



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of July 14, 2020

Prepared by:
Todd Bodem, City Administrator

SUBJECT: Resolution in Support of the United Nations Convention on the Elimination of all forms of Discrimination Against Women

RECOMMENDATION:

It is recommended that the City Council approve Resolution No. 2020-53 in support of the United Nations Convention on the elimination of all forms of discrimination against women ("CEDAW").

DISCUSSION:

Councilmember Liliana Cardenas forwarded city staff requesting that a Resolution be considered to show support of the ("CEDAW").

Equality of rights for women is a basic principle of the United Nations. The Preamble to the Charter of the United Nations sets as one of the Organization's central goals the reaffirmation of "faith in fundamental human rights, in the dignity and worth of the human person, in the equal rights of men and women."

The United States is the only industrialized nation to not yet ratify CEDAW and many cities, including the City of Santa Barbara, have called for ratification of CEDAW by the United States Congress. Therefore, the City of Guadalupe have an appropriate role in affirming the importance of international law in our community as universal norms and to serve as guides for public policy.

In consideration thereof, in honor of our women, staff recommends that the City of Guadalupe affirms its support of the United States' ratification or accession of the CEDAW.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Resolution No. 2020-53

RESOLUTION NO. 2020-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE IN SUPPORT OF THE UNITED NATIONS CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN

WHEREAS, the United Nations Convention on the Elimination of All Forms of Discrimination Against Women ("CEDAW") was adopted by the United Nations General Assembly in December 1979; and

WHEREAS, the spirit of CEDAW is rooted in the goals of the United Nations to affirm faith in fundamental human rights, in the dignity and worth of the human person, and in the equal rights of women and men and as CEDAW provides a comprehensive framework for challenging the various forces that have created and sustained discrimination based upon sex; and

WHEREAS, the United States is the only industrialized nation to not yet ratify CEDAW and many cities, including the City of Santa Barbara, have called for ratification of CEDAW by the United States Congress; and

WHEREAS, 163 countries, representing over three-fourths of the world, have now ratified or acceded to CEDAW; and

WHEREAS, CEDAW, also called the International Bill of Rights for Women, obligates those countries which have ratified or accede to it to take appropriate measures to ensure the full development and advancement of women in all spheres - including political, educational, employment, health care, economic, social, legal marriage and family relations - as well as to modify the social and cultural patterns of conduct of women and men to eliminate prejudice as well as customs and practices that are based on the idea of the inferiority or superiority of either sex; and

WHEREAS, on November 6, 2018 the Board of Supervisors of Santa Barbara County, State of California demonstrated its commitment to women's rights by passing and adopting CEDAW;

WHEREAS, municipal governments have an appropriate and legitimate role in affirming the importance of international law in their own communities as universal norms and to serve as guides for public policy; and

WHEREAS, there are many precedents for city government to take such initiative to link local government support to international covenants.

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

1. The City of Guadalupe affirms its support of the United States' ratification or accession to The Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW).
2. The Council of the City of Guadalupe is directed to send a copy of this resolution to the President of the United States, U.S. Senators Dianne Feinstein and Kamala Harris, and U.S. Representative SALUD CARBAJAL, urging immediate action begin on CEDAW and urging support for the United States' ratification or accession to CEDAW.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 14th day of July, 2020 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Raguz, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 2020-53** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held July 14, 2020 and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Phillip Sinco, City Attorney



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of July 14, 2020

Prepared by:
Shannon Sweeney,
Public Works Director / City Engineer

Approved by:
Todd Bodem, City Administrator

SUBJECT: Water Standby Charges, Fiscal Year 2020 – 21

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2020-57 directing staff to forward to the Auditor's Controller's Office of the County of Santa Barbara the Water Standby Charges for vacant parcels within the City of Guadalupe for Fiscal Year 2020 – 21

DISCUSSION:

In 1991, voters in the City of Guadalupe approved the City's participation in the Coastal Aqueduct of the State Water Project. Participation was approved at the 605 acre-feet-per-year level. To participate in the Project, the City became a member of the Central Coast Water Authority (CCWA). CCWA membership comprises all water purveyors in Santa Barbara County who are participating in the Project.

Funding for construction of the Coastal Aqueduct and associated facilities was accomplished through voter approved bonds. One of the bond issuance conditions requires each participant to maintain a "coverage ratio" of 1.25. That means that each participant must have annual net income (revenue minus expenses) 25% higher than required debt service payments.

Water rates for current customers are set with the debt service ratio in mind, but participation in the State Water Project is also a benefit to vacant parcels in the City which are currently not using City water. Participation in the State Water Project makes it possible for these parcels to develop in the future because State Water will be needed to meet future buildout needs.

As a result, in 1993, the City imposed water standby charges on vacant parcels. These charges are permitted by Section 38743 of the Government Code of the State of California. Consistent with government code section 38743, it was determined that for parcels of less than 1 acre, the charge would be \$5.00 per month. For parcels of 1 acre or more, the charge would be \$10.00 per month per acre or part thereof.

The most significant changes in the water standby charge list in the past year are due to the continuing development of Pasadera/DJ Farms.

The establishment of, or an increase to, these charges requires compliance with the procedures described in proposition 218. State law permits water standby charges to be set annually by resolution of the City Council if the rates are not changed from the previous year. The City's fees are not proposed to be increased from the previous year.

FISCAL IMPACT:

None. Resolution No. 2020-57 establishes the same rates as charged in the past.

The water standby fees for fiscal year 2020 – 2021 total as follows:

Number of parcels: 137

Total assessment: \$30,120.00

ATTACHMENTS:

1. Resolution No. 2020-57 "Directing staff to forward to the Santa Barbara County Assessor's Office water standby charges for vacant parcels within the City of Guadalupe for Fiscal Year 2020-2021".
2. Property Tax Roll 20 – 21 Fund 0642

RESOLUTION NO. 2020-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE DIRECTING STAFF TO FORWARD TO THE SANTA BARBARA COUNTY ASSESSOR'S OFFICE WATER STANDBY CHARGES FOR VACANT PARCELS WITHIN THE CITY OF GUADALUPE FOR FISCAL YEAR 2020-2021.

WHEREAS, the City of Guadalupe historically obtained all its domestic water from wells tapping the Santa Maria River Basin aquifer; and

WHEREAS, voters in Guadalupe in 1991 approved the City's participation in the State Water Project to increase available water supplies for current and future needs and make those supplies more reliable; and

WHEREAS, the City's participation in the State Water Projects increases the costs to provide water service to the residents of Guadalupe; and

WHEREAS, Section 38743 of the Government Code of the State of California allows for an annual water service standby charge to be applied on a per parcel basis to areas in which water service is made available, whether the water service is currently being used or not; and

WHEREAS, the City Council of the City of Guadalupe adopted Resolution No. 93-20 on August 9, 1993, stating that the correct and equitable standby charges should be \$5.00 per month for each vacant parcel less than one acre in size, and \$10.00 per month per acre, or portion thereof, for each vacant parcel of one acre or more; and

WHEREAS, Section 38743 of the Government Code of the State of California allows for the standby charge to be collected as part of the annual general county tax bill by forwarding to the Santa Barbara County Assessor's office a list of each parcel upon which the standby charges will be levied plus the amount of said levy; and

WHEREAS, each fiscal year the City of Guadalupe must report to the Santa Barbara County Assessor's office if the levy is to remain the same, be changed, or be abolished; and

WHEREAS, the standby charge may be set by a resolution of the City Council if it is not increased.

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

1. Direct staff to forward to the Santa Barbara County Auditor Controller's office a list of parcels upon which the standby charge will be levied (attached hereto as Exhibit "A"); and

Indicate that the total levy for fiscal year 2020-2021 will be \$30,120 in total coming from 137 parcels.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 14th day of July, 2020 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of GuadalupeDO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2020-57**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held July 14, 2020, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

Attachment 2.

District Name:	Guadalupe Water Standby Fee
Description:	Fund 0642, Water Standby Charge
Tax Year:	2020-21
Contact Person:	Public Works Director/ City Engineer (805) 356.3910
Total # of Assessments:	137
Total Assessment Amount:	\$30,120.00

0642	113-080-018	10320.00
0642	113-370-037	60.00
0642	113-370-038	60.00
0642	113-450-001	840.00
0642	113-450-002	1200.00
0642	113-450-003	600.00
0642	113-450-009	1560.00
0642	113-450-010	240.00
0642	113-470-022	60.00
0642	113-470-023	60.00
0642	113-490-024	60.00
0642	113-490-025	60.00
0642	113-490-026	60.00
0642	113-490-031	60.00
0642	113-490-032	60.00
0642	113-490-033	60.00
0642	113-490-044	60.00
0642	113-490-045	60.00
0642	113-490-046	60.00
0642	113-490-047	60.00
0642	113-490-048	60.00
0642	113-490-049	60.00
0642	113-490-050	60.00
0642	113-490-051	60.00
0642	113-490-052	60.00
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0642	113-490-065	60.00
0642	113-490-066	60.00
0642	113-490-067	60.00
0642	113-490-068	60.00
0642	113-490-069	60.00
0642	113-490-070	60.00
0642	113-490-071	60.00
0642	113-490-072	60.00
0642	113-490-073	60.00
0642	113-490-074	60.00

0642	113-490-075	60.00
0642	113-490-076	60.00
0642	113-490-077	60.00
0642	113-490-180	60.00
0642	113-490-217	60.00
0642	115-010-016	360.00
0642	115-020-026	60.00
0642	115-020-028	240.00
0642	115-020-029	240.00
0642	115-020-032	60.00
0642	115-020-033	60.00
0642	115-020-035	60.00
0642	115-031-001	60.00
0642	115-032-005	60.00
0642	115-034-016	60.00
0642	115-035-001	60.00
0642	115-036-002	60.00
0642	115-036-015	60.00
0642	115-036-018	60.00
0642	115-041-010	60.00
0642	115-042-006	60.00
0642	115-042-007	60.00
0642	115-042-008	60.00
0642	115-042-013	60.00
0642	115-042-019	60.00
0642	115-043-002	360.00
0642	115-051-009	60.00
0642	115-052-006	60.00
0642	115-063-002	60.00
0642	115-063-011	60.00
0642	115-063-019	60.00
0642	115-071-015	60.00
0642	115-071-016	60.00
0642	115-071-017	60.00
0642	115-071-018	60.00
0642	115-072-014	60.00
0642	115-072-015	60.00
0642	115-072-018	60.00
0642	115-082-009	60.00
0642	115-082-021	240.00
0642	115-091-006	60.00
0642	115-092-002	60.00
0642	115-092-005	60.00
0642	115-092-015	60.00
0642	115-092-019	60.00
0642	115-092-023	60.00
0642	115-101-003	60.00

0642	115-101-009	60.00
0642	115-101-013	60.00
0642	115-102-002	240.00
0642	115-102-013	60.00
0642	115-102-015	60.00
0642	115-102-016	60.00
0642	115-102-017	60.00
0642	115-102-018	60.00
0642	115-102-022	60.00
0642	115-103-010	120.00
0642	115-103-012	60.00
0642	115-112-002	60.00
0642	115-113-004	60.00
0642	115-113-005	60.00
0642	115-113-006	60.00
0642	115-121-001	60.00
0642	115-121-002	60.00
0642	115-121-007	60.00
0642	115-121-021	60.00
0642	115-122-001	60.00
0642	115-132-016	60.00
0642	115-140-005	60.00
0642	115-140-015	3240.00
0642	115-140-016	240.00
0642	115-140-021	60.00
0642	115-140-026	480.00
0642	115-140-027	240.00
0642	115-162-024	60.00
0642	115-180-027	240.00
0642	115-180-030	240.00
0642	115-180-031	60.00
0642	115-193-019	60.00
0642	115-201-011	60.00
0642	115-201-012	60.00
0642	115-201-013	60.00
0642	115-202-002	60.00
0642	115-202-010	60.00
0642	115-210-019	360.00
0642	115-210-020	600.00
0642	115-210-023	60.00
0642	115-230-005	720.00
0642	115-230-010	60.00
0642	115-230-030	360.00

30120.00



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of July 14, 2020

Prepared by:
Shannon Sweeney,
Public Works Director / City Engineer

Approved by:
Todd Bodem, City Administrator

SUBJECT: CDBG- funded LeRoy Park and Community Center Rehabilitation Notice of Award.

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2020-58 authorizing the Mayor to execute a construction contract with Quincon, Inc, for the CDBG- funded LeRoy Park and Community Center Rehabilitation and an agreement with Cannon Corp Engineering Consultants for construction inspection services.

BACKGROUND:

The City submitted an application to the Department of Housing and Community Department (HCD) for Community Development Block Grant (CDBG) program funds in November 2017. The City received Grant # 17CDBG12099 in the amount of \$4.5 million to:

- Restore/rehabilitate Leroy Park and Community Center.
- Complete a community resilience plan.

The City hired the Rural Community Development Corporation of California (RCDDC) to administer the CDBG grant.

Since the Federal Department of Housing and Community Development (HUD) is funding this project, procurement is required to adhere to federal requirements, including the use of a competitive sealed bid method to hire a construction company for the project. The competitive sealed bid process requires publicly solicited bids and a firm fixed-price contract that is awarded to the responsive bidder whose bid conforms to all the material terms and conditions of the invitation for bids, and is the lowest in price.

The small purchase procurement method was used to hire a responsive firm to complete construction inspection services. This involves sending out a request for a price quote from qualified firms to complete construction inspection services. The small purchase method is permissible when contracts amount to \$250,000 or less.

DISCUSSION:

RCDCC created a contact list of eleven interested and qualified construction companies in the area. Draft bid documents were developed by RCDCC and reviewed and approved by the Public Works Director and design team.

The first request for bid went out May 16, 2020 and was due April 30th, 2020 at 1PM. This first bid process was unsuccessful because all bids came in significantly over budget. City Council rejected all bids.

The second request for bids was posted on the City's website and in the Santa Maria Times on May 29th, 2020. The construction firms who indicated interest were also notified via email. Additionally the request for bids was posted on the Santa Maria Valley Contractors Association, the San Luis Obispo Builders Exchange, and Coast Reprographic Services and advertised in the local paper.

A mandatory site walk was held on June 4, 2020 at 10:00AM. Companies that had attended previous site walks were welcome but were not required to attend. The following companies attended at least one site walk: Andy Brown Inc., Schwind Electrical, Adames Building & Construction, Effect Contractors, Vernon Edwards, Anderson Burton, Tanner's Hardwood Flooring, Quincon, Inc., Brough Construction, Inc., and Alan Roinstead.

Sealed bids were due and opened on June 15, 2020 at 1PM. One company, Quincon, Inc. submitted a bid cost of \$4,095,036.

For construction inspection services, an email was sent on February 4, 2020 to the 4 firms that were identified for construction inspection services through research conducted by the Public Works Director and Ms. Sonia Rios-Ventura.

The firms were given until March 6, 2020 at 5 p.m. to respond with a quote to provide construction inspection services. By the end of the quote submission period no quotes were received. It was decided to extend the due date to March 27th, 2020. Once again by the end of the quote submission period no quotes were received but one company asked for an extension. It was decided to extend the due date to April 10, 2020. By the end of the quote submission period one quote was received. Cannon Corp Engineering Consultants submitted a quote for \$176,650.

FISCAL IMPACT:

The LeRoy Park and Community Center rehabilitation project fund is \$4,093,023. At this time, the current budget balance, minus inspection costs is \$3,434,271.99. \$900,000 in supplemental funding is available, providing total available for construction at \$4,334,271.99. Since Quincon's bid is \$4,095,036, 5% of the grant funding is available to address contingencies during the project. The compensation for Quincon, Inc. is not-to-exceed \$4,095,036 and the compensation for Cannon Corp Engineering Consultants is not-to-exceed \$176,650. It should be noted this project will be funded on a cost reimbursement basis.

ATTACHMENTS:

1. Resolution No. 2020-58 "Approving a contract with Quincon, Inc. for the construction phase services for LeRoy Park and Community Center Rehabilitation Project and an agreement with Cannon Corp Engineering Consultants for contract inspection services on this project".
2. Agreement for construction services between the City and Quincon, Inc.
3. Agreement for consulting services between the City and Cannon Corp Engineering Consultants.

RESOLUTION NO. 2020-58

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE
APPROVING A CONTRACT WITH QUINCON, INC. FOR THE CONSTRUCTION PHASE SERVICES FOR
LEROY PARK AND COMMUNITY CENTER REHABILITATION PROJECT AND AN AGREEMENT WITH
CANNON CORP ENGINEERING CONSULTANTS FOR CONTRACT INSPECTION SERVICES ON THIS
PROJECT**

WHEREAS, the City of Guadalupe owns and maintains Leroy park and Community Center; and

WHEREAS, The City received a grant of \$4.5 million, in part to restore/rehabilitate Leroy Park and Community Center; and

WHEREAS, A Request for Bids was issued for the construction phase services for the restore/rehabilitate Leroy Park and Community Center; and

WHEREAS, through the evaluation process RCDCC and the Public Works Director recommend Qunicon, Inc. for the construction phase services for the restore/rehabilitate Leroy Park and Community Center.

WHEREAS, a construction inspector is needed to provide construction inspection services on the project, paid out of the LeRoy Park and Community Center rehabilitation project funds; and,

WHEREAS, through the quote submission and evaluation process, RCDCC and City staff recommended Cannon Corp Engineering Consultants to be awarded the contract for services on the construction phase of the Leroy Park and Community Center rehabilitation project.

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

SECTION 1. The attached contractor agreement with Qunicon, Inc. is approved and the Mayor is authorized to sign the agreement on behalf of the City; and,

SECTION 2. The attached consultant agreement with Cannon Corp Engineering Consultants is approved and the Mayor is authorized to sign the agreement on behalf of the City; and,

SECTION 3. The City Administrator is authorized to approve any necessary, unanticipated, minor amendments to the agreement consistent with the intent of the agreement including additional costs up to 5% of the agreement amount.

SECTION 4. The Public Works Director/City Engineer is authorized and directed to pay for the services authorized by this resolution from Community Development Block Grant program funds from Grant # 17CDBG12099.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 14th day of July, 2020 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2020-58**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held July 14, 2020, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

**AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
QUINCON, INC.**

THIS AGREEMENT FOR CONTRACTOR SERVICES (the "Agreement") is made and entered into this 14th day of July 2020, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and QUINCON, INC., a California ("Contractor").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Contractor agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit A (Compensation) and made a part of this Agreement.
- (b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-contractor contracts and miscellaneous expenses. City shall independently review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Contractor with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Contractor, which are disputed by City, City will cause Contractor to be paid within forty-five (45) days of receipt of Contractor's invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

(e) Contractor shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Contractor agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Contractor's Books and Records.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of services pursuant to this Agreement. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement. The City shall compensate the Contractor for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Contractor.

(a) Contractor is and shall at all times during the terms of this Agreement remain a wholly independent Contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Contractor nor any of Contractor's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

Section 9. Standard of Performance. Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Contractor. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Contractor to comply with this section.

Section 11. Nondiscrimination. Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability,

marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Contractor agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

- (a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.
- (b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.
- (c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.
- (d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "**Indemnitees**") shall have no liability to Contractor or any other person for, and Contractor shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "**Claims**") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Contractor's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Contractor, its agents, officers, directors, sub contractors or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from City, shall defend Indemnitees at Contractor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Contractor under Section 16 shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Contractor for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Contractor, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Contractor agrees to provide City with copies of required policies upon request.

Contractor shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Contractor's profession.

B. Minimum Limits of Insurance: Contractor shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

(c) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

D. Other Requirements: Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Contractor furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under the Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub contractors.

Section 18. Continuity of Personnel. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to Contractor.

Section 21. Excusable Delays. Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: City Administrator
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

To Contractor: Quincon, Inc.
P.O. Box 1029
Grover Beach, CA 93483

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Contractor represents and warrants that they have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered

into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

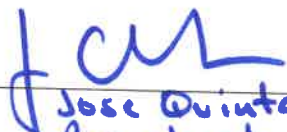
CITY:

CONTRACTOR:

CITY OF GUADALUPE

QUINCON, INC.

By: _____
Ariston Julian, Mayor

By:  _____
Title: Jose Quintana
President

APPROVED AS TO FORM:

By: _____

Philip Sinco, City Attorney

Title: _____

Exhibit A

Scope of Services
PROPOSAL
TO
THE CITY OF GUADALUPE
FOR
LEROY PARK AND COMMUNITY CENTER REHABILITATION
CITY PROJECT NO. 2020-002

NAME OF BIDDER Quincon, Inc.
BUSINESS P.O. BOX P O Box 1029
CITY, STATE, ZIP Grover Beach, CA 93483
BUSINESS STREET ADDRESS 200 South 13th Street, Suite 101
CITY, STATE, ZIP Grover Beach, CA 93433
TELEPHONE NO. 805-574-1660
FAX NO 805-481-2440
EMAIL ADDRESS: jose@quinconinc.com
LICENSE NUMBER AND TYPE: 888545 A, B, C27
DIR NUMBER 1000024658

The work for which this Proposal is submitted is for construction in accordance with the Special Provisions (including the payment of not less than the State General Prevailing Wage Rates or the Davis-Bacon Federal prevailing wage rates whichever rate is higher), the Plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Caltrans Standard Specifications dated 2018, and the City of Santa Maria Standard Specifications (adopted by the City of Guadalupe on June 23, 2009, pursuant to Resolution No. 2009-24) insofar as the same may apply, specifications which may be referred to in the Special Provisions or project plans, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Technical Specifications for the work to be done are entitled:

CITY OF GUADALUPE; CALIFORNIA;
LEROY PARK AND COMMUNITY CENTER REHABILITATION

The Bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," of the Contract Documents. The undersigned as Bidder declares that he/she has carefully examined the location of the proposed work above described, read and examined the Contract Documents, and Addendum/Addenda therefore, read the Notice to Contractors, the Proposal Requirements, including the Caltrans Standard Specifications, and hereby proposes and agrees, if this Proposal is accepted by the City, to furnish all materials and services required to do all the work required to complete the said construction in accordance with the Contract Documents in the time

City of Guadalupe

stated herein, for the unit prices given below:

BID SCHEDULE

List Addenda Received: 1

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	PAYMENT REFERENCE	UNIT PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)
BASE BID						
1	MOBOLIZATION / DEMOBILIZATION	1	LS		4,512,400	4,512,400
2	PHASE I SITE WORK	1	LS		1,214,492.00	1,214,492.00
3	DEMOLITION-PARK RESTROOM	1	LS		10,732.00	10,732
4	DEMOLITION ART BLDG	1	LS		22,615.00	22,615
5	DEMOLITION @ E BUILDING	1	LS		190,017.00	190,017
6	DEMOLITION @ E GYM	1	LS		92,985.00	92,985
7	ELECTRICAL POWER	1	LS		270,184.00	270,184
8	CONSTRUCTION-PARK RESTROOM	1	LS		227,099.00	227,099
9	RENOVATION OF E BUILDING	1	LS		1,125,000.00	1,125,000
10	RENOVATION OF GYM	1	LS		427,168.00	427,168
11	CONCRETE AND DG PATHWAYS	1	LS		277,403.00	277,403
ADDITIVE ALTERNATES (REFER TO DRAWING SHEET A-1.1)						
A	MULTI-USE BUILDING ADDITION	1	LS		776,411.00	776,411
B	MULTI-USE BUILDING INTERIOR FINISHES	1	LS		210,021.00	
C	PHASE 2 SITE IMPROVEMENTS	1	LS		150,947.00	
D	WEST PARKING LOT UPGRADE - ASPHALT PARKING AND STRIPING	1	LS		77,794.00	
E	PLAY AND FITNESS STRUCTURES	1	LS		218,715.00	
F	BSQ SPACES	1	LS		12,527.00	
G	EARTHEN AMPHITHEATER	1	LS		22,116.00	

TOTAL BASE BID IN WORDS:

Four million ninety five thousand thirty six

\$4,095,036.00

Total Base Bid Amount shall be shown in both words and figures.

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
CANNONCORP ENGINEERING CONSULTANTS**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 14th day of July 2020, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and CannonCorp Engineering Consultants, a California ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit A (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability,

marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

- (a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.
- (b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- (c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.
- (d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' ~~prior written notice by certified mail, return receipt requested has been given to City.~~ ^{PR} notification of insurance cancellation will be mailed to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subconsultant identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: City Administrator
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

To Consultant: CannonCorp Engineering Consultants
1050 Southwood Drive
San Luis Obispo, CA 93401

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered

into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CONSULTANT:

CITY OF GUADALUPE

CANNONCORP ENGINEERING
CONSULTANTS

By: _____
Ariston Julian, Mayor

By:  _____

Title: Director, Construction Management Division

APPROVED AS TO FORM:

By: _____

Phillip Sinco, City Attorney

Title: _____

Scope of Services

PROJECT UNDERSTANDING AND APPROACH

The Guadalupe Community Center and LeRoy Park Renovation work includes the partial demolition, renovation, and expansion of the existing single story 9,883 sq.ft. facility to a 11,700 sq.ft. facility. The work includes associated site work demolition and construction, utilities, and a phased public park renovation. The building scope of work consists of a Phase 1 Base Bid renovation and modernization of the existing recreation facility, gymnasium, and kitchen. The multi-use room expansion to the building is an add alternate bid and the scope of work for the site is phased.

Phase 1 Base Bid consists of site utilities upgrades and a partial renovation of the front of the park to include parking lot expansion and improvements, field renovation, pathways, demolition and construction of the park public restroom, picnic facility, partial playground facility, and partial site lighting.

Phase 2 consists of the remaining park expansion, fields, amphitheater, paving upgrades, playground expansion, and lighting expansion.

Our approach to successful completion of this project consists of providing inspection services in one phase that would span the work associated with Construction Phases 1 & 2. Our estimate of the project duration is 247 working days. Our estimate of services provided would be as follows:

Inspection Services Provided

- a. Perform daily site inspections on the LeRoy Park and Community Center project within the City of Guadalupe for compliance with the plan set, City codes and federal and state regulations.
- b. Prepare inspection reports detailing site conditions and correspondence with site superintendent as necessary.
- c. Perform re-inspections, detailing corrective actions rectified, site conditions, and correspond with site superintendent as necessary.
- d. Rain event inspections and coordinate sample collection with city staff as necessary.
- e. Provide final inspections to confirm that sites are sufficiently stabilized in preparation for termination of the LeRoy Park and Community Center Project.
- f. Provide final inspections to confirm that on-site Post-Construction Requirements (PCRs) have been built per plan.
- g. The Cannon Inspector will be present part-time on the jobsite.
- h. The Cannon Inspector will provide the City with a complete set of marked-up construction drawings at close of construction. We assume the districts project manager will provide final direction and approval of all field changes.

Exclusions of Work Items

The following items are excluded from our work under this agreement:

- a. Special inspections for Electrical, mechanical, and plumbing inspections will be the responsibility of others.
- b. Architectural/Building inspections for framing, structural, or foundations will be the responsibility of others.



- c. Landscaping, plantings and irrigations system inspections will be the responsibility of others.
- d. Surveying, staking and monument protection will be the responsibility of others.
- e. Materials sampling and testing will be the responsibility of others.
- f. Preparation and submittal of as-built drawings will be the responsibility of others.
- g. Public Affairs project notifications will be the responsibility of others.
- h. No Archeological Monitoring or notifications are assumed to be required for this project.

Staffing Plan and Cost Estimate

**Project Inspection Cost Estimate
Guadalupe Community Center and LeRoy Park Renovation**

June 25, 2020

Phase	Role	Rate	2020												Est. Hours	Estimated Cost	
			Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
Construction Observation																	
	Resident Engineer	\$175	24	18	12	12	12	12	12	12	12	12	12	12	24	172	\$30,100
	Project Inspector	\$115	110	105	110	95	110	95	100	115	110	110	110	80	1250	\$143,750	
Total Estimated Hours			134	121	122	107	122	107	112	127	122	122	122	104	1422	\$0	
															Total Estimated Cost of Labor		\$173,850
Direct Expenses																	
	Travel and incidentals															Estimated Cost	
															Total Estimated Direct Expenses		\$ 2,800
<p>*** Assumption: Client to contract separately for all necessary building, electrical, mechanical and plumbing inspections. Assumes that all soils and material sampling and testing will be the responsibility of the Contractor or others. Assumes a start date of August 3rd 2020 and a duration of approx. 12 months. - (247 working days) Assumes the field inspector will be on-site for an average of 4 hrs per working day All construction staking and monumentation preservation will be responsibility of contractor</p>																	
															Total Estimated Cost of Permit Inspection Services		\$ 176,650



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of July 14, 2020

Prepared by:
Shannon Sweeney,
Public Works Director / City Engineer

Approved by:
Todd Bodem, City Administrator

SUBJECT: Recoating Elevated Tank.

RECOMMENDATION:

City Council may choose from one of multiple options:

- Adopt Resolution No. 2020-59 authorizing the Mayor to execute a construction contract with Unified Field Services Corporation for the Elevated Tank Recoating Project and an agreement with Diversified Project Services International for contract inspection services.
- Reject all bids, re-inspect in 2021, to include seismic calculation to verify water storage suitability, evaluate current conditions against the results from 2018, and develop a plan for spot treatment where needed.

DISCUSSION:

The elevated tank, located across from the senior center at 4616 10th St., was built in 2008 with a Community Development Block Grant (CDBG). The block grant requires that the facility remain in service as a water storage tank for a minimum of five years.

An inspection of the interior and exterior of the tank was performed in 2018 and is attached. The report indicated several areas of corrosion in need of attention.

The tank holds 100,000 gallons of water. This is enough water for 1.5 hours of water supply to the community. This tank was an important element of the water system when built. Since then, a 700,000 gallon ground-level tank was built in conjunction with the Pasadera development to supplement the existing 1.6 million gallon ground-level tank at 303 Obispo Street. Using the rule of thumb of having storage capacity equivalent to at least 24 hours of average water demand, and a current daily average water demand of 930,000 gallons and projected build out average daily demand of 1.4 million gallons estimated to occur in 2044, this tank is not critical to meeting water storage requirements. In addition, the ground-level tanks have emergency power supply to maintain operation during a utility power failure.

In 2012, the City entered into a 40-year contract with AP Wireless. The City is required to maintain the tank for the purposes of antenna placement for the duration of the agreement.

The initial budgeted amount for this project was \$300,000. The City received an engineer's estimate of \$490,000. The budget was adjusted accordingly for FY 2021.

The initial exterior coating has lasted 12 years to date. The specified coating for this project is the same, except for a stronger top coat. The purpose of the coating is to prevent corrosion. Anticipated coating life is 20 years. However, this tank has many hard-to-reach locations that are difficult to coat. These locations will show corrosion in as little as one year.

Project design to recoat the entire tank began in 2018. On June 12, 2020, the City solicited formal bids for the Elevated Tank Recoating Project. The plans were available on the City's website and eBidboard.com, and six firms were notified of the project.

The deadline to receive bids was 2:00 p.m., June 30, 2020. The City received three bids, ranging from from \$430,100.00 to 1,567,406.00. The low bid was \$430,100.00 from Unified Field Services Corporation. This bid was found to be complete and responsive.

If City Council wishes to proceed with complete recoating, staff recommends awarding the bid to Unified Field Services Corporation for a total of \$430,100.00. It is also recommended to authorize the City Administrator to approve contract change orders during construction up to 15% over the contract amount if deemed necessary.

In addition, the City issued an informal request for proposals for contract inspection services to four qualified potential bidders. Bid opening was June 30, 2020. Two proposals were received, ranging from \$36,650.00 to \$41,287.00. The low bid was \$36,650.00 from Diversified Project Services International. If City Council proceeds with complete recoating, staff recommends awarding the contract inspection services to Diversified Project Services International for total of \$36,650.00

The elevated tank is an iconic symbol of the City of Guadalupe. It is not required for water storage but is required for antenna placement for a minimum of 32 years. Removing the tank as a water storage facility eliminates the need for enhanced structural integrity of holding 417 tons of water, meaning there is less concern about structural integrity due to corrosion. However, the tank can still be used for water storage as long as seismic calculations continue to indicate that the corrosion has not negatively affected the structural integrity of the tank for water storage.

There is some unsightly corrosion evident from the ground-level, mostly associated with guard rails and ladders. According to the 2018 inspection it appears these can be spot treated or replaced to address appearance and accessibility issues.

FISCAL IMPACT:

The total cost of the Elevated Tank Recoating Project construction plus inspection services is \$466,750.00. These costs are budgeted from the water fund. Re-inspection of the tank in future years is estimated between \$10,000 and \$20,000. Costs for the spot repairs as described in the 2018

inspection report are unknown at this time, but given that the inspection report indicates that 1% of the overall exterior structure is exhibiting corrosion, the cost is anticipated to be significantly lower than recoating the entire tank. Based on an anticipated life span of 20 years for the existing coating, recoating of the entire tank should occur within the next eight years if not completed this year.

ATTACHMENTS:

1. Resolution 2020-59 “approving a contract with Unified Field Services Corporation for the Elevated Tank Recoating Project and an agreement with Diversified Project Services International for contact inspection services on this project”.
2. 2018 tank inspection
3. Bid Results

RESOLUTION NO. 2020-59

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPROVING A CONTRACT WITH UNIFIED FIELD SERVICES CORPORATION
FOR THE ELEVATED TANK RECOATING PROJECT AND AN AGREEMENT WITH DIVERSIFIED PROJECT
SERVICES INTERNATIONAL FOR CONTRACT INSPECTION SERVICES ON THIS PROJECT**

WHEREAS, the City of Guadalupe published a Notice Inviting Bids for the Elevated Tank Recoating Project on or about June 12, 2020, in compliance with Guadalupe Municipal Code section 4.04.070; and

WHEREAS, the City of Guadalupe received three bids for the construction of the Elevated Tank Recoating Project, which were opened on June 30, 2020 at 2:00 PM; and

WHEREAS, Unified Field Services Corporation submitted the lowest complete and responsive bid, and meets the qualifications for the construction of the project; and

WHEREAS, Staff recommends the award of the construction contract to Unified Field Services Corporation; and

WHEREAS, Staff solicited informal proposals from four qualified companies to provide contract inspection services for this construction project and received two proposal for these services, and

WHEREAS, Diversified Project Services International submitted the lowest complete and responsive proposal for construction inspection services; and

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

SECTION 1. Authorize the contract with Unified Field Services Corporation for \$430,100.00.

SECTION 2. Authorize the City Administrator to approve change orders to the contract during construction up to 15% of the bid price, if deemed necessary.

SECTION 3. Authorize an agreement with Diversified Project Services International for \$36,650.00 for contract inspection services.

SECTION 4. Authorize and direct the Public Works Director / City Engineer to make payments for the project from the Water Fund.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 14th day of July, 2020 by the following vote:

MOTION:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2020-59**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held July 14, 2020, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

**COATING INSPECTION REPORT FOR THE
CITY OF GUADALUPE
ELEVATED WATER STORAGE TANK
JUNE 5TH, 2018**



ADVANTAGE TECHNICAL SERVICES, Inc.

Specialty Engineering & Inspection Company

(805)595-2282

**COATING INSPECTION REPORT FOR THE
CITY OF GUADALUPE
ELEVATED WATER STORAGE TANK**

JUNE 5TH, 2018

REVISION DATE: N/A

Pursuant to the California Business and Professions Code section 6735, the engineering report contained herein has been prepared by or under the direction of the following Registered Engineer:

**ADVANTAGE TECHNICAL SERVICES, INC.
6661 FERN CANYON LANE
SAN LUIS OBISPO, CA 93401
805-595-2282**

**UNDER THE SUPERVISION OF:
WILLIAM D. BELLIS**



Registered Civil Engineer, CA C55334



EXECUTIVE SUMMARY

Advantage Technical Services, Inc. (ATS) inspected the City of Guadalupe's Elevated Water Tank coatings on June 5th, 2018.

The exterior coatings have scattered corrosion with the worst areas showing associated material loss and pitting. The worst areas of corrosion appear to be the balcony deck and upper "riser rods". Ponding on the balcony deck appears to be accelerating coating failure and associated corrosion.

The interior surfaces are in better condition than the exterior. Interior surfaces have a few minor rust points but no significant corrosion loss is apparent. The cathodic protection system seems to be helping to protect the submerged surfaces of the tank interior.

The exterior corrosion is, and will continue, damaging important structural parts of the tank. Coating repairs are recommended to help prevent more significant damage to the structure.

SCOPE, OBJECTIVE, AND LIMITATIONS

A coating inspection was completed on the interior and exterior of the welded steel elevated potable water tank from the ground, exterior ladder, exterior balcony and interior ladder. Principle Inspector/Engineer, Will Bellis, P.E. and ATS associates provided the tank inspection.

The photographs provided within this report display representative views.

The observations made during the inspection, and included in this report, provide a reasonable evaluation of the condition of the coating at the time of the inspection and within the limitations of access.

Considerations of safe access and reasonable care were observed in making and reporting the observations. Latent defects or conditions found during subsequent cleaning, inspections, or other work at the tank must be brought to the Engineer's or Owner's attention.

The tank was disinfected after entry pursuant to AWWA Disinfection Standard by application disinfectant spray of 200 ppm free chlorine.

OBSERVATIONS

General Tank Data

Type: Elevated Double Ellipsoidal Tank

Media Stored: Potable water

Diameter: 30' (not confirmed by measurement)

Height to high level: 139'

Water level during inspection: Empty to below bottom of vessel

Interior Tank Plate Coatings

Interior shell plate is in good condition. Epoxy coatings are protecting the shell well overall. No significant corrosion is present below the normal water line.

Minor rust points are present on welds above the normal water line. No significant metal loss was noted on any interior corrosion.

- Corrosion at the top ellipsoidal dome to shell weld is estimated as 1% of weld surface.
- Corrosion at the top ellipsoidal dome segment welds is estimated at 0.1% of the weld surface.

Exterior Tank Plate Coatings

The exterior coatings on the tank itself appear to be in good to fair condition. Some scattered corrosion is present. Most corrosion appears to be rust grade A or B where minimal metal loss is present. Welds are beginning to show more corrosion points. The underside of the tank also appears to have more corrosion than other areas of the vessel.

External Coatings - Structure

The coatings on the columns and struts appear to be in fair condition with approximately 1% of the surfaces corroding. Rust grade B appears to be predominant.

The coatings on the windage rods (diagonal bracing) and riser rods are in fair to poor condition. The upper riser rods appear to have the worst corrosion damage on the tank where rust grade is estimated to be C-D due to apparent significant metal loss in some areas.

Cathodic Protection System

The elements of the sacrificial anode cathodic protection system appeared to be intact and operating normally.

Appurtenances

Exterior Ladder: The ladder coatings are in poor with significant corrosion and metal loss in some areas.

Balcony Deck: The deck plate has areas of coating failure and ponding. Significant metal loss due to corrosion is apparent. The ponding appears to be damaging the coating and accelerating corrosion.

Balcony Guardrail: The guardrail is in poor condition overall but with scattered general corrosion (rust grade B-C).

Roof Hatch: One lockable square roof hatch is located at the top of the interior ladder. The hatch is in poor condition due to significant corrosion on the hinges.

Internal Ladder: The internal ladder is in fair condition but coatings are peeling. Coating thickness under the peeling coating is an approximate average of 8 mils.

Overflow: The visible exterior of the overflow is in good condition. The internal areas of the overflow weir were not accessible.

Roof Vent: The roof vent screen is in good condition. Significant corrosion (grade C) is present on various components.

Manways: Shell manway is poor condition on the exterior where significant corrosion is present on hinges.

RECOMMENDATIONS

The following recommendations are based on our experience as engineers and inspectors with regard to the best industry practices used by both public and private tank owners. The intent is to provide information that will help prevent corrosion damage. Our scope of work does not include a safety audit or evaluation but we are making recommendations where we have noted potential issues. The owner's insurance provider or safety consultant should be consulted for a review of the safety features of this facility where desired.

1. The exterior surfaces appear to be the locations of the most significant coating problems. Significant damage is starting to be evident. Exterior surfaces are exposed to the coastal environment that accelerate corrosion so early attention to the corroding areas is important.

The presence of isolated areas of significant corrosion, on a structure where overall conditions are good, indicates that spot repairs may provide a good value in terms of extending the life of the existing coatings. Consider options to complete spot repairs with attention to defining project scope and strategy for measurement and payment.

Exterior spot repairs could be made with a three coat system using a prime coat of epoxy such as Carboline Rust Bond followed by an intermediate epoxy coat then a finish coat of polyurethane such as Carbothane for protection from UV. Manufacturer's recommendations for preparation and application should be followed.

2. Ponding is present on poorly drained areas of the balcony deck. Exterior coatings are generally not designed for the periodic submersion due to ponding. Eliminate ponding on the balcony deck to help prevent coating damage and associated corrosion.
3. Complete spot repairs on the interior top dome and any other rusting locations. Spot repair will help control metal loss due to corrosion and extend the life of the tank. Interior repairs could be made with 100% solids, two part epoxy, such as AquataPoxy that is NSF61 approved and will cure in wet environments. Manufacturer's recommendations for preparation and application should be followed. Disinfection and confined space procedures must be followed.

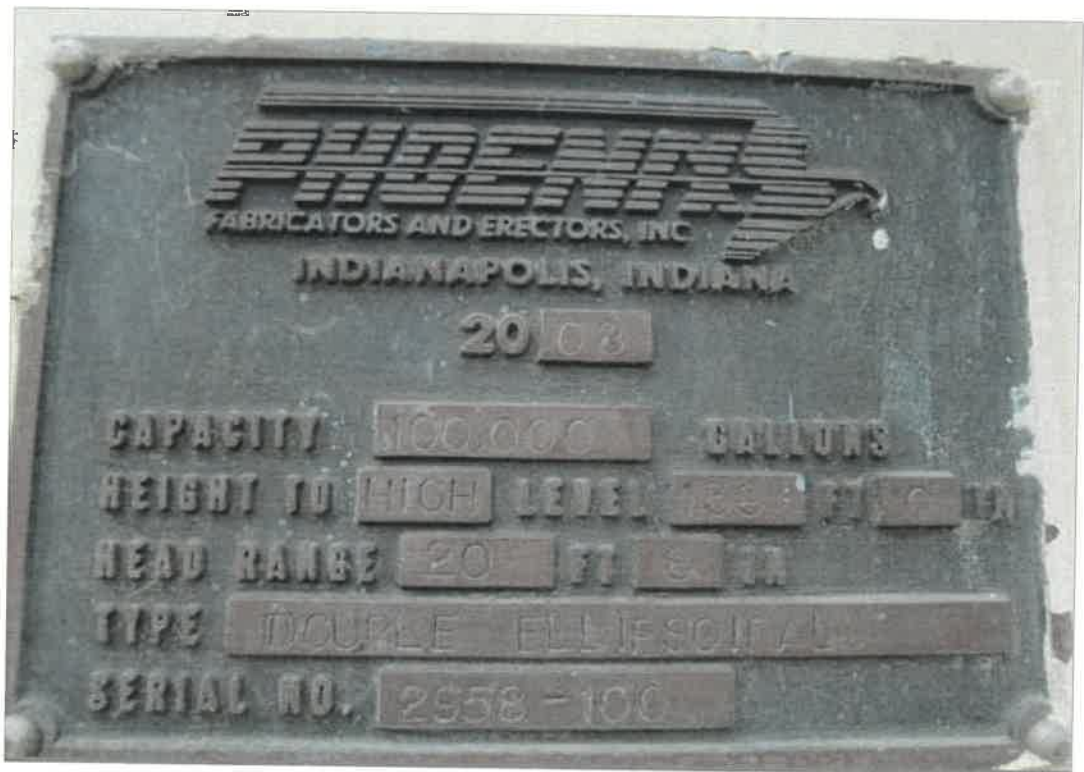
For the purpose of long term planning, we estimate the remaining life of the interior coating system on this tank to be approximately 8-15 years depending on the level of maintenance in the interim. This estimate is based on experience with tank coating systems in this area and the condition of the coatings on this tank.

4. Do not allow personnel to access the elevated areas without proper fall protection. Instruct and document the training of personnel on procedures for working safely at elevated locations and the use of fall protection prior to working on tank roofs. Include specifics relating to lack of available fall protection anchor points and access to areas near the roof edge.

Provide a designated tie off point on the roof. The tie off point should be engineered for fall protection pursuant to OSHA regulations.



Overall view of the tank.



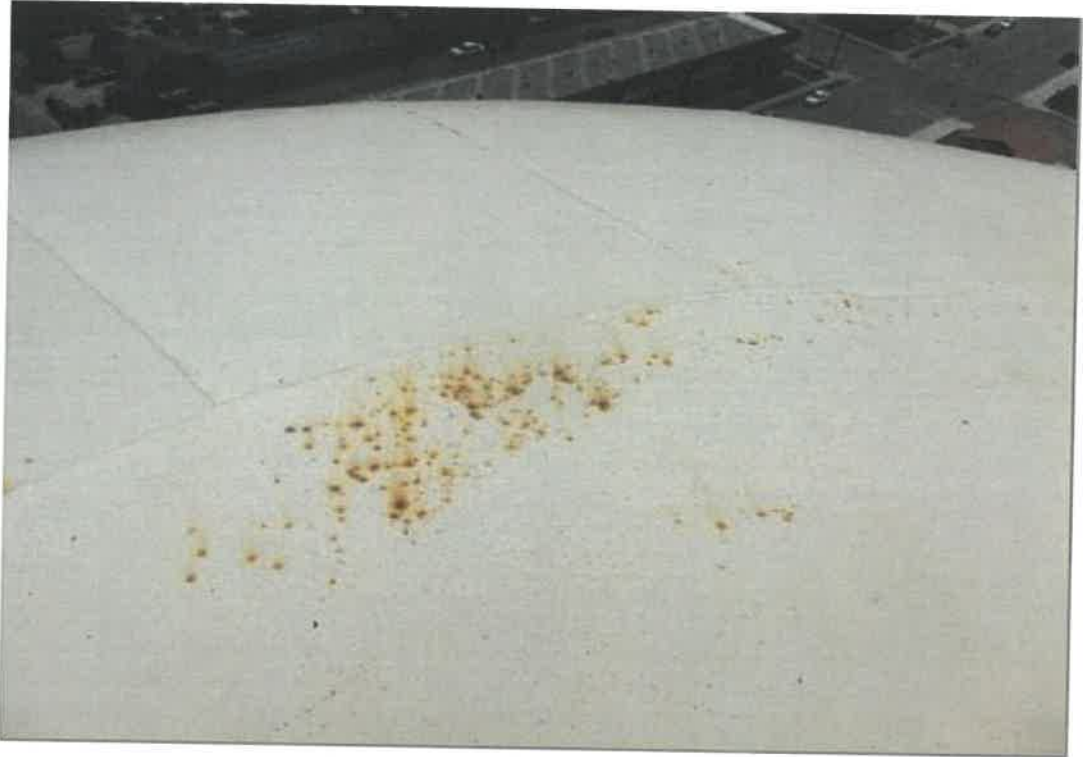
Tank nameplate.



This view represents the typical conditions on the upper shell and shell to roof joint. The upper shell is in good condition with 8 minor corrosion points noted.



A vertical and horizontal shell weld junction are shown here. The condition shown is typical of the upper exterior shell with some minor corrosion present.



This view indicates the overall condition of the roof. The overall condition of the roof coating is fair. This area of corrosion is the worst corrosion (rust grade A-B). No significant metal loss was noted.



Roof mounted appurtenance brackets with significant corrosion.



This view from the top of the exterior ladder shows the overall condition. Significant corrosion and metal loss are present.



This view of the tank shell mounted portion of the exterior shell ladder shows the poor condition due to corrosion (rust grade C)



This view of the guardrail shows the significant corrosion on the railing.



Significant corrosion and metal loss (rust grade D) are present on the balcony. Ponding appears to be accelerating coating failure and corrosion in this area.



Exterior view showing the typical condition of the columns at the tank connection. Corrosion is present.



This view shows significant corrosion (rust grade C-D) on the column at the balcony walkway. Ponding is accelerating corrosion here.



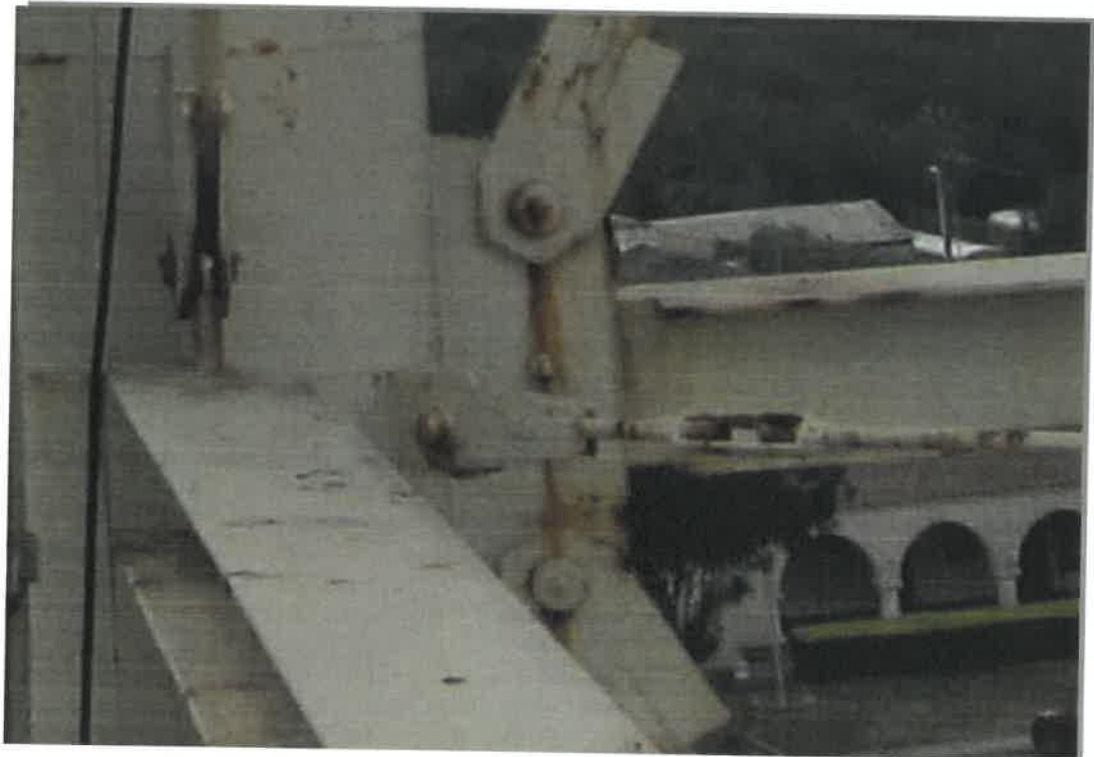
Exterior view showing the typical condition of the turnbuckle on wind bracing
Minor corrosion is scattered.



A column, lower strut and windage rod (brace) is shown here. Minor scattered
corrosion (rust grade B) is visible



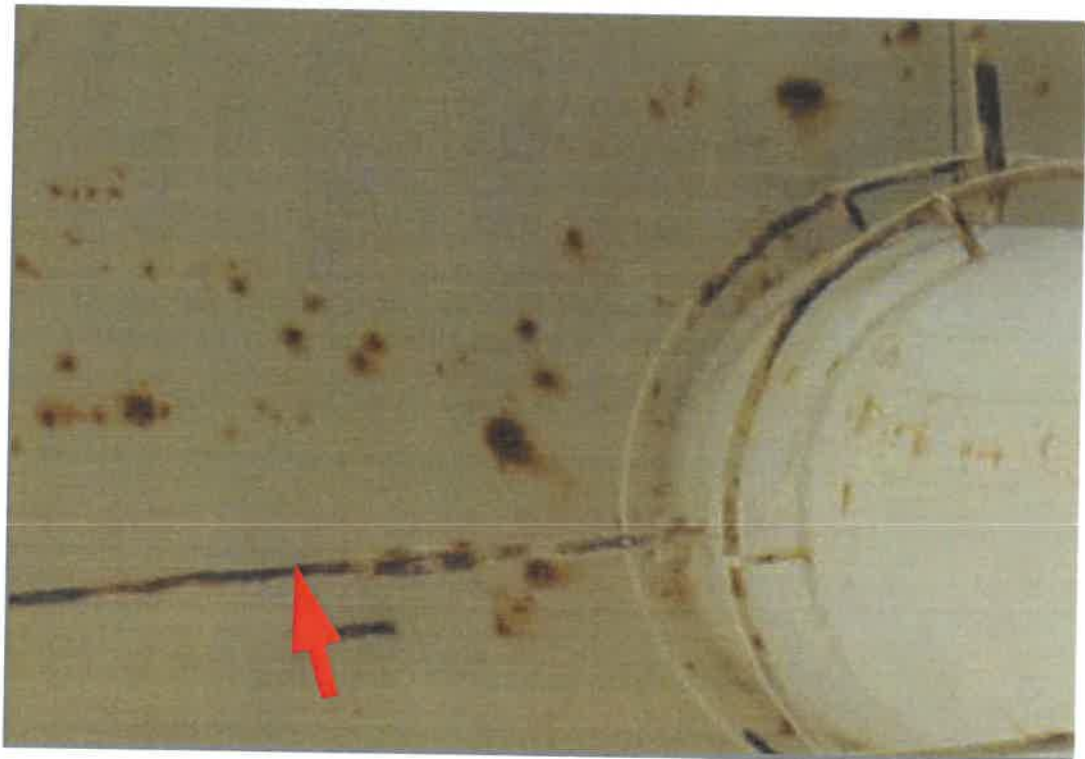
This view of upper strut on the north side shows another example of what appears to be the typical corrosion conditions on the exterior structure.



This view of the NE column at the upper strut, riser rod and diagonal brace (windage rod) connection appears to represent the typical conditions. Corrosion with some metal loss (rust grade B-C) is present on approximately 1% of the surfaces.



Various antennae and conduit on the upper column. Supporting structure and brackets appear to have similar scattered corrosion as other exterior surfaces.



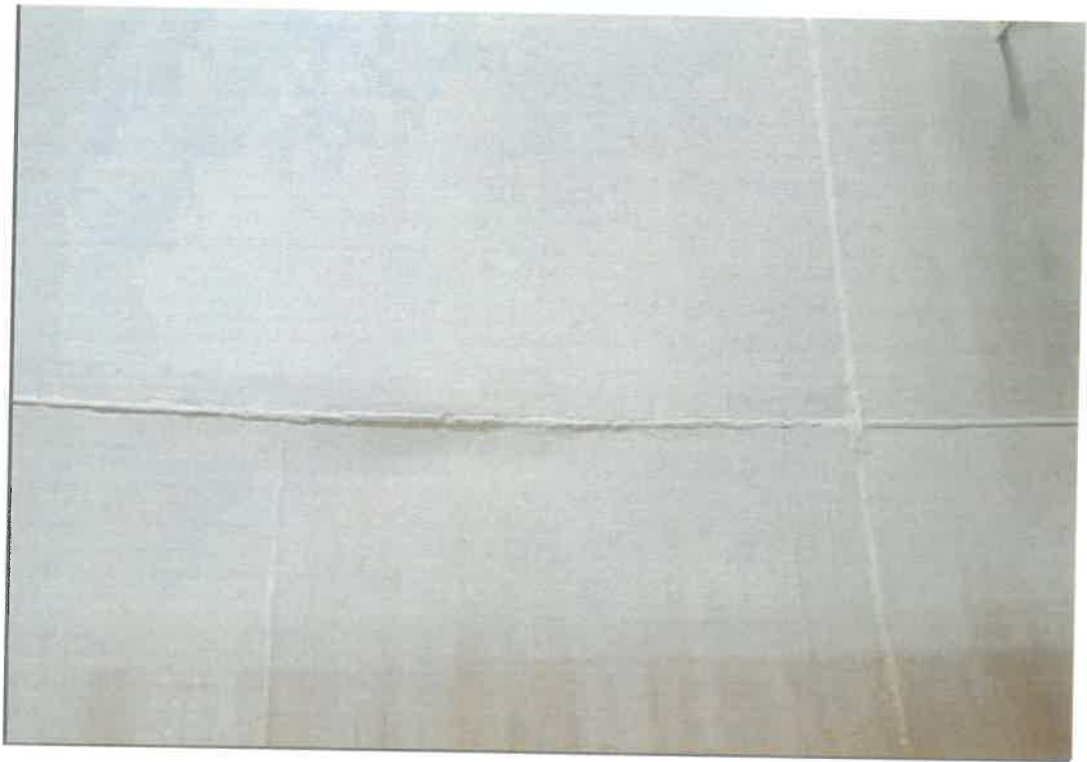
This view is looking up at the underside of the tank bottom, riser rods and upper riser. Corrosion on the upper riser rods appears to be worst on the tank with significant metal loss.



This view shows some of the serious corrosion on exterior of the roof vent.



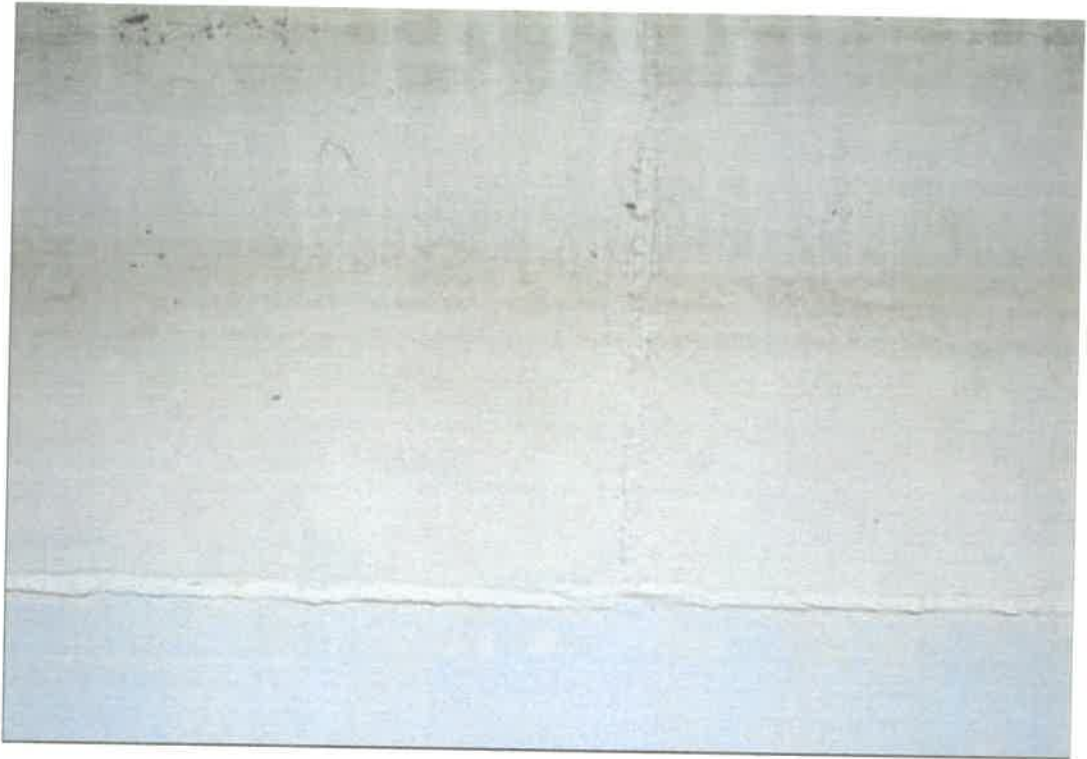
Corrosion is present on the exterior but the stainless steel screen on the interior appears to be intact and bug proof.



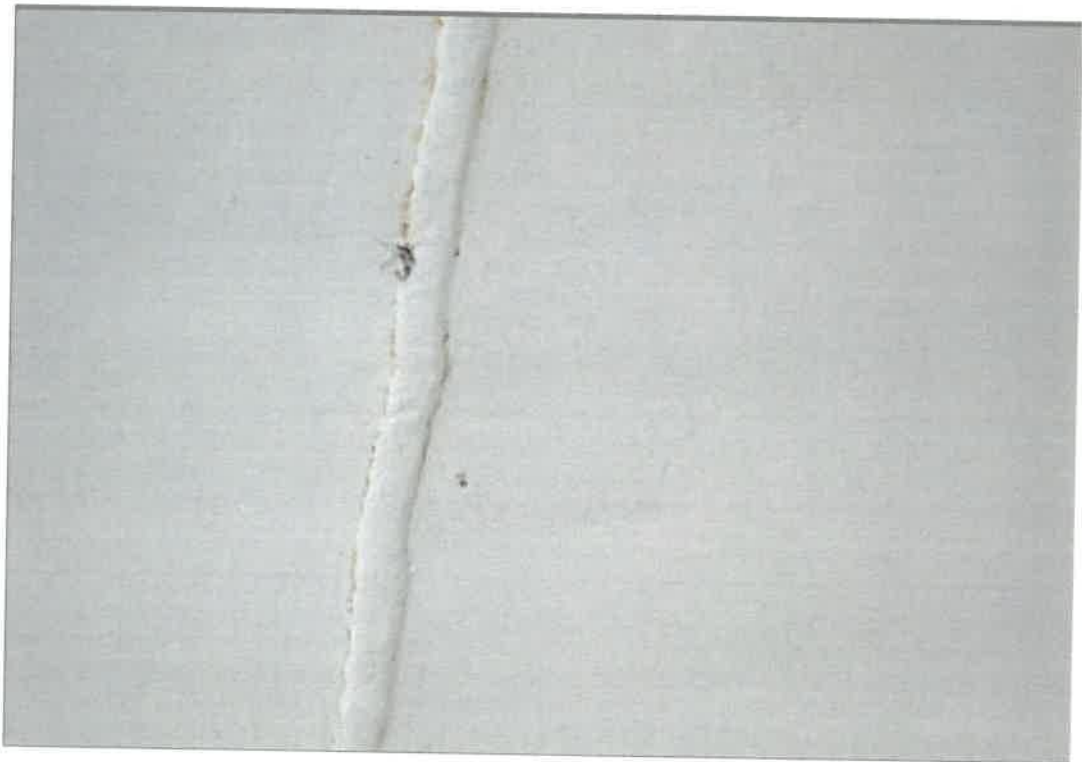
Upper shell to dome roof weld joint. Some minor corrosion is visible on approximately 0.1% of the weld surface.



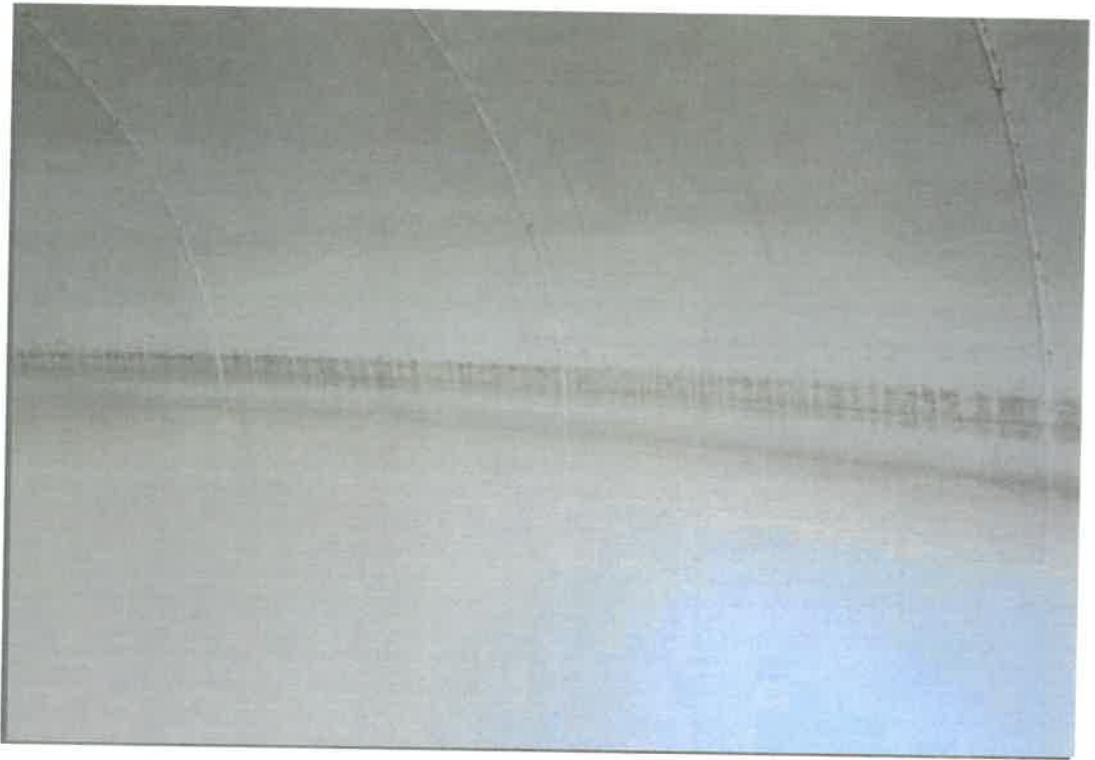
This view of a weld on the northern side of the interior of the dome roof shows the worst corrosion on the interior roof.



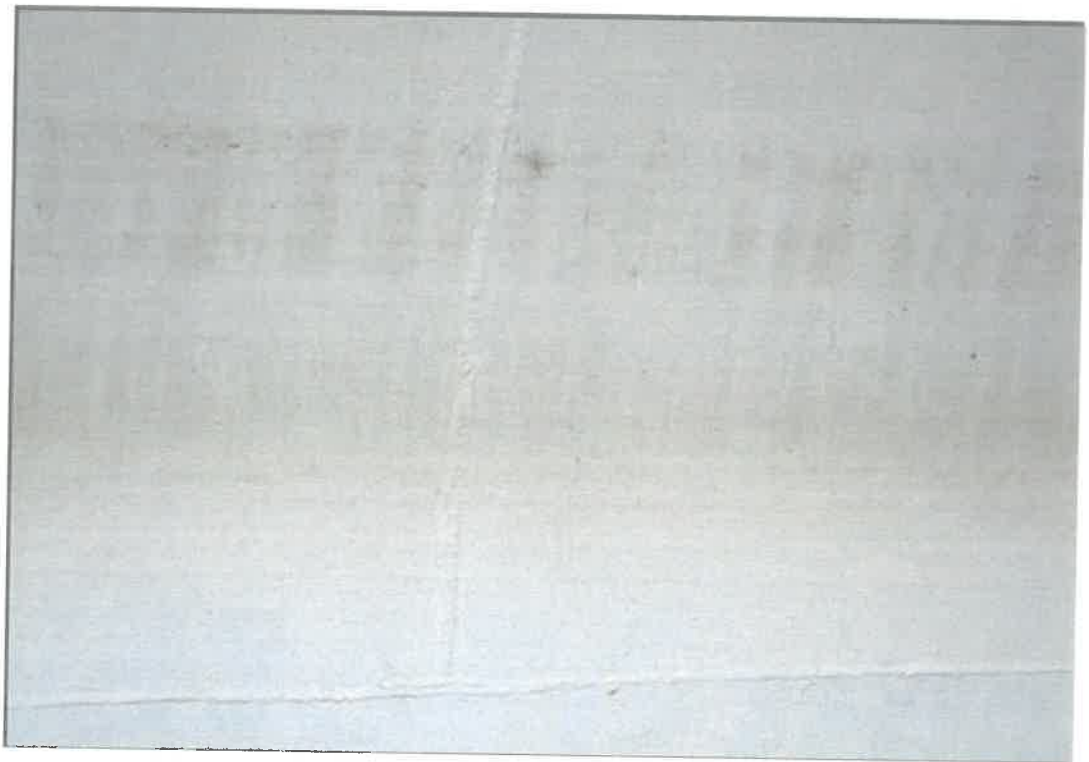
The photo above shows the interior shell just below the water surface (submersion zone).



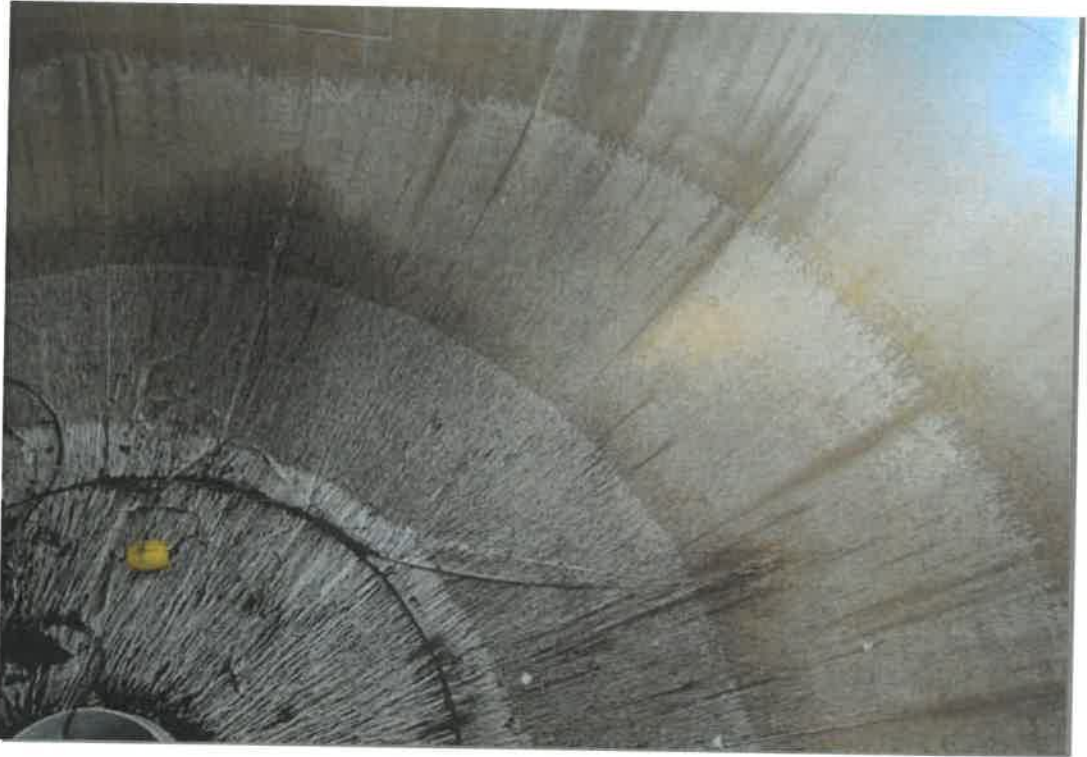
Interior shell in the submersion zone. This view shows a vertical weld. The interior shell is in good condition.



Interior shell at the normal high water line.



This is an additional view of a shell weld joint showing the typical conditions.



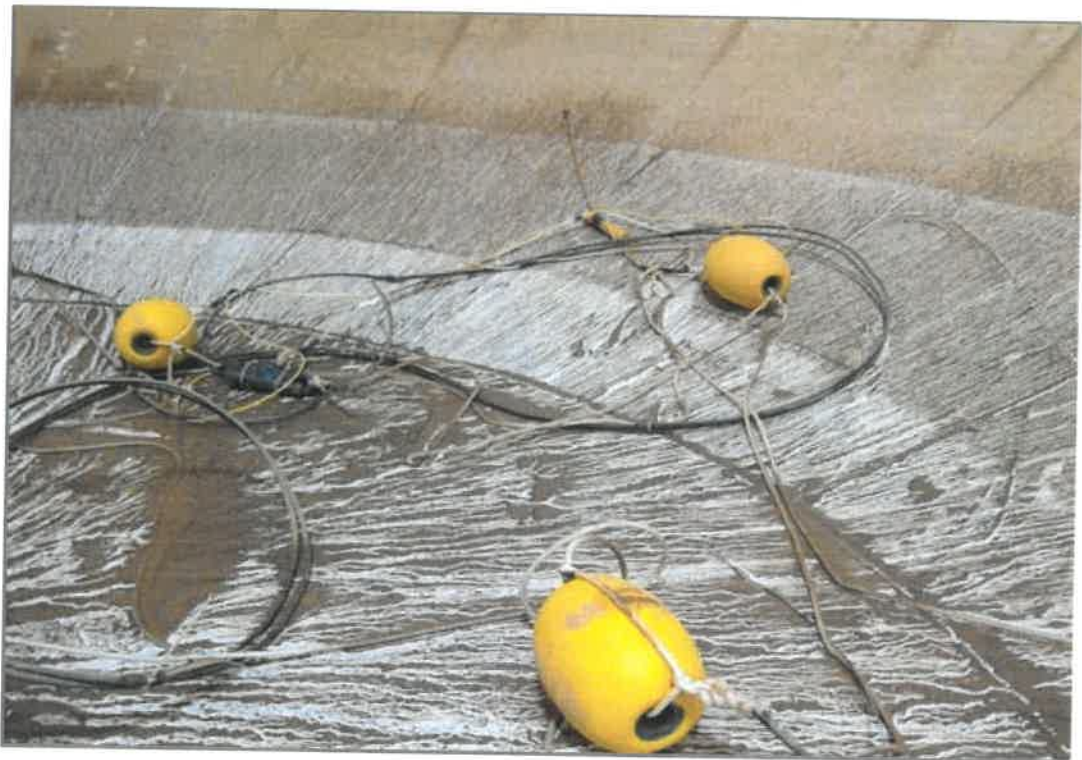
Lower shell and tank bottom. Coatings are in good condition in this zone.



This photo provides a close view of the area shown in the top photo this page.



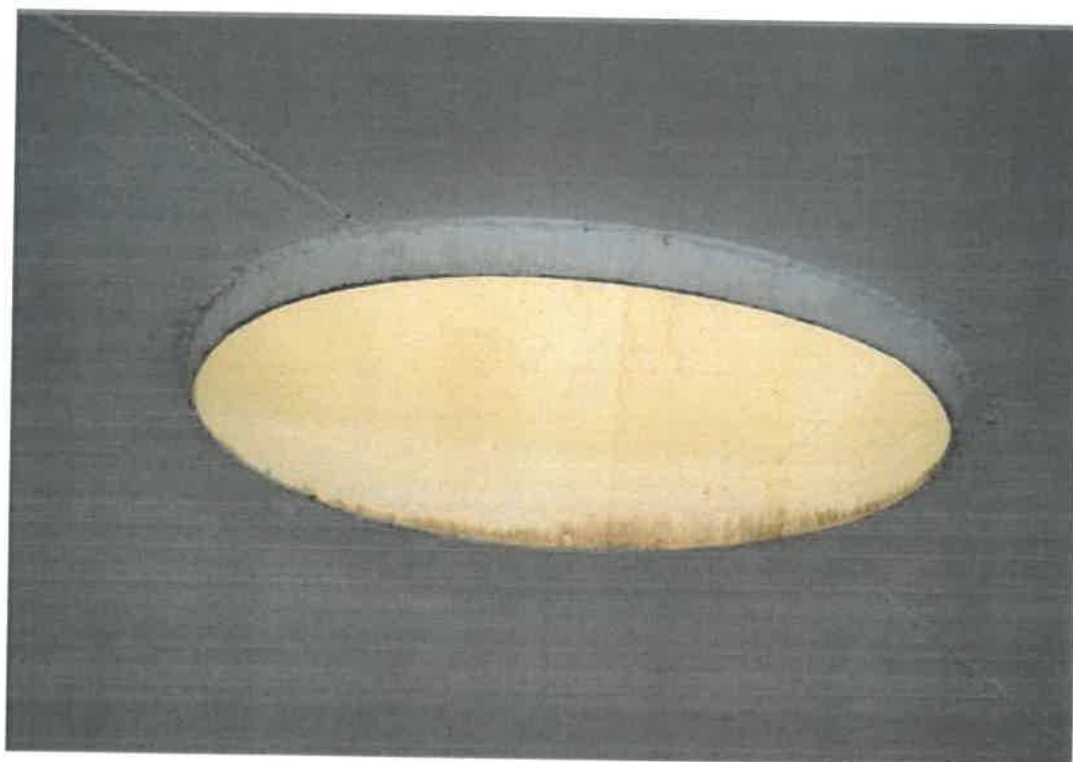
This photo shows the typical condition of the bottom. Some paint chips are visible and they appear to be from the interior ladder.



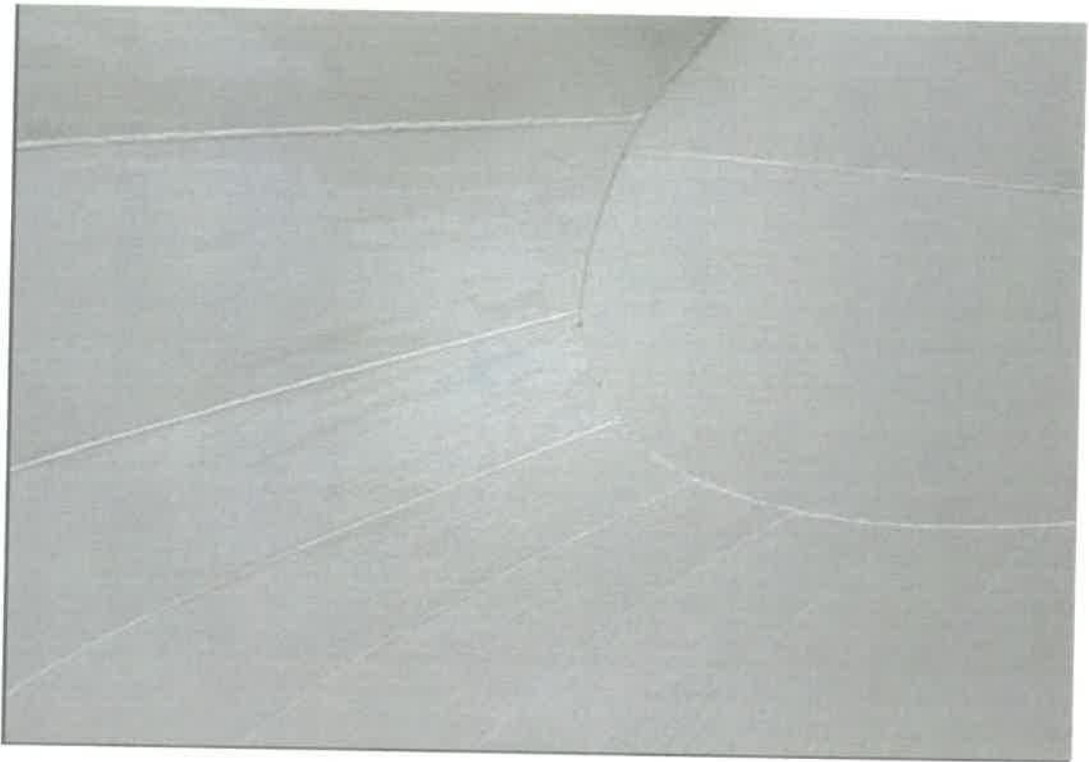
Another typical view of the bottom and bolted joints near the center of the tank. The cathodic protection system (floats, lines and anodes) appear to be in operable condition.



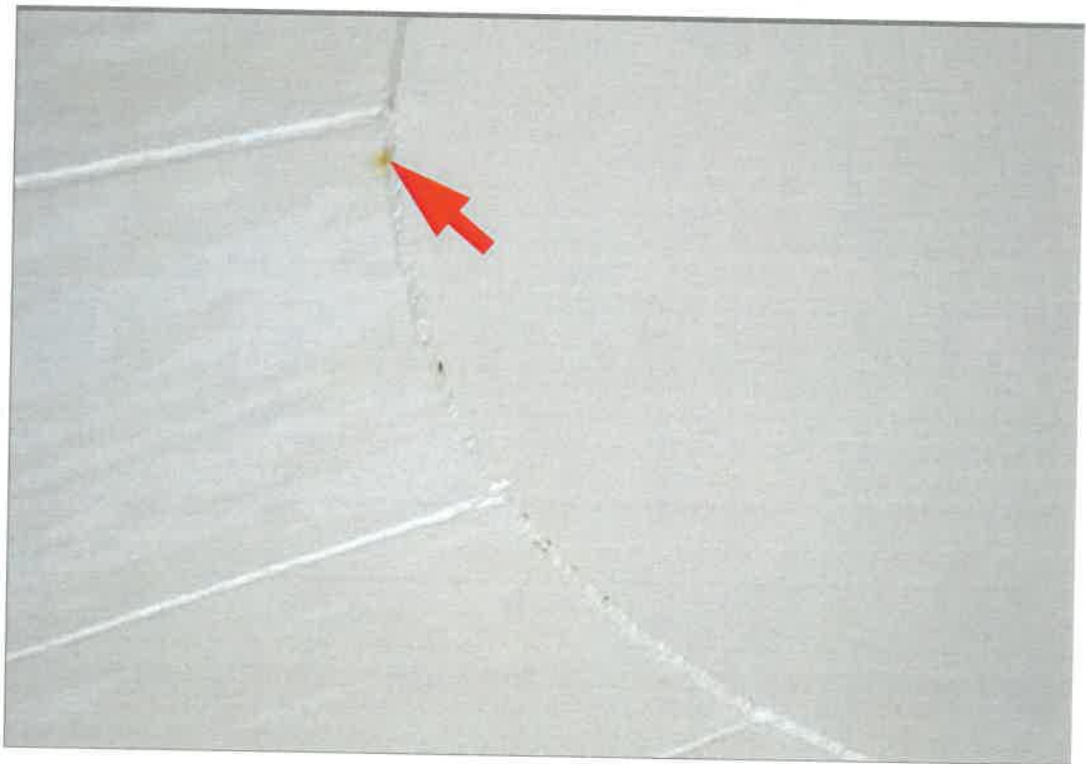
Interior view of the vent and overflow.



This close view of the roof vent shows the corrosion that is starting on the weld and the interior end of the vent riser pipe.



Roof as viewed from the interior ladder.



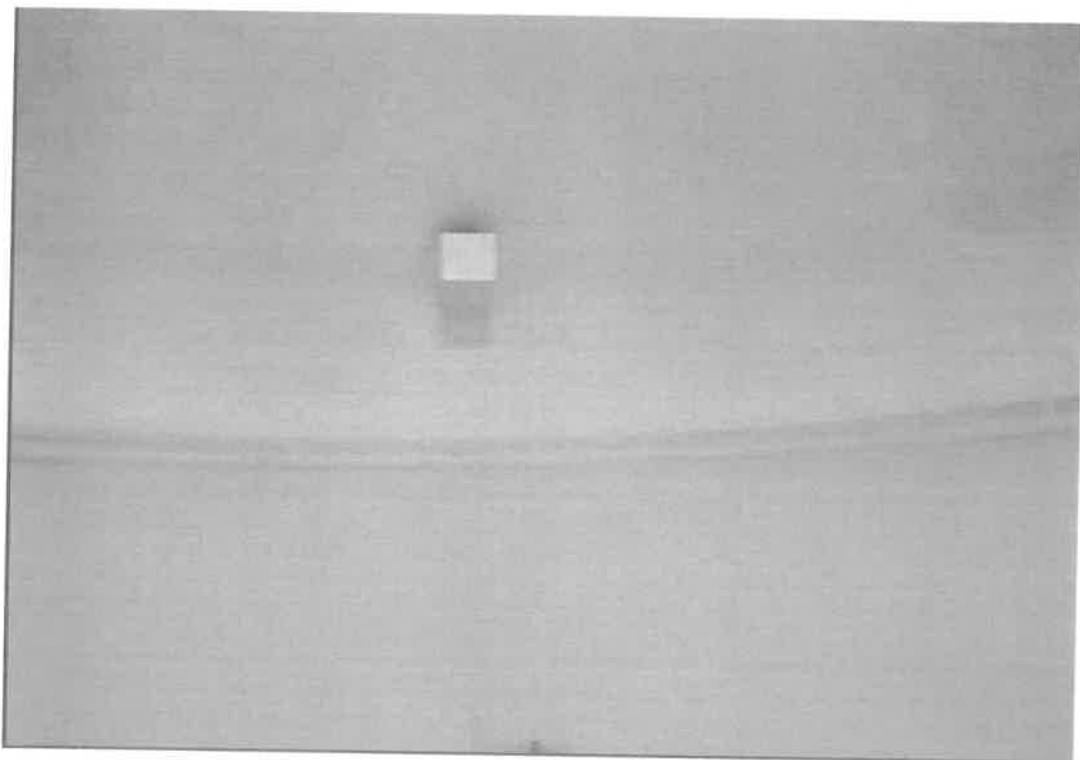
Additional view of the interior roof. About 5 minor corrosion points were noted.



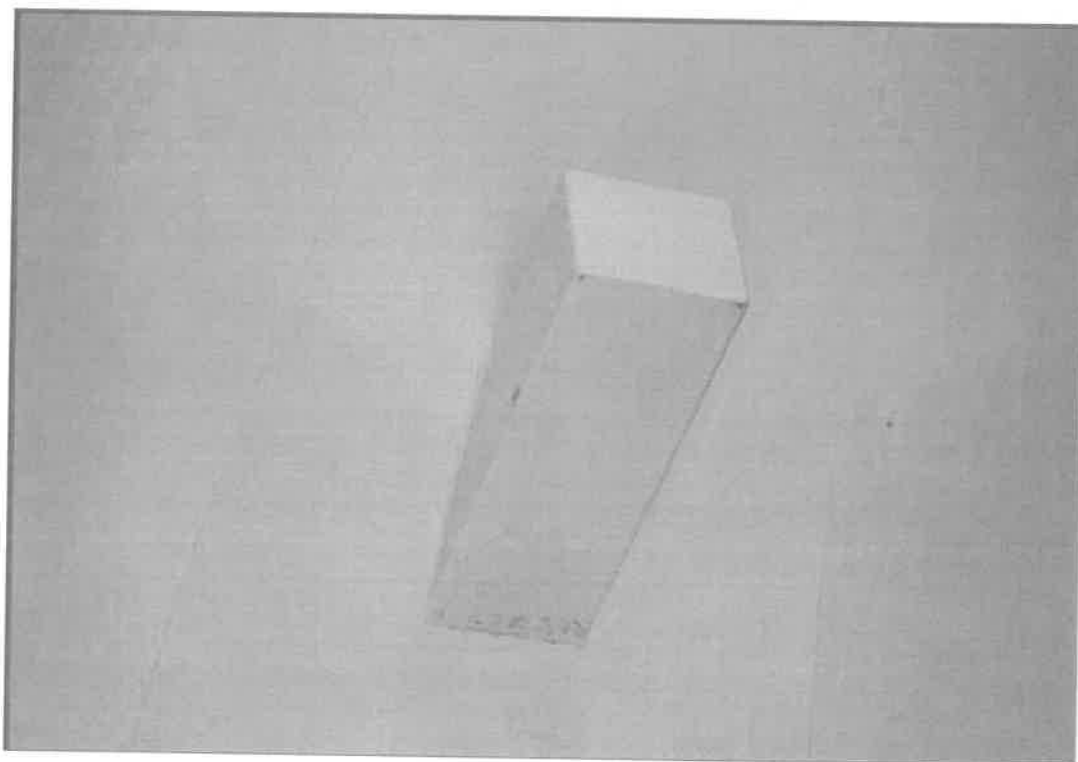
Interior ladder near the top. The final coat of coating on the ladder is peeling away on most surfaces. Rungs and climber safety device have serious corrosion.



Close view of interior ladder and climber safety device at the top of the ladder with significant corrosion.



Overflow as viewed from the interior ladder. No significant corrosion was noted.



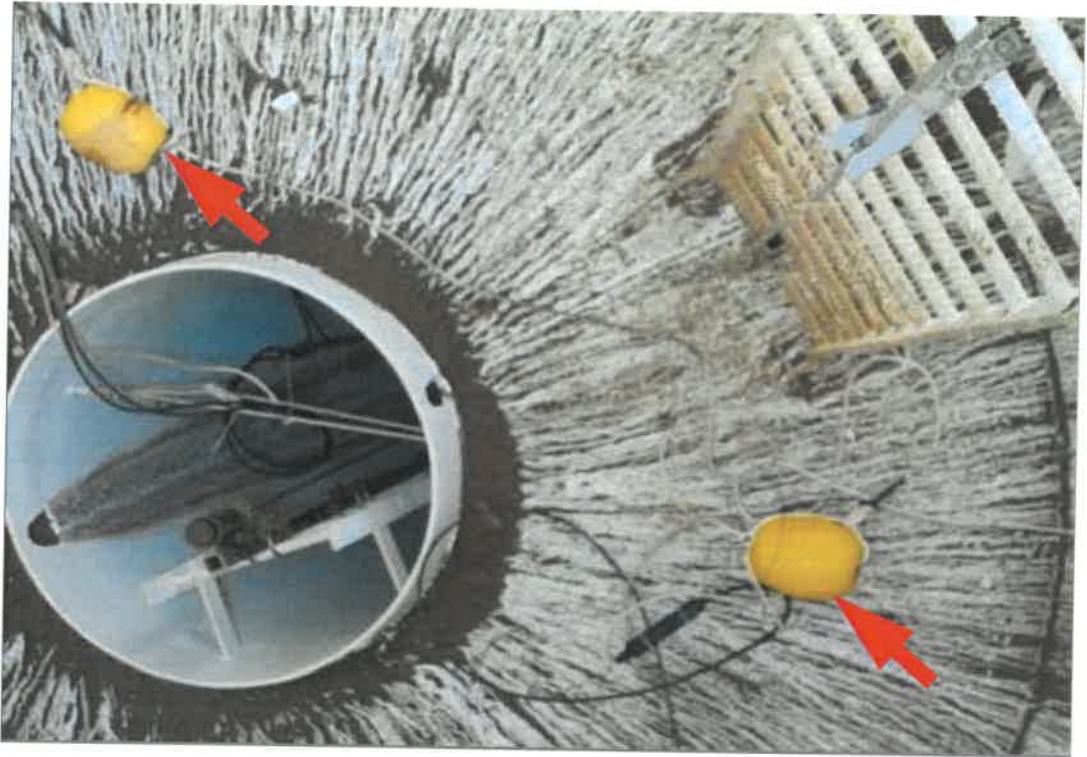
Overflow as viewed from the tank bottom.



Interior of the riser pipe. The pipe surfaces appeared to be free of significant corrosion.



Top of the riser pipe. The climber's safety device has some significant corrosion.



Tank bottom, interior ladder and riser pipe. Cathodic protection floats are visible at the arrows.



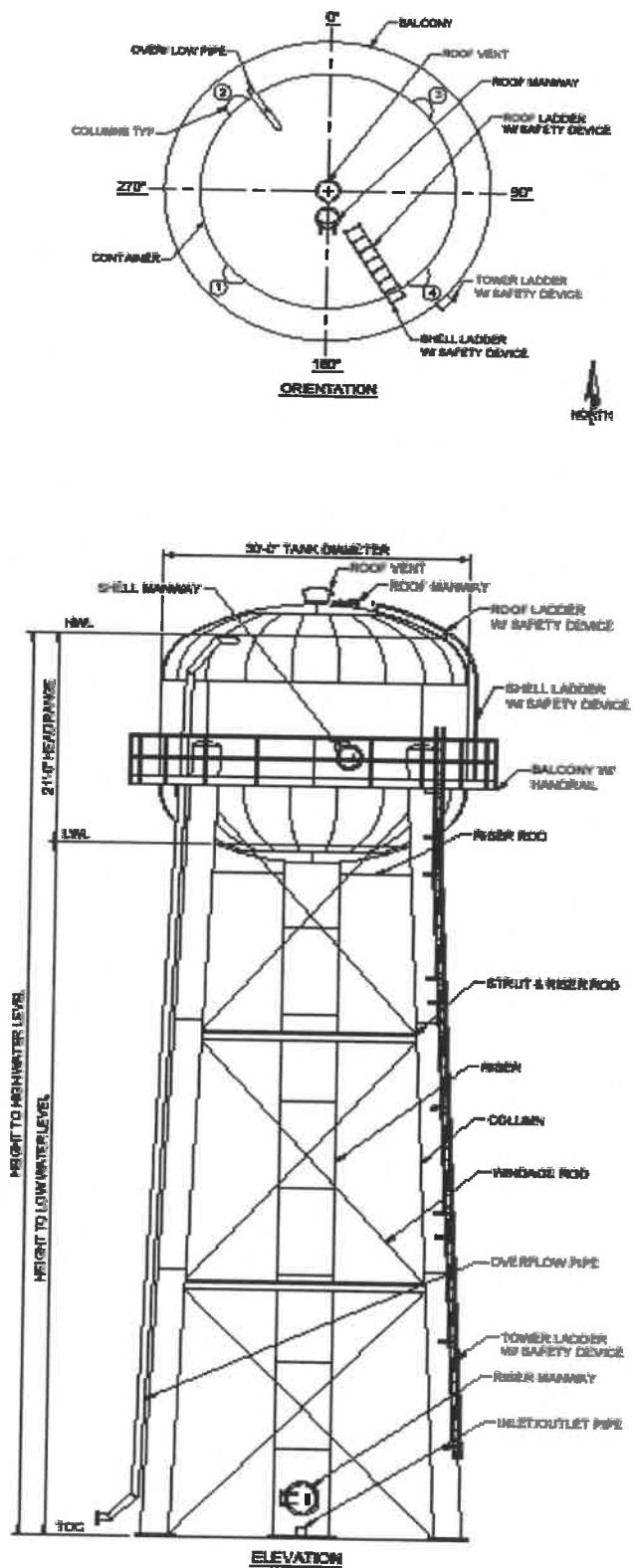
Upper end of the interior ladder and a roof mounted coupling. Rust is visible on both.



Significant corrosion is present on the exterior of the shell manway hinge and davit.



Overflow pipe with corrosion on the exterior.



DRAWING: Double Ellipsoidal Elevated Tank - Phoenix Tank Standard Detail
PROJECT: City of Guadalupe Elevated Tank Coating Inspection
DATE: 6/8/2018

ASSESSMENT OF DEGREE OF REMOVAL OF RUST, MILL SCALE AND OTHER VISUAL CONTAMINANTS (INSPECTED WITHOUT MAGNIFICATION).

Important Note: Surface cleanliness is not a measure of surface profile – see the following pages for notes on surface profile.

EXPLANATORY DETAILS	
<p>RUST GRADE A</p> <p>Steel with the millscale layer intact and very minor, or no rusting.</p>	<p>BLAST CLASS 1 (SP-7/N4)</p> <p>Very light, whip over blast clean with removal of loose surface contaminants.</p>
<p>RUST GRADE B</p> <p>Steel with spreading surface rust, and the millscale commenced flaking.</p>	<p>BLAST CLASS 2 (SP-6/N3)</p> <p>Substantial blast clean with wide spread, visible contaminant removal and base metal color appearing.</p>
<p>RUST GRADE C</p> <p>Rusty Steel with the millscale layer flaked and loose, or lost, but only minor occurrence of pitting.</p>	<p>BLAST CLASS 2 ½ (SP-10/N2)</p> <p>Intense blast clean leaving shaded grey metal with only tiny, isolated flecks or strips of visible contaminants.</p>
<p>RUST GRADE D</p> <p>Very rusty steel with the millscale layer all rusted and extensive occurrence of pitting.</p>	<p>BLAST CLASS 3 (SP-5/N1)</p> <p>Complete blast clean with consistent, metal color all over and no visible contaminants.</p>

NOTE: All blasting preparation grades must be free of oil, grease and dirt.



DISCLAIMER: The grades of rust and blast cleaned surfaces 'information', described and illustrated on these pages are a guide only and do not claim to be approved nor complying nor substitutable for or by any surface preparation standard. It is responsibility of the reader and/or users of this 'information' to separately determine and verify the specifications and/or methods and/or assessment of surface preparation as indicated or directed or required by or in any work specifications or standards. Blast-One™ expressly disclaims any liability for the use or misuse of this 'information'.

TITLE Guide and Standard for Rust Classification

PROJECT: City of Guadalupe Elevated Tank Coating Inspection

DATE: 6/19/2018

BID OPENING REPORT



Bids were opened on June 30th, 2020 at 2:00 p.m.

For Elevated Tank Recoating

Pre-Bid Estimate _____

CONTRACTOR:

BID AMOUNT:

- | | | |
|-----|---|-----------------------|
| 1. | <u>Unified Field Services Corporation</u> | <u>\$430,100.00</u> |
| 2. | <u>Utility Service Co., INC.</u> | <u>\$1,567,400.00</u> |
| 3. | <u>CalSierra Construction Inc.</u> | <u>\$597,850.00</u> |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |
| 8. | _____ | _____ |
| 9. | _____ | _____ |
| 10. | _____ | _____ |
| 11. | _____ | _____ |
| 12. | _____ | _____ |
| 13. | _____ | _____ |
| 14. | _____ | _____ |
| 15. | _____ | _____ |

Signed: _____

Date: _____

June 30th, 2020

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.

THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.