

CITY OF GUADALUPE 918 Obispo Street Guadalupe, CA 93434 P: (805) 356-3895 F: (805) 343-0542 Finance Department

Memorandum

To:

Cruz Ramos, City Administrator

From:

Annette Muñoz, Finance Director

Subject:

Treasurer's Report – March 2017

Date:

April 20, 2017

This memo explains the changes in the monthly Treasurer's report for March 2017 compared to the prior month. March cash decreased by approximately \$6,000 due primarily to:

- \$137,291 received from the State of Calif for reimbursement of Al's Union underground tank remediation.
- \$85,611 received from the State of Calif for a Community Corrections Grant.
- \$45,975 received from developers for developer fees and consultant service reimbursement.
- \$45,349 paid to CCWA for quarterly payment of variable and DWR costs.
- \$69,132 paid to Fisher Construction for ADA ramp & valve replacement project.
- \$68,357 paid to Hall, Hieatt & Connely for Olivera Street.
- \$71,297 paid to V. Lopez for USDA grant for Tognazzini Well.
- \$20,737 paid to Michael K. Nunley for USDA grant for Tognazzini Well.

Treasurer's Report Investments and Cash as of March 31, 2017

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Local Agency Investment Fund ("LAIF") Account 98-42-346		3,387,203.38
Total Investments		
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Cash	
Checking Account 155-503815 ("Warrant Account")	149,039.79
Checking Account 155-003261 ("Payroll Account")	 6,105.46
Total Cash	\$ 155,145.25

^{*}Actual ending balances reconciled to Bank Statements

Non-Commingled and Trust-Account Funds	
USDA/RUS-HWY One Water/Sewer Pipeline Account 280-0389711	<u>\$100.00</u>
Total Non-commingled and Trust Funds	\$100.00

The following is a summary of the City's cash and investments as of March 31, 2017 compared with the prior month.

Investments and Cash	February 28, 2017	March 31, 2017
Investments	3,107,203.38	3,387,203.38
Cash	441,160.18	155,245.25
Total	\$ 3,548,363.56	\$ 3,542,448.63

^{**} Total Cash and Investments agree to General Ledger.

Note 1: Monies held in the non-commingled and trust accounts are required to be kept separate from all other city funds.

Submitted: __4/19/2017 by:

Petrona Amido P. Minido

City Treasurer

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001

www.treasurer.ca.gov/pmialaif/laif.asp April 19, 2017

CITY OF GUADALUPE

CITY TREASURER 918 OBISPO STREET GUADALUPE, CA 93434 **PMIA Average Monthly Yields**

Account Number: 98-42-346

Tran Type Definitions

March 2017 Statement

Effective Transaction Tran Confirm

 Date
 Date
 Type
 Number
 Authorized Caller
 Amount

 3/3/2017
 3/3/2017
 RD 1530195
 PETRONA AMIDO
 280,000.00

Account Summary

Total Deposit: 280,000.00 Beginning Balance: 3,107,203.38

Total Withdrawal: 0.00 Ending Balance: 3,387,203.38



Public Works Monthly Report

For March, 2017

	This Month	(2017) Year to Date	2016
Trimmed Trees	4	9	46
Repaired Potholes	0	10 @2yds	12 Cu. Ft.
Replaced Sidewalk	0	Under way, Peralta	1115 Sq. Ft
Painted Street Markings	0	0	16 Ea. Schl xing
Painted Stop Bars	0	0	16
Painted Stop Legend	0	0	16
Replaced Stop Signs	2	3	34
School Crosswalks	0	0	14
Sand Available for rain, approx. 22yds	22yds/tons	Unknown many	25 Tons delivered
Build well house	1	1	0
Staff, constructed well house	1	2	1
Auditorium cleaning	2	2	Unknown
Drains cleared of debris	23+	46+	Unknown
Broken Trees	2	8	Unknown
Recovered discards.	4	10	Unknown

Head board, sm. refrigerator, 2 sofa chairs.

Projects completed/pending this month.

Facilities: 1. Users of facilities, given clear instructions, how to return facility.2 Multiple sets of keys for let for facilities users.3 Various defects repaired at city hall per Fire Dept. Inspection. Report.4 Pick- up Ford Ranger Truck from Santa Ynez Public Works Surplus purchase.

Parks: 1. Pick up debris from storm related events, 2. Clean up roads/parking areas.3. Sprinkler heads removed centerline at football field (9) backfilled w/sand. Additional sprinkler heads removed no sand added, 18 +9 +27. Total sprinklers removed from service. Grading taking place for Football field. On-going rentals of various park facilities, follow up inspections for release of deposits.

Streets Dept. 1. New whacker's string heads purchased 2. Stop signs replace 2 3. Rain event cleanups.



Water Dept. Monthly Report

For: March 2017

	This Month	(2017) Year to Date	(2016) Last Year to Date
Water Production (MGD)	26.62 MG	73.22 MG	364.60 MG in 2016
			(437.82 MG to date)
Usage totals (Units)	18.37 MG	64.65 MG	321.06 MG in 2016
			(385.71 MG to date)
Shut offs	43	153	544 in 2016
			(697 to date)
Opens	28	81	319 in 2016
			(400 to date)
Closes	19	65	298 in 2016
			(363 to date)
Main Breaks	0	2	0 in 2016
			(2 to date)
Lateral Breaks	2	2	2 in 2016
			(4 to date)

Projects for this month:

- 1. Pasadera
 - a. Residual Monitoring in progress
 - b. Lot 5 middle section activated.
- 2. Obispo Tank #2
 - a. Coating and Paint in progress
 - b. Piping for tie-ins pending
- 3. Tognazzini Well
 - a. Archwave cleaning in progress
 - b. Pump Test to follow
 - c. Piping in progress
 - d. Electrical and Scada in progress
- 4. Obispo Water line 12" extension
 - a. Completed and in service

- 5. DJ Farms Well
 - a. Pending next phase of pipe installs
- 6. Water line upgrade on 11th street
 - a. Pending Start Up..
- 7. DJ Farms well tie-in at Obispo yard
 - a. Pending
- 8. Route 6 conversion
 - a. Meter installations Completed
 - b. Probe holes to follow
- 9. Weed abatement
 - a. Elevated tank
 - b. Obispo Yard
 - c. Bonita Tank
- 10. Beachside cooling
 - a. Passed system pressure model
 - b. Plans in approval stage
- 11. Screen replacement at Obispo Boosting station
 - a. New screens and filters...
- 12. State Water Line
 - a. Adjusting system for reception of higher flows due to higher allocation.
 - b. In communication with CCWA for adjustments.



Wastewater Monthly Report

For: March. 2017

	This Month	(2017) Year to Date	(2016) Last Year to Date
Influent Flow (MGD)	21,983,000	64,668,000	65,777,000
Outflow	n/a	n/a	n/a
Sewer Line Cleaned (ft)	500	500	5000
Compliance with regulatory standards	Full	full	ful

Projects completed this month:

Maintenance sludge press Repair jetter <u> Jeff van den Eikhof, PE – California Professional Engineer 59920</u>

5130 San Jacinto Avenue

Atascadero, CA 93422

Phone: 805-464-6126

jeff@eikhofdesigngroup.com

City of Guadalupe March and April 2017 Civil Engineering Projects

The following is a list of projects in various stages of construction, design, or planning. They are listed in order of priority:

- ADA Ramp and Water Valve Replacement Project Work on the ADA Ramp and Water Valve Project has been completed. The work was completed by J.J. Fisher Construction of Nipomo. The project prepared the various streets for the 2017 Pavement Rehabilitation Project listed below. The project replaced 30 ramps that are not ADA compliant, and installed 11 new water valves to replace aging infrastructure and improve operations. During construction, several modifications to the water valve placements had to occur due to previously unknown underground conditions. Also, additional concrete was required due to the existing concrete being thicker than anticipated.
- SBCAG Program of Projects The City Engineer prepared the Program of Projects (POP) and staff
 report for the Measure A funding, and made a presentation for approval to the City Council in April.
 The POP is required on a yearly basis to show how Measure A money will be expended during a 5year period.
- 2017 Pavement Rehabilitation Project The project will be put out to bid in May. It is anticipated
 that the project will be brought before the Council in June for award of the construction project.
 The project had to be modified to allow construction of the sewer main replacement project. The
 following streets are part of this project.
 - o Pioneer Street Main Street to Wong Street.
 - o 3rd Street Pioneer to Lindy Drive
 - 4th Street Obispo Street to West end at train tracks
- Obispo and 11th Street Drainage Improvements The existing intersection of Obispo and 11th Street floods on a regular basis. The project installs additional inlets and increases the sizes of the downstream pipes. The work will also include upsizing the pipes at the north end of Peralta adjacent to the Beachside Cooler project. The plans also include upgrading of the existing curb ramps at 11th Street and Obispo to meet ADA requirements. Due to the amount of trenching, the section of 11th Street from Obispo to Peralta will be receiving an asphalt overlay. Plans are being reviewed by Public Works staff.
- 2017 Pavement Maintenance Project Streets are being evaluated for inclusion in a pavement
 maintenance project which would slurry seal the streets. Areas being considered are the remaining
 streets in the Point Sal Dunes neighborhood that were identified in the Pavement Maintenance
 System report.



- **USDA Tognazzini Well Project** V. Lopez construction continues to work on installation of valves and piping. Installation of the SCADA will be performed by the City's vendor. The pump shed was constructed by City Staff to reduce costs. City Staff continues to pursue additional funding.
- Implementation of NPDES Permit and MS4 Requirements The City is in the 3rd year of implementation of the MS4 Requirements. This is an ongoing operation. We have been working closely with the City of Santa Maria who has lent support in the development of documents.
- **City Hall Parking** At the direction of the City Administrator, preliminary plans are being developed to reconfigure the street parking around City Hall. The reconfiguration will increase the number of stalls and improve ADA access to City Hall.
- IRWM DAC Grant (Lift Stations and Sewer Main Replacement) The City of Guadalupe has applied for a grant through the Integrated Regional Water Management funding for Disadvantaged Communities. This is a non-competitive grant. The first phase of the grant funding is for the design phase of work on the Pioneer and Hwy 1 Lift Stations, Sewer Main, and various "High priority" Water and Wastewater capital improvement projects. MKN has prepared a preliminary engineering design report which is being reviewed by City Staff.
- Hwy 1/ Hwy 166 Intersection. The City Engineer has been attending quarterly meetings with Caltrans, SBCAG and other agencies regarding the signalization of the Hwy 1 / Hwy 166 intersection. The project is being funded by SBCAG. It is anticipated that plans will be ready for bid in 2017 and construction would begin in 2018.
- Union Pacific Railroad Crossings Union Pacific Railroad is working numerous rail crossings
 throughout the region. UPR reached out to the City to partner on construction work at 11th Street
 and 10th Street. The partnership allowed the City to complete work within the railroad right of way
 that would otherwise be difficult to complete.
- Corporation Yard Building A premanufactured building at the Corporation Yard has been approved by Council. Design work will be necessary to ensure the site is adequate after the new water tank is constructed.
- Various Drainage Issues There are various areas around the City that have drainage issues need some work.
 - In 2012, a drainage improvement project was completed at the north end of Tognazzini Ave.
 There is some additional work that is necessary here.
 - The wetlands next to City Hall have filled with silt over the years and the capacity has been decreased. The owner has hired a biologist and engineer to see what can be done. We are concerned that the reduced capacity could lead to flooding upstream and downstream of the wetlands.
- Bonita Water Tank The Bonita water tank was in disrepair prior to the San Simeon Earthquake and
 was emptied and taken offline by staff. During the earthquake, the tank was further damaged.
 MKN has given us cost of repairing the tank and constructing a new one. Removing the tank and



constructing a new one appears to be the best alternative. Although no progress has been made on this issue, there is a potential for allowing a scrap metal company to come in a remove the steel at little or no cost to the City.

Development

The following developments which require engineering review/oversight are in various phases.

Pasadera

- Obispo Tank Tank construction is complete. Coating of the tanks is occurring.
- Onsite Water Line (Staff is providing ongoing testing of dead end line to ensure water safety)
- Lot 4 / Phase 2 Grading plans for Lot 4 have been submitted for review by the City Engineer, Planning, and City Staff.
- Willdan Financial has been preparing the necessary documents for setting up the Landscape and Lighting District.

• Pioneer Street Apartments

The building permits have been approved and are awaiting the developer submitting fees.
 During construction activities staff will provide technical assistance for items within the City right-of-way.

Beachside Cooler

- o Building permits have been issued.
- Work on the 11st Drainage Project will be coordinated with the development and the reconstruction of Peralta.

Guadalupe Court

- The City Engineer has been working with the applicant to approve a Certificate of Compliance. A cover has been prepared, and the document has been submitted to the County for review.
- Alvarez Lot Line Adjustment (11th Street)
 - The project has gone through its first County review. Once the County has reviewed and approved the corrections the documents will be submitted for recordation.

REPORT TO THE GUADALUPE CITY COUNCIL

City Council Agenda of May 9, 2017

Burbara Burklindo

Prepared By:

Barbara Burkhart, City Planner

Approved By:

Cruz W. Ramos, City Administrator

SUBJECT: Planning Dept. Status Report: March 2017

WORK PROGRAM SUMMARY:

Activities and Programs	Number	Additional Information
Zoning Clearances Issued	10	2016-056-ZC, 364 Campodonico Ave. Teodoro backyard shed 2017-005-ZC, 312 Fuente Dr. Single Family Residence 2017-006-ZC, 310 Fuente Dr. Single Family Residence 2017-007-ZC, 216 Fuente Dr. Single Family Residence 2017-008-ZC, 218 Fuente Dr. Single Family Residence 2017-009-ZC, 300 Fuente Dr. Single Family Residence 2017-010-ZC, 302 Fuente Dr. Single Family Residence 2017-011-ZC, 304 Fuente Dr. Single Family Residence 2017-012-ZC, 306 Fuente Dr. Single Family Residence 2017-013-ZC, 308 Fuente Dr. Single Family Residence
Zoning Clearances submitted; initiated review, communication with applicant re: Design Review Permit	1	2017-014-ZC, 15-unit apartment complex at 4626 Eleventh Street
Conditional Use Permits/Variances/Zone Change	0	n/a
Design Review Permits/Subdivisions	0	n/a

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE Agenda of May 9, 2017

Prepared by:

Gary L. Hoving, Director of Public Safety

Approved by:

Cruz Ramos, City Administrator

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SUBJECT:

Approval to Submit an Application to the California Department of Forestry and Fire Protection in a Cooperative Fire Assistance Act Through the Volunteer Fire Assistance Program

RECOMMENDATION:

It is recommended that the City Council provide approval for city staff to submit a grant application to the California Department of Forestry and Fire Protection (CalFire) to purchase firefighting equipment.

BACKGROUND:

The Volunteer Fire Assistance Program (VFA) was created to purchase firefighting equipment for volunteer fire departments. The VFA is administered locally by CalFire as outlined in the Cooperative Forestry Assistance Act of 1978. To participate in the grant, the City submits a request locally and is consolidated into a mutual grant through the San Luis Obispo Headquarters of CalFire who serves as the regional clearinghouse.

DISCUSSION:

City staff is seeking City Council approval to submit a grant application to the CalFire to purchase firefighting equipment. The City is under no obligation to continue with the grant should this request be denied.

Grant funding is sought to purchase replacement of structural fire protective turnout equipment. The requested items are sought to replace existing items which are approaching or have exceeded their safe useful life.

FISCAL IMPACT

The City's grant request amount is expected to be \$10000. There is a 50% local matching fund requirement associated with this grant to be funded through the restricted Proposition 172 funds. The total net benefit of participation is \$5000. Upon award of the grant, the City would realize a savings from general fund expenses through the avoidance of the purchase of these items required to meet established safety standards.



CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION APPLICATION FOR FUNDING COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978 VOLUNTEER FIRE ASSISTANCE (VFA) PROGRAM Agreement #7FG______



A. DEPARTMENT/ORGANIZATION:		
Organization Name : City of Guadalupe Fire Department		
ntact's First Name : Patrick Contact's Last Name : Schmitz		
Street Address: 918 Obispo Street		
Mailing Address: 918 Obispo Street		
City : Guadalupe County : Santa Barbara Zip Code : 93434		
State : California CAL FIRE Unit : SLU - San Luis Obispo Unit		
Phone Number: (805) 356-3905 Email Address: pschmitz@ci.guadalupe.ca.us		
DUNS Number: 137572322 To check to see what your DUNS number is, or to apply for one, please go to: https://iupdate.dnb.com/iUpdate/companylookup.htm		
B. AREA TO BE SERVED BY AWARD (Include areas covered by contract or written mutual aid agreements).		
Number of Communities: 1 Area: 1.4 sq. miles Congressional District #: CA-24		
Population: 7,225 Annual Budget: 595,466		
Latitude N 34		
atitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project.		
All projects <u>must</u> have a project area.		
C. ACTIVITY : Annual number of emergency incidents.		
Fire: 23 + EMS: 336 + Other: 140 = TOTAL: 499		
D. INDIAN TRIBAL COMMUNITY (If project includes an Indian Tribal Community, please provide):		
Population: Size (acres): # of structures: Distance to nearest fire station (miles):		
CAL FIRE USE ONLY (Formula-driven)		
Project Total Cost \$10,000.00 TOTAL APPLICATION REQUEST (up to 50%; \$500 minimum, \$5,000.00		
AMOUNT FUNDED FOR THIS AGREEMENT		

E. Proposed Project (List individual items for funding. Please put in funding priority order):

Туре	ltem	Quantity	Unit Cost	item Total
Equipment - Structura	Structural Turnouts	5	\$2,000.00	\$10,000.00
			8	

G. ADDITIONAL INFORMATION 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977: Limited to space below.
The purpose of this project is to replace old/outdated equipment. After conducting a comprehensive risk analysis. The Guadalupe Fire Department identified the area that needed immediate attention. 1. Personal Protective Equipment (Structural Turnouts) Replacement of Personal Protective Equipment. The department is currently faced with having to replace 5 sets of turnouts in the next year. The turnouts were purchased between 2003 and 2008. Their age rages from 9 to 14 years, the equipment is currently in poor condition and due to the current budgetary constraints, the department does not have the means to replace all 5 sets of turnouts without the support from the Volunteer Fire Assistance Program. The department is looking to replace 5 sets of turnouts in 2017. We have been able to secure fund for the 50% match required by the Volunteer Fire Assistance Program, the funds will be used to replace the oldest turnouts first. The replacement of this equipment will allow us to come into and remain in compliance with OSHA and currer NFPA standards. Additionally this will provide our personnel with safer equipment to perform their duties.
In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advanced written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.
Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.
The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2018 The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2018.
The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of applicant's knowledge and belief, the data in this application is true.
certify that the above and attached information is true and correct:
Original Signature Required: Granters Authorized Representative Date Signed
Printed Name Gary Hoving Title Public Safety Director
Executed on: at Guadalupe, CA 93434
Date City

Grant Assurances for

Cooperative Forestry Assistance Act of 1978 Volunteer Fire Assistance (VFA)

Organization Name: City of Guadalupe Fire Department

Contact's First Name: **Patrick**

Contact's Last Name: Schmitz

Street Address:

918 Obispo Street

Mailing Address: 918 Obispo Street

City: Guadalupe

County: Santa Barbara

Zip Code: 93434

State: California

CAL FIRE Unit: SLU - San Luis Obispo Unit

Phone Number: 8053563905

Email Address: pschmitz@ci.guadalupe.ca.us

DUNS Number: 137572322

To check to see what your DUNS number is, or to apply for one, please go to:

https://iupdate.dnb.com/iUpdate/companylookup.htm

As the duly authorized representative of the applicant, I certify that the applicant named above:

- 1. Has the legal authority to apply for the Volunteer Fire Assistance grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant.
- 2. Will assure that grant funds are used only for items requested and approved in the application.
- 3. Assures that all wildland fire response employees (full-time, part-time or volunteer) are fully equipped with appropriate wildland fire response personal protective equipment that meets NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing and equipment includes:
 - Safety helmet
 - Goagles
 - Ear Protection
 - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
 - Fire-resistant (i.e. Nomex) shirt and pants
 - Gloves
 - Safety work boots
 - Wildland fire shelter
 - Communications Equipment
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
- 6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies and other requirements governing this program.
- 7. Will comply with USDA Forest Service Civil Rights requirements. See Forest Service Civil Rights literature here.
- 8. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Organization Name: City of Guadalupe Fire Department

M compliance with NEPA 1977 and trained in the use of Wildland PPE.
Not in compliance with NFPA 1977 but applying for grant funding to purchase Wildland PPE and/or provide required training.
The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.
Printed Name of Authorized Agent : Gary Hoving
Signature of Authorized Agent:
Title of Authorized Agent : Public Safety Director Date : 4/2.5/2.017

Organization Name : City of Guadalupe Fire Department



AGENDA REPORT

SUBJECT/TITLE:

ADA RAMP AND VALVE REPLACEMENT PROJECT NOTICE OF COMPLETION AND FINAL PAYMENT

RECOMMENDATION:

- 1. AUTHORIZE FINAL CONTRACT CHANGE ORDER AND PAY FINAL PROGRESS PAYMENT LESS 5% RETENTION TO CLOSE-OUT THE PROJECT;
- 2. APPROVE FILING OF THE NOTICE OF COMPLETION FOR THE ADA RAMP AND VALVE REPLACEMENT PROJECT, AND AUTHORIZE THE CITY CLERK TO IMMEDIATELY FILE THE NOTICE OF COMPLETION WITH THE COUNTY RECORDER;
- 3. THIRTY-FIVE (35) DAYS AFTER THE RECORDATION OF THE NOTICE OF COMPLETION, IF NO LIENS ARE FILED BY SUBCONTRACTORS, PAY JJ FISHER CONSTRUCTION, INC THE 5 PERCENT RETENTION PAYMENT IN THE AMOUNT OF \$11,561.02.

DISCUSSION:

On November 29, 2016, the City Council adopted Resolution No. 2016-67 awarding the ADA Ramp and Water Valve Replacement Project to JJ Fisher Construction, Inc. in the amount of \$199,128.00. The City Council also authorized the City Administrator to approve contract change orders up to 15% of the contract amount during construction, if deemed necessary. The work associated with this project was completed in preparation for the Pioneer Street paving project which will occur this summer.

During construction, field conditions required changes to the construction documents. The additional work was completed on a Time and Materials basis. The following outlines changes that were necessary:

- Daily Extra Work Report (DEWR) No. 1
 - When the concrete was removed in several locations throughout the project, it was determined that the existing concrete was significantly thicker than required by the City Standards or shown on the plans. The Contractor had to supply additional concrete to restore thickness to original and meet grades.
 - Additional Cost = \$3,767.97

Agenda	Item:	
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- Daily Extra Work Report No. 2
 - An existing waterline tie-in was constructed at an odd angle. Additional waterline had to be removed, and fittings installed to allow installation of the new water valve.
 - Additional Cost = \$2,629.05.

• Daily Extra Work Report No. 3

- While cutting into the existing water line to remove a water valve, the Contractor and City Staff discovered food grade oil floating on the top of the water. There was a high point in the water line where the oil ponded. City Staff believe the oil was from the processing at the Tognazzini Well. Work had to be stopped and the waterline evacuated and cleaned by the contractor prior to continuing with the project.
- Additional Cost = \$4,710.19

Daily Extra Work Report No. 4 and No. 8

- A 36" diameter storm drain, previously unknown to City Staff, was discovered at a valve crossing location. The waterline had to be redesigned and constructed to go over the existing storm drain. Due to the extra work, temporary waterline restraints and backfilling was necessary to keep water on for the residents over a weekend. The temporary materials then needed to be removed to continue with construction.
- Additional Cost = \$4,612.17 (No. 4) and \$5,930.21 (No. 8)

Daily Extra Work Report No. 5

- City Staff determined that an additional valve was necessary to adequately isolate sections of the water system.
- Additional Cost = \$2,474.39

Daily Extra Work Report No. 6 and No. 7

- During construction of the original water line a large amount of concrete was poured around a few of the water valves. This is not standard construction practice and required additional work by the contractor to remove the concrete mass without damaging the existing waterline. At two valve clusters this added two additional days of work.
- Additional Cost = \$4,889.54 (No. 6) and \$4,091.16 (No. 7)

Daily Extra Work Report No. 9

- City Staff requested a removable bollard installed at the park entrance at Lindy and 3rd Street to allow vehicle access to the park.
- Additional Cost = \$664.93

- Daily Extra Work Report No. 10
 - O During construction of the new ramp at the park at Lindy and 3rd Street, it was determined that the existing grass needed to be removed further back into the park and replaced with sod to adjust the area to the new ramp elevations. Also, a restocking fee was charged by Ferguson due to changes made in the field after the original pipe fittings where ordered.
 - Additional Cost = \$1,349.40

Approved Contract Amount		\$199,128.00
Approved Contract Change Order Amount	nt	\$29,869.20
Total Approved by Council		\$228,997.20
Actual Contract Work Completed (Bid Ite	ms)	\$196,101.43
Extra Contract Work Completed		,
DEWR No. 1	\$3,767.97	
DEWR No. 2	\$2,629.05	
DEWR No. 3	\$4,710.19	
DEWR No. 4	\$4,612.17	
DEWR No. 5	\$2,474.39	
DEWR No. 6	\$4,889.54	
DEWR No. 7	\$4,091.16	
DEWR No. 8	\$5,930.21	
DEWR No. 9	\$664.93	
DEWR No. 10	\$1,349.40	
Total Extra Work		+\$35,119.01
Total Work Completed		\$231,220.44
Amount over approved 15% Continger	псу	\$2,223.24

The total work completed exceeds the approved contract amount and the 15% approved contingency by \$2,223.24. This is a total of approximately **15.97%** over the original contract amount. Staff recommends approval of the extra work.

Pay Estimate No. 1	\$76,813.05
Pay Estimate No. 2	+\$119,288.38
Total Extra Work	+\$35,119.01
Total Contract Amount	\$231,220.44
Less Payments to Date	-\$176,491.29
Less 5% Retention	-\$11,561.02
Final Pay Estimate	\$43,168.13

In accordance with state law, a percentage of the contract amount is withheld by the City until thirty-five days after filing the Notice of Completion. The City Engineer has determined the retention to be 5% for this project. The retention allows suppliers and subcontractors the opportunity to file a lien with the City in the event they have a payment dispute with the prime contractor. It is highly unlikely that any subcontractors or suppliers will file a lien against the final five percent payment.

Agenda Item:

Assuming the City Clerk files the Notice of Completion with May 12, 2017 the retention of \$11,561.02 can be released June 16, 2017 if no liens are filed with the City by subcontra	(35 calendar days later) on or about
ATTACHMENTS: 1. Notice of Completion 2. Closeout Contract Change Order 3. Final Pay Estimate	
Prepared by: Jeff van den Eikhof, City Engineer City Administrator Approval:	Meeting Date: 9 May 2017

Agenda Item: _____

RECORDING REQUEST BY City of Guadalupe

AND WHEN RECORDED MAIL TO: Cruz Ramos, City Administrator 918 Obispo Street Guadalupe, CA 93434

APN# N/A

NOTICE OF COMPLETION NO TRANSFER OF PROPERTY

NOTICE IS HEREBY GIVEN PURSUANT TO CIVIL CODE SECTION 3039:

- 1. The undersigned is corporate officer for the City of Guadalupe, owner of property hereinafter described.
- 2. The FULL NAME of the owner is: CITY OF GUADALUPE
- 3. The FULL ADDRESS is: 918 OBISPO STREET, GUADALUPE, CA 93434
- 4. The NATURE OF THE INTEREST: IN FEE
- 5. All work of improvement on the property hereinafter described was completed on APRIL 25, 2017.
- 6. THE WORK DONE was the ADA RAMP AND WATER VALVE REPLACEMENT PROJECT.
- 7. THE NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvements in the City of Guadalupe: JJ FISHER CONSTRUCTION INC., P O BOX 2219, NIPOMO, CA 93444
- 8. The property of which said work of improvement was completed is in the City of Guadalupe, County of Santa Barbara, State of California.

Dated:	
	(Signature of owner name in Paragraph 2)
	Cruz Ramos
	ERIFICATION
	going Notice of Completion; I have read said Notice of
	me is true of my own knowledge. I declare under penalty of
perjury that the foregoing is true and correct.	
Executed on the 9th day of May 2017 at the City of	Guadalupe, California.
	City of Guadalupe
Joice Earleen Raquz	

CITY OF GUADALUPE, CALIFORNIA CONTRACT CHANGE ORDER

Change Order No. 1

Sheet 1 of 11 sheets

Date: 4/25/2017

Project: ADA Ramp and Valve Replacement Project

To: JJ Fisher Construction, Inc., Contractor

You are here hereby authorized and directed to make the herein described changes from the plans and specifications, and/or to increase or decrease contract quantities, as follows:

As requested by <u>City of Guadalupe</u>

Original Contract Amount	\$199,128.00
Daily Extra Work Reports No. 1 through No. 10	
Final Adjustment for Contract Quantities	\$35,119.01
	\$3,026.57
Final Contract Amount	\$231,220.44

We, the undersigned contractor, have given careful consideration to the changes proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be noted above and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

By reason of this proposed change $\underline{0}$ day(s) extension of time will be allowed.

Recommended by:

City Engineer

4/25/2017

Date

Signed: Contractor's Authorized Agent

Accepted date

Fo	or Official City Use Only	
Change in Contract Price	Change in Contract Time	
Original Contract Price \$	Original Contract Time days	
Total CCO Price (All CCO's) \$	Change in Contract Time from previous CCO's	
Contract Price Prior to this CCO \$	Contract Time Prints this one	
Net Increase (Decrease) this CCO \$		ys
Contract Price with all Approved CCO's \$	Net Increase (Decrease) this CCO da	ys
SOURCE ANTIL SILVENIONED CCO.S. 2	Contract Time with all Approved CCO's	days.

	T NO. 2016-04	1 Inc.	n plan section		DATE PERFOMED 1/39/2017 DATE OF REPORT 3/22/2017	C.C.O. NO. AMOUNT AUTHOR PREVIOUS EXPEN TODAY TO DATE CONTRACTOR JO CONTRACTOR RE	DITURE B NO.	\$0.00 \$3,767.97 \$3,767.97 Guad #001
EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	IOURLY RATE	EXTENDED AMOUNTS
				\$0.00		IO,T.	_	-
				\$0.00		REG.		\$0.00
				\$0.00		0.7.		Ψυ,ου
				\$0,00		REG.		\$0.00
				\$0.00		D.T		\$0.00
				\$0.00		REG.		\$0.00
				\$0.00		Q.T.		40.00
				\$0.00		REG		\$0.00
				\$0.00		ОТ		\$0.00
				\$0,00	1	REG.		\$0.00
				\$0.00		0,T		\$0.00
				\$0.00		REG.		\$0.00
				\$0.00		o.t		\$0.00
				\$0.00		REG.		
						0.7		\$0.00
		0		\$0,00				\$0.00
	MATERIAL AND/OR V	VORK DONE BY	SPECIALISTS			REG.		\$0.00
	DESCRIPTION	NO. UNIT	UNIT COST					\$0.00
Calportland	3 (31.33 CY of PCC)	31.33		00.070.40			-TOTAL	
	tity of concrete used 169.75 CY	31,33	\$104.58	\$3,276.49	LABOR SURCHARGE	35	%	\$0.00
on qualit	, 5, 525,010 8500 105.75 01			\$0.00		NO. @		\$0.00
				\$0.00		NO. @		\$0.00
				\$0.00	OTHER			
				\$0.00	TOTAL COST OF	LABOR	Α	\$0.00
				\$0.00	101712 0007 01		Α.	φυ.υυ
	TOTAL COST OF EQUIPN	IENT, MATERIA	LS, AND WORK	-			В	\$3,276.49
TIME, MAT	NAME:	ĺ	DATE	+33	% MARKUP ON LABOR COST		(A)	\$0.00
ND EQUI ERIFIED	PMENT			+ 15	% MARKUP ON EQUIPMENT, MATE	RIAL, AND WORK COST	(B)	\$491.47
NA TON	AGREEMENT FOR VERIFICA	TION ONLY				TOTAL THIS REP	ORT	\$3,767.97

	CT NAME: ADA Ramp & Valve Replac CT NO. 2016-04	sement Project			DATE PERFOMED 1/31/2017	C.C.O. NO AMOUNT AUTHOR PREVIOUS EXPEN		\$5,997.72
					DATE OF REPORT 3/22/2017	TODAY TO DATE		\$2,629.05 \$8,628,76
ORK P	ERFORMED BY JJ Fisher Construction	on Inc.				CONTRACTOR JO		Guad #001
ESCRIP	TION OF WORK Water tie-in is differen	ent from plans (Pionee	r St and Second St)			CONTRACTOR RE	PORT NO.	2
QUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	LABOR	Hours	IOURLY RATE	EXTENDED AMOUNTS
	Backhoe	4	\$48.32	\$193.28		0.7.		1
	Skid Steer Loader	4	\$29.13	\$116.52	Jerry Holt (Operator 8)	REG. 1	\$70.63	\$70.63
	Ten Wheeler	4	\$62.82	\$251,28	(-)	0.7	410,00	470.00
	Cut-off Saw	4	\$15,20	\$60.80	Wyatt Carpenter (Laborer 1)	REG. 4	\$52.08	\$208.32
				\$0.00	,	0.T.		4200.02
				\$0.00	Bill Branch (Laborer 1)	REG 4	\$52.08	\$208.32
				\$0.00	(2000)	от		4255.52
				\$0.00	Travis Carter (Laborer 1)	REG 4	\$52.08	\$208.32
				\$0.00		от.		\$0.00
				\$0.00	Edgar Arios (Appr. Laborer)	REG 4	\$28.52	\$114.08
				\$0.00		О.Т.		\$0.00
				\$0.00	Jerry Holt (Laborer 1)	REG. 3	\$52.08	\$156.24
				\$0.00		Q.T.		\$0.00
				\$0.00		REG		\$0.00
		16		#0D4 B0		о.т.		\$0.00
		10		\$621.88		REG.		\$0.00
	MATERIAL AND/OR	WORK DONE BY	SPECIALISTS					
	DESCRIPTION	NO. UNIT	UNIT COST			SUE	-TOTAL	\$965.91
rgusor	20 LF of 8" C900 Pipe	1	\$156,17	\$156.17	LABOR SURCHARGE	35	%	\$338,07
				\$0.00	SUBSISTENCE	NO. @		\$0.00
				\$0.00	TRAVEL EXPENSE	NO. @		\$0.00
				\$0.00	OTHER			
				\$0.00	TOTAL COST	OFTAROR		£4 202 00
				\$0.00	TOTAL COST	OF LABOR	Α	\$1,303.98
TOTAL COST OF EQUIPMENT, MATERIALS, AND WORK					-	В	\$778.05	
			2475		. W. LIADKUD ON LADGE	-	(A)	\$430,31
	NAME:				5 % MARKUP ON LABOR COST	i e		
	NAME: ATERIAL UIPMENT	(DATE		% MARKUP ON EQUIPMENT, M		(B)	\$116.71

	CT NAME: ADA Ramp & Valve Repla ACT NO. 2016-04	cement Project			DATE PERFOMED 2/1/2017 DATE OF REPORT 3/22/2017	C.C.O. NO. AMOUNT AUTHO PREVIOUS EXPE TODAY		\$8,626.76 \$4,710.19
ORK P	PERFORMED BY JJ Fisher Construct	ion, Inc.				TO DATE CONTRACTOR OF		\$13,336.96 Guad #001
SCRIF	PTION OF WORK Oil discovered in wa	ter line (Flushing)				- CONTRACTOR	REPURT NO.	
QUIP. NO.	EQUIPMENT	Hours	HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
	Backhoe	8	\$48.32	\$386,56	1	0.T.		
	Ten Wheeler	8	\$62.82	\$502.56	Jerry Holt (Operator 8)	REG. 2	\$70.63	\$141.26
	Trash Pump	8	\$10.25	\$82.00		0,Т.		***************************************
				\$0.00	Wyalt Carpenter (Laborer 1)	REG. 8	\$52,08	\$416.64
				\$0.00		OT.		
				\$0,00	Bill Branch (Laborer 1)	REG. 8	\$52.08	\$416,64
				\$0.00		о,т.		-
				\$0.00	Travis Carter (Laborer 1)	REG. 8	\$52.08	\$416.64
				\$0.00		О,Т.		\$0.00
				\$0.00	Edgar Arios (Appr. Laborer)	REG. 8	\$28.52	\$228.16
				\$0.00	1	Q.T.		\$0.00
				\$0.00	Jerry Holt (Laborer 1)	REG. 6	\$52.08	\$312.48
				\$0.00		О.Т.		\$0.00
				\$0.00		REG		\$0.00
	V					0.T.		\$0.00
		24		\$971.12		REG.		\$0.00
	MATERIAL AND/OR	WORK DONE BY	SPECIALISTS			ingo.		00.00
	DESCRIPTION	NO. UNIT	UNIT COST		-		ID TOTAL	\$1,931.82
tod D	Rentals #144116955-001	1		8450 54	110000000000000000000000000000000000000		JB-TOTAL	
ileu n	teritals #144110505-001	1	\$108.54	\$108.54 \$0.00	LABOR SURCHARGE	35	%	\$676.14
_				\$0.00	SUBSISTENCE	NO. @		\$0,00
_					TRAVEL EXPENSE	NO. @		\$0.00
				\$0.00	OTHER			
				\$0.00 \$0.00	TOTAL COST O	F LABOR	A	\$2,607.96
	TOTAL COST OF EQUI	PMENT, MATERIA	LS. AND WORK	-	W		В	¢1.070.66
							D	\$1,079.66
IE, M	NAME:		DATE	+ 33	% MARKUP ON LABOR COST		(A)	\$860.63
DEQ	QUIPMENT ED BY:			+ 15 % MARKUP ON EQUIPMENT, MATERIAL		ERIAL, AND WORK COS	_{st} (B)	\$161.95
3 (1) (5)						TOTAL THIS RE		\$4,710.19

CONTRA CO. RT. WORK F	P.M. PERFORMED BY J Fisher Construction		at and Pioneer Street		DATE PERFOMED 2/28/2017 DATE OF REPORT 3/22/2017	C.C.O. NO. AMOUNT AUTHOR PREVIOUS EXPEN TODAY TO DATE CONTRACTOR JO CONTRACTOR RE	DITURE B NO.	\$13,336,86 \$4,612.17 \$17,949.13 Guad #001 4
-	There or the transfer of the t	Table take on ord ord	or unit i forcer orece					
EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS F	RATE	EXTENDED AMOUNTS
	Backhoe	6	\$48.32	\$289.92		О.Т.		
	Ten Wheeler	6	\$62.82	\$376.92	Jerry Holt (Operator 8)	REG. 3	\$70.63	\$211.89
	Trench Wacker	6	\$9,86	\$59.16		о,т	4,	V2177100
	Foreman Truck	6	\$28.17	\$169.02	Wyatt Carpenter (Laborer 1)	REG. 6	\$52.08	\$312.48
				\$0,00		0.T.	,	40.2.10
				\$0,00	Bill Branch (Laborer 1)		\$52.08	\$312.48
				\$0.00		0,Т.		4012.15
				\$0.00	Travis Carter (Laborer 1)		\$52.08	\$312.48
				\$0.00	()	0.T.	411.00	\$0.00
				\$0.00	Edgar Arios (Appr. Laborer)		\$28.52	\$171.12
				\$0.00	- Garage (rippi)	О.Т.	QLU.DL	\$0.00
				\$0.00	Jerry Holt (Laborer 1)		\$52.08	\$156,24
				\$0.00	and the (see of the first	О.Т.	402.00	\$0.00
				\$0.00		REG.		\$0.00
						О.Т.	_	\$0.00
		24		\$895.02		REG.		\$0.00
_		MDD14				hed,		φυ.συ
	MATERIAL AND/OR	WORK DONE BY	SPECIALISTS					\$1,476.69
	DESCRIPTION	NO. UNIT	UNIT COST			SUE	3-TOTAL	\$1,410.05
Trench I	Plates	1	\$810.00	\$810.00	LABOR SURCHARGE	35	%	\$516.84
				\$0.00	SUBSISTENCE	NO. @		\$0.00
				\$0.00	TRAVEL EXPENSE	NO. @		\$0.00
				\$0,00	OTHER			,
				\$0.00				
				\$0,00	TOTAL COST OF	LABOR	A	\$1,993.53
	TOTAL COST OF EQUIP	MENT, MATERIA	LS, AND WORK	-		-	В	\$1,705.02
							(0)	
TIME. M	NAME:	I	DATE	+ 33	% MARKUP ON LABOR COST		(A)	\$657.87
	UIPMENT			+ 15	% MARKUP ON EQUIPMENT, MATE	RIAL, AND WORK COST	(B)	\$255.75
	IN AGREEMENT FOR VERIFICA	ATION ONLY				TOTAL THIS REP	PORT	\$4,612.17

CO.RT.	P.M.				DATE PERFOMED 3/2/2017 DATE OF REPORT 3/22/2017	C.C.O. NO. AMOUNT AUTI PREVIOUS EXI TODAY TO DATE	PENDITURE	\$17,949.13 \$2,474,39 \$20,423.52
	ERFORMED BY JJ Fisher Construction PTION OF WORK Cut 8" water pipe and		icker			CONTRACTOR CONTRACTOR		Guad #001 5
DECOTA:	THE THE STATE OF T	man b verve a pour k	OKO!		140			
EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
	Backhoe	5	\$48.32	\$241.60		0.7		
	Foreman Truck	5	\$28.17	\$140.85	Jerry Holt (Operator 8)	REG 2	\$70.63	\$141.26
				\$0.00	7 (.)	0.7	ψ1 0.00	\$171.20
				\$0.00	Wyatt Carpenter (Laborer 1)	REG. 5	\$52.08	\$260.40
				\$0.00	, , , , , , , , , , , , , , , , , , , ,	О.Т.		4200.10
				\$0.00	Bill Branch (Laborer 1)	REG. 5	\$52.08	\$260,40
				\$0.00		0.т.	,	Q
				\$0.00	Edgar Arios (Appr. Laborer)	REG. 5	\$28.52	\$142.60
				\$0.00		О.Т.	,	\$0.00
				\$0,00	Jerry Holt (Laborer 1)	REG. 3	\$52.08	\$156.24
				\$0.00		0.7		\$0.00
				\$0.00		REG		\$0.00
				\$0.00		Q.T.		\$0.00
				\$0.00		REG		\$0.00
		10		#200 AF		O.T.		\$0.00
		10		\$382.45		REG.		\$0.00
	MATERIAL AND/OR V	VORK DONE BY	SPECIALISTS					
	DESCRIPTION	NO. UNIT	UNIT COST			5	SUB-TOTAL	\$960.90
Calportla	nd #93178814 (temporary kicker)	1	\$268.94	\$268.94	LABOR SURCHARGE	35	%	\$336,32
				\$0.00	SUBSISTENCE		<u>~</u>	\$0,00
				\$0.00	TRAVEL EXPENSE		<u>e</u>	\$0.00
				\$0.00	OTHER		8	φυ.αα
				\$0.00				
				\$0,00	TOTAL COST O	F LABOR	A	\$1,297.22
	TOTAL COST OF EQUIPM	IENT, MATERIA	LS, AND WORK				→ B	\$651.39
TIME, M	NAME:	I	DATE	+ 33	% MARKUP ON LABOR COST		(A)	\$428.08
	UIPMENT			+ 15	% MARKUP ON EQUIPMENT, MAT	ERIAL, AND WORK CO	ost (B)	\$97.71
NOT A	N AGREEMENT FOR VERIFICA	TION ONLY				TOTAL THIS R	EPORT	\$2,474.39

CONTRA	P.M.				DATE PERFOMED 3/6/2017 DATE OF REPORT 3/22/2017	C.C.O. NO. AMOUNT AUTH PREVIOUS EXP TODAY TO DATE		\$20,423.52 \$4,889.54 \$25,313.06
WORK P	ERFORMED BY JJ Fisher Construction	n, Inc.				CONTRACTOR CONTRACTOR		Guad #001
DESCRI	PTION OF WORK Dig out & jack hamme	er existing concrete kid	cker for valve replaceme	ent		CONTRACTOR	KEPUKI NU.	-
EQUIP NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
	Backhoe	5	\$48.32	\$241.60		О.Т.		1
	Jack Hammer	3	\$13.88	\$41,64	Jerry Holt (Operator 8)	REG. 4	\$70.63	\$282,52
	Foreman Truck	8	\$28.17	\$225.36		Q.T.	410100	9202,02
	Ten Wheeler	8	\$62.82	\$502.56	Wyatt Carpenter (Laborer 1)	REG. 8	\$52.08	\$416.64
	Air Compressor	3	\$55.51	\$166.53		О,Т,	704.00	4110.01
				\$0.00	Bill Branch (Laborer 1)	REG. 8	\$52.08	\$416.64
				\$0.00		о.т.	402100	V.10101
				\$0.00	Edgar Arios (Appr. Laborer)	REG. B	\$28.52	\$228.16
				\$0.00		ол.		\$0.00
				\$0.00	Travis Carpenter (Laborer 1)	REG. 8	\$52.08	\$416.64
				\$0.00		О.Т.		\$0.00
				\$0.00	Jerry Holt (Laborer 1)	REG. 4	\$52.08	\$208.32
				\$0.00		о.т.		\$0.00
				\$0.00		REG.		\$0.00
		27		84 477 00		O.T.		\$0.00
		27		\$1,177.69		REG.		\$0.00
	MATERIAL AND/OR \							\$1,968.92
	DESCRIPTION	NO. UNIT	UNIT COST				UB-TOTAL	
				\$0.00	LABOR SURCHARGE	35	%	\$689.12
				\$0.00	SUBSISTENCE	NO. @	2	\$0.00
				\$0.00		NO. @)	\$0.00
				\$0.00	OTHER			
				\$0.00	TOTAL COST OF	LABOR		\$2.659.04
				\$0.00	TOTAL COST OF	LABOR	Α	\$2,658.04
	TOTAL COST OF EQUIP	MENT, MATERIA	LS, AND WORK	-			▶ B	\$1,177.69
	NAME:	1	DATE	+3	% MARKUP ON LABOR COST		(A)	\$877.15
	ATERIAL UIPMENT			+ 15	- % MARKUP ON EQUIPMENT, MATE	RIAL, AND WORK CO	ost (B)	\$176.65
	N AGREEMENT FOR VERIFICA	ATION ONLY				TOTAL THIS R	EPORT	\$4,889.54

CONTRA	P.M.				DATE PERFOMED 3/7/2017 DATE OF REPORT 3/22/2017	C.C.O. NO. AMOUNT AUTHO PREVIOUS EXP. TODAY TO DATE		\$25,313,06 \$4,091.16 \$29,404.22
	PERFORMED BY JJ Fisher Constr					CONTRACTOR (Guad #001
DESCRI	PTION OF WORK Hammer out con	crete for valve removal & i	nstallment				ter on no.	
EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
	Backhoe	4	\$48.32	\$193.28		о.т.		
	Ten Wheeler	4	\$62.82	\$251.28	Jerry Holt (Operator 8)	REG. 4	\$70.63	\$282.52
	Jack Hammer	2	\$13.88	\$27.76	7 (4)	O.T.	\$10.00	9202.02
	Air Compressor	2	\$55.51	\$111.02	Wyatt Carpenter (Laborer 1)	REG. 8	\$52.08	\$416.64
	Foreman Truck	В	\$28,17	\$225 36	, , , , , , , , , , , , , , , , , , , ,	0.7	V02.00	ψ410.04
				\$0.00	Bill Branch (Laborer 1)	REG 8	\$52.08	\$416,64
				\$0.00		О.Т.	444.00	0110101
				\$0.00	Edgar Arios (Appr. Laborer)	REG. 8	\$28.52	\$228.16
				\$0.00		D.T.		\$0.00
				\$0.00	Travis Carpenter (Laborer 1)	REG. 4	\$52.08	\$208.32
				\$0.00		О.Т		\$0.00
				\$0.00	Jerry Holt (Laborer 1)	REG. 4	\$52.08	\$208.32
				\$0.00		O.T.		\$0.00
				\$0.00		REG.		\$0.00
		20		\$808.70		0,7.		\$0.00
				\$606.70		REG.		\$0.00
	MATERIAL AND/O	OR WORK DONE BY	SPECIALISTS					
	DESCRIPTION	NO. UNIT	UNIT COST			SI	UB-TOTAL	\$1,760.60
				\$0.00	LABOR SURCHARGE	35	%	\$616.21
				\$0.00	SUBSISTENCE	NO. @		\$0,00
				\$0.00	TRAVEL EXPENSE	NO. @		\$0.00
				\$0.00	OTHER			
				\$0.00	TOTAL COST OF	LADOD		PO 270 04
				\$0.00	TOTAL COST OF	LABOR	Α	\$2,376.81
	TOTAL COST OF EQ	JIPMENT, MATERIA	LS, AND WORK	-			В	\$808.70
	NAME:		DATE	+ 33	3 % MARKUP ON LABOR COST		(A)	\$784.35
AND EQ	ATERIAL UIPMENT				- % MARKUP ON EQUIPMENT, MATE	RIAL, AND WORK CO	st (B)	\$121.31
VERIFIE NOT A	IN AGREEMENT FOR VERIF	ICATION ONLY			•	TOTAL THIS RI	1	\$4,091.16

PROJECONTRA		cement Project			DATE PERFOMED 3/8/2017 DATE OF REPORT 3/22/2017	C.C.O. NO. AMOUNT AUT PREVIOUS EX TODAY		\$29,404.22 \$5,930,21
WORK P	ERFORMED BY JJ Fisher Construction	n Inc.				TO DATE CONTRACTO	D IOR NO	\$35,334.43 Guad #001
							R REPORT NO.	8
DESCRI	PTION OF WORK Build waterline arch (go over existing storm	drain pipe) & valve ass	embly		-		
EQUIP NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
	Backhoe	2	\$48.32	\$96,64		O.T.		
	Ten Wheeler	2	\$62.82	\$125.64	Jerry Holt (Operator 8)	REG. 2	\$70.63	\$141.26
				\$0.00	The contract of	0.7. 1		\$93.00
				\$0,00	Wyatt Carpenter (Laborer 1)	REG. 8		\$416.64
				\$0.00	The state of the s	от. 1		\$68.25
				\$0.00	Bill Branch (Laborer 1)	REG. 8		\$416.64
				\$0.00	(4.00.0)	от. 1	\$68.25	\$68.25
				\$0.00	Edgar Arios (Appr. Laborer)	REG. 8	\$28.52	\$228.16
				\$0.00	, , , , , , , , , , , , , , , , , , , ,	О,Т.	420,02	ΨΖΕΟ. 10
				\$0,00	Travis Carpenter (Truck Driver)	REG. 1	\$24.09	\$24.09
				\$0.00	, , , , , , , , , , , , , , , , , , , ,	О.Т.	QE4.00	\$0.00
				\$0.00	Travis Carpenter (Laborer 1)	REG. 7	\$52,08	\$364.56
				\$0.00		7.0	402,00	\$0.00
				\$0.00		REG.		\$0.00
						OT.		\$0.00
		4		\$222.28		REG.		\$0.00
	MATERIAL AND/OR Y	WORK DONE BY S	SPECIALISTS		1	1		40.00
	DESCRIPTION	NO. UNIT	UNIT COST		-		0110 70741	\$1,820.85
Calportla	and #1188868 (1 sk. Slurry)	1	\$1,422.39	\$1,422.39	LIBOR OUROLANDOS		SUB-TOTAL	
	and #1188602 (Kicker)	1	\$268.94	\$268.94	LABOR SURCHARGE	35	- %	5637.30
	#4396689	1	\$400.19	\$400.19			@	\$0.00
			Q-700,13	\$0.00	OTHER	NO.	@	\$0.00
				\$0.00	UTHER			
		-+-+		\$0.00	TOTAL COST OF	LABOR	A	\$2,458.15
				00.00	4			7-711111
	TOTAL COST OF EQUIP	MENT, MATERIA	LS, AND WORK				→ B	\$2,313.80
	NAME:	ı	DATE	+ 33	% MARKUP ON LABOR COST		(A)	\$811.19
	ATERIAL	•						
AND EQ VERIFIE	UIPMENT D BY;			+15	% MARKUP ON EQUIPMENT, MATE	ERIAL, AND WORK O	cost (B)	\$347.07
NOT A	N AGREEMENT FOR VERIFICA	ATION ONLY				TOTAL THIS F	REPORT	\$5,930.21

PROJECT N CONTRACT I CO. RT. P.M.		cement Project			DATE PERFOMED 3/22/2017 DATE OF REPORT 3/22/2017	C.C.O. NO. AMOUNT AUTH PREVIOUS EXPI		NO. 9 \$35,334,43 \$664,93
WORK PERF	ORMED BY JJ Fisher Construction	on Inc.				TO DATE CONTRACTOR	IOR NO	\$35,999.36 Guad #101
						CONTRACTOR		9
DESCRIPTIO	N OF WORK Furnish & Install rem	ovable bollard						
EQUIP NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	LABOR	Hours	HOURLY RATE	EXTENDED AMOUNTS
				\$0.00		О.Т.		
				\$0.00		REG.		\$0.00
				\$0.00		О.Т.		\$0.00
				\$0.00		REG.		\$0.00
				\$0.00		О.Т.		\$0,00
				\$0.00		REG.		\$0,00
				\$0.00		О.Т.		\$0,00
				\$0.00		REG,		\$0,00
				\$0.00		0.7.		
				\$0.00		REG		\$0.00
				\$0.00		O.T.		\$0.00
				\$0,00		REG.		\$0.00
				\$0,00		O.T.		\$0.00
				\$0.00		REG.		\$0.00
		0		\$0.00		О.Т.		\$0.00
				40.00		REG.		\$0.00
	MATERIAL AND/OR	WORK DONE BY	SPECIALISTS					
	DESCRIPTION	NO. UNIT	UNIT COST			Si	UB-TOTAL	\$0.00
C/O Invoice		1	\$578.20	\$578.20	LABOR SURCHARGE	35	%	\$0.00
				\$0.00	SUBSISTENCE	NO. @		\$0,00
				\$0.00	TRAVEL EXPENSE	NO. @		\$0.00
				\$0.00	OTHER			40,00
				\$0.00	70711 0007			
				\$0.00	TOTAL COST	OF LABOR	Α	\$0.00
	TOTAL COST OF EQUIP	MENT, MATERIA	LS, AND WORK				В	\$578.20
	NAME:		DATE	+ 33	% MARKUP ON LABOR COST		(A)	\$0.00
TIME, MATE AND EQUIP! VERIFIED B	MENT				- % MARKUP ON EQUIPMENT, MA		st (B)	\$86.73
	GREEMENT FOR VERIFICA	ATION ONLY			-	TOTAL THIS RE	PORT	\$664.93

CONTRA CO. RT.					DATE PERFOMED 4/7/2017 DATE OF REPORT 4/7/2017	C.C.O. ND. AMOUNT AUTHO PREVIOUS EXPER TODAY TO DATE CONTRACTOR JO CONTRACTOR RI	NOTURE OB NO.	\$35,999.36 \$1,349.40 \$37,348.75 Guad #001 9
EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
	Foreman Truck	5	\$22.76	\$113.80	+	О.Т.	_	
				\$0.00	Jorge Sanchez (non prevailing)	REG. 2	\$27.00	\$54.00
				\$0,00	(very pro-raining)	0.T.	Ψ21.00	\$0.00
				\$0.00	Jorge Sanchez (Laborer 1)	REG. 3	\$52.08	\$156.24
				\$0.00		0.7.	402.00	\$0.00
				\$0.00	Angel Jimenez (Non Prevailing)	REG 2	\$27.00	\$54.00
				\$0.00	, , , ,	о.т.	73.100	\$0.00
				\$0.00	Angel Jimenez (Laborer a)	REG. 3	\$52.08	\$156.24
				\$0.00		О.Т.	4-2	Ψ100.24
				\$0.00		REG.		\$0.00
				\$0.00		O,T.		\$0.00
				\$0.00		REG,		\$0.00
				\$0.00		0.7		\$0.00
				\$0.00		REG.		\$0.00
		5				0.7.		\$0.00
		5		\$113.80		REG.	-	\$0.00
	MATERIAL AND/OR V	WORK DONE BY	SPECIALISTS					40.00
	DESCRIPTION	NO, UNIT	UNIT COST		-			\$420.48
Central (Coast Sod #000006			*****			3-TOTAL	
	pot #66380001927284	1	\$84.24 \$34.39	\$84.24 \$34.39	LABOR SURCHARGE	35	%	\$147.17
	#4525177 (Re-stocking Fee)	1	\$284.46			0. @		\$0.00
	iozor / (iro-siooning i os)		₽∠04.40	\$284.46		0. @		\$0.00
				\$0.00	OTHER			
				\$0.00	TOTAL COST OF I	ABOR	A	\$567.65
				\$0.00			1 ^	CO. 100#
	TOTAL COST OF EQUIPM	MENT, MATERIA	LS, AND WORK				В	\$516.89
NAME: DATE			+ 33	% MARKUP ON LABOR COST		(A)	\$187.32	
	UIPMENT			+ 15	% MARKUP ON EQUIPMENT, MATERI	AL, AND WORK COST	(B)	\$77.53
A TOP	N AGREEMENT FOR VERIFICA	TION ONLY			Т	OTAL THIS REI	PORT	\$1,349.40

CITY OF GUADALUPE ADA RAMP AND VALVE REPLACEMENT PROJECT

FINAL PROGRESS PAYMENT

No.	ITEM	UNIT BID PRICE	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY	UNIT	BID QUANTITY	PERCENT COMPLETED	A	MOUNT DUE
1	Traffic Control	\$3,600.00	1	0	1	LS	1	100.00%	\$	
	Water Pollution Control Program	\$2,100.00	1	0	1	LS	1	100.00%	\$	
3	Concrete Sidewalk and Curb Ramp	\$13.50	3890	0	3890	SF	3240	120.06%	\$	
4	Concrete Spandrel and Cross Gutter	\$6.90	2588,44	0	2588.44	SF	2930	88.34%	\$	
5	Concrete Curb and Gutter	\$29.00	784.05	0	784.05	LF	745	105.24%	\$	
- 6	Truncated Domes	\$53.00	473.38	0	473.38	SF	471	100.51%	\$	
7	8" Water Valve Assembly	\$5,783.00	10	0	10	EA	10	100.00%	\$	
8	6" Water Valve Assembly	\$7,793.00	0	0	0	EA	1	0.00%	\$	
9	Remove and Replace Asphalt Concrete Surfacing	\$8.00	1796.2	0	1796.2	SF	2160	83.16%	\$	-÷
L_							TO:	TAL AMOUNT DUE		\$0.0

PREVIOUS PAY ESTIMATES	\$ 196,101.43
LESS RETENTION (10%)	\$ (19,610.14)
TOTAL PREVIOUS PAYMENTS	\$ 176,491.29
EXTRA WORK	
DAILY EXTRA WORK REPORT NO. 1	\$ 3,767.97
DAILY EXTRA WORK REPORT NO. 2	\$ 2,629.05
DAILY EXTRA WORK REPORT NO. 3	\$ 4,710.19
DAILY EXTRA WORK REPORT NO. 4	\$ 4,612.17
DAILY EXTRA WORK REPORT NO. 5	\$ 2,474.39
DAILY EXTRA WORK REPORT NO. 6	\$ 4,889.54
DAILY EXTRA WORK REPORT NO. 7	\$ 4,091.16
DAILY EXTRA WORK REPORT NO. 8	\$ 5,930.21
DAILY EXTRA WORK REPORT NO. 9	\$ 664.93
DAILY EXTRA WORK REPORT NO. 10	\$ 1,349.40
TOTAL EXTRA WORK	\$ 35,119.01
TOTAL WORK COMPLETED	\$ 231,220.44
LESS PREVIOUS PAYMENTS	\$ (176,491.29)
LESS ADJUSTED RETENTION (5%)	\$ (11,561.02)
TOTAL PAYMENT FOR THIS INVOICE	\$ 43,168.13

RECOMMENDED FOR PAYMENT:

City Engine Date

REPORT TO THE CITY COUNCIL

7f.

Council Agenda of May 9, 2017

COUR	
Prepared by: Cruz Ramos, City Administrator	Reviewed by:

SUBJECT: Proposition 1 Integrated Regional Water Management (IRWM)

Disadvantaged Community Involvement Grant Local Agency Partner

Agreement

RECOMMENDATION:

By motion approve the "
Local Agency Partner Agreement
, between the Santa Barbara County Water Agency (AGENCY) and the City of Guadalupe (LOCAL
AGENCY PARTNER)

BACKGROUND:

The Community Foundation of Santa Cruz County (Grantee) through the Regional Water Management Foundation submitted a grant proposal and application on behalf of the six IRWM Regions in the Central Coast Funding Area to the California Department of Water Resources ('DWR') for the Proposition 1, IRWM Disadvantaged Community Involvement Grant; DWR has approved the Grantee's grant application; **Agency** is an eligible grant recipient, and is willing to serve as the single Santa Barbara County IRWM Local Project sponsor for the Santa Barbara IRWM region under the Grant Agreement with the California Department of Water Resources ('DWR') and to enter into Local Agency Partner agreement with the other public agencies for state-approved project components in the Santa Barbara IRWM and to act as the administrator of the grant.

DISCUSSION:

As a partner with Santa Barbara County under the Integrated Regional Water Management (IRWM) Program, the City of Guadalupe wishes to carry out the approved grant project component known as the Water Distribution, Sewer Collection, and Wastewater Treatment System Improvements with an initial budget of \$440,337 and consents to implement the Project Component's though this Agreement with Agency. The MOU provides stipulations that the various participants will abide by all of the regulations required in the funding program. Approval of the Local Agency Partner Agreement is a requirement of participants.

FISCAL IMPACT:

There are no City matching funds required. The fiscal impact is neutral.

ATTACHMENT:

"Local Agency Partner Agreement for the Receipt of IRWM Prop 1 Disadvantaged Community Involvement Grant Funds"

PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) DISADVANTAGED COMMUNITY INVOLVEMENT GRANT LOCAL AGENCY PARTNER AGREEMENT

Between the Santa Barbara County Water Agency and the City of Guadalupe

This Proposition 1 Integrated Regional Water Management ("IRWM") Local Agency
Partner Agreement ("AGREEMENT") is made this day of, 2017, between
the Santa Barbara County Water Agency ("AGENCY") and the City of Guadalupe ("LOCAL
AGENCY PARTNER") (collectively "PARTIES"), regarding the approved grant funded project
component known as the Water Distribution, Sewer Collection, and Wastewater Treatment
System Improvements (collectively "THE PROJECT COMPONENT").

RECITALS

- A. The Community Foundation of Santa Cruz County ("GRANTEE") through the Regional Water Management Foundation submitted a grant proposal and application on behalf of the six IRWM Regions in the Central Coast Funding Area to the California Department of Water Resources ("DWR") for the Proposition 1 IRWM Disadvantaged Community Involvement Grant;
 - B. DWR has approved the GRANTEE's grant application;
- C. AGENCY is an eligible grant recipient, and is willing to serve as the single Santa Barbara County IRWM Local Project Sponsor for the Santa Barbara IRWM Region under the Grant Agreement with the California Department of Water Resources ("DWR") and to enter into Local Agency Partner agreements with the other public agencies for state-approved project components in the Santa Barbara IRWMP and to act as the administrator of the grant, on the terms and conditions set forth herein;

- D. LOCAL AGENCY PARTNER wishes to carry out the approved grant project component known as the Water Distribution, Sewer Collection, and Wastewater Treatment System Improvements and consents to implement THE PROJECT COMPONENT through this AGREEMENT with AGENCY;
- E. GRANTEE, as an eligible grant recipient, will enter into the Grant Agreement with DWR to implement the approved PROJECT COMPONENT and to administer the applicable grant requirements; and
- F. LOCAL AGENCY PARTNER is willing and committed to meet all DWR requirements under the Grant Agreement for THE PROJECT COMPONENT.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

- 1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
- 2. Parties Roles. AGENCY shall act as the Local Project Sponsor for the Santa Barbara IRWM Region and enter into this Local Agency Partner Agreement with LOCAL AGENCY PARTNER and coordinate with GRANTEE. AGENCY may contract with third parties for the administrative services called for in the Grant Agreement. LOCAL AGENCY PARTNER shall complete the PROJECT COMPONENT in compliance with the Grant Agreement.
- 3. **Agency's Responsibilities.** Subject to DWR requirements and direction, and in accordance with the terms of the Grant Agreement, AGENCY shall:

- a) Pay grant funds to LOCAL AGENCY PARTNER for work on THE PROJECT

 COMPONENT for activities completed in accordance with the terms of the Grant

 Agreement, upon receipt of grant funds for that work from the DWR:
- b) Timely submit to the DWR invoices, reports, and assurances received from LOCAL AGENCY PARTNER prepared to meet the accounting, reporting and other requirements in the Grant Agreement for THE PROJECT COMPONENT; and
- c) Maintain files and accounts for THE PROJECT COMPONENT in accordance with Grant Agreement and with assistance from AGENCY's consultant.

However, in acting pursuant to this Agreement and the Grant Agreement:

- d) AGENCY shall have no responsibility for maintenance of or insurance for THE PROJECT COMPONENT.
- e) AGENCY is not acting as a surety. This AGREEMENT is not a performance, payment, completion or labor and materials bond. AGENCY does not guarantee or warrant that implementation of THE PROJECT COMPONENT will proceed, be completed, or that the grant funds for THE PROJECT COMPONENT will be sufficient to meet incurred expenses. AGENCY does not guarantee or warrant any studies, plans and specifications for THE PROJECT COMPONENT. AGENCY does not guarantee or warrant any estimated construction costs or budget set forth in either the grant application or Grant Agreement. AGENCY shall have no responsibility for any aspect of bidding and selection of consultants, contractors and subcontractors to perform any aspect of the work of THE PROJECT COMPONENT under this AGREEMENT. Instead, AGENCY is only acting as a conduit: 1) for transfer of grant funds to LOCAL AGENCY PARTNER for THE PROJECT COMPONENT in

- furtherance of the grant agreement, and 2) for the transmission of invoices, reports, financial information and state disclosure assurances and other information required by the grant agreement to be transmitted from LOCAL AGENCY PARTNER to the GRANTEE.
- f) AGENCY does not guarantee or warrant that it will pay any invoice submitted by LOCAL AGENCY PARTNER until funds for approved invoices have actually been transmitted by the DWR and GRANTEE to AGENCY. AGENCY assumes no liability to any entity, including but not limited to, LOCAL AGENCY PARTNER, and any consultants, contractors and subcontractors on THE PROJECT COMPONENT for any delays or reductions by the GRANTEE or by the DWR in approval or transmittal of grant funds to the AGENCY.
- 4. Local Agency Partner's Responsibilities. LOCAL AGENCY PARTNER shall:
- a) Carry out, build and/or perform THE PROJECT COMPONENT in accordance with all requirements for THE PROJECT COMPONENT attached hereto as Exhibit 1, and as set forth in the Grant Agreement, attached hereto as Exhibit 2, and the Local Project Sponsor Subgrant Agreement, attached hereto as Exhibit 3. All Exhibits are incorporated herein by this reference and LOCAL AGENCY PARTNER agrees to be bound to and comply with all of the terms, conditions, and obligations contained within the Exhibits. LOCAL AGENCY PARTNER shall allow AGENCY, GRANTEE and DWR access to any work sites or other areas associated with the project for the purpose of making observations or conduction any necessary tests or studies;

- b) Prepare and submit project documents in accordance with the terms of the Grant Agreement;
- c) Fulfill all assurances, declarations, representations and commitments made by LOCAL AGENCY PARTNER in support of LOCAL AGENCY PARTNER's request for grant funds. LOCAL AGENCY PARTNER agrees to all requirements and limitations of the Grant Agreement for THE PROJECT COMPONENT;
- d) Return any audit disallowance, including, but not limited to, any interest, penalties and other costs or expenses, related to THE PROJECT COMPONENT, as provided in the Grant Agreement to the AGENCY for transmission to DWR;
- e) Be solely responsible for compliance with all applicable laws, policies and regulations in carrying out this AGREEMENT and THE PROJECT COMPONENT, in accordance with the Grant Agreement; and
- f) Proceed with all reasonable diligence in: (i) the commencement and completion of THE PROJECT COMPONENT; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for THE PROJECT COMPONENT; and (iii) submittal of requests for payment fully compliant with the Grant Agreement, and accompanied by written verification certified under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for THE PROJECT COMPONENT.
- 5. Altering the Project Component. In the event LOCAL AGENCY PARTNER wishes to substantially alter the schedule, materials, methods or deliverables related to THE PROJECT COMPONENT, LOCAL AGENCY PARTNER shall immediately provide notice to

AGENCY as set forth in the Grant Agreement. AGENCY shall timely forward LOCAL AGENCY PARTNER's request for alteration to GRANTEE and DWR for its consideration. No alternations will be allowed unless approved by DWR, GRANTEE, and AGENCY in writing.

6. **Grant Communications**. LOCAL AGENCY PARTNER's questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to the AGENCY's representatives for resolution with the DWR. AGENCY shall promptly relay LOCAL AGENCY PARTNER's questions and communications to DWR.

7. Funding and Budgets.

- a) LOCAL AGENCY PARTNER shall pay or cause to be paid and provide all required grant matching funds or in-kind matching services for THE PROJECT COMPONENT, shall provide all necessary environmental review, and shall obtain all required permits for THE PROJECT COMPONENT.
- b) AGENCY and LOCAL AGENCY PARTNER agree that the initial budget for THE PROJECT COMPONENT is:

Task	Proposition 1	Match	Total
8.6.2	\$440,337.00	\$0	\$440,337.00

This budget may be adjusted in accordance with the Grant Agreement.

c) AGENCY shall use all funds it receives for THE PROJECT COMPONENT from DWR under the Grant Agreement solely and exclusively for the purposes set out in this AGREEMENT for THE PROJECT COMPONENT; provided, however, that AGENCY shall not be responsible for any funds paid out as a result of error, fraud, forgery or misrepresentation.

- d) It is agreed by the PARTIES that if any applicable federal or state budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the grant, then this AGREEMENT shall be suspended until such time as funding is appropriated. This AGREEMENT shall terminate if the Grant Agreement is canceled by DWR. In this event, except for those funds already received from DWR and approved for payment for work on THE PROJECT COMPONENT, AGENCY shall have no liability to transmit any funds for work on THE PROJECT COMPONENT to LOCAL AGENCY PARTNER. LOCAL AGENCY PARTNER agrees to indemnify and defend and hold AGENCY harmless from any claims asserted against AGENCY by any entity in the event that the applicable federal or state budget act does not appropriate sufficient fund for THE PROJECT COMPONENT.
- e) LOCAL AGENCY PARTNER agrees that any fund retention applied by

 DWR to satisfy the Grant Agreement may delay disbursement of the retention

 amount to the AGENCY and therefore the LOCAL AGENCY PARTNER.
- 8. Designated Representative. The signature of LOCAL AGENCY PARTNER's

 General Manager ______ or Project Manager ______ on the requests for payment
 to AGENCY submitted by LOCAL AGENCY PARTNER shall conclusively and finally
 establish the right of AGENCY to draw checks as so requested, subject to AGENCY's

 performance of its responsibilities as the Local Project Sponsor pursuant to the Grant Agreement,
 and subject to the DWR's transmittal of grant monies to AGENCY for THE PROJECT

 COMPONENT and subject to LOCAL AGENCY PARTNER's compliance with the Grant

Agreement. Changes to authorized signatures shall be accomplished by written notice from LOCAL AGENCY PARTNER to AGENCY pursuant to Section 19 (Notices).

- 9. **Indemnification.** To the fullest extent permitted by law, LOCAL AGENCY PARTNER shall indemnify, defend, and hold the AGENCY, its board, officers, employees, consultants, agents and volunteers, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including without limitation attorney fees, judgments, awards or liabilities arising out of this AGREEMENT or LOCAL AGENCY PARTNER's work on THE PROJECT COMPONENT.
- 10. **Insurance**. AGENCY shall not be responsible for securing insurance, including, but not limited to, protection against loss or damage to THE PROJECT COMPONENT or any pre-purchased materials for said PROJECT COMPONENT, including, but not limited to, losses due to the following: fire, earthquake, vandalism or theft. AGENCY is not responsible or liable for any loss or damage resulting from the failure to secure insurance or from any lack of coverage. At a minimum, LOCAL AGENCY PARTNER shall provide all insurance coverages as required for THE PROJECT COMPONENT in the Grant Agreement.

LOCAL AGENCY PARTNER, at its sole expense, shall ensure that the AGENCY, including its board, officers, consultants, employees, agents and volunteers, are named as additional insured, and insured in the same amount as LOCAL AGENCY PARTNER, on all insurance policies which LOCAL AGENCY PARTNER is required to obtain pursuant to the Grant Agreement. LOCAL AGENCY PARTNER agrees to provide AGENCY with written documentation that it has been so named as an additional insured on all insurance policies which LOCAL AGENCY PARTNER is required to obtain pursuant to the Grant Agreement.

- 11. **Assignment.** AGENCY shall not be obligated to recognize any assignment of this AGREEMENT by LOCAL AGENCY PARTNER to any third party, except as agreed to in writing by the AGENCY and LOCAL AGENCY PARTNER.
- 12. **Severability.** Should any provision of this AGREEMENT be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this AGREEMENT.
- 13. **Third Party Beneficiaries.** This AGREEMENT is only for the benefit of the PARTIES and not for the benefit of any third party, other than DWR and GRANTEE.
- 14. Independence of Contracting Parties. Nothing in this AGREEMENT shall create any contractual relationship between any contractor, subcontractor, or consultants of LOCAL AGENCY PARTNER and AGENCY. LOCAL AGENCY PARTNER agrees to be fully responsible to AGENCY for the acts and omissions of its contractors, subcontractors, consultants and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by LOCAL AGENCY PARTNER. LOCAL AGENCY PARTNER's obligation to pay its contractors, subcontractors, and consultants is independent of the obligation of the DWR to transmit monies to AGENCY. AGENCY has no obligation to transmit monies to any contractor, subcontractor, or consultant of LOCAL AGENCY PARTNER.
- 15. **Term.** The term of the AGREEMENT shall be the same as, and coincide with, the term of the Grant Agreement, incorporated herein by this reference.

Upon completion of construction or performance of THE PROJECT COMPONENT or termination of this AGREEMENT, AGENCY shall: 1) disburse to LOCAL AGENCY PARTNER any remaining sums of money in the account approved by the DWR for payment to LOCAL AGENCY PARTNER, which have not already been disbursed by AGENCY to LOCAL

AGENCY PARTNER, and 2) distribute pro rata refunds to LOCAL AGENCY PARTNER of unexpended administrative cost contributions.

16. **Termination.** This AGREEMENT shall terminate upon the earlier of: (i) written notice from the DWR or GRANTEE to AGENCY and LOCAL AGENCY PARTNER of insufficient appropriations and cancellation of the Grant Agreement; (ii) AGENCY's disbursement of all funds for THE PROJECT COMPONENT pursuant to this AGREEMENT by _______, 20___, plus 35 years; or (iii) termination of the AGREEMENT by AGENCY due to breach as set forth below.

Termination for Breach. THE PARTIES agree that if LOCAL AGENCY PARTNER abandons carrying out THE PROJECT COMPONENT or fails to cure any breach of this AGREEMENT within 30 days of receipt of Notice of Breach from AGENCY, then AGENCY may, in its sole discretion serve written notice to LOCAL AGENCY PARTNER that AGENCY intends to terminate this AGREEMENT due to LOCAL AGENCY PARTNER's breach in 30 days and, if the breach is not timely and reasonably cured, terminate this AGREEMENT.

17. Record Retention.

a) For a period of five (5) years after completion of THE PROJECT

COMPONENT or as otherwise required by the Grant Agreement, AGENCY shall retain a copy of records of: (i) AGENCY deposits into, and disbursements from, accounts for THE PROJECT COMPONENT; (ii) requests for payment received from LOCAL AGENCY PARTNER; and (iii) AGENCY inspection of LOCAL AGENCY PARTNER requests for payment on THE PROJECT COMPONENT. Upon prior written request from DWR or LOCAL AGENCY PARTNER, AGENCY shall provide DWR or LOCAL

April 2017

AGENCY PARTNER reasonable access to inspect such records on AGENCY

premises during normal business hours.

b) For a period of ten (10) years after completion of THE PROJECT

COMPONENT, LOCAL AGENCY PARTNER shall maintain copies of all

financial records related to THE PROJECT COMPONENT, shall make those

records available to AGENCY upon request, and shall provide reports and/or

operational data upon request of AGENCY for the purpose of reporting to

DWR or other data collection purposes.

18. Authority. Each PARTY represents and warrants that each person signing this

AGREEMENT on behalf of the PARTY, has legal authority to sign this AGREEMENT and bind

that PARTY.

19. Notices. Notice pursuant to this AGREEMENT shall be sent by United States

Mail and by facsimile transmission to the following representatives for the PARTIES.

LOCAL AGENCY PARTNER:

City of Guadalupe 918 Obispo Street

Guadalupe, CA 93434

Attn.: Cruz Ramos

(805) 356-3892

AGENCY:

Santa Barbara County Water Agency

130 E Victoria St # 200, Santa Barbara, CA 93101

Santa Barbara, CA 93101

Attn: Scott D. McGolpin

(805) 568-3010

April 2017

PARTIES may change representatives and addresses upon written notice to the other PARTIES.

20. Law and Venue. This AGREEMENT is entered into, and shall be construed and

interpreted in accordance with the laws of the State of California. Any litigation regarding this

AGREEMENT or its contents shall be filed in the County of Santa Barbara, if in state court, or in

the federal district court nearest to Santa Barbara County, if in federal court.

21. Negotiated Agreement. This AGREEMENT has been negotiated between the

PARTIES and reviewed by their respective Counsel, and shall not be construed against any Party

as the drafting party.

22. Counterparts. This AGREEMENT will be considered binding and effective

when it has been fully executed by THE PARTIES. This AGREEMENT may be executed in

counterpart originals, with all counterparts taken as a whole constituting the complete

AGREEMENT.

23. **Headings.** The headings of the sections shall be solely for convenience of

reference and shall not affect the meaning, construction or effect hereof.

IN WITNESS WHEREOF, having read the foregoing and having understood and agreed

to the terms of this AGREEMENT, THE PARTIES voluntarily affix their signatures below.

AGENCY:

SANTA BARBARA COUNTY WATER AGENCY SCOTT D. MCGOLPIN

PUBLIC WORKS DIRECTOR

By:	
Date:	

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI

April 2017 **COUNTY COUNSEL** BY:___ Deputy APPROVED AS TO FORM: APPROVED AS TO FORM: RAY AROMATORIO, ARM, AIC THEODORE A. FALLATI, CPA RISK PROGRAM ADMINISTRATOR **AUDITOR-CONTROLLER** By:_____ BY:_____ Deputy LOCAL AGENCY PARTNER: THE CITY OF GUADALUPE By: Name____ Title____

Date____

EXHIBIT 1

THE PROJECT COMPONENT

Task 8.6.2 – City of Guadalupe Water Distribution, Sewer Collection, and Wastewater Treatment System Improvements: The City of Guadalupe is proposing project development and construction activities for improvements to their water distribution, sewer collection, and wastewater treatment system, as follows:

Water Distribution Improvements: As part of the 2014 Water Master Plan update, the City of Guadalupe performed a review of the water distribution system, and its ability to provide sufficient Operational, Emergency, and Fire service to the community under existing and future conditions. The review included the development and evaluation of a hydraulic model of the City's distribution system. The fire flow assessment indicated that the distribution system is unable to provide the minimum required flow and residual pressure to schools and industrial zones as set forth by the City Fire Chief. This project would implement the water distribution system upgrades recommended to meet fire flow requirements under existing and future conditions.

Sewer Collection System Improvements: As part of the 2014 Wastewater Collection and Treatment Master Plan, the City performed a review of the sewer collection and wastewater treatment system, and its ability to serve the City under existing and future conditions. The review included the development and evaluation of a hydraulic model of the City's collection system, along with a comprehensive review of the City's wastewater treatment plant capacity and operations. The assessment indicated that the collection and treatment systems have significant deficiencies under existing and future conditions, and recommended various upgrades to address the deficiencies.

Wastewater Treatment System Improvements: In 2012, the City completed wastewater treatment plant (WWTP) improvements to improve effluent quality and meet permit requirements. The

project was the first phase of a larger improvement plan recommended to meet permit conditions and improve operability over a 30-year design life. The project scope was reduced to meet available grant funding while performing the minimal improvements necessary to ensure compliance with the existing Waste Discharge Requirements. With the reduced scope came a recommendation that the City procure funding to complete the improvement plan within the next two to three years (by 2015). This project would implement the additional improvements needing, including replacement and/or refurbishment of facilities located at the influent pump station, as well as grit removal system, effluent distribution ditch, irrigation pump station, effluent storage ponds, and sprayfields.

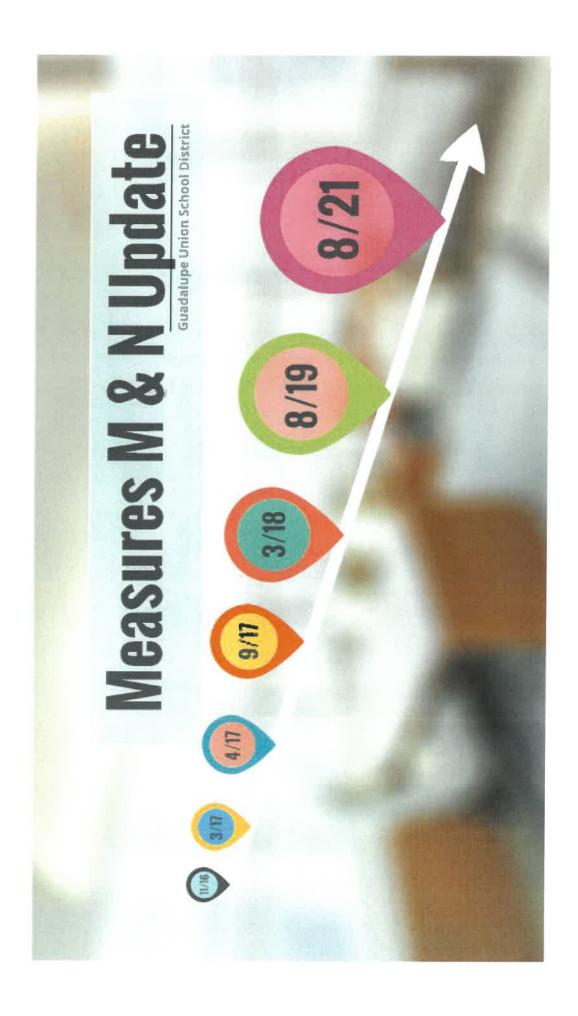
The tasks associated with the proposed water distribution, sewer collection, and wastewater treatment system improvements include:

- a) Geotechnical Investigations: A Certified Geotechnical Engineer will perform a detailed geotechnical investigation at the project sites to explore subsurface conditions. Field investigations will be performed to collect pertinent data and information, which will be analyzed to develop geotechnical engineering recommendations for the final design. The field and laboratory data will be reviewed by a Registered Geotechnical Engineer, and evaluated with respect to development of geotechnical criteria for the proposed projects.
- b) Survey/Right-of-Way: A topographic and boundary survey will be performed to prepare a map within the project limits.
- c) Preliminary Design Report: The Preliminary Design Report (PDR) will be performed.

 The PDR will describe recommended design features and assessments such as flows, redundancy, materials selection, and operation and maintenance. A hydraulic analysis

will be performed to evaluate fire flows and residual pressure. The PDR will include an assessment of permitting, construction sequencing, anticipated design and construction schedule, and temporary facilities. A construction cost opinion will be provided, along with identification of long lead items.

d) Plans, Specifications, and Estimates: The City's consultant will prepare construction plans and technical specifications for public bid. Plans will be prepared in AutoCad format, and technical specifications will be prepared in CSI format.



Bonds Pass!

The citizens of Guadalupe approve Measures M and N - 78% and 76% respectively

First Installment

The District receives the first installment of \$2.7 million to begin approved projects

Planning Stage

District officials meet and finalize plans for McKenzie Junior High School... Play Field and new future eight classroom building.

leaky roofs, plumbing and updating bathrooms at Mary Buren. Plans are also finalized for repairs of classrooms,

Play Field Complete and Technology for All

Targeted timeline for the McKenzie play field to be completed is September 2017!

The District is also planning to become a 'one-to-one' school district... providing a tablet or laptop for every student and teacher.

Preparing students for college and careers!

Breaking Ground

The timing to begin the groundwork for the future eight classroom building is to begin in March 2018,

New Classroom Wing

The new eight classroom wing is scheduled to be open for student use August 2019. McKenzie "Middle" School will house students grades 5 through 8 until the future junior high school is built in the Pasadera housing development.

Future Junior High School

ownership of the land, the State sells Prop 51 bonds, and the developer builds development will begin construction when the school district obtains The future junior high school designated for the Pasadera housing the road to the future school site.

beautiful gymnasium for students and the community! Thanks to the voters of Guadalupe,

SUCCESS

Guadalupe Union School District

Update for Guadalupe Guadalupe City Council



Accountability Dashboard California School

2

California Model Five-by-Five Grid Placement Reports

School accountability model & dashboard

Increased 5-14% Increased over 15% increased over 20% increased over 15% Increased over 159 Increased over 20% increased over 159 Increased over 15 Increased 5-14% increased 5-14% increased 5-14% Increased 5-14% Introduced 7-19% Introduced 5-14% Maintained Maketained Increased 7-19% increased 7-19% Interested 7-19% Increased 7-19% nomined over 10% increased 7-19% ropp at 1 - 10 Increased 7-19% language Not applicable English ropped 1.5-10% Maintained English learner Lower performance—higher performance == Not reported Vol. reported lot reported Not reported Nat reported (Orcult Union continued) Clarence Ruth Elementary Orcutt Academy Charter Mary Buren Elementary Buena Vista Elementary La Canada Elementary Los Berros Elementary Jakeview Junior High McKenzie Junior High Hapgood Elementary Crestview Elementary Lompoc Valley Middle La Honda Elementary Miguelito Elementary Fillmore Elementary Guadalupe Union District/School Orcutt Juniar High Lompoc Unified Patterson Road Raiph Duniap Olga L. Reed Pine Grove Increased over 159 increased over 20% increased over 159 Increased 5-14% ncreased over 15 Increased 5-14% ncreased 5-18% Increased 5-14% Increased 5-14% Increased 5-14% Propped 1.5-104 Increased 5-14% Droppied 1.5-104 Increased 5-14% Maintained Math only grades 3-8) Not applicable ncreased over 10% increased over 20% Increased 7-19% Increased 7-19% Increased 7-19% Increased 7-19% Increased 7-19th Presented 7-19% hicreased 7-19% increased 7-19% Increased 7-19% language occurred 1.5-10% hcreased 1.5-10% Increased 1,5-10% English learner intained El Camino Junior High ommie Kunst Jr. High Santa Maria Joint HS Ontiveros Elementary Arellanes Junior High Arellanes Elementary Santa Maria-Bonita Fairlawn Elementary Ernest Righetti High Sanchez Elementary Pioneer Valley High District/School Liberty Elementary Turnell Elementary Oakley Elementary Battles Elementary **Bonita Elementary** Adam Elementary Sruce Elementary Miller Elementary laylor Elementary Fester Junior High Alvin Elementary Santa Maria High Rice Elementary

Len Wood, Staff

SOURCE: Calif. Dept. of Education http://www.cde.ca.gov/californiamodeli/defauth

Not reported

ompor High

Increased 1.5-10% Increased 7-19% Increased 5-14% Increased 5-14% Maintained Increased 5-14% Increased 5-14% Increased 5-14%

Orcutt Union Alice Shaw Joe Nightingale

May Grisham

Net applicable

California School Dashboard

Records Status and Change

03

https://www.caschooldashboard.org/#/Home

District Overview

Growth Opportunities

02

The goal is yearly improvement

https://www.caschooldashboard.org/#/Details/4269203000000/1/EquityReport

English Language Arts

Increasing!

https://www.caschooldashboard.org/#/ReportDetail/4269203000000/1/6

04

Mathematics

Increasing!

05

https://www.caschooldashboard.org/#/ReportDetail/42692030000000/1/7

Success with Time

As growth continues, status will change!

Preparing our students for college and careers

90





City of Guadalupe Quarterly Financial Report Third Quarter Ending March 31, 2017

May 9, 2017

Introduction

The Quarterly Financial Report is prepared by the Finance department to provide a summary of fund balance, revenues and expenditures. The Financial Report focuses on the General and Enterprise Funds and provides a simple answer to the question "How is the fund doing. I am hopeful you will find this report useful and should you need more detail the report can be modified in the future based on your feedback.

GENERAL FUND

General Fund Balance

The chart below shows the budgeted fund balance versus the actual third quarter fund balance for the General fund. The beginning fund balance is the audited fund balance at 6/30/16. The fund balance reflects expenditures exceeding revenues at 3/31/17.

General Fund	Budget	3rd Qtr. Actual	Percent
Fund Balance 6/30/16	-\$739,427	-\$739,427	
Revenues *	3,920,400	2,531,620	64.6%
Expenditures	3,919,963	2,733,906	69.7%
Fund Balance 3/31/17	-\$738,990	-\$941,713	
* Includes Transfers			

With 75% of the year complete \$2.5 million or 64.6% of budgeted revenues have been received. General Fund expenditures of \$2.7 million or 69.7% of the budget have been expended. Currently revenue is below the 75% benchmark due to the timing of revenues received. Property tax revenue is received in January and late May. The fourth quarter will reflect May property tax revenues and smooth out revenues.

Major General Fund Revenue Variances:

The five major General Fund revenue sources: property tax, sales tax, utility user tax, business licenses and franchise fees account for approximately 56% of General Fund revenues received in the third quarter. Year to date revenues are trending 10% over prior year third quarter.

		Current Year	Percent	Prior Year
General Fund	Budget	3rd Qtr. Actual	of Budget	3rd Qtr. Actual
Property Tax	\$1,055,000	\$529,414	50.2%	\$434,887
Sales Tax	402,000	273,121	67.9%	228,299
Utility User Tax	385,000	261,352	67.9%	253,081
Business License	301,000	287,935	95.7%	285,586
Franchise Fees	202,000	76,379	37.8%	92,095
Total Major Revenues	\$2,345,000	\$1,428,201	60.9%	\$1,293,948
Other Revenues	893,500	580,967	65.0%	496,278
Transfers	681,900	522,452	76.6%	504,670
Total Revenues	\$3,920,400	\$2,531,620	64.6%	\$2,294,896

Major General Fund Revenue Variances Cont:

Property Tax – Third quarter property tax received is approximately \$95 thousand or 22% higher than the same quarter last fiscal year.

Sales Tax – payments received are approximately \$45 thousand or 20% higher compared to third quarter last fiscal year.

Utility User Tax- had a 3% increase over the prior year same quarter.

Business License – had a 1% increase over the prior year same quarter.

Franchise Fees – had a 17% decrease over the prior year third quarter.

General Fund Expenditures

General Fund expenditures of \$2.7 million are 69.7% of budget through the third quarter ended March 31, 2017. Currently all departments are below the 75% benchmark of budgeted expenditures except for attorney and the general street department. Below summarizes expenditures by department.

		Current Year	Percent	Prior Year
General Fund	Budget	3rd Qtr. Actual	Of Budget	3rd Qtr. Actual
Police	\$1,721,546	\$1,204,405	70.0%	\$1,078,904
Fire	595,446	414,602	69.6%	360,724
Finance	453,202	328,983	72.6%	290,062
Administration	331,992	246,048	74.1%	222,132
Building Department	316,625	145,883	46.1%	117,913
Non-Departmental	162,867	99,461	61.1%	83,111
Parks & Recreation	116,898	81,238	69.5%	80,179
Building Maintenance	98,837	65,446	66.2%	69,113
Attorney	80,000	108,080	135.1%	64,686
General Street	32,000	32,000	100.0%	30,900
Council	10,550	7,760	73.6%	8,193
Total Expenditures	\$3,919,963	\$2,733,906	69.7%	\$2,405,917

The chart below summarizes expenditures by category:

		Current Year	Percent	Prior Year
General Fund	Budget	3rd Qtr Actual	of Budget	3rd Qtr Actual
Staffing	\$2,850,046	\$2,036,571	71.5%	\$1,832,648
Contract & Services	417,900	274,733	65.7%	199,280
Maintenance & Operations	524,000	352,530	67.3%	320,906
Capital Outlay	43,000	32,000	74.4%	31,719
Sub-Total	3,834,946	2,695,834	70.3%	2,384,553
Debt Service	85,017	38,072	44.8%	21,364
Total Expenditures	\$3,919,963	\$2,733,906	69.7%	\$2,405,917

ENTERPRISE FUNDS

Water Fund

The Water fund shows that approximately \$1.4 million or 83% of revenues have been received and \$1.3 million or 73% of the budget has been spent, resulting in revenues exceeding expenditures by \$56 thousand through the third quarter of FY 2017.

Wastewater Fund

The Wastewater fund shows that \$1 million or 82% of revenues have been received and \$624 thousand or 68% has been spent, resulting in revenues exceeding expenditures by approximately \$404 thousand.

Solid Waste Fund

The Solid Waste Fund shows that approximately \$102 thousand or 47% of revenues have been received and approximately \$44 thousand or 97% of the budget has been spent. As of August 1, 2016, the City's waste hauler began billing residential customers. Actual expenditures and the budget reflect one month's worth of contract services for July 2016.

Transit Fund

The Transit Fund received \$326 thousand or 63% of revenues and \$366 thousand or 74% of the budget has been spent. This resulted in expenditures exceeding revenues by approximately \$40 thousand. Revenue is at 63% due to the timing of Local Transportation fund revenues which are expected to "catch up" by the end of the year.

	Water	Wastewater	Solid Waste	Transit
Revenues				
Charges for Services	\$1,260,707	\$987,278	\$80,875	\$48,77
Interest Income	189	0	0	6
Other Revenue	131,678	41,069	20,997	277,500
Total Revenues	1,392,574	1,028,347	101,872	326,346
Expenses				
Operating	406,534	470,601	43,939	340,064
Capital Expenditures State Water	19,454	0	0	(
Payments	536,205	0	0	(
Debt Service	163,094	20,819	0	(
Transfers Out	211,425	133,002	0	26250
Total Expenses	1,336,712	624,422	43,939	366,314
Revenues over (under)			•	
Expenses	\$55,862	\$403,925	\$57,934	(\$39,968