
RICHIE WAY	RICHIE WAY	FENLEY WAY	279	18	5022	9/28/20	100
RIVERVIEW CT	END	RUSSELL ST	485	40	19400	9/28/20	100
ROJO ST	RAMOS ST	SCOTTY WY	480	31	14880	9/28/20	100
ROJO ST	RAMOS ST	VALLEY OAK DR	240	31	7440	9/28/20	100
ROOSEVELT AVE	HOOVER ST	VALLEY OAK DR	623	36	22428	9/28/20	40
ROOSEVELT AVE	TAFT CT	HOOVER ST	713	36	25668	9/28/20	64
ROOSEVELT AVE	KENNEDY DR	TAFT CT	272	36	9792	9/28/20	70
ROSA AVE	HEMENWAY ST	APRICOT AVE	539	36	19404	9/28/20	58
ROSA AVE	MERMOD PL	HEMENWAY ST	471	36	16956	9/28/20	64
RUSSELL ST	FOURTH ST	RIVERVIEW CT	231	40	9240	9/28/20	46

RUSSELL ST	LIWAI VILLAGE CT	EMERY ST	755	40	30200	9/28/20	58
RUSSELL ST	RIVERVIEW CT	LIWAI VILLAGE CT	187	40	7480	9/28/20	58
Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
RUSSELL ST	WESTWOOD CT	FOURTH ST	118	40	4720	9/28/20	58
RUSSELL ST	THIRD ST	WESTWOOD CT	343	40	13720	9/28/20	58
RUSSELL ST	SECOND ST	THIRD ST	456	40	18240	9/28/20	58
RUSSELL ST	EMERY ST	END	306	40	12240	9/28/20	70
RUSSELL ST	FIRST ST	SECOND ST	460	40	18400	9/28/20	100
RUSSELL ST	RAILROAD ST	FIRST ST	467	40	18680	9/28/20	100
SCOTTY WY	MOODY SLOUGH	NIEMANN ST	755	31	23405	9/28/20	100
SECOND ST	MAIN ST	ABBEY ST	311	36	11196	9/28/20	40
SECOND ST	ABBEY ST	EDWARDS ST	311	36	11196	9/28/20	40
SECOND ST	RUSSELL ST	MAIN ST	345	36	12420	9/28/20	64
SECOND ST	WOLFSKILL ST	RUSSELL ST	380	36	13680	9/28/20	76
SECOND ST	EDWARDS ST	BAKER ST	286	36	10296	9/28/20	76
SECOND ST	BAKER ST	GRANT AVE	349	36	12564	9/28/20	76
SNAPDRAGON DR	FICUS WAY	IVY LOOP	730	36	26280	9/28/20	58
SNAPDRAGON DR	END	FICUS WAY	127	36	4572	9/28/20	58
SOUTHDOWN CT	SUFFOLK PL	END	328	36	11808	9/28/20	58
SUFFOLK CT	SUFFOLK PL	END	225	36	8100	9/28/20	52
SUFFOLK PL	SOUTHDOWN CT	COLUMBIA WAY	757	36	27252	9/28/20	52
SUFFOLK PL	VALLEY OAK DR	SOUTHDOWN CT	261	36	9396	9/28/20	58
TAFT CT	ROOSEVELT AVE	END	210	36	7560	9/28/20	70
TAYLOR ST	W GRANT AVE	WASHINGTON ST	376	36	13536	9/28/20	52
TAYLOR ST	WASHINGTON ST	MC ARTHUR AVE	394	36	14184	9/28/20	58

Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
TAYLOR ST	MC ARTHUR AVE	ADAMS LN	272	36	9792	9/28/20	58
TAYLOR ST	ADAMS LN	KENNEDY DR	271	36	9756	9/28/20	70
TAYLOR ST	KENNEDY DR	POTTER ST	258	31	7998	9/28/20	100
TAYLOR ST	VASEY ST	IRELAND ST	252	31	7812	9/28/20	100
TAYLOR ST	IRELAND ST	POTTER ST	254	31	7874	9/28/20	100
TAYLOR ST	CULTON ST	VASEY ST	245	35	8575	9/28/20	100
TAYLOR ST	CULTON ST	DEGENER ST	266	35	9310	9/28/20	100
TAYLOR ST	GRAF WAY	DEGENER ST	265	35	9275	9/28/20	100
TAYLOR ST	CHAPMAN ST	GRAF WAY	260	35	9100	9/28/20	100
TAYLOR ST	NIEMANN ST	CHAPMAN ST	620	35	21700	9/28/20	100
TAYLOR ST	MOODY SLOUGH RD	NIEMANN ST	750	35	26250	9/28/20	100
THIRD ST	END	RUSSELL ST	542	36	19512	9/28/20	76
THIRD ST	RUSSELL ST	MAIN ST	344	36	12384	9/28/20	100
THIRD ST	MAIN ST	ABBEY ST	308	36	11088	9/28/20	100
THIRD ST	ABBEY ST	EDWARDS ST	308	36	11088	9/28/20	100
THIRD ST	EDWARDS ST	BAKER ST	290	36	10440	9/28/20	100
THIRD ST	BAKER ST	GRANT AVE	345	36	12420	9/28/20	100
TOYON LN	E MAIN ST	WHITE OAK LN	295	36	10620	9/28/20	64
TOYON LN	CREEKSIDE WAY	E MAIN ST	559	36	20124	9/28/20	70
VALLEY OAK DR	HWY 128	WASHINGTON ST	377	48	18096	9/28/20	58
VALLEY OAK DR	WASHINGTON ST	QUAIL CT	227	48	10896	9/28/20	58
VALLEY OAK DR	HAMPSHIRE CT	COLUMBIA WAY	268	24	6432	9/28/20	58
VALLEY OAK DR	KENNEDY DR	EISENHOWER WAY	263	24	6312	9/28/20	58
VALLEY OAK DR	COLUMBIA WAY	KENNEDY DR	168	24	4032	9/28/20	64

Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
VALLEY OAK DR	DORSET CT	ROOSEVELT AVE	255	24	6120	9/28/20	64
VALLEY OAK DR	ROOSEVELT AVE	END	101	24	2424	9/28/20	70
VALLEY OAK DR	QUAIL CT	MC ARTHUR AVE	566	24	13584	9/28/20	100
VALLEY OAK DR	SUFFOLK PL	ADAMS LN	226	24	5424	9/28/20	100
VASEY ST	TAYLOR ST	TAYLOR ST	215	35	7525	9/28/20	100
VASEY ST	TAYLOR ST	GRAF WAY	362	35	12670	9/28/20	100
VASEY ST	GRAF WAY	W MAIN ST	396	35	13860	9/28/20	100
VILLAGE CIR	BERRYESSA CT	GRIFFIN WAY	758	36	27288	9/28/20	58
VILLAGE CIR	HILLVIEW LN	BERRYESSA CT	257	36	9252	9/28/20	58
VILLAGE CIR	HILLVIEW LN	HILLVIEW LN	704	36	25344	9/28/20	58
VILLAGE CIR	HILLVIEW LN	NIEMANN ST	256	36	9216	9/28/20	58
W MAIN ST	VASEY ST	IRELAND ST	278	35	9730	9/28/20	100
W MAIN ST	VASEY ST	ANDERSON AVE	526	35	18410	9/28/20	100
W MAIN ST	FENLEY WAY	MOODY SLOUGH RD	150	35	5250	9/28/20	100
W MAIN ST	NIEMANN ST	FENLEY WAY	546	35	19110	9/28/20	100
W MAIN ST	NIEMANN ST	CHAPMAN ST	610	35	21350	9/28/20	100
W MAIN ST	CHAPMAN ST	ANDERSON AVE	775	35	27125	9/28/20	100
W MAIN ST	CHAPMAN ST	NIEMANN ST	610	35	21350	9/28/20	100
WALNUT LN	E GRANT AVE	COLBY LN	894	36	32184	9/28/20	46
WALNUT LN	COLBY LN	BROADVIEW LN	256	36	9216	9/28/20	58
WALNUT LN	BROADVIEW LN	ALMOND DR	266	36	9576	9/28/20	64
WALNUT LN	ALMOND DR	CARRION CT	117	36	4212	9/28/20	70
WALNUT LN	CARRION CT	END	368	36	13248	9/28/20	70
WASHINGTON ST	JEFFERSON ST	JACKSON ST	274	36	9864	9/28/20	58

WASHINGTON ST	LINCOLN ST	JEFFERSON ST	254	36	9144	9/28/20	58
WASHINGTON ST	TAYLOR ST	LINCOLN ST	254	36	9144	9/28/20	58
Road Name	From Address	To Address	Length (ft)	Width (ft)	Area (sqft)	PCI DATE	PCI
WASHINGTON ST	JACKSON ST	END	262	36	9432	9/28/20	70
WESTWOOD CT	END	RUSSELL ST	438	36	15768	9/28/20	100
WHITE OAK LN	MORGAN ST	TOYON LN	462	36	16632	9/28/20	70
WHITE OAK LN	TOYON LN	E BAKER ST	452	36	16272	9/28/20	70
WILDROSE LN	CREEKSIDE WAY	MANZANITA WAY	360	36	12960	9/28/20	58
WILDROSE LN	MANZANITA WAY	E BAKER ST	544	36	19584	9/28/20	58
WOLFSKILL ST	FIRST ST	SECOND ST	477	36	17172	9/28/20	100
WOLFSKILL ST	RAILROAD ST	FIRST ST	477	36	17172	9/28/20	100
WYATT LANE	NIEMANN ST	CHAPMAN ST	690	31	21390	9/28/20	100
WYATT LANE	MOODY SLOUGH RD	NIEMANN ST	750	31	23250	9/28/20	100

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: December 5, 2023

THROUGH: Jeremy Craig, City Manager

FROM: John P. Miller, Chief of Police

SUBJECT: Resolution No. 2023-95 Authorizing the Purchase of Nine Dell Latitude 5430 Rugged Laptop Vehicle Mobile Data Computers from Dell Technologies in the Amount of $37,122.45 for the Winters Police Department

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RECOMMENDATION:
Adopt Resolution No. 2023-95 authorizing the purchase of nine Dell Latitude 5430 Rugged laptop vehicle Mobile Data Computers from Dell Technologies in the Amount of $37,122.45 for the Winters Police Department.

BACKGROUND:
Like many law enforcement agencies, the Winters Police Department utilizes ruggedized laptops in their vehicles for Mobile Data Computer (MDC) needs. These are critical pieces of equipment in modern law enforcement and uses include Computer Aided Dispatch (CAD), Records Management Systems (RMS), and access to the California Law Enforcement Telecommunications Systems (CLETS) to run vehicle licenses, driver's license, and warrant checks, among a myriad of other uses. Additionally, these laptops are issued for select positions, such as the Chief of Police and Detective, to serve as their primary computer and to facilitate their work in the office, field, or from home, if needed.

The current ruggedized laptops are scheduled to be replaced having exceeded five years of service and having exceeded their warranty, making their technology old, the platforms more prone to mechanical failure, and cost prohibitive to fix if they fail. The estimated cost of $35,100.00 was included in the Winters Police Department's adopted FY 2023/24 budget.

DISCUSSION:
During budget preparation, our contracted IT consultant, Switzer Enterprises, provided an estimated cost to replace our nine ruggedized laptops/MDC's at approximately $35,100.00. Switzer Enterprises obtained a quote from Dell Technologies for this project on November 15, 2023, totaling $37,122.45. Dell Technologies is a participant in the National Cooperative Purchasing Alliance (NCPA). The NCPA is a leading national government purchasing cooperative that works to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states and this quote conforms to the NCPA standards.

The initial estimate of $35,100.00 was included in the Winters Police Department's adopted budget to be drawn from the COPS Fund. The remaining balance of $2,022.45 will be drawn from the Winters Police Department's Traffic Safety Fund.

The laptops that are being replaced will continue to be used by the Winters Police Department in ancillary functions, such as by Staff attending training, with the conference room A/V system, etc. until they are no longer serviceable. These will be replacing other laptops that are well over 10 years old and barely functioning, if at all.

FISCAL IMPACT:
Of the $37,122.45, $35,100 will be drawn from the COPS Fund. The remaining $2,022.45 will be drawn from the Winters Police Department's Traffic Safety Fund.

ATTACHMENTS:
1. Resolution 2023-95
2. Dell Technologies Quote #3000168731987.3

RESOLUTION 2023-95

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE PURCHASE OF NINE DELL 5430 RUGGED LAPTOP VEHICLE MOBIL DATA COMPUTERS FROM DELL TECHNOLOGIES IN THE AMOUNT OF $37,122.45 FOR THE WINTERS POLICE DEPARTMENT

WHEREAS, the Winters Police Department utilizes ruggedized laptops in their vehicles for Mobile Data Computer (MDC) needs. These are critical pieces of equipment in modern law enforcement and uses include Computer Aided Dispatch (CAD), Records Management Systems (RMS), and access to the California Law Enforcement Telecommunications Systems (CLETS) to run vehicle licenses, driver's license, and warrant checks, among a myriad of other uses; and

WHEREAS, the current ruggedized laptops are scheduled to be replaced having exceeded five years of service and having exceeded their warranty, making their technology old, the platforms more prone to mechanical failure, and cost prohibitive to fix if they fail; and

WHEREAS, the estimated cost to replace the purchase new laptops during FY 2023/24 budget preparation was approximately $35,100.00 and was included in the Winters Police Department's adopted FY 2023/24 budget; and

WHEREAS, a quote from Dell Technologies for nine Dell Latitude 5430 Rugged laptops was received on November 15, 2023, totaling $37,122.45; and

WHEREAS, Dell Technologies is a participant in the National Cooperative Purchasing Alliance (NCPA). The NCPA is a leading national government purchasing cooperative that works to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states and this quote conforms to the NCPA standards; and

WHEREAS, the laptops will be purchased using the $35,100.00 that was included in the Winters Police Department's adopted budget to be drawn from the COPS Fund. The remaining balance of $2,022.45 will be drawn from the Winters Police Department's Traffic Safety Fund.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Winters does hereby approve the purchase of nine Dell Latitude 5430 Rugged laptop vehicle Mobile Data Computers from Dell Technologies in the amount of $37,122.45 for the Winters Police Department and authorizes the City Manager to execute all documents necessary to complete the transaction.

PASSED AND ADOPTED by the City Council, City of Winters, this 5th day of December 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Bill Biasi, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000168731987.3**	Sales Rep	Eric Perez
Total	**$37,122.45**	Phone	(800) 456-3355, 6178113
Customer #	29406455	Email	Eric.Perez@Dell.com
Quoted On	Nov. 15, 2023	**Billing To**	ACCOUNT PAYABLE CITY OF WINTERS 318 1ST ST WINTERS, CA 95694-1923
Expires by	Nov. 22, 2023		
Contract Name	OMNIA-National Cooperative Purchasing Alliance (NCPA)		
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		

Message from your Sales Rep

If you have any questions or when you're ready to place an order contact Eric.perez@dell.com. Thank you for shopping with Dell!

Regards,
Eric Perez

Shipping Group

Shipping To

LOWELL SWITZER
CITY OF WINTERS
702 MAIN ST
WINTERS, CA 95694-1689
(707) 451-1600

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	**$3,300.21**	**9**	**$29,701.89**
Havis DS-DELL-426 - Docking station - GigE	**$585.60**	**9**	**$5,270.40**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$34,972.29**
Shipping:	**$0.00**
Environmental Fee:	**$36.00**
Non-Taxable Amount:	**$5,847.66**
Taxable Amount:	**$29,160.63**
Estimated Tax:	**$2,114.16**
Total:	**$37,122.45**

Monitor, detect and respond to threats 24/7

Dell Managed Detection and Response



Shipping Group Details

Shipping To

LOWELL SWITZER
CITY OF WINTERS
702 MAIN ST
WINTERS, CA 95694-1689
(707) 451-1600

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	**$3,300.21**	**9**	**$29,701.89**

Estimated delivery if purchased today:
Dec. 07, 2023
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	9	-
Intel Core Processor i7-1185G7, (QC, 3.0 to 4.3 GHz, 28W, vPro)	379-BERR	-	9	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	9	-
No Microsoft Office License Included	658-BCSB	-	9	-
Crowdstrike Endpoint Prot Ent,Prevent Insight,EDR XDR,Device Ctrl,ThreatGraph,Essential Support 1yr	634-CCLH	-	9	-
Intel® Core™ vPro i7-1185G7 with Iris Xe Graphics	338-CCRL	-	9	-
Intel vPro Technology Advanced Management Features	631-ADEE	-	9	-
32GB, 2x16GB, 3200 MHz DDR4 Non-ECC	370-AGTG	-	9	-
512GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMRW	-	9	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	391-BGGI	-	9	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	9	-
Intel AX210 WLAN Driver	555-BHCC	-	9	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	9	-
Hot surface warning label	389-ECGC	-	9	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	9	-
65W Type-C EPEAT Adapter	492-BCXP	-	9	-
No Fingerprint, no Smartcard reader	346-BHQK	-	9	-
E4 Power Cord 1M for US	537-BBBL	-	9	-
Setup and Features Guide	340-CXCE	-	9	-
Dummy Airbay Cover	325-BEIV	-	9	-
ENERGY STAR Qualified	387-BBPC	-	9	-
Custom Configuration	817-BBBB	-	9	-
Dell Applications for Windows 11	658-BFIP	-	9	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	9	-
11th Gen Intel Core i7 vPro label	340-CTSW	-	9	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	9	-
Microphone +RGB HD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHV	-	9	-
No Option Included	340-ACQQ	-	9	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Additional USB-A rear port	590-TFHR	-	9	-
Additional TBT/Type-C port	325-BEJZ	-	9	-
Rigid handle	750-ADPK	-	9	-
ProSupport Plus: Next Business Day Onsite, 24 Months Extended	808-6793	-	9	-
ProSupport Plus: Next Business Day Onsite, 39 Months	808-6794	-	9	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	9	-
ProSupport Plus: Accidental Damage Service, 63 Months	808-6828	-	9	-
ProSupport Plus: Keep Your Hard Drive, 63 Months	808-6829	-	9	-
ProSupport Plus: 7X24 Technical Support, 63 Months	808-6846	-	9	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	9	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	9	-

	Unit Price	Quantity	Subtotal
Havis DS-DELL-426 - Docking station - GigE	**$585.60**	**9**	**$5,270.40**

Estimated delivery if purchased today:
Jan. 01, 2024
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Havis DS-DELL-426 - Docking station - GigE	AB904853	-	9	-

Subtotal:	**$34,972.29**
Shipping:	**$0.00**
Environmental Fee:	**$36.00**
Estimated Tax:	**$2,114.16**
Total:	**$37,122.45**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:December 5, 2023

THROUGH: Jeremy Craig, City Manager

FROM: John P. Miller, Chief of Police

SUBJECT: Resolution No. 2023-96 Authorizing the Purchase of Necessary Equipment and Upfitting of a 2023 Ford Interceptor SUV patrol vehicle by Lehr in the Amount of $27,689.58 for the Winters Police Department

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RECOMMENDATION:
Adopt Resolution No. 2023-96 authorizing the purchase of necessary equipment and upfitting of a 2023 Ford Interceptor SUV patrol vehicle by Lehr in the amount of $27,689.58 for the Winters Police Department.

BACKGROUND:
On November 7, 2023, the City of Council of the City of Winters approved the purchase of a 2023 Ford Interceptor SUV patrol vehicle for use by the Winters Police Department. Due to the limited time period to act to purchase the vehicle, only the initial purchase of the vehicle was addressed. This vehicle was an addition to the Winters Police Department fleet and critical to continue public safety functions to our growing community. The Development Impact Fees (AB 1600) fund reserved for the Winters Police Department was identified as a funding source.

DISCUSSION:
On November 13, 2023, Staff received a quote from Lehr, the City's emergency vehicle upfitter, to purchase the necessary equipment and to upfit the vehicle, totaling $27,689.58.

Funding will also be drawn from the Development Impact Fees fund (AB 1600) reserved for the Winters Police Department.

FISCAL IMPACT:
Funding totaling $27,689.58 will be drawn from the Development Impact Fees fund (AB 1600) reserved for the Winters Police Department.

ATTACHMENTS:

1. Resolution 2023-96
2. Lehr Quote #43974

RESOLUTION 2023-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE PURCHASE OF NECESSARY EQUIPMENT AND UPFITTING OF A 2023 FORD INTERCEPTOR SUV PATROL VEHICLE BY LEHR IN THE AMOUNT OF $27,689.58 FOR THE WINTERS POLICE DEPARTMENT

WHEREAS, on November 7, 2023, the City Council of the City of Winters approved the purchase of a 2023 Ford Interceptor SUV patrol vehicle for use by the Winters Police Department. Due to the limited time period to act to purchase the vehicle, only the initial purchase of the vehicle was addressed; and

WHEREAS, this vehicle was an addition to the Winters Police Department fleet and critical to continue public safety functions to our growing community. The Development Impact Fees (AB 1600) fund reserved for the Winters Police Department was identified as a funding source; and

WHEREAS, on November 13, 2023, Staff received a quote from Lehr, the City's emergency vehicle upfitter, to purchase the necessary equipment and to upfit the vehicle, totaling $27,689.58; and

WHEREAS, the funding totaling $27,689.58 will also be drawn from the Development Impact Fees fund (AB 1600) reserved for the Winters Police Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Winters hereby authorizes the purchase of necessary equipment and upfitting of a 2023 Ford Interceptor SUV by Lehr totaling $27,689.58 and authorizes the City Manager to execute all documents necessary to complete the transaction.

PASSED AND ADOPTED this 5th day of December 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

CITY OF WINTERS

_____
Bill Biasi, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

Sales Quote

631 North Market Blvd, Suite N Sacramento, CA 95834
Phone: 916-407-1888 Fax: 916-646-6656

Quote Number: 43974
Document Date: 11/13/2023
Terms: Net 30
Payment Method:

Sell To: Winters Police Department
John P. Miller
702 Main Street
Winters, CA 95694
Phone: (530) 795-2261

Ship To: Winters Police Department
John P. Miller
702 Main Street
Winters, CA 95694
Phone:

Ship Via
Tax Ident. Type Legal Entity

Customer ID 70138
SalesPerson Steve Adair

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
	2023 Ford Utility Patrol				
	_____				
	Front End Equipment				
SA315P	Whelen Siren Speaker 100W PROMO	Whelen	1	199.99	199.99
SAK66D	Whelen Speaker Bracket-D/S Utility 2020+	Whelen	1	34.30	34.30
BK2019ITU20	Setina PB450L4 Lighted Push Bumper ION Trio R/B/W 20-23 Utility	Setina	1	895.20	895.20
EX0011	Patrol Power Harness Front Mt. Utility 2020+ (03-0211)	Patrol Power	1	725.60	725.60
VTX609R	Whelen Vertex Super-LED Omni Directional Lighthead Red PROMO drivers headlight bucket OEM location	Whelen	1	84.99	84.99
VTX609B	Whelen Vertex Super-LED Omni Directional Lighthead Blue PROMO OEM Wag Wags	Whelen	1	84.99	84.99
I	Installation Charges	Labor Items	10	125.00	1,250.00
	_____				
	Side Equipment				
P46FLC	Whelen, PAR-46 Series Super-LED Replacment Lamps, 12V - Clear PROMO passenger side	Whelen	1	154.99	154.99
P46SC	WHELEN 12VDC REPLACEMENT 2DEG SPOTLIGHT PROMO drivers side	Whelen	1	154.99	154.99
MBFX20	Whelen ION Mirror-Beam Housing- Pair Utility 20+	Whelen	1	329.00	329.00
MBIONR	Whelen, Ion Red N/C w/ Purchase Of Housing	Whelen	1		
MBIONB	Whelen, Ion Blue N/C w/ Purchase Of Housing	Whelen	1		

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SalesPerson Steve Adair

Vehicle Information:

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Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
	red = drivers, blue = passengers				
I	Installation Charges	Labor Items	4	125.00	500.00
	_____				
	Roof Equipment				
BB2DEDE-LEHR	Whelen, 54" Liberty II Duo WCX	Whelen	1	2,199.00	2,199.00
	PROMO				
STPKT105	Whelen Lightbar Strap Kit 20-23 Utility	Whelen	1	80.50	80.50
LG-IN2293B	Panorama, Pan Ant 9 In 1, 4X Lte, Wifi, Gps	Panorama	1	472.09	472.09
	modem Antenna-black roof				
LGMM-EXT-R	Panorama, LGMM THICK PANEL Antenna Adapter KIT-Utility	Panorama	1	36.71	36.71
	Customer supplied radio, 2 antennas & 2 coax cables				
I	Installation Charges	Labor Items	3.25	125.00	406.25
	_____				
	Drivers Compartment				
6703-0104	Unity, Handle and Housing Assembly-2 Wire 4'	Unity	1	62.00	62.00
	passengers side. 1 way is standard, 1 way is controled by control head				
CCTL7	Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head	Whelen	1		
C399	Whelen Cencom Core WCX Remote Siren & Control Center	Whelen	1	1,049.00	1,049.00
	PROMO				
C399K1	Whelen OBDII Canport Cable Kit Ford/Dodge	Whelen	1		
DC-5E8Q-25BLMB	Misc, 25' Cat 5 Cable	Misc Parts	1	21.50	21.50
	CSM Blackout provided by customer				
GK10311L1U	Setina, D T-Rail Mount Large and Univ #2 Key	Setina	1	458.15	458.15
C-VS-1210-INUT	Havis, Mid-Height Angled Console, Fits 2020-23 Ford Interceptor Utility	Havis	1	409.60	409.60
C-MCB	Havis Mic Clip Bracket	Havis	2	15.20	30.40

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Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
C-MD-112	Havis 11" Slide Out Locking Swing Arm w/ Motion Adapter	Havis	1	293.60	293.60
DS-DELL-422-3	Havis Dock W/Advncd Port Rep., Triple Pass Through Antenna Connect & Power Supply 12" Angled section of console	Havis	1	1,134.31	1,134.31
C-EB25-XTL-1P	Havis 2.5" FP Fits XTL2500, XTL5000-05, APX7500	Havis	1		
C-FP-25	Havis 2" Filler Plate	Havis	1		
C-FP-1	Havis 1" Filler Plate	Havis	1		
C-FP-2	Havis 2" Filler Plate	Havis	1		
C-FP-4	Havis 4" Filler Plate 10" Flate section of console	Havis	1		
C-EB40-CCS-1P	Havis 4" FP Fits Cencom CCSRN, CCSRNTA, MPC03	Havis	1		
CUP2-1001	Havis 4" Self-Adjusting Double Cup Holder	Havis	1	53.60	53.60
091-219-5	Kussmaul, 4.8A Usb Dual Port, 12/24V	Kussmaul	1	70.00	70.00
C-FP-2	Havis 2" Filler Plate	Havis	1		
MMSU-1	Mag Mic Magnetic Mic Kit	Magnetic Mic	2	39.95	79.90
ECVDMLTAL00	SoundOff, LED Load Module overhead between the officers	Sound Off	1	91.79	91.79
I	Installation Charges	Labor Items	17.5	125.00	2,187.50
	_____ Prisoner Compartment				
PK0369ITU20TM	Setina, #8VS RP 1/2 Coated POLY 1/2 EXP Metal Partition	Setina	1	759.20	759.20
DK0100ITU20	Setina TPO Door Panels, Black, 2020-24 Utility	Setina	1	255.20	255.20
QK0566ITU20	Setina, Repl Seat w/Center Pull Belts and Coated Poly Rear Partiton	Setina	1	1,279.20	1,279.20
WK0514ITU20	Setina Window Barrier VS Steel Vertical, Fits 2020-23 Utility	Setina	1	263.20	263.20
V-DRAIN II	Vdrain, V-Drain Long Series Ii	V Drain	2	25.00	50.00
I	Installation Charges	Labor Items	8.5	125.00	1,062.50
	_____				

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Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
	Back End Equipment				
MA1-1700120B-NNA	Cradlepoint, Iyr Netcloud Mobile Essential and Ibr1700 Router	Cradlepoint	1	1,609.00	1,609.00
TK0247ITU20	Setina, Crg Bx Toa- Tray, Bsn-	Setina	1	1,039.20	1,039.20
TPA9289	Setina Cargo Box Radio Tray	Setina	1	311.99	311.99
	Rear Hatch when open Lights				
TLIB	Whelen ION T-Series Linear Super-LED Surface Mt. Lighthead Blue PROMO	Whelen	1	99.99	99.99
TLIR	Whelen ION T-Series Linear Super-LED Surface Mt. Lighthead Red PROMO	Whelen	1	99.99	99.99
TAM83RB	Whelen, Traffic Advisor 8 Lamp TIR3 Super LED R/B Ends PROMO	Whelen	1	549.00	549.00
DBKT4	Whelen "L" Angle Bracket Kit For Dominator Series Lights-Pair	Whelen	1	21.70	21.70
CTA	Whelen, WeCanX Traffic Advisor Module (No Control Head)	Whelen	1	159.00	159.00
VTX609R	Whelen Vertex Super-LED Omni Directional Lighthead Red PROMO	Whelen	1	84.99	84.99
VTX609B	Whelen Vertex Super-LED Omni Directional Lighthead Blue PROMO	Whelen	1	84.99	84.99
I	Installation Charges	Labor Items	20.5	125.00	2,562.50
F	Shipping Charges	Service Items	1	425.00	425.00
INSTALL	Install Materials	Service Items	1	395.00	395.00
	_____				
L	Labor Charges	Labor Items	3	125.00	375.00
	Remove Radar system form existing patrol car				
200-1379-00	Stalker, Dash Combo Mount Radar/Display Ford 20/21 Utility	Stalker Radar	1	193.33	193.33

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Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
200-1378-00	Stalker, Rear Radar Mount, Ford 2020-21 Utility	Stalker Radar	1	141.60	141.60
200-0622-00	Stalker, Vss Cable Kit	Stalker Radar	1	151.20	151.20
155-2591-20	Stalker, 20' Antenna Cable, Ip67	Stalker Radar	1	188.00	188.00
155-2591-08	Stalker, 8 Foot Antenna Cable, IP67	Stalker Radar	1	161.14	161.14

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
25071.87
Amount Exempt from Sales Tax
800.00

Subtotal: **25,871.87**
Total Sales Tax: 1817.71
Total: **27,689.58**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	December 5, 2023
THROUGH:	Jeremy Craig, City Manager
FROM:	Shery Enos, Senior Accountant
SUBJECT:	Payment of Claims for the month of October, 2023

RECOMMENDATION:
Approve payments made in accordance with the adopted City of Winters budget.

BACKGROUND:
The Administrative Services Department is responsible for ensuring the financial obligations of the City are met in a timely and accurate manner. Accounts Payable processes payments to external vendors on a weekly basis and employee payroll is processed biweekly while any payment requiring remittance by wire transfer is paid on an as-needed basis.
Pursuant to California Government Code Section 37208, payments drawn in accordance with the City's approved budget need not be ratified by the legislative body prior to payment. The warrant registers (accounts payable and payroll) shall be presented to the legislative body for ratification and approval at the first meeting after payments have been processed. The Administrative Services Director has submitted the register(s) showing the payments processed within the timeframe above for approval by the City Council.

FISCAL IMPACT:
Total of payments processed for the reporting period: $776,389.37

ATTACHMENTS:
1. Affidavit of Administrative Services Director
2. A/P Register
3. Payroll Registers

Check Register Totals for Month Ending October 31, 2023

Accounts Payable	$	367,625.81
Payroll	$	408,763.56
Grand Total	$	776,389.37

Prepared by:

Shery Enos, Senior Accountant

Certified by:

Cathy Mathews, Director of Administrative Services

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
10-23	060338	10/04/23	VOID (Reversed Check)		.00	.00	.00	Ck# 060338 Reversed
	060339	10/11/23	@WO01 (@WORK FRANCHISE, INC.)		3,206.27	.00	3,206.27	Automatic Generated Check
	060340	10/11/23	ABA02 (ASSOCIATION OF BAY AREA GOVE		570.00	.00	570.00	Automatic Generated Check
	060341	10/11/23	AFL01 (AFLAC)		1,722.46	.00	1,722.46	Automatic Generated Check
	060342	10/11/23	ALL04 (ALL TRAFIC SOLUTIONS,INC)		1,500.00	.00	1,500.00	Automatic Generated Check
	060343	10/11/23	AMA01 (AMAZON CAPITAL SERVICES)		571.38	.00	571.38	Automatic Generated Check
	060344	10/11/23	ANA01 (ANA P. CARRILLO)		3,150.00	.00	3,150.00	Automatic Generated Check
	060345	10/11/23	AND06 (ANDREA GONZALEZ)		825.61	.00	825.61	Automatic Generated Check
	060346	10/11/23	AUS01 (AUS WEST LOCKBOX)		134.45	.00	134.45	Automatic Generated Check
	060347	10/11/23	BAY05 (STEVEN RESTIVO)		2,000.00	.00	2,000.00	Automatic Generated Check
	060348	10/11/23	BBK01 (BEST BEST & KRIEGER LLP.)		27,665.40	.00	27,665.40	Automatic Generated Check
	060349	10/11/23	BLA04 (BLACKPOINT LLC)		10,971.37	.00	10,971.37	Automatic Generated Check
	060350	10/11/23	BOB01 (BOB MURRAY & ASSOCIATES)		10,205.48	.00	10,205.48	Automatic Generated Check
	060351	10/11/23	BSK00 (BSK ASSOCIATES)		944.00	.00	944.00	Automatic Generated Check
	060352	10/11/23	CIN03 (CINTAS CORPORATION #622)		523.93	.00	523.93	Automatic Generated Check
	060353	10/11/23	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	060354	10/11/23	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	060355	10/11/23	COM12 (COMDATA)		18,469.55	.00	18,469.55	Automatic Generated Check
	060356	10/11/23	CON07 (WASHINGTON NATIONAL INS)		214.50	.00	214.50	Automatic Generated Check
	060357	10/11/23	CUE03 (DARION CUETO)		34.00	.00	34.00	Automatic Generated Check
	060358	10/11/23	CUM03 (CUMMINS SALES AND SERVICE)		3,345.16	.00	3,345.16	Automatic Generated Check
	060359	10/11/23	DAI03 (DAILY REPUBLIC)		516.00	.00	516.00	Automatic Generated Check
	060360	10/11/23	DEP01 (DEPT OF CONSERVATION)		1,852.72	.00	1,852.72	Automatic Generated Check
	060361	10/11/23	EAG02 (EAGLE EYE ENGRAVING)		377.90	.00	377.90	Automatic Generated Check
	060362	10/11/23	ECS01 (ECS HOUSE INDUSTRIES, INC)		2,893.64	.00	2,893.64	Automatic Generated Check
	060363	10/11/23	EXP01 (EXPRESS SERVICES, INC.)		1,337.60	.00	1,337.60	Automatic Generated Check
	060364	10/11/23	FAS03 (FAST & EASY WINTERS)		102.00	.00	102.00	Automatic Generated Check
	060365	10/11/23	HAR03 (HARVPRO FIRE PROTECTION)		700.00	.00	700.00	Automatic Generated Check
	060366	10/11/23	VOID (Reversed Check)		.00	.00	.00	Ck# 060366 Reversed
	060367	10/11/23	INT09 (INTERSTATE SALES)		599.17	.00	599.17	Automatic Generated Check
	060368	10/11/23	JAN03 (JANE JIMENEZ)		241.90	.00	241.90	Automatic Generated Check
	060369	10/11/23	JES02 (JESSE SANCHEZ)		34.00	.00	34.00	Automatic Generated Check
	060370	10/11/23	JOH03 (JOHN E FOUT)		975.00	.00	975.00	Automatic Generated Check
	060371	10/11/23	JOS11 (JCP AND SONS)		10,500.00	.00	10,500.00	Automatic Generated Check
	060372	10/11/23	K&C01 (KRISCH & COMPANY)		710.00	.00	710.00	Automatic Generated Check
	060373	10/11/23	LIN04 (SCP DISTRIBUTION LLC)		5,292.26	.00	5,292.26	Automatic Generated Check
	060374	10/11/23	LNCUR (LN CURTIS & SONS)		334.86	.00	334.86	Automatic Generated Check
	060375	10/11/23	MIL12 (JOHN MILLER)		345.00	.00	345.00	Automatic Generated Check
	060376	10/11/23	MME01 (MME)		4,605.98	.00	4,605.98	Automatic Generated Check
	060377	10/11/23	MUT01 (MUTUAL OF OMAHA)		4,101.01	.00	4,101.01	Automatic Generated Check
	060378	10/11/23	NEI03 (SACRAMENTO NEIGHBORHOOD HOUS		400.00	.00	400.00	Automatic Generated Check
	060379	10/11/23	NIT02 (NITISH SHARMA)		5,330.00	.00	5,330.00	Automatic Generated Check
	060380	10/11/23	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	060381	10/11/23	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	060382	10/11/23	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	060383	10/11/23	PAC07 (PACIFIC ACE HARDWARE)		1,683.01	.00	1,683.01	Automatic Generated Check
	060384	10/11/23	PGE00 (PACIFIC GAS & ELECTRIC CO)		67,159.48	.00	67,159.48	Automatic Generated Check
	060385	10/11/23	PIS02 (PISANI'S SERVICE)		477.37	.00	477.37	Automatic Generated Check
	060386	10/11/23	PIT01 (PITNEY BOWES INC)		1,907.82	.00	1,907.82	Automatic Generated Check
	060387	10/11/23	PSO01 (PSOMAS)		17,489.82	.00	17,489.82	Automatic Generated Check
	060388	10/11/23	QUI01 (QUILL CORPORATION)		828.61	.00	828.61	Automatic Generated Check

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
10-23	060389	10/11/23	RAN02 (RANEY PLANNING & MANAGEMENT,		40,659.55	.00	40,659.55	Automatic Generated Check
	060390	10/11/23	RIC08 (RICHARD CASAVECCHIA)		123.79	.00	123.79	Automatic Generated Check
	060391	10/11/23	RON01 (RON DUPRATT FORD, INC.)		1,669.24	.00	1,669.24	Automatic Generated Check
	060392	10/11/23	ROS12 (ROSENAU MOTORS)		2,678.75	.00	2,678.75	Automatic Generated Check
	060393	10/11/23	SER04 (SERVICE 1ST OVERHEAD GARAGE		2,810.00	.00	2,810.00	Automatic Generated Check
	060394	10/11/23	SIE02 (ALHAMBRA SPRING WATER)		78.44	.00	78.44	Automatic Generated Check
	060395	10/11/23	SON01 (SONCO HEATING & A/C)		1,400.00	.00	1,400.00	Automatic Generated Check
	060396	10/11/23	SWI01 (SWITZER ENTERPRISES)		10,390.85	.00	10,390.85	Automatic Generated Check
	060397	10/11/23	URE01 (STEPHANIE, URENDA)		544.60	.00	544.60	Automatic Generated Check
	060398	10/11/23	VAN02 (VANDER HAMM TIRE CENTER)		306.76	.00	306.76	Automatic Generated Check
	060399	10/11/23	VER02 (VERIZON WIRELESS)		2,634.48	.00	2,634.48	Automatic Generated Check
	060400	10/11/23	VUL01 (VULCAN CONSTRUCTION MATERIAL		180.18	.00	180.18	Automatic Generated Check
	060401	10/11/23	WAV01 (WAVE BROADBAND)		4,502.79	.00	4,502.79	Automatic Generated Check
	060402	10/11/23	WIN04 (WINTERS PRINTING)		505.15	.00	505.15	Automatic Generated Check
	060403	10/11/23	WIN0A (CITY OF WINTERS-UTILITIES)		8,149.11	.00	8,149.11	Automatic Generated Check
	060404	10/11/23	YOL04 (YOLO COUNTY)		45,239.50	.00	45,239.50	Automatic Generated Check
	060405	10/11/23	INT03 (INTERSTATE OIL COMPANY)		4,300.60	.00	4,300.60	Automatic Generated Check
	060406	10/11/23	LOW00 (LOWE'S BRC)		491.59	.00	491.59	Automatic Generated Check
	060407	10/12/23	WIN0E (WINTERS CHAMBER)		534.97	.00	534.97	Automatic Generated Check
	060408	10/12/23	WIN32 (WINTERS WINERY dba)		13,750.00	.00	13,750.00	Automatic Generated Check
	060409	10/12/23	WIN34 (WINTERS DOWNTOWN BUSINESS AS		9,826.75	.00	9,826.75	Automatic Generated Check
			Total for Bank Account 10100 ----->		367,625.81	.00	367,625.81	
			Grand Total of all Bank Accounts ----->		367,625.81	.00	367,625.81	

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount		
	Manual	2	3,340.25		3,340.25		
	Reg	163	11,729.42	261,925.68	273,655.10		
	Totals	**165**	**15,069.67**	**261,925.68**	**276,995.35**	è	**276,995.35**

Third Party Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount		
	Agency	14	10,310.99	5,590.00	15,900.99		
	Totals	**14**	**10,310.99**	**5,590.00**	**15,900.99**	è	**15,900.99**
	Total Net Payroll Liability		**25,380.66**	**267,515.68**	**292,896.34**	è	**292,896.34**

Tax Liabilities

CA and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
California SITW	698-1462-2		Fed Semi-Weekly	360,213.81	360,213.81	15,681.62			
CA SDI - Employee				145,185.49	145,185.49				
Totals						**15,681.62**		è	**15,681.62**

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
CA Edu & Training		0.001000		407,613.03	21,832.95		21.83		
California SUI	698-1462-2	0.017000	Quarterly	407,613.03	21,832.95		371.16		
Totals							**392.99**	è	**392.99**

FITW and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
Federal Income Tax	94-6000457		Semi-Weekly	360,213.81	360,213.81	40,143.94			
Medicare				407,613.03	407,613.03	5,910.41			
Medicare - Additional				407,613.03	407,613.03				
Medicare - Employer				407,613.03	407,613.03		5,910.39		
OASDI				407,613.03	385,708.96	23,913.91			
OASDI - Employer				407,613.03	385,708.96		23,913.96		
Totals						**69,968.26**	**29,824.35**	è	**99,792.61**

FUTA and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
Fed Unemployment	94-6000457		Quarterly	145,185.49	21,195.45				
Totals								è	**0.00**

Total Tax Liability	**85,649.88**	**30,217.34**	è	**115,867.22**
Total Payroll Liability		**408,763.56**	è	**408,763.56**

Proclamation

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS HONORING PACIFIC GAS AND ELECTRIC COMPANY FOR THEIR DONATION FOR THE 2023 WINTERS TRACTOR PARADE

WHEREAS, the City of Winters is committed to ensuring the safety and well-being of its community members during special events; and

WHEREAS, The City of Winters hosted the 2023 Winters Tractor Parade and holiday weekend; and

WHEREAS, Pacific Gas and Electric Company (PG&E) has demonstrated exceptional community spirit and generosity through their substantial contribution to the City of Winters; and

WHEREAS, this contribution, consisting of 300 water barricades valued at over $90,000, is instrumental in enhancing the safety measures for public gatherings and events within our city; and

WHEREAS, PG&E's donation not only represents a significant monetary contribution but also reflects a deep commitment to public safety and community support; and

WHEREAS, the remarkable donation by the Pacific Gas and Electric Company will aid in the City's efforts to keep members of the community safe during large community events like the Tractor Parade for years to come.

NOW, THEREFORE, BE IT RESOLVED on behalf of the City of Winters, we hereby extend our deepest gratitude to Pacific Gas and Electric Company for their generous donation. Their contribution significantly aids in our ongoing efforts to ensure public safety and enrich the quality of life for all residents and visitors of Winters.

BE IT FURTHER RESOLVED that this proclamation is a testament to the strong bond between PG&E and the City of Winters, and an acknowledgment of PG&E's role as a valuable community partner.

Mayor Bill Biasi

Mayor Pro Tem Albert Vallecillo

Councilmember Jesse Loren

Councilmember Carol Scianna

Councilmember Richard Casavecchia

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: December 5, 2023

FROM: Jeremy Craig, City Manager

SUBJECT: Resolution No. 2023-92 Amending the Professional Services Agreement with Psomas, Inc. to Increase the Total Compensation Amount By $650,000 and Extend the Term for One Year Ending November 30, 2024, and Authorizing the City Manager to Execute the Agreement

RECOMMENDATION:
Adopt Resolution No. 2023-92 amending the Professional Services Agreement with Psomas, Inc. to increase the total compensation amount by $650,000 and extend the term for one year ending November 30, 2024, and authorizing the City Manager to execute the agreement.

BACKGROUND:
On February 15, 2022, the City Council adopted Resolution No. 2022-12 approving a professional services agreement with Psomas, Inc. for interim engineering services in the amount of $450,000 for a nine-month term ending November 30, 2022, and appointing Megan Buche as the City Engineer. On October 4, 2022, the City Council extended that contract for an additional year to November 30, 2023.

DISCUSSION:
The Psomas team has worked well with City staff and has consistently provided significant added value in the areas of infrastructure plan review and inspection, enhanced development controls, and thorough engineering analysis associated with land development and the City's guiding documents and policies, such as the General Plan, the Circulation Element, and the Grant Avenue Complete Streets Plan. The value of a more robust team has been frequently realized by being able to readily access specialty engineering experts (hydrology, surveying, wastewater, transportation, etc.) without paying for full-time staffing or contracting with different firms, and the thoroughness of the

work, particularly in the areas of construction inspection and plan review has been excellent.

Current development activities warrant an extension with a similar level of funding provided in the past contract extension of $650,000. In addition to normal development activities, Psomas is a key partner in the I-505 complete transportation design project and a potential major residential development project.

FISCAL IMPACT:

The estimated cost of a one-year agreement with Psomas is approximately $650,000. Most of the expenses would be charged to developer deposits, grant or capital funded projects and other sources. Funds are currently included in the FY 23-24 Operating and Capital Budgets to cover general engineering and project support.

ATTACHMENT:

1. Resolution 2023-92
2. Second Amendment to the Professional Services Agreement with Psomas, Inc.

Resolution No. 2023-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH PSOMAS, INC. TO INCREASE THE TOTAL COMPENSATION AMOUNT BY $650,000 AND EXTEND THE TERM FOR ONE YEAR ENDING NOVEMBER 30, 2024

WHEREAS, on February 15, 2022, the City Council adopted Resolution No. 2022-12 approving a Professional Services Agreement ("Agreement") with PSOMAS, Inc. ("PSOMAS") for interim engineering services in the amount of $450,000 for a nine-month term ending November 30, 2022, and appointing Megan Buche as the City Engineer; and

WHEREAS, on October 22, 2022, the City Council extended the Agreement for an additional twelve months to November 30, 2023 via the First Amendment to the Agreement; and

WHEREAS, PSOMAS has consistently provided significant added value in the areas of infrastructure plan review and construction inspection, enhanced development controls, and thorough engineering analysis associated with land development and the City's guiding documents and policies, such as the General Plan, the Circulation Element, and the Grant Avenue Complete Streets Plan; and

WHEREAS, the value of a more robust team has been frequently realized by being able to readily access specialty engineering experts (e.g. hydrology, surveying, wastewater, transportation) without paying for full-time staffing or contracting with different firms, and the thoroughness of the work, particularly in the areas of construction inspection and plan review has been excellent; and

WHEREAS, the City and PSOMAS desire to further amend the Agreement to increase the compensation amount by $650,000 and extend the term for one year ending November 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters as follows:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby approves the Second Amendment to the Professional Services Agreement between City of Winters and PSOMAS ("Second Amendment"), attached hereto as Exhibit "A", to increase the compensation amount by $650,000 and extend the term for one year ending November 30, 2024, and authorizes the City Manager to execute the Second Amendment.

DULY AND REGULARLY ADOPTED 5th day of December, 2023, by the following vote:
Ayes:
Noes:
Absent:
Abstain:

CITY OF WINTERS

_____
Bill Biasi, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

EXHIBIT “A”

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WINTERS AND PSOMAS

This Second Amendment to Professional Services Agreement ("Second Amendment") is made and entered into as of _____, 2023 by and between the City of Winters, a California municipal corporation with its principal place of business at 318 First Street, Winters, CA 95694 ("City"), and PSOMAS, a Corporation with its principal place of business at 555 S. Flower St., Suite 4300, Los Angeles, CA 90071 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Second Amendment.

RECITALS

A. On February 15, 2022, City and Consultant entered into a Professional Services Agreement ("Agreement") for interim engineering services.

B. On October 22, 2022, City and Consultant entered into a First Amendment to the Agreement to increase the compensation amount by $650,000 and extend the term for one year ending November 30, 2023.

C. City and Consultant desire to further amend the Agreement to increase the compensation amount by $650,000 and extend the term for one year ending November 30, 2024.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Second Amendment by reference.

Section 2. Amendment. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

"2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of One Million One Hundred Thousand Dollars ($1,750,000). This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis."

Section 3. Amendment. Section 5 of the Agreement is hereby amended in its entirety to read as follows:

"5. Term.

The term of this Agreement shall be from **February 15, 2022** to **November 30, 2024,** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work"

Section 4. Continuing Effect of Agreement. Except as amended by this Second Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Second Amendment. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

Section 5. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

Section 6. Severability. If any portion of this Second Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date first written above.

CITY OF WINTERS

By: _____
Jeremy Craig
City Manager

PSOMAS

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Jeremy Craig
City Clerk

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	December 5, 2023
FROM:	Cathy Mathews, Director of Administrative Services
THROUGH:	Jeremy Craig, City Manager
SUBJECT:	Resolution 2023-88 – City of Winters Fee Schedule Update for Police Fees (Schedule D) and Recreation Fees (Schedule F)

RECOMMENDATION:
Staff recommends that the City Council take the following actions:

1. Receive the staff report; and
2. Conduct the public hearing to receive public input regarding user fees and charges for certain services provided by the City of Winters; and
3. Approve Resolution 2023-88 Implementing the Authorized Adjustments for Police Fees (Schedule D) and Recreation Fees (Schedule F) for certain services provided by the City of Winters.

BACKGROUND:
In 2017, the City of Winters contracted with Matrix Consulting Group to prepare a comprehensive study of user fees charged by the City for various services. Each year, as part of the City's cost recovery efforts, the fee schedule is updated to reflect cost increases.

The fee schedule includes building, planning, public works/engineering, police, fire, and recreation fees (schedules listed below). Staff recommends updated fees in Schedule D [Police Fees] and Schedule F [Recreation Fees]:

- Schedule A – Building Permit Fees
- Schedule B – Planning Fees
- Schedule C – Public Works/Engineering Fees
- **Schedule D – Police Fees**
- Schedule E – Fire Fees
- **Schedule F – Recreation Fees**

Schedule D [Police Department] Update:

Prior to July 1, 2022, CCW license applications were processed by the Yolo County Sheriff's Department. On June 21, 2022, Resolution 2022-54 approving an amended fee schedule to add Carry Concealed Weapon (CCW) license fees was adopted as City of Winters' Police Department would begin processing CCW license applications.

California Penal Code Section 26202(b)(3) requires "A review of publicly available information about the applicant, including publicly available statements published or posted by the applicant" as a component of the application process. Winters PD utilizes an independent service for public information screening at a cost of $31 per applicant. Staff recommend this fee be included in the CCW application fee schedule.

Schedule F Recreation Fees Update:

Schedule F sets the fees for recreation services and facility rentals and was last updated with Resolution 2023-27 on May 2, 2023. Fees for youth basketball were not established but were communicated as "set by 3rd Party". The program structure has changed and is not managed through a 3rd party agreement. Staff recommends a fee, which includes a team jersey, of $100 for grades 2nd-5th. For Kindergarten & 1st Grade the fee is recommended at $50 (to include a jersey). The program for K & 1st grades is a skills-only session, attributing to the reduced fee. The proposed fees represent a reduction from the 2022/2023 season [3rd Party Fees].

FISCAL IMPACT:
Revenues will be increased for PD to cover the cost of public information screening and for Recreation to cover the costs of running the youth basketball program.

ATTACHMENTS:
1) Resolution 2023-88
    a) Exhibit A City of Winters Fee Schedule D
    b) Exhibit B City of Winters Fee Schedule F

RESOLUTION 2023-88

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ADOPTING UPDATED FEES AND CHARGES FOR CERTAIN SERVICES PROVIDED BY THE CITY OF WINTERS

WHEREAS, the City of Winters (the "City") charges fees for various services, permits, licenses, and regulatory activity provided by the City (collectively, the "Fees"); and

WHEREAS, for the Fees to cover the costs of providing the services, permits, licenses, or regulatory activity for which the Fees are imposed, many of the Fees must be adjusted to reflect reasonable estimated costs of service; and

WHEREAS, certain Fees are subject to the adoption procedures set forth in Government Code section 66016, and others are subject to the procedures set forth in Government Code section 66018; and

WHEREAS, in accordance with Government Code section 66016, the City has made available to the public at least ten days prior to its public hearing, data supporting the Fees, and notice of this hearing has been mailed to all interested persons that have requested such notice at least 14 days prior to the date of this hearing; and

WHEREAS, in accordance with Government Code section 66018, the City Council called a public hearing for December 5, 2023, for informational purposes and to receive public comments on the proposed Fees. Notice of the public hearing was given by publication in a newspaper of general circulation within the City once a week for two weeks commencing at least 10 days prior to the public hearing, with at least 5 days intervening between the first and last publication. On December 5, 2023, at the time and place set for the public hearing, the City Council heard and considered all oral and written presentations and comments made regarding the proposed Fees; and

WHEREAS, the City Council now wishes to adopt the new or increased Fees set forth in Exhibit A, effective December 6, 2023.

NOW THEREFORE, the City Council of the City of Winters does hereby resolve as follows:

SECTION 1. The above Recitals are true and correct and by this reference incorporated herein.

SECTION 2. The City Council hereby adopts the new or increased fees set forth in the City of Winters Fee Schedules "D" and "F" described in Exhibit "A" attached hereto. The Fees imposed by this Resolution shall take effect on December 6, 2023, and shall supersede any prior fees or charges imposed by resolution or otherwise by the City Council, to the extent such prior fees or charges conflict herewith.

SECTION 3. The City Council called a public hearing on December 5, 2023, for the purpose of receiving public comments to the proposed Fees. Notice of the public

hearing was given by publication in a newspaper of general circulation within the City once a week for two weeks commencing at least 10 days prior to the public hearing, with at least 5 days intervening between the first and last publication. On December 5, 2023, at the time and place set for the public hearing, the City Council heard and considered all oral and written presentations and comments made regarding the proposed Fees.

SECTION 4. The City Council finds and determines that:

(a) The Fees established by this resolution:

(1) are imposed for a specific government service provided directly to the payor, or for reasonable regulatory costs of the City for issuing licenses and permits, performing investigations, inspections, and administrative enforcement of the City's Municipal Code or other rules or ordinances;

(2) are no more than necessary to cover the reasonable costs of the governmental activity for which the Fee is imposed; and

(3) the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity for which the Fee is imposed; and

(b) The Fees are not taxes within the meaning of California Constitution article XIII C, section 1(e).

SECTION 5. If any section, subsection, clause or phrase in this resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this resolution or the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

PASSED AND ADOPTED by the City Council of the City of Winters, this 5th day of December, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Bill Biasi, Mayor

ATTEST:

_____

Jeremy Craig, City Clerk

EXHIBIT A

Resolution 2023-88
Schedule D - Police Department Fees

Fee Type	2023 Curent Fee	Proposed Update
Records/Calls for Service/ Records Check Letters	$ 33	$ 33
Livescan/Ink Fingerprints	$ 67	$ 67
VIN Verification	$ 30	$ 30
Citation Sign off	$ 18	$ 18
Vehicle Tow Release Fee	$ 100	$ 100
Abandoned Vehicle Tow Admin Fee	$ 134	$ 134
Vehicle Repossession Fee	$ 16	$ 16
Impounded Vehicle Hearing/release fee	$ 212	$ 212
Taxi Operator Permit	$ 130	$ 130
Parking Permits (Trailers)	$ 33	$ 33
RVHabitation Permit	$ 33	$ 33
Firearm Storage Admin Fee (per weapon)	$ 65	$ 65
ABC One-Day License Letter	$ 30	$ 30
CCW Issuance Fee	$ 150	$ 150
CCW Renewal Fee	$ 25	$ 25
CCW Duplicate/Modification Fee	$ 15	$ 15
CCW Applicant Public Information Screening		$ 31
DUI Banner Deposit	Deposit	Deposit
Civil Subpoena-Officer Court Time	Actual Cost	Actual Cost
DUI Cost Recovery	Actual Cost	Actual Cost
Alarm Permit-Initial	$ 33	$ 33
Private Property Abandoned Vehicle Abatement Fee	$363 plus Tow Company Charge	$363 plus Tow Company Charge
Crime Report		
Up to 10 pages	$ 45	$ 45
per page beyond 10	$ 4	$ 4

Resolution 2023-88
Schedule F-Recreation Updates

Fee Type	Resolution 2023-27	Proposed Updates
Lap Swim		
Adult Daily Pass	$ 5	$ 5
10 Day Pass Card	$ 43	$ 43
Monthly Lap Pass	$ 54	$ 54
Swim Lessons		
Group	set by 3rd party	set by 3rd party
Private	set by 3rd party	set by 3rd party
Rec Swim		
Multi-Visit Punch Card - 10 day	$ 20	$ 20
Daily Pass	$ 2	$ 2
Other Sport Programs		
Adult Co-ed Softball	$ 414	$ 414
Adult Co-ed Softball Free Agent (per person)	$ 35	$ 35
Youth Basketball Grades 2nd - 5th (Includes Team Jersey)	set by 3rd party	$ 100
Youth Basketball Skills Grades K & 1st (Includes Jersey)		$ 50
AfterSchool Program Fees		
Tuition-monthly per student	$ 128	$ 128
Late Fee-per minute per student	$ 1	$ 1
Munchkin Summer Camp		
Tuition-per session per student	$ 266	$ 266
Late Fee-per minute per student	$ 1	$ 1
Facility Rentals		
Community Center Facilty Use Fee	$ 320	$ 320
Community Center- Resident per hour	$ 118	$ 118
Community Center-Non-Profit per hour	$ 89	$ 89
Community Center- Out of Town	$ 155	$ 155
Community Center Back Patio	$ 50	$ 50
Trestle Bridge	$ 1,000	$ 1,000
Trestle Bridge - Non-Profit	$ -	$ -
Park Area Rentals Resident- 2 Hours or portion thereof	$ 50	$ 50
Park Area Rentals Non Resident - 2 Hours or portion thereof	$ 75	$ 75
Paseo Park - No Exclusive Use - Non Profits pay utility fees		
Rotory Park Gazebo 2hr Increments	$ 75	$ 75
Bobbi Greenwood Swim Center (2 hours with lifeguards)	$ 240	$ 240
Vehicle Charging Rate per Kwh	$ 0.52	$ 0.52
Occupancy Rate (per 30 minutes)	$ 2.66	$ 2.66
Copy Fee - per page copied	$ 0.11	$ 0.11

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:December 5, 2023

THROUGH: Jeremy Craig, City Manager

FROM: Jack Snyder, Fire Chief

SUBJECT: Resolution No. 2023 – 94 Authorizing the Purchase of a 2014, 3000-gallon Water Tender for the Winters Fire Department in an Amount not to Exceed $222,000.

RECOMMENDATION:
Adopt Resolution No. 2023- 94 Authorizing the Purchase of a 2014, 3000-gallon Water Tender for the Winters Fire Department in an amount not to exceed $220,000.

BACKGROUND:
The Agreement between the Winters Fire Protection District and the City of Winters for the Provision of Fire Protection Services (Agreement No. 10-76) requires a specific amount of apparatus to be maintained. Water Tender 26 has been out of service for approximately one year due to mechanical and safety issues. The vehicle is a 1996 Kenworth Water Tender with over 750,000 miles on it. This vehicle is well beyond its service life and with the maintenance and safety issues, it cannot be put back in service as a fire apparatus. Per the agreement between the Winters Fire Protection District and the City of Winters, the Winters Fire Department is required to maintain one heavy water tender and one medium water tender. Therefore, the City needs to replace Water Tender 26 in order to remain in compliance with the agreement (see section 2, paragraph (h)iv).

DISCUSSION
The Winters Fire Department has been actively looking for ways to replace Water Tender 26. Due to funding and supply chain issues, it has been difficult to find a replacement that fits the needs for this type of apparatus.

Staff investigated two different options for the replacement of the Water Tender. The first was replacing it with a new water tender with two to three thousand gallons of water

with a fire rated pump. The cost of this apparatus would be in the range or $350,000 to $450,000 with at least a twelve-month lead time for construction.

The second option was to replace the Water Tender with a slightly used apparatus. Staff utilized fire apparatus brokers to try and find a replacement that would fit the City's needs and be cost effective. Following review of available resources, staff identified a 2014, 3000-gallon tank, 1000 gallon per minute pump, 6x6 drive water tender out of Oregon for the price of $199,000. The company, S.G. Wilson Truck & Equipment Inc., does not participate in purchasing cooperatives, but has had municipal agencies from across the country purchase from them.

This unit was evaluated by suppression personnel who determined that the unit would best fit the needs of the Department to replace Water Tender 26 and add additional capacity for the Department for the future.

The Winters Fire Department received a very generous donation from the Lura Meyer trust in the amount of $152,052. The use of this donation and up to $70,000 from the Winters Fire Protection District will allow for the Department to purchase the apparatus without any fiscal impact to the general fund. In addition, this apparatus will be dedicated to Lura Meyer for her generosity to increase our capability and keep the community safer than it was before.

FISCAL IMPACT:

The Winters Fire Department will be responsible for covering the purchase of the apparatus using the Meyer donation and Fire District funds. This will require a half down payment and the remainder half upon delivery. The City will request reimbursement of the Fire District funds of $70,000 to replace the City's upfront costs.

ATTACHMENT:

1. Resolution No: 2023-94
2. 2014 International 7600 6x6 Water Tender Detail Sheet
3. S.G. Wilson Truck & Equipment Inc. Letter

Resolution No. 2023-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE PURCHASE OF A 2014, 3000-GALLON WATER TENDER FOR THE WINTERS FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED $220,000

WHEREAS, the City of Winters Fire Department, pursuant to the Agreement for the Provision of Fire Protection Services between the Winters Fire Protection District and the City of Winters (Agreement No. 10-76) ("Agreement"), is required to maintain one heavy water tender and one medium water tender. Water Tender 26 has been out of service for over one year due to mechanical and safety issues; and

WHEREAS, the Winters Fire Department has been actively looking to find a replacement for Water Tender 26 to bring the fleet to 100% and allow the City to remain in compliance with the Agreement. Due to long build times, high costs of procuring a new apparatus, and the lack of available funding, this option is currently not available to the City; and

WHEREAS, following review of available resources, staff identified a used 2014, 3000-gallon water tender to replace Water Tender 26. Staff has determined that this replacement apparatus is cost-effective, best fits the Fire Department's needs to replace Water Tender 26, and adds additional capacity for the Fire Department; and

WHEREAS, through the generous donation of the Lura Meyer Trust and additional funding from the Winters Fire Protection District, there is available funding to purchase this apparatus, which would allow the City to remain in compliance with Agreement while also enhancing the Fire Department's capabilities for the future; and

WHEREAS, the funds needed to purchase this apparatus will be utilized as follows:

a) $152,000 Lura Meyer Trust Donation
b) $70,000 Winters Fire Protection District Funds

NOW, THEREFORE, the City Council of the City of Winters does hereby resolve as follows:

SECTION 1. The above Recitals are true and correct and by this reference. incorporated herein.

SECTION 2. The City Council hereby authorizes the purchase of a 2014, 3000-gallon Water Tender for the Winters Fire Department from S.G. Wilson Truck & Equipment Inc. in an amount not to exceed $220,000.

SECTION 3. The City Manager is authorized to execute all documents necessary

to purchase the Water Tender in the amount not to exceed $220,000.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Winters, California, at a regular meeting thereof held this 5th day of December 2023,.by the following vote:

Ayes:
Noes:
Absent:
Abstain:

CITY OF WINTERS

_____
Bill Biasi, MAYOR

ATTEST:

_____
Jeremy Craig, City Clerk

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CALL: 800.FIRETEC (347-3832)
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Firetec ID:	13536
Truck Category	Tanker
Model Year	2014
Model	7600 6x6
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Engine Model	Maxxforce
Transmission	automatic
Gallons Per Minute	1000
Tank Size	3000
Length	25' **
Mileage	40,000
Price	Asking **$ 199,500**
Equipment included in the Sale	Photo is a representation of the tenders being built. Two Available! 10" rear dump w/ extension, 3000 gallon portable tank, draft capability, front fire cannon, 360 degree top spray, 300-foot hose reel, scene lights, LED light package.
Other Information	Tires Excellent! Diff/ lock-unlock. 25' long without the front fire cannon More photos of *similar* unit available- email firetec@firetec.com

We have 5 MORE photos readily available.

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S.G. Wilson
Truck & Equipment Inc.

11/20/23

To whom it may concern,

2014 International work star 7500 6x6 all wheel drive fire tender. 32,000 miles. A/C. Allison automatic transmission. Navistar engine. Engine brake.16,000# front axle. 40,000 # rear ends. Diff/lock un/lock. Lockers. 56,000# GVW. Very good rubber. 1-1/2" discharge. 2) 2-1/2" discharges on drivers side. 1-1/2" and 1-1/2" discharge front and rear. Cab operated 360 degree top spray. Front and rear sprays.

3000 gallon Lined tank with longitudinal baffles with ODF baffling requirements. 1000 gpm/150psi Smithco centrifugal pump with lower drain. Multiple drains for the water system. Pump and roll. Draft capability with draft hose. Full fender storage for draft hose etc. Suction and controls on drivers side of the truck. 10" quick dump with extension. 2-1/2" hydrant fill. 1" hose reel on back of tank.
1)Siren with 100 watt speaker. 55" LED light bar.6 switch box controller. 4) Tank mounted scene lights. 2) Rear floods mounted lower than the top of the tank. 6 Flashing Led lights. 2) Aluminum side compartments with emergency roll up doors. Aluminum wheels. Cab controlled 1-1/2" front mounted fire cannon. 3000 gallon porta tank compartment and portable pool. $199,000

Sincerely

Russ Wilson

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