

EXETER CITY COUNCIL ACTION MINUTES
September 22, 2020

A closed session of the City Council, City of Exeter was held on Tuesday, September 22, 2020, at 6:30 p.m., in the Exeter City Council Chambers, 137 North F Street.

COUNCIL PRESENT: Mary Waterman-Philpot, Barbara Sally, Frankie Alves, Dave Hails

COUNCIL ABSENT: None

STAFF PRESENT: Adam Ennis, Julia Lew, John Hall, Shonna Oneal

A. CALL TO ORDER CLOSED SESSION

Mayor Waterman-Philpot called the closed session to order at 6:30 p.m.

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS

Mayor Waterman-Philpot requested those who wish to speak on matters listed on the Closed Session Agenda to do so at this time.

There were no public comments presented.

C. ADJOURN TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION(S):

Mayor Waterman-Philpot adjourned to closed session at 6:30 p.m.

1. 54957.6 – Conference with Labor Negotiators
 Agency Negotiator: Adam Ennis
 Employee Group: CLOCEA
2. 54956.9(d)(1) – Conference with Legal Counsel
 People vs. Erika Evelyn Sandoval (Pitchess Motion)
 Tulare County Superior court Case No. VCF312913

A regular session of the City Council, City of Exeter was held on Tuesday, September 22, 2020, at 7:03 p.m., in the Exeter City Council Chambers, 137 North F Street.

COUNCIL PRESENT: Mary Waterman-Philpot, Barbara Sally, Frankie Alves, Dave Hails,

COUNCIL ABSENT: None

STAFF PRESENT: Adam Ennis, Julia Lew, John Hall, Daymon Qualls, Chris Tavarez, Shonna Oneal, Lisa Wallis-Dutra

D. CALL TO ORDER REGULAR SESSION AND REPORT ON CLOSED SESSION ITEMS (if any)

Mayor Waterman-Philpot called the regular session to order at 7:03 p.m. There were no reportable items.

E. PLEDGE OF ALLEGIANCE AND INVOCATION

The Pledge of Allegiance was given by Mayor Pro Tem Sally and an invocation was given by Pastor Gabe Gary.

F. SPECIAL PRESENTATIONS (if any): None

G. PUBLIC COMMENTS:

Mayor Waterman-Philpot requested those who wish to speak on matters that are not on the agenda that are within the jurisdiction of the Exeter Council, or to address or request a matter be pulled from the consent calendar to do so at this time. She also stated comments related to Individual Business or Public Hearing items that are listed on the agenda will be heard at the time that matter is addressed on the agenda.

No public comments were presented.

ACTION MINUTES
EXETER CITY COUNCIL
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H. CONSENT CALENDAR:

It was moved by Council Member Alves, seconded by Mayor Pro Tem Sally and unanimously carried that the items on the Consent Calendar be approved as presented.

1. Approve regular minutes of September 8, 2020
2. Payment of the Bills
3. Payroll: September 4, 2020
4. Treasurer's Report: July 2020
5. Adopt Resolution 2020-40 amending the City of Exeter's Conflict of Interest Code for designated employees, commissions and/or agencies and disclosure categories.
6. Award and authorize the City Administrator to sign a contract with Gavin Tolbert's Tree Service of Woodlake, CA in the amount of \$27,500 and appropriate this amount from the Landscape and Lighting District Fund (140) for tree trimming at various City Landscape and Lighting Maintenance Assessment Districts (LLMADs).

I. INDIVIDUAL BUSINESS ITEMS

1. **Adopt Resolution 2020-41 authorizing application for, and if received, appropriation of \$65,000 of Local Early Action Planning (LEAP) Support Grant Program Funds in the City's Storm Drain Fund to go towards a Storm Sewer Master Plan Update.** Public Works Director Daymon Qualls provided a report for Council's review and consideration. City Administrator Adam Ennis provided additional information regarding the City's storm drain system. Following discussion, it was moved by Council Member Alves, seconded by Mayor Pro Tem Sally and unanimously carried to adopt Resolution 2020-41 as presented.

J. CITY COUNCIL ITEMS OF INTEREST

Council Member Alves reported on attending the TCAG meeting. Mayor Waterman-Philpot reported on attending the Tulare County Regional Transit Agency meeting.

K. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator Adam Ennis provided an update on City projects.

L. ADJOURN REGULAR MEETING

Mayor Waterman-Philpot adjourned the regular meeting at 7:25 p.m.

Shonna Oneal City Clerk

Approved on 9/22/2020 for Payments Through 9/22/2020

Vendor Name	Description	Amount
VALLEY EXPETEC	SEPT LENOVO THINK PADS	2,409.30
**	Final Totals...	2,409.30

Approved on 9/23/2020 for Payments Through 9/23/2020

Vendor Name	Description	Amount
A.J. EXCAVATION INC	E PALM ST RECONSTRUCTION	215,232.82
AFLAC	SEPTEMBER AFLAC PREMIUMS	3,292.22
AMERICAN BUSINESS MACHINES	CH 746-9/24/20-10/23/20	19.96
BASIC	SEPT COBRA ADMIN FEE	30.00
BEN-E-LECT INC.	OCT CLAIMS	3,499.96
BUZZ KILL PEST CONTROL	SEP PEST CONTROL PD	163.00
CALIFORNIA BUSINESS MACHINES	PW-9/22/20-10/21/20 BASE	167.44
CHARTER COMMUNICATIONS	9/6/20-10/5/20 MEDIA SER	97.24
COLANTUONO, HIGHSMITH &	AUG SCE COALITION	49.66
CORREA/ GABRIEL	MEALS-SUICIDE TRAINING	15.00
CSJVRMA	20/21 Q2 WORKERS COMP	78,876.00
CULLUM/TRENT	MEALS-SUICIDE TRAINING	15.00
DEPT OF JUSTICE	AUG BLOOD ALCOHOL ANALYS	171.00
EMD NETWORKING SERVICES, INC.	OCT MONTHLY BILLING	1,365.38
FASTENAL COMPANY	XL NINJA X GLV PR	121.57
FRESNO OXYGEN	METAL CUT BLADE	209.78
FRONTIER CALIFORNIA INC.	5139/9-16/20 - 10/15/20	575.13
HIGH SIERRA LUMBER CO.	80 LB CONCRETE MIX	226.87
INTERSTATE BATTERIES, DBA	2 C65 XHD BATTERY	320.83
JACK GRIGGS INC	AUG 2020 GAS	6,651.15
JIMS STEEL SUPPLY, LLC	3X2X3/16 ANGLE 20'	83.50
JORGENSEN COMPANY	CITY PARK FIRE EXT MAINT	45.00
KIMBALL-MIDWEST	DRILL BIT/TOWEL/LUBRICAN	434.69
KNOX/ MARK	MEALS-SUICIDE TRAINING	15.00
LEAF CAPITAL FUNDING LLC	PW-TA2552CI KYOCERA 002	137.17
LYLES UTILITY CONSTRUCTION LLC	WATER VALVE REPLACEMENT	53,024.25
MCCORMICK KABOT JENNER & LEW	AUG LEGAL SERVICES	3,876.00
OASIS SECURITY SYSTEMS	OCT-DEC 20 SECURITY	105.00
PRINCIPAL LIFE INSURANCE CO.	OCT PREMIUMS-37 MEMBERS	4,799.58
PRUDENTIAL OVERALL SUPPLY	9/10/20 UNIFORM SERVICE	194.92
QUAD KNOPF ENGINEERING	200130 COMPLETE ST W/ADA	21,078.99
ROMAN CATHOLIC BISHOP	9/4/20 ARROYO DONATION	36.00
SHRED-IT USA LLC	8/13/20 SHREDDING AT PD	119.41
SIERRA SANITATION INC	STANDING SINK 9/15-10/13	94.78
SILVER & WRIGHT LLP	AUG 221 S F ST	2,251.85
SNODGRASS ELECTRIC	REPLACE BREAKER-AC UNIT	250.02
SOUTHERN CALIFORNIA EDISON	9109A/8-11/20 - 9/10/20	11,832.24
SOUTHERN HEMISPHERE SHADES INC	PLAYGROUND SUN SHADE	3,969.00
SUNBELT RENTALS, INC.	HONDA ASPHALT ROLLER	17,287.41
SW CONSTRUCTION INC	VALVE REPAIR/REPLACEMENT	23,644.00
TRANSUNION RISK & ALTERNATIVE	AUG PERSON SEARCH	50.00
TULARE COUNTY JAIL	24X36" COROPLAST SIGN	129.30
UNIVAR SOLUTIONS USA INC	WELL 13 SOD HYPO 12.5%	961.29
USA BLUEBOOK	ROLLER ASSEMBLY/CABLE	674.27
VALLEY EXPETEC	OCT MONTHLY AGREEMENT	4,477.29
VOLLMER EXCAVATION, L.P.	TONS OF CLASS II BASE	973.63
4CREEKS, INC	CM PALM ST RECONSTRUCTIO	32,026.90

Final Totals... 493,671.50

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Approved on 9/23/2020 for Payments Through 9/23/2020

Vendor Name	Description	Amount
PRODUCTIVITY PLUS ACCOUNT	HY FITTING-SKIDSTEER	407.88
	9/23/20 Exeter Mercantile Purchases	
**	Final Totals...	407.88

PERIOD 2 DATING 8/31/2020- 9/13/2020 CHECK DATE 9/18/2020
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1093	63.69	CA STATE DISBURSEMENT UN	2	1 VENDOR CHECK
1094	50.00	TULARE CO SHERIFF'S OFFI	9	1 VENDOR CHECK
1095	1,756.41	PHELPS/KEVIN M	429	1
1096	333.39	ROMERO/JOSE	428	1

TOTALS FOR CHECK FORM: CHEK

NEGOTIABLE CHECKS			COUNTS
2,089.80	*EMPLOYEE CHECKS		2
113.69	*VENDOR CHECKS		2
0.00	*BANK CHECKS		0
2,203.49	**TOTAL NEGOTIABLE CHECKS		4

OTHER CHECKS

0.00	*MANUAL CHECKS		0
0.00	*CANCELLED CHECKS		0

2,203.49 **TOTAL FOR CHECK FORM

NON-NEGOTIABLE CHECKS

0.00	*DIRECT DEPOSIT STUBS		0
0.00	*VENDOR DIR DEP STUBS		0

PERIOD 2 DATING 8/31/2020- 9/13/2020 CHECK DATE 9/18/2020
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
48217	180.00	CLOCEA	4	1 VENDOR STUB ONLY
48218	728.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
48219	219.66	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
48220	4,432.35	ENNIS/ADAM	206	1 STUB ONLY
48221	2,478.71	ONEAL/SHONNA N	203	1 STUB ONLY
48222	1,323.68	HERNANDEZ/XOCHITL	306	1 STUB ONLY
48223	1,383.26	IBARRA/MARLENE	302	1 STUB ONLY
48224	457.27	SANCHEZ/CESILIA	307	1 STUB ONLY
48225	3,307.74	TAVAREZ/CHRISTOPHER	309	1 STUB ONLY
48226	1,999.39	SEE/EEKHONG	304	1 STUB ONLY
48227	1,201.66	CARRETERO/VANESSA	402	1 STUB ONLY
48228	2,424.00	CORREA/GABRIEL JR	436	1 STUB ONLY
48229	1,395.93	CULLUM/TRENT	444	1 STUB ONLY
48230	2,316.08	DURKEE/MARK	404	1 STUB ONLY
48231	1,579.16	ECHEVARRIA/TYLER J	443	1 STUB ONLY
48232	2,228.19	FERNANDEZ/CESAR	434	1 STUB ONLY
48233	2,075.43	FRICK/JOCELYNN LEANN	433	1 STUB ONLY
48234	0.00	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
48235	1,549.04	GUZMAN/TIMOTHY CHARLES	410	1 STUB ONLY
48236	3,356.38	HALL/JOHN T	406	1 STUB ONLY
48237	1,579.13	HAMPTON/JUSTIN	446	1 STUB ONLY
48238	2,564.99	INGLEHART/BRETT A	411	1 STUB ONLY
48239	2,285.77	KNOX/MARK	442	1 STUB ONLY
48240	1,087.57	MACLEAN/JANET L	413	1 STUB ONLY
48241	1,438.50	SALINAS/ALEXANDER	419	1 STUB ONLY
48242	1,871.56	WALKER/PAUL	425	1 STUB ONLY
48243	2,410.04	YARBER/ISABEL	422	1 STUB ONLY
48244	1,249.41	ALDRIDGE/GARY	618	1 STUB ONLY
48245	1,394.72	ARROYO/MARIE	623	1 STUB ONLY
48246	1,269.67	BRASSFIELD/TRAVIS	619	1 STUB ONLY
48247	1,844.68	ESPINOLA/DANIEL M	602	1 STUB ONLY
48248	1,469.13	HUGGINS/KYLE AARON	621	1 STUB ONLY
48249	2,832.97	QUALLS/DAYMON	607	1 STUB ONLY
48250	1,427.22	RAMIREZ/JUAN	608	1 STUB ONLY
48251	213.35	WENDT/EDDIE	626	1 STUB ONLY
48252	1,235.15	CARTER/AMY JO	502	1 STUB ONLY
48253	1,375.74	MILLAN/MARCUS	622	1 STUB ONLY
48254	908.11	MILLER/JAMES	624	1 STUB ONLY
48255	704.88	MIRWALD/PHILIP	625	1 STUB ONLY
48256	1,184.32	QUIROZ/PATRICK P	512	1 STUB ONLY
48257	1,747.03	HAYES/CURTIS W	437	1 STUB ONLY

**City of Exeter
Agenda Item Transmittal**

Meeting Date: October 13, 2020

Agenda Item Number: H4

Wording for Agenda: Affirm \$40,000 in emergency repairs performed on Well E6-W by Kaweah Pump, Inc., of Visalia, CA.

Submitting Department: Public Works
Contact Name: Daymon Qualls
Phone Number: 559.592.3318
Email: dqualls@exetercityhall.com

Department Recommendation:
Staff recommends that Council affirm \$40,000 in emergency repairs performed at Well E6-W by Kaweah Pump, Inc., of Visalia, CA

Summary/Background:

Upon reactivating Well E6-W in September of 2018, staff noticed a slight equipment vibration. The investigation determined the downhole pump equipment was starting to deteriorate but did not warrant immediate removal of the pump. Since the additional production was needed for the system at that time, it was decided to keep the well in operation but continue to monitor the situation and take action when the condition appeared to require repair. In addition, the Water Master Plan Update was underway and, once completed, could provide more insight to the entire system and the improvements needed in the future.

The equipment vibration continued to worsen and in May of this year, in anticipation of increased water demand in the summer, the decision was made to repair the pump equipment because it was likely to fail soon. This well had been identified in the Water Master Plan Update as having the potential for increased production by upgrading the well and \$115,000 had been budgeted in the Capital improvement Plan for the work. However, time constraints due to high summer water consumption didn't allow for full upgrades to occur at this time only the repairs.

Bids for removing the pump, inspecting and cleaning the well were requested from Willits Pump Co., CJ Hammer, and Kaweah Pump, Inc., with CJ Hammer failing to submit a bid. The low bidder was Kaweah Pump at just under \$20K. Since the needed repairs could not be determined prior to removing the pump and inspection, staff anticipated additional repair costs. The pump was removed from the well and all components inspected. The pump bowl assembly was inspected and determined to be of the proper design and not needing repair. Several of the shaft bearings had failed, two catastrophically, which was the reason for the excessive vibration. While material was on order, and inspection of the column and shaft were underway, a video of the well was collected and a light cleaning scheduled, all of which are standard procedure. A post cleaning video indicated damage to the well casing in three locations. These casing failures were patched, and the casing returned to a usable condition. The additional costs to replace the bearings and repair the well casing was an additional \$20K for a total cost of \$40,000. Attached to this report is a detailed invoice provided by Kaweah Pump, Inc.

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**City Administrator
(Initials Required)**

AE

Repairs were completed and the well placed in service on July 15, 2020. A post repair Hydraulic Test performed by Southern California Edison shows the well producing approximately 750 gallons per minute and operating efficiently. The previous production of this well was 611 gallons per minute, so the repairs increased the well production by about 139 gallons per minute.

Based on the condition of this well and the results of the Water Master Plan Update, staff will continue to plan and budget system improvements to increase reliability and allow for future expansion of the system.

Fiscal Impact: \$115,000 was programmed in the FY 2020/2021 Capital Improvement Program budget for evaluation and rehabilitation of this well (Well E6-W). This repair with a total cost of \$40,000 is less than originally budgeted and the remainder of the appropriation will be released back into the Water Fund at the end of the fiscal year 2020/2021 for use as needed in other capital projects.

Prior Council/Board Actions: None

Attachments: Invoice from Kaweah Pump, Inc.

Recommended motion to be made by Council/Board: I move to affirm \$40,000 in emergency repairs performed at Well E6-W by Kaweah Pump, Inc., of Visalia, CA.



15499 AVE 280
 VISALIA, CA 93292
 PHONE (559) 747-0755
 FAX (559) 747-3881

Invoice

GENERAL ENGINEERING CONTRACTOR
 LICENSE #826935

Date	Invoice #
8/30/2020	34178

CITY OF EXETER
 PO BOX 237
 EXETER, CA 93221

Please Deduct \$ 756.00
If Paid By 9/25/2020



LOCATION:

P.O. No.	Terms	Project
	UPON RECEIPT	20-05-105 W...

Quantity	Description	Rate	Amount
1	NACHI ANGULAR CONTACT BEARING	EA	590.53T
1	KOYO RADIAL BEARING	EA	82.20T
1	US 2.0" SIGHT GLASS WITH REFLECTOR	EA	76.13T
1	T32 SHELL TURBO	EA	58.40T
1	COMPRESSOR RENTAL	EA	555.25T
4	1-1/4" X 10T X 3-1/4" THREADED COUPLING	EA	200.00T
24	1-1/4" X 2" RUBBER INSERT	EA	400.00T
1	10" X 8" J STEEL COLUMN BUSHING	EA	658.33T
7	PART B LINERS	EA	2,000.00T
8.5	1-1/4" 416 SS LINE SHAFT	FT	180.63T
1	1-1/4" HEAD SHAFT NUT	EA	75.68T
1	1-1/4" 10LH SHAFT CPLG CARBON	EA	33.33T
1	1/4" X 1-1/2" GIBB KEY	EA	7.32T
100	10" .279 T&C COLUMN PIPE	FT	4,000.00T
	TOTAL MATERIAL		8,917.80

TERMS: DUE UPON RECEIPT
1 1/2% PER MONTH LATE FEE ON ALL OVERDUE BALANCES
BILLING QUESTIONS CALL: 559-747-0755

PLEASE NOTE: A CONVENIENCE FEE OF 3% WILL BE ASSESSED TO EACH DEBIT/CREDIT CARD TRANSACTION.

Total
Payments/Credits
Balance Due



15499 AVE 280
 VISALIA, CA 93292
 PHONE (559) 747-0755
 FAX (559) 747-3881

Invoice

GENERAL ENGINEERING CONTRACTOR
 LICENSE #826935

Date	Invoice #
8/30/2020	34178

CITY OF EXETER
 PO BOX 237
 EXETER, CA 93221

Please Deduct \$ 756.00
If Paid By 9/25/2020

WE ACCEPT THESE MAJOR CREDIT CARDS

WE ACCEPT :



LOCATION:

P.O. No.	Terms	Project
	UPON RECEIPT	20-05-105 W...

Quantity	Description	Rate	Amount
	Mobilized to jobsite and pulled 240 Ft of waterlube turbine. Brought column pipe, shafts, discharge head, and motor in for inspection. Performed well survey, brushed and swabbed well. Airlifted well from 380 Ft to 400 Ft. Blew debris out of well into tank. Took apart pump end and inspected. Assembled bowls and replaced all rubber bearings. Took apart motor and installed new bearings. Cleaned, dipped, and baked new motor. Mobilized swage crew to jobsite, set patches at 272 Ft, 294 Ft, and 315 Ft. Ordered new material, loaded up, and mobilized to jobsite. Installed 40 Ft suction and set pump at 240 Ft. Installed new check valve provided by the customer. Connected discharge and electrical. Verified rotation, set lateral, and ran turbine. Checked voltage and amps, job completed.		
	TOTAL LABOR		30,391.07
	CA SALES TAX (7.75%)		691.13

TERMS: DUE UPON RECEIPT
1 1/2% PER MONTH LATE FEE ON ALL OVERDUE BALANCES
BILLING QUESTIONS CALL: 559-747-0755

PLEASE NOTE: A CONVENIENCE FEE OF 3% WILL BE ASSESSED TO EACH DEBIT/CREDIT CARD TRANSACTION.

Total	\$40,000.00
Payments/Credits	\$0.00
Balance Due	\$40,000.00

**City of Exeter
Agenda Item Transmittal**

Meeting Date: October 13, 2020

Agenda Item Number: H5

Wording for Agenda: Authorize the City Administrator to execute a 12-month agreement for as needed temporary staffing services for up to \$80,000 annually for the City with Robert Half International, Inc. (Visalia Branch), with option of up to four (4) one-year renewal terms for staffing needs in times of prolonged absences of regular employees.

Submitting Department: Finance, Administration
Contact Name: Chris Tavarez, Finance Director
Shonna Oneal, City Clerk/HR Manager
Phone Number: 592-2755
Email: ctavarez@exetercityhall.com

For action by:
 City Council

Regular Session:
 Consent Calendar
 Regular Item
 Public Hearing

Review:

**City Administrator
(Initials Required)**

AE

Department Recommendation:

City staff recommends that City Council authorize the City Administrator to execute a 12-month agreement for as needed temporary staffing services for up to \$80,000 annually for the City with Robert Half International, Inc. (Visalia Branch), with option of up to four (4) one-year renewal terms for staffing needs in times of prolonged absences of regular employees.

Summary/Background:

The Finance Department currently has an immediate temporary staffing need that could last several months and it is possible other needs may arise throughout the years. Staff considered several staffing agencies used by other cities in the County and sought proposals from two recommended agencies. Upon review Robert Half International, Inc from their Visalia Branch is able to provide services needed for the City at a cost similar to other agencies and provide specialized screening best suited for the needs of the City.

The temporary staffing used under this contract would provide for temporarily filling full time regular positions when a full time regular employee is out on an extended leave or has left the position, requiring a several week process to permanently backfill the position. City Council has already budgeted for the regular full time staffing that would be filled by any temporary employees acquired under this contract. These temporary services would be paid for from budget savings within the existing budget authority due to salary savings from the regular full-time employee vacancies, allowing hiring of temporary staff to keep City operations going in a sustainable way.

It is unknown exactly how much the service will be used annually. However during times of need a temporary employee could be used up to a full-time (40 hours weekly) in order to keep City operations running at necessary levels of efficiency and quality and not causing undue or unrealistic burden to remaining regular full-time staff. Having this agreement in place will allow fulfillment of staffing needs as timely as possible in order to sustain essential services for the City. The contracted agency has already pre-screened candidates who are eligible and able to start work quickly thereby reducing the impacts to City operations.

Fiscal Impact: This agreement would not add additional spending to beyond what has already been budgeted by the Council. It would be a net zero impact to the City's budget. Savings realized by regular employees' absences would cover the costs for temporary staffing to come in. Staff believes the maximum this agreement would pay out is \$80,000 annually but typically would be well below this amount based on the anticipated need.

Billings rates would be variable based on the type of position being filled. For purposes of the immediate need in Finance, an employee hired at the base rate of pay of \$18.70 would be billed at \$33.92 per hour to cover direct and indirect employee costs (indirect costs would not be the City's burden). This rate is equivalent to the rate the City would pay for a full-time regular employee. Robert Half's billing rate is inclusive of the hourly pay rate for the candidate, as well as, all of the indirect costs and liabilities associated with hiring, such as sick hours, unemployment claims, workers compensation, health benefits, etc. In addition, the City would bear no long term retirement financial responsibility with a temporary employee as staff would plan to not exceed 960 hours of use under a CalPERS agency in a fiscal year which would trigger CalPERS costs.

Prior Council/Board Actions: None

Attachments: Customer Agreement

Recommended motion to be made by Council/Board:

I move to authorize the City Administrator to execute a 12-month agreement for as needed temporary staffing services for up to \$80,000 annually for the City with Robert Half International, Inc. (Visalia Branch), with option of up to four (4) one-year renewal terms.

RH Customer Agreement for Temporary Services

This RH Customer Agreement for Temporary Services (the "Agreement") governs transactions by which you retain the Services of Robert Half International Inc., doing business through its divisions Accountemps and OfficeTeam ("RH"), to assist City of Exeter ("you" or "your") in meeting its staffing needs.

Part 1 - General

1.1 Definitions

"Assigned Individual" means the individual assigned to you by RH.

"Branch" means the RH branch located at the address identified under the Robert Half International Inc. signature line of this Agreement.

"Services" means the provision of services by the Assigned Individual to you.

1.2 Agreement Structure

Additional terms for the Services are included in Exhibit A, which are attached to this Agreement. RH also provides additional terms for Services in documents called "job arrangement letters" which are also part of this Agreement. All transactions under this Agreement will have a job arrangement letter, which will be sent to you when RH provides Services to you. In order to initiate Services, you will provide RH with notice (e.g., via telephone, e-mail, facsimile, or mail) describing the Services you need in reasonable detail. RH will promptly reply to such request and indicate whether RH will or will not provide the requested Services. If RH elects to provide the requested Services, RH will send you a job arrangement letter.

If there is a conflict among the terms in the various documents, those of this Agreement prevail over those of a job arrangement letter. You accept the terms in a job arrangement letter by your approval of the Assigned Individual's weekly timesheet or electronic time record.

Services become subject to this Agreement when RH accepts your order by 1) sending you a job arrangement letter, or 2) providing the Services.

1.3 Charges and Payment

Amounts are due and payable as RH specifies in Exhibit A, including the fees payable for directly hiring Assigned Individuals and the fees payable if an Assigned Individual works overtime, e.g., in excess of 40 hours per week. You agree to pay accordingly, including any late payment fee.

1.4 Changes to the Agreement Terms

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from you (such as a purchase order) are void.

1.5 General Principals of Our Relationship

- a. Each party will maintain workers' compensation insurance and commercial liability insurance in the amount of \$1,000,000 per occurrence.
- b. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Assigned Individuals.
- c. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

1.6 Agreement Term

This Agreement will continue for a period of one year after the last date listed below, unless terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the payment obligations set forth in Section 1.3 above, and apply to each party's respective successors and assignees.

1.7 Warranties

EXCEPT AS SET FORTH IN EXHIBIT A, RH MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Part 2 - Services

2.1 Pre-Assignment Screening

If you require RH to perform background checks or other placement screenings of Assigned Individuals, you agree to notify RH prior to the start of services under this Agreement. RH will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If you request a copy of the results of any checks conducted on RH's Assigned Individuals, you agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

2.2 Scope of Assignment

You shall supervise Assigned Individuals providing services to you. You shall not permit or require Assigned Individuals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions

2.3 Cash Handling and Other Financial Transactions and Activities

If you permit or allow our Assigned Individual to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow an Assigned Individual to engage in the activities described in this paragraph, you will not permit or allow the Assigned Individual to handle more than (i) \$1,000 per day if you are a non-profit entity, or (ii) \$25,000 per day if you are a for-profit entity. Since RH is not a professional accounting firm, you agree that you will not permit or require Assigned Individual (a) to render an opinion on behalf of RH or on your behalf regarding financial statements; (b) to sign the name of RH on any document; or (c) to sign their own names on financial statements or tax returns.

2.4 Workplace Safety

It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Assigned Individuals working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit our Assigned Individual to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under your care, custody or supervision because of mental health impairments. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, you will notify RH immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if RH is legally required to initiate E-Verify verification procedures for any Assigned Individual. RH reserves the right to re-assign any Assigned Individual.

2.5 Operation of Vehicle and Equipment

RH does not authorize our Assigned Individuals to operate machinery (other than office machines) or vehicles. If you wish to permit our Assigned Individuals to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If you require Assigned Individuals to drive a vehicle owned by you or your employee, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit Assigned Individuals to: (i) make bank deposits, (ii) carry cash in excess of \$100, negotiable instruments or other valuables while driving, or (iii) carry passengers in the vehicle. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.

2.6 Remote Work

You may request that RH permit its Assigned Individuals to provide services to you remotely (i.e., from a location other than your offices) using your or RH's laptop and/or other computer or telecommunications equipment (the "Equipment"). You acknowledge and agree that RH shall have no control over (i) the logical or physical performance, reliability or security of the Equipment or related devices, network accessibility and availability, software and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual, or (ii) the security or integrity of, nor be responsible for backing up, the data and other information stored therein or transmitted thereby. You shall not permit Assigned Individual to (i) use RH equipment while on the premises of you or your customer, or (ii) save or store any of your files or other data on RH's Equipment nor on any software, services or tools provided by RH (including, but not limited to, any virtual desktop infrastructure or Microsoft Office 365 solution). You agree that RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

2.7 Claims

You agree to hold harmless, defend and indemnify Robert Half International Inc. and its subsidiaries, divisions and affiliates, including their respective employees, officers and directors (individually and together, "Robert Half") against any claim, demand or liability arising from your failure to comply with the terms of this Agreement, including, but not limited to, claims arising from any damage to goods, materials, or other items. You agree to be responsible for reporting any claim to RH in writing during or within ninety (90) days after the termination of the applicable assignment. RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless you reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

2.8 Confidentiality

The Assigned Individuals will execute any confidentiality agreement that you may require. You agree to be responsible for obtaining the Assigned Individual's signature. You agree to hold in confidence the identity of any Assigned Individual and the Assigned Individual's resume, social security number and other legally protected personal information, and you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

This Agreement is only applicable to, and the only Robert Half branch and divisions obligated under this Agreement are, the Accountemps and OfficeTeam divisions of the Branch. This Agreement and its job arrangement letter(s) are the complete agreement regarding these transactions and replace any prior oral or written communications between the Branch and you regarding these transactions.

By signing below, both parties agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement or job arrangement letter(s) made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services ordered under this Agreement are subject to it.

Agreed to:
City of Exeter

Agreed to:
Robert Half International Inc.

By _____
Authorized Signature

By _____
Authorized Signature

Name (type or print):

Name (type or print): Brenda Arnold

Date:

Date:

Customer address: 137 N F St, Exeter, CA 93221-1629

Branch address: 100 Willow Plaza, Suite 401, Visalia, CA 93291

After signing, please return a copy of This Agreement to the RH "Branch address" shown above.

Exhibit A

Assigned Individuals are assigned to you under the following additional terms:

1. **Guarantee** - RH guarantees your satisfaction with the Services of the Assigned Individual by extending to you a one-day (8 hours) guarantee (the "Guarantee Period"). If, for any reason, the Assigned Individual is not satisfactory to you, RH will not charge for the hours worked during the Guarantee Period, provided that you allow RH to replace the Assigned Individual. Unless RH is contacted by you before the end of the Guarantee Period, you agree that the Assigned Individual is satisfactory for the purposes of this guarantee.
2. **Bill Rates and Time Sheet** - Hourly rates for all assignments will be agreed on a case-by-case basis. Assigned Individual will present a time sheet or an electronic time record to you for verification and approval at the end of each week. RH will bill you weekly for the total hours worked; RH's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by you. In the event that RH's invoices are not paid by you when due, you agree to pay all of RH's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RH may, at RH's option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a fee for the provision of equipment or technology, if you request that Assigned Individual use equipment or technology provided by RH. RH may also increase RH's rates to reflect increases in RH's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs. RH will provide written or verbal notice of technology charges and/or increases in rates. Any increase in rates will be prospective, starting as of the effective date RH specifies.
3. **Overtime** - If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
4. **Hiring the Assigned Individual** - After you evaluate the performance and potential of an Assigned Individual on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee. The conversion fee is payable if you hire the Assigned Individual, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if the Assigned Individual is hired by (i) a subsidiary or other related company or business as a result of your referral of the Assigned Individual to that company or (ii) one of your customers as a result of the Assigned Individual providing services to that customer.

The conversion fee will be owed and invoiced upon your hiring of the Assigned Individual, and payment is due upon receipt of the invoice. The same calculation will be used if you convert the Assigned Individual on a part-time basis using the full-time equivalent salary.

The conversion fee will equal a percentage of the Assigned Individual's aggregate annual compensation, including bonuses:

Hours Bills and Paid	Conversion Rate
0 up to 160 hours	25%
161 hours to 320 hours	20%
321 hours to 480 hours	15%
481 hours to 640 hours	10%
641 hours to 800 hours	5%
More than 800 hours	Minimum conversion fee of \$1,500

**City of Exeter
Agenda Item Transmittal**

Meeting Date: October 13, 2020

Agenda Item Number: 11

Wording for Agenda: Public Hearing to adopt Resolution 2020-42 approving the 2020/2021 State Cops Grant Proposed \$100,000 Spending Plan to complete the purchase of six replacement police vehicles and partially support (about 25%) of an officer position per the approved budget with any remaining funds used for frontline law enforcement services such as positions and equipment/technology upgrades.

Submitting Department: Police
Contact Name: Chief Hall
Phone Number: 592-3103 ext. 2001
Email: jhall@exeterpd.com

For action by:
 City Council

Regular Session:
 Consent Calendar
 Regular Item
 Public Hearing

Review:

**City Administrator
(Initials Required)**

AE

Department Recommendation:

That the 2020/2021 COPS Grant in the amount of \$100,000 be allocated towards completing the purchase of six replacement police vehicles and partially support (about 25%) of an officer position per the approved budget with any remaining funds used for frontline law enforcement services such as positions and equipment/technology upgrades.

Summary/Background:

Each year the Exeter Police Department is eligible for \$100,000 in AB 3229 (COPS) grant funds from the State of California. These funds can be used for a variety of purposes provided they are to further the law enforcement mission and will enhance public safety. Two of the requirements in receiving these funds is that a public hearing is held and that the City Council pass a resolution on how the funds will be spent.

In accordance with these requirements public notice was made regarding the public hearing being held as part of this agenda item. This notice was made and was published in the Sun Gazette Newspaper on September 30, 2020.

It is the recommendation of the Exeter Police Department that this fiscal year's funds be allocated towards completing the purchase of six replacement police vehicles and provide partial support (about 25%) of an officer position with any remaining funds used for frontline law enforcement services such as positions and equipment/technology upgrades as outlined in the City's fiscal year 2020/2021 budget. The vehicles are essential to the Department's ability to effectively respond to calls for service, conduct patrol/investigative/administrative functions, and provide other necessary police services. It should be noted that at the City Council meeting held on July 10, 2018, Council authorized the purchase of the six replacement police vehicles with the expectation that the 2020/2021 COPS Grant would be applied towards completing that purchase. Payments for the vehicles were anticipated to be paid over 3 years and this would be the final year. This funding is also budgeted to partially support the retainment of one Police Officer leveraged with other grant funding. Any remaining funding would be used for frontline law enforcement services such as positions and equipment/technology upgrades subject to Council approval in compliance with the City's Purchasing Policy.

Fiscal Impact: This action will authorize funding previously proposed for budgeted police vehicle replacement purchases, about 25% of a police officer position and other frontline law enforcement services and equipment.

Prior Council/Board Actions: On July 10, 2018, and October 8, 2019, Council authorized using the 2018/19 and 2019/2020 COPS Grant funding for the purchase of replacement police vehicles and about 25% of a police officer position with any remaining funds used for frontline law enforcement services such as positions and equipment/technology upgrades.

Attachments: Resolution 2020-42

Recommended motion to be made by Council/Board: I move to adopt Resolution 2020-42 as presented.

RESOLUTION 2020-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER, CALIFORNIA
APPROVING 2020/2021 STATE COPS GRANT PROPOSED SPENDING**

WHEREAS, The City of Exeter applied for and has been approved to receive the COPS State Grant of \$100,000; and,

WHEREAS, the Grant Advisory Board has reviewed the application and proposed expenditure of “COPS” State Grant funds; and,

WHEREAS, the City Council held a duly-noticed public hearing on October 13, 2020, requesting public input on the proposed use of said grant funds.

NOW, THEREFORE, BE IT RESOLVED, BY THE EXETER CITY COUNCIL THAT FUNDS FROM SAID 2020/2021 COPS STATE GRANT BE UTILIZED AS RECOMMENDED BY THE CHIEF OF POLICE AS FOLLOWS:

1. **Complete purchase of six replacement police vehicles and provide partial support (about 25%) of a police officer position with any remaining funds used for frontline law enforcement services such as positions and equipment/technology upgrades.**

Passed, approved, and adopted this 13th day of October 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

Attest:

City Clerk

**City of Exeter
Agenda Item Transmittal**

Meeting Date: October 13, 2020

Agenda Item Number: 12

Wording for Agenda: Authorize additional purchasing authority of 9.31%, for up to a total of 19.31% (\$249,426.80), of the construction contract with AJ Construction of Fresno, CA, for contingency to the Public Works Director, contingent upon City Administrator approval, and appropriate an additional \$107,327 from the Measure R Fund (131) for current and projected change orders on the E. Palm Street Reconstruction Project.

Submitting Department: Public Works
Contact Name: Daymon Qualls
Phone Number: 559.592.3318
Email: dqualls@exetercityhall.com

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**City Administrator
(Initials Required)**

AE

Department Recommendation:

Staff recommends that Council approve this item as presented.

Summary/Background:

When this project was originally designed, the City anticipated being limited to its annual local street monies to fund the improvements, with no funding from other sources. Because of the constrained budget, the design focused on the minimum required improvements to complete repaving of the roadway. The City later received an additional \$750,000 in federal funds from the Surface Transportation Program (STP) to use towards the project.

At its regularly scheduled meeting on May 19, 2020 the Council awarded a contract to AJ Excavation in the amount of \$1,291,819 for construction of the E. Palm Street Reconstruction Project, STPL-5195(022). The project bid at a lower cost than previously budgeted for and the remainder (approximately \$300,000) was used to budget for future projects in the CIP list included in the recently approved budget. Council approved an appropriation of \$1,626,000 from Measure R (131) which includes the federal STP funds as shown in the Capital Improvement Program to cover the construction bid price, construction management and construction engineering costs. The construction for this project is funded by federal (STP) funds and Measure R Local funds.

As the contractor began the demolition work, various unforeseen conditions and additional needed work was identified. Deterioration of some concrete and storm drainage components required additional work and/or replacement. Parts for some of the current older structures were obsolete requiring crews to use alternative components and construction methods. Such changes required the processing of change orders to properly construct the project.

At its regularly scheduled meeting on July 28, 2020 the Council authorized purchasing authority of up to 10% of the construction contract (\$129,182) for contingency to the Public Works Director, contingent upon City Administrator approval, for potential change orders on the project. As staff explained as part of the Council agenda item, there are daily costs associated with having the contractor on-site and it's imperative to keep construction of the project moving forward, without unnecessary delays. To accomplish this, staff must have the ability to make

quick and decisive decisions in the field based on given circumstances. At that time staff indicated that additional work beyond the 10% may be needed for the project and that staff would return to Council if or when that occurred.

Since that time the contractor has encountered additional unforeseen conditions within the project area. In many cases, these conditions required further re-design work and contract change orders. Several issues have also been identified that were not specified in the construction plans, nor were they included in the original scope of work. Over the past three years site conditions within the defined project area appear to have worsened, requiring more extensive work in certain areas to ensure proper storm water drainage and long-term sustainability of the reconstructed roadway. Proper storm water drainage is critical to the life of a roadway. If not addressed properly, the life of the roadway will be shortened and the cost effectiveness of this project diminished.

In addition, staff has identified additional improvements that should also be made at this time to provide for a more complete project. Staff believes that with the addition of federal STP funding, the City should address other needed improvements within the project area such as street storm drainage corrections and improved ADA accessibility. In addition, replacing the paving within the railroad right-of-way between F and G Streets has become an opportunity that the City had not anticipated to be possible. This project provides a prime opportunity to accomplish this and further provide for a complete project between G Street and Kaweah Avenue.

Table 1 shows the Proposed Change Order log for this project. Staff has closely scrutinized each proposed change order to evaluate its necessity and cost effectiveness. Explanations have been provided for each proposed change order, along with estimated costs where finalized costs are not yet known. Staff also added an estimated contingency amount to project future additional unforeseen conditions as much as possible at this time.

Table 1
E. Palm Street Reconstruction Project.
Proposed Change Order Log

PCO #	Description	Type	PCO Status	Work Status	Proposed Cost
1	Additional Curb and Gutter, Sidewalk and Retaining Curb - Approximately 415 feet of curb and gutter and 450 square feet of sidewalk had to be removed because it was in bad condition or draining the wrong way. Also, approximately 333 feet of retaining curb was added to better retain existing landscaping. This cost includes demolition and installation.	CofS	Approved	Work almost Complete	\$46,949.79
2	Dowel Detail Changes, Bus Pad Changes, Storm Drain Covers - Dowels had to be epoxied into the existing concrete curbing, Bus Pad was updated to match current Visalia Transit Standards, and Storm Manholes on face Drain Inlets needed to be replaced.	CofS	Approved	Bus Pad work is ongoing	\$15,823.69
3	Sewer Lateral at NE Corner of G Street - There was an existing sewer condensate line that was broken and leaking at the northeast corner of G Street. Lateral had to be replaced.	UN	Approved	Complete	\$4,193.48
4	Not expecting this to be used				

5	3 Drain Inlet Replacements - During construction 3 drain inlets were found with existing damage and required replacement. This cost is to remove and replace the inlets.	CofS	Approved	Complete	\$8,968.06
6	Sinkhole Repair just east of C Street - There was an existing sinkhole at the SE corner of C street. It was excavated and backfilled with slurry.	UN	Approved	Complete	\$5,455.77
7	Frontier Potholing Work - Contractor completed their potholes per contract requirements and some additional potholing needed to be done to determine if Frontier lines were deep enough. This work was done on force account.	UN	Approved	Complete	\$2,102.43
8	Not expecting this to be used				
9	Street Section Modification - Street section was changed to be 6.5" HMA/16" FDR to save money. There is a \$25,851.64 addition for FDR and an estimated \$54,131.00 savings for a net decrease in cost as shown. The actual savings will be determined after asphalt paving is complete.	CofS	Approved	Work is ongoing	(\$28,279.36)
10	RR Improvement Work - The original plans showed the pavement replacement stopping at the railroad right of way line leaving the deteriorated pavement in the roadway. Staff has been working with the RR and contractor to remove and replace this pavement as part of the project. This is the estimated cost in the railroad right of way approximately 4,206 square feet of pavement replacement.	CofS	Pending	Work to start at the end of October	\$50,000.00
11	SW Corner F Street ramp and C&G - The original ramp brought the pavement up to be flush with curb level. This is the site for a possible future City facility, so a current curb ramp was installed, and curb and gutter was installed from the ramp to the RR tracks to provide proper drainage and prevent large vehicles from parking on City property.	CofS	Approved	Complete	\$12,412.27
12	Not expecting this to be used				
13	SW & SE Corner B Curb Return Changes - It was discovered during construction that there were drainage issues on the south half of the intersection. The design engineer provided an updated plan with a storm cross drain and drain inlets, and this was the cost to complete the work.	CofS	Approved	Complete	\$22,360.00
14	2 Additional Alleys - The alley on the north side of Palm between F and E and on the south side of Palm between B and C had extensive damage that would negatively affect the new road and had to be replaced.	CofS	Approved	Almost Complete	\$15,916.30
15	Possible Project Delay Costs - The Gas company had to lower all of the service laterals in the roadway and many of the alley crossings because they were too shallow for the new street section. This caused a 2-week delay in the	UT	Pending		\$27,568.94

	schedule and the contractor is requesting delay cost reimbursement. City staff is currently negotiating with the contractor. The cost shown is what the contractor has submitted.				
16	Quarter Crown Pavement Modifications - Some of the roads have significant quarter crowns that would make transitions to the new Palm roadway difficult. Design Engineer looked at these situations and extended some of the pavement replacement limits to make smoother transitions.	E&O	Approved	Work ongoing	\$12,812.80
17	Sewer Brick Manholes - The existing sewer manholes were found to be made of brick which can be difficult to lower and raise to final grade. This is an estimated cost allocation for this changed condition type of situation.	UN	Pending	Work ongoing	\$7,000.00
18	Remove Abandoned Gas Lines - Gas Co is removing an abandoned 2" gas system that was found to be 10"-20" deep and that would be in the new street section. No anticipated cost to the City.			Work Ongoing	\$0.00
19	Concrete Cap on SD Lines - It was discovered that the storm drain lines in Palm were shallow requiring concrete saddles to be installed over them to prevent damage from construction equipment and traffic loading.	E&O	Approved	Work ongoing	\$22,930.66
20	Repair of SD Line from CVIN Main Break - It was discovered that CVIN bored through an existing City storm main at E street. The cost for the repair is \$1,457.97 but CVIN is supposed to be reimbursing the City for this work.	UT	Approved	Work starting at the end of October	\$1,457.97
21	North A-B Alley Repair - The City directed AJ Excavation to make repairs to this alley approach after the City Contractor Lyle's completed the water main lowering.	UT	Approved	Complete	\$1,754.00
	Recommended Additional Unforeseen Condition Allocation - Due to the high level of unforeseen situations on this project staff is recommending that Council include this additional allocation for possible costs that may arise during street construction work.	UN	Pending		\$20,000.00
	Est Project Change Order Total				\$249,426.80

Table 2 shows a breakdown of the change orders by type. As shown in this table 11.2% of the referenced change orders were a result of City requested changes in the contractor's scope of work. This means that the majority of the total change orders were issued to facilitate additional improvements that were not originally included in the construction contract, providing for a more complete project.

Table 2
Change Order Breakdown by Type

Description	% of Original Project Cost	Cost
CofS - Change of Scope Additions to the Project	11.2%	\$144,150.75
UT - Utility Related	2.4%	\$30,780.91
UN - Unforeseen Conditions	3.0%	\$38,751.68
E&O - Errors and Omissions	2.8%	\$35,743.46

Total COs \$249,426.80

For the above reasons staff is requesting that Council authorize additional purchasing authority of 9.31%, for a total up to 19.31% of the construction contract (\$249,426.80), for contingency to the Public Works Director, contingent upon City Administrator approval, for potential change orders on the E. Palm Street Reconstruction Project.

Fiscal Impact: Construction of this project is being funded by \$750,000 of federal Surface Transportation Program funds and Measure R Local funds budgeted in the Measure R Fund (131). There is currently \$1,626,000 available for construction. An additional appropriation of \$107,327 from Measure R Local funds is needed for these necessary change orders, bringing the total project appropriation to \$1,733,327. Council may need to delay other projects budgeted in the Measure R Fund and programmed in the City's Capital Improvement Program as this appropriation was not originally taken into account.

Prior Council/Board Actions:

May 19, 2020 - Council awarded the construction contract to AJ Excavation in the amount of \$1,291,819, awarded CM/RE contract to 4 Creeks in the amount of \$190,715.99, and approved an appropriation of \$230,000 from Measure R Local funds (131).

July 28, 2020 – Council authorized purchasing authority up to 10% of the construction contract (\$129,182) for contingency to the Public Works Director, contingent upon City Administrator approval, for potential change orders on the E. Palm Street Reconstruction Project.

Attachments: None

Environmental Clearance: This project has been reviewed by Staff for environmental compliance and was found to be exempt under the California Environmental Quality Act (CEQA). Additionally, the State determined that this project has no significant impacts on the environment as defined by the National Environmental Policy Act (NEPA) and, as such, is categorically excluded from the requirements to prepare an environmental assessment (EA) or environmental impact statement (EIS) under the National Environmental Policy Act.

Recommended motion to be made by Council/Board: I move to authorize additional purchasing authority of 9.31%, for a total up to 19.31% (\$249,426.80) of the construction contract with AJ Construction of Fresno, CA, for contingency to the Public Works Director, contingent upon City Administrator approval, and appropriate an additional \$107,327 from the Measure R Local Fund for current and projected change orders on the E. Palm Street Reconstruction Project.

**City of Exeter
Agenda Item Transmittal**

Meeting Date: October 13, 2020

Agenda Item Number: I3

Wording for Agenda: Approve construction contract change order with Lyles Utility Construction LLC of Fresno for water line lowering and transfer an appropriation of \$12,679 in the Water Fund from capital project account Well E6W Rehabilitation (105.461.080.005) to Water Main Line Replacement (105.461.080.042) in fiscal year 20/21 to fund the change order.

Submitting Department: Public Works
Contact Name: Daymon Qualls
Phone Number: (559) 592-3318
Email: dqualls@exetercityhall.com

For action by:
 City Council

Regular Session:
 Consent Calendar
 Regular Item
 Public Hearing

Review:

**City Administrator
(Initials Required)**

AE

Department Recommendation:

Staff recommends that Council approve the construction contract change order and appropriation as presented.

Summary/Background:

At its regularly scheduled meeting on September 8, 2020, the Council awarded a construction contract to Lyles Utility Construction, LLC. of Fresno in the amount of \$71,543 to lower and replace sections of water mainline at two locations across Palm Ave (at the alley between A Street and B Street and the alley between B Street and C Street) and appropriate \$78,697 from the Water Fund (105) including a contingency amount of \$7,154.

As explained at the September 8th meeting, the contractor performing the work on the E. Palm Street Reconstruction project had encountered, among other shallow utilities, the above City waterlines located within the project area that were too shallow for the full depth asphalt reclamation work and alley approach improvements to proceed as planned. For this reason, the waterlines had to be lowered for the project to continue without delay.

As the work on the waterline lowering project got underway, it was discovered that adding an additional water valve just north of the alley approach between A Street and B Street would give crews the ability to isolate the section of waterline to be lowered, without shutting down several residential water services for an estimated two days. The additional valve would also allow crews to more effectively isolate sections of the water system north and south of Palm. For these reasons, the City Administrator approved Change Order No. 001 in the amount of \$4,896.38 for the installation of a new 4" water distribution valve in the alley between A Street and B Street. This took the total contract amount up to \$76,439.38, which was well within the Council approved contingency amount for the project.

As the work continued, the contractor encountered a variety of unforeseen conditions that required immediate decision making. Due to an existing high-pressure gas line, and the required clearance between the gas line and the water line, crews had to dig much deeper than originally anticipated to lower the water line. Because of this, additional 45-degree fittings had to be added in order to bring the pipe back up to grade and make the tie-in at the existing water main.

This drastically slowed down the new water line installation and resulted in several additional hours of labor.

Additionally, the original plans called for a connection to the existing water main. However, when the existing waterline was exposed, it was discovered that part of the line was 6"; not 4" as shown on the plans. Rather than leaving a small section of 4" water line, staff made the decision to install the entire run (including the point of connection) as new 6". This resulted in some additional material and labor costs.

The original plans also called for a connection to the existing water main. However, when the existing water main was exposed, it was discovered that part of the existing water line was sitting directly on top of a gas service. Due to the lack of clearance between the two lines, there was insufficient room for the contractor to install the necessary fittings. Subsequently, the water line had to be re-routed, away from the gas line. This required several extra man hours and additional fittings which resulted in added costs.

Original Contract Amount: \$71,543.00

Authorized Contingency: \$7,154.00

Total Authorized: \$78,697.00

Change Order Within Approved Amount:

Issue	Reference	Amount
CO 001	Added 4" water distribution system valve	\$4,896.38

Change Order Over and Above Approved Amount:

Issue	Reference	Amount
CO 002	Additional depths	\$5,480.45
	New 6" tee and material changes from 4" to 6"	\$4,576.72
	New 8" tee due to gas line being in the way	\$4,879.13

Total Contract Amount Including Change Orders: \$91,375.68

Total Contract Amount Exceeding Approved Contingency: \$12,678.68

Fiscal Impact: With this authorization an appropriation transfer of \$12,679 would be taken from available balance in project Well E6W Rehabilitation (105.461.080.005) to the Water Main Line Replacement Project (105.461.080.042) currently programmed in the City's Capital Improvement Program (CIP) in the Water Fund (105).

Prior Council/Board Actions: At its regularly scheduled meeting on September 8, 2020, the Council awarded a construction contract to Lyles Utility Construction, LLC. of Fresno in the amount of \$71,543 to lower and replace sections of water mainline at two locations across Palm Ave (at the alley between A Street and B Street and the alley between B Street and C Street) and appropriate \$78,697 from the Water Fund (105) including a contingency amount of \$7,154.

Attachments: None

Environmental Clearance: Not applicable to this project

Recommended motion to be made by Council/Board: I move to approve the construction change order with Lyles Utility Construction LLC of Fresno as presented and transfer an appropriation of \$12,679 from project 105.461.080.005 to project 105.461.080.042 for fiscal year 2020/2021 to fund the change order.