

In-person participation by the public will be permitted. In addition, remote public participation is available in the following ways:

- 1. Livestream online at www.atwater.org (Please be advised that there is a broadcasting delay. If you would like to participate in public comment, please use the option below).*
- 2. Submit a written public comment prior to the meeting: Public comments submitted to cityclerk@atwater.org by 4:00 p.m. on the day of the meeting will be distributed to the City Council, and made part of the official minutes but will not be read out loud during the meeting.*

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Persons requesting accommodation should contact the City in advance of the meeting, and as soon as possible, at (209) 357-6241.

CITY OF ATWATER

City Council

AGENDA

Council Chambers
750 Bellevue Road
Atwater, California

October 28, 2024

REGULAR SESSION: (Council Chambers)

CALL TO ORDER:

6:00 PM

INVOCATION:

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL: (City Council)

Ambriz _____, Button _____, Cale _____, Raymond _____, Nelson _____

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

SUBSEQUENT NEED ITEMS: (The City Clerk shall announce any requests for items requiring immediate action subsequent to the posting of the agenda. Subsequent need items require a two-thirds vote of the members of the City Council present at the meeting.)

APPROVAL OF AGENDA AS POSTED OR AS AMENDED: (This is the time for the City Council to remove items from the agenda or to change the order of the agenda.)

PRESENTATIONS:

- **National Domestic Violence Awareness Month 2024**

Staff's Recommendation: That Mayor Nelson present the proclamation, on behalf of the City Council, recognizing the month of October as National Domestic Violence Awareness Month.

- **Monthly report by Merced County District 3 Supervisor McDaniel**
- **Legislative report by California District 27 Assemblywoman Soria**

CONSENT CALENDAR:NOTICE TO THE PUBLIC

Background information has been provided on all matters listed under the Consent Calendar, and these items are considered to be routine. All items under the Consent Calendar are normally approved by one motion. If a Councilmember requests separate discussion on any item, that item will be removed from the Consent Calendar for separate action.

TREASURER'S REPORT:

1. **August 31, 2024**

Staff's Recommendation: Acceptance of report as listed.

WARRANTS:

2. **October 28, 2024**

Staff's Recommendation: Acceptance of warrants as listed.

MINUTES: (Planning Commission)

3. **August 21, 2024- Regular meeting**

Staff's Recommendation: Acceptance of minutes as listed.

MINUTES: (City Council)

4. **October 14, 2024- Regular meeting**

Staff's Recommendation: Approval of minutes as listed.

AGREEMENTS:

5. **Approve a General Services Agreement with All Environmental Services, LLC. for On-Call Clean Up Services** (Police Chief Salvador)

Staff's Recommendation: Adoption of Resolution No. 3497-24 awarding a General Service Agreement, in a form approved by the City Attorney, to All Environmental Services LLC, Livingston, CA for on-call clean up services, for an amount not to exceed \$20,000; and to authorize and direct the City Manager to execute the Agreement on behalf of the City.

6. **Approve a Purchase Agreement (Purchase Order) with Carbon Supply Inc. for Granulated Activated Carbon Exchange at Central Site** (Public Works Director Vinson)

Staff's Recommendation: Approving a Purchase Agreement (Purchase Order) to Carbon Supply Inc. of Bell Gardens, California for Granulated Activated Carbon (GAC) Exchange at Central Site, in an amount not to exceed \$110,050.00; and authorizes and directs the City Manager or his designee to execute the Agreement (Purchase Order) on behalf of the City.

OTHER ACTIONABLE ITEMS:

7. **Approve CMAQ Grant Applications Pedestrian Phase 4 & New Street Sweeper** (Deputy City Manager/Community Development Director Thompson and Public Works Director Vinson)

Staff's Recommendation: Approving submittal of CMAQ Grant application for the Construction Phase of the Downtown Pedestrian Phase 4 Improvement Project and application for submittal of CMAQ Grant application for a New Street Sweeper; and

Approving Resolution No. 3498-24 authorizing the City Manager or his designee to execute all agreements/documents related to the Downtown Pedestrian Phase 4 Project- grant application; and

Approving Resolution No. 3499-24 authorizing the City Manager or his designee to execute all agreements/documents related to the New Street Sweeper Grant Application; and

Authorizing the City Manager or his designee to execute the CMAQ Assurance of Timely Project Delivery form.

8. **Approve Plans and Specifications and Authorizing Advertising and Calling for Bids for the Castle Sewer Lift Station Rehabilitation Project** (Public Works Director Vinson)

Staff's Recommendation: Approval of plans and specifications and authorizes advertising and calling for bids for the Castle Sewer Lift

Station Rehabilitation Project, City Project No. 19-9, Bid Call No. 730-24.

9. **Approve Budget Amendment Appropriating Funds from the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program** (Police Chief Salvador)

Staff's Recommendation: Adoption of Resolution No.3500-24 approving Budget Amendment No. 5 amending the Fiscal Year 2024-25 Budget regarding appropriating funds in the amount of \$14,078.00 to the Fiscal Year 2024-25 Police Grants Budget derived from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

10. **Approve Budget Amendment Appropriating Funds from the 2024 Patrick Leahy Bulletproof Vest Partnership Grant Program** (Police Chief Salvador)

Staff's Recommendation: Adoption of Resolution No.3501-24 approving Budget Amendment No. 6 amending the Fiscal Year 2024-25 Budget regarding appropriating funds in the amount of \$10,603.24 to the Fiscal Year 2024-25 Police Grants Budget derived from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's 2024 Patrick Leahy Bulletproof Vest Partnership Grant Program.

11. **Accept the Tennis Court Resurfacing Project as Complete** (Public Works Director Vinson)

Staff's Recommendation: Accepts work done under the contract for the Tennis Court Resurfacing Project, City Project No. 24-11; authorizes a final payment in the amount of \$29,300.00 for the project; and authorizes and directs the City Manager to sign a Notice of Completion and have it recorded on behalf of the City.

*****END OF CONSENT CALENDAR*****

PUBLIC HEARINGS:

12. **Adopt Resolution Amending the Fiscal Year 2024-2025 Miscellaneous Fee Schedule** (Public Works Director Vinson)

Staff's Recommendation: Open the Public Hearing and receive any testimony given regarding the proposed amendments to the Fiscal Year 2024-2025 Miscellaneous Fee Schedule;

Close the Public Hearing;

Motion to adopt Resolution No. 3502-24 amending the City of Atwater's Miscellaneous Fee Schedule for Fiscal Year 2024-2025

Motion to approve staff's recommendation as presented.

13. **Waive the First Reading by Title only, and introduce an Ordinance Approving Zoning Ordinance Text Amendment No. 24-23-0100 amending Chapter 17.16 "Low Density Residential Districts" of the Atwater Municipal Code to add "R-1-5" (5,000 square foot lots) as a single-family residential district under the Low Density Residential Zone** (Deputy City Manager/Community Development Director Thompson)

Staff's Recommendation: Open the public hearing and receive any testimony from the public; and,

Close the public hearing; and,

Motion to make a finding that the project is categorically exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), "Review for Exemption", under the common sense exemption; and,

Motion to waive the first reading by title only, and introduce Ordinance No. CS 1069 Amending Chapter 17.16: "Low Density Residential Districts" of the Atwater Municipal Code, to add "R-1-5" (5,000 square foot lots) as a Single Family Residential district.

14. **Waive the First Reading by Title Only, and Introduce an Ordinance Approving Zoning Ordinance Text Amendment No. 24-28-0100 Amending Chapter 17.28 "Accessory Dwelling Units" of the Atwater Municipal Code to Comply with recent changes in State law; and Finding the Action to be Statutorily Exempt from CEQA under section 21080.17 of the Public Resources Code** (Deputy City Manager/Community Development Director Thompson)

Staff's Recommendation: Open the public hearing and receive any testimony from the public; and,

Close the public hearing; and,

Motion to make a finding that the project is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17; and,

Motion to waive the first reading by title only, and introduce Ordinance No. CS 1070 amending Chapter 17.28 "Accessory Dwelling Units" of the Atwater Municipal Code to comply with recent changes in State law.

REPORTS AND PRESENTATIONS FROM STAFF:

15. **Approval and Adoption of an Amendment to the City of Atwater Improvement Standards and Specifications** (Deputy City

Manager/Community Development Director Thompson)

Staff's Recommendation: Motion to Adopt Resolution No. 3503-24 approving an amendment to update the Improvement standards and Specifications of the city of Atwater by repealing the current city standards listed here: DR-1, SCG-1, SCG-2, SCG-4, SCG-5, ST-3 and replacing them with the attached improvement standards. Adopt standard details ST-8, ST-9. Repeal standard details D-1, D-5; or

Motion to approve staff's recommendation as presented.

COMMENTS FROM THE PUBLIC:

NOTICE TO THE PUBLIC

At this time any person may comment on any item which is not on the agenda. You may state your name and address for the record; however, it is not required. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. Please limit comments to a maximum of three (3) minutes.

CITY COUNCIL REPORTS/UPDATES:

- **City Council Member Cale, District 1**
- **City Council Member Button, District 2**
- **City Council Member Ambriz, District 3**
- **Mayor Pro Tem Raymond, District 4**
- **Mayor Nelson**

CITY MANAGER REPORTS/UPDATES:

16. Update from the Office of the City Manager

ADJOURNMENT:

CERTIFICATION:

I, Kory J. Billings, City Clerk of the City of Atwater, do hereby certify that a copy of the foregoing agenda was posted at City Hall a minimum of 72 hours prior to the meeting.



KORY J. BILLINGS
CITY CLERK

SB 343 NOTICE

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular

meeting will be made available for public inspection in the office of the City Clerk during normal business hours at 1160 Fifth Street, Atwater, California.

If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda at 750 Bellevue Road, Atwater, California.



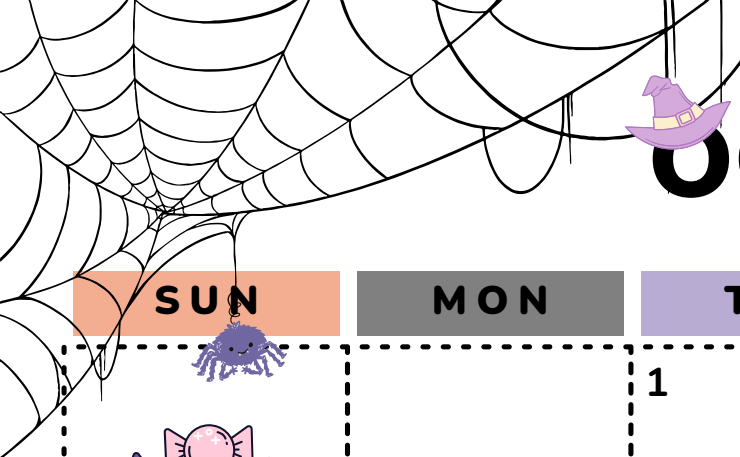
In compliance with the federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a City Council, Commission or Committee meeting due to a disability, please contact the City Clerk's Office a minimum of three (3) business days in advance of the meeting at (209) 357-6241. You may also send the request by email to cityclerk@atwater.org.

Unless otherwise noted, City Council actions include a determination that they are not a "Project" within the meaning of the California Environmental Quality Act (CEQA), and therefore, that CEQA does not apply to such actions.

LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:

Applicants, parties, and their agents who have made campaign contributions totaling more than \$250 (aggregated) to a Councilmember over the past 12 months, must publicly disclose that fact for the official record of that agenda item. Disclosures must include the amount of the campaign contribution aggregated, and the name(s) of the campaign contributor(s) and Councilmember(s). The disclosure may be made either in writing to the City Clerk prior to the agenda item consideration, or by verbal disclosure at the time of the agenda item consideration.

The foregoing statements do not constitute legal advice, nor a recitation of all legal requirements and obligations of parties/applicants and their agents. Parties and agents are urged to consult with their own legal counsel regarding the requirements of the law.



OCTOBER 2024



SUN	MON	TUE	WED	THU	FRI	SAT
 		1	2	3	4	5
6	7	8 Atwater National Night Out - 4:30PM - 6:30PM (Ralston Park)	9	10 Economic Development Summit - 10:00 AM - 12:00 PM (Atwater Community Center)	11	12
13	14 City Council Meeting - 6:00 PM	15	16 Planning Commission Meeting - 6:00 PM	17	18 Movies in the Park Trolls Band Together (Veterans Park)	19 2024 Atwater Fall Clean Up Event 2877 Atwater Blvd, Atwater CA 7:00 AM - 12:00 PM
20	21	22	23	24 Merced County District 3 Supervisor McDaniel Office Hours - 1:30 PM - 3:30 PM	25	26
27	28 Audit & Finance Meeting - 4:30 PM City Council Meeting - 6:00 PM	29	30	31 		

NOVEMBER 2024



SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3 Daylight Saving Time Ends	4	5	6 Office of Asm. Esmeralda Soria - Mobile Office Hours 2-4 PM City Council Chambers	7	8	9
10	11 ★★★★★ VETERANS DAY <i>November 11th</i> City Holiday Trash pick up delayed - 1 day	12 City Council Meeting - 6:00 PM	13	14	15	16
17	18	19	20 Planning Commission Meeting - 6:00 PM	21	22	23
24	25	26	27	28 Happy THANKSGIVING City Holiday Trash pick up delayed - 1 day	29 City Holiday	30

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 8/31/2024

	FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
0001	General Fund	17,303,267.99	1,827,789.50	2,344,093.92	16,786,963.57
0003	General Fund Capital	(121,507.38)	86,669.98	2,188.55	(37,025.95)
0004	Public Safety Trans & Use Tax	2,072,026.87	480,028.07	192,532.34	2,359,522.60
0005	Ferrari Ranch Project Fund	2,360.27	0.00	0.00	2,360.27
0007	Measure V Fund	5,164,865.06	71,538.58	0.00	5,236,403.64
0008	Measure V 20% Alternative Modes	871,096.06	17,884.64	1,362.87	887,617.83
0009	Abandoned Veh Abatement Fund	(10,062.46)	5,762.34	1,626.27	(5,926.39)
0010	Measure V Regional Fund	(120,841.94)	0.00	2,966.75	(123,808.69)
1005	Police Grants Fund	97,374.48	0.00	0.00	97,374.48
1010	ARPA-American Rescue Plan Act	2,770,309.18	0.00	10,382.81	2,759,926.37
1011	Gas Tax/Street Improvement	(416,803.16)	88,095.72	77,554.46	(406,261.90)
1013	Local Transportation Fund	585,960.50	0.00	0.00	585,960.50
1015	Traffic Circulation Fund	1,549,199.25	3,659.20	0.00	1,552,858.45
1016	Applegate Interchange	796,512.17	0.00	0.00	796,512.17
1017	RSTP-Regional Surface Transp Prog	2,707,192.35	0.00	10,607.50	2,696,584.85
1018	SB1-Road Maint & Rehab RMRA	2,346,501.38	76,704.88	678,758.29	1,744,447.97
1019	LPP-Local Partnership Prg Fund	0.00	0.00	0.00	0.00
1020	Parks and Recreation Fund	2,030,690.78	4,764.00	0.00	2,035,454.78
1021	Parks Grants Fund	0.00	0.00	0.00	0.00
1040	General Plan Update-Housing Element	(10,800.00)	0.00	0.00	(10,800.00)
1041	General Plan Update Fund	1,913,933.03	0.00	18,187.50	1,895,745.53
1055	Neighborhood Stabilization	228,103.85	0.00	0.00	228,103.85
1059-80	Housing Grant Funds	993,838.86	51,000.00	0.00	1,044,838.86
1091	Police Facility Impact Fee	196,972.06	1,114.08	0.00	198,086.14
1093	Fire Facility Impact Fee	271,184.80	1,444.20	0.00	272,629.00
1095	Government Building Facility	289,646.64	1,203.55	0.00	290,850.19
3064-67	Redevelopment/Successor Agency Funds	1,793,856.08	868.04	425.00	1,794,299.12
4020	Performance Bond Trust	226,761.79	0.00	0.00	226,761.79
4030	Narcotics Program Trust	2,141.71	0.00	0.00	2,141.71
4060	Section 125 Medical	2,144.49	70.00	0.00	2,214.49

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 8/31/2024

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
4070 Section 125 Dependent Care	0.00	0.00	0.00	0.00
4080 Pension Rate Stblztn 115 Trust	525,861.26	9,460.56	0.00	535,321.82
4090 CFD No. 1 Trust	135,211.57	0.00	0.00	135,211.57
5001-55 All Maintenance Districts	1,342,227.91	7,150.81	37,811.45	1,311,567.27
5050 CFD Districts	(78,894.63)	9,898.71	35,559.80	(104,555.72)
6000 Water Enterprise Fund	14,817,646.71	764,307.24	396,299.19	15,185,654.76
6001 Water Fund Capital Replacement	(1,871,974.26)	0.00	109,168.82	(1,981,143.08)
6002 DBCP Settlement	21,241.78	0.00	0.00	21,241.78
6004 Water Well- Buhach Colony	190,160.05	314.84	0.00	190,474.89
6005 Water Capital Impact Fees	2,787,123.74	25,003.50	0.00	2,812,127.24
6006 Water Operating Reserve Fund	186,143.27	0.00	0.00	186,143.27
6007 1,2,3-TCP Fund	14,333,595.63	170,223.32	6,596.04	14,497,222.91
6010 Sewer Enterprise Fund	14,936,824.14	968,084.07	917,101.29	14,987,806.92
6011 Sewer Fund Capital Replacement	3,883,345.23	22,041.40	0.00	3,905,386.63
6020 Sanitation Enterprise	2,414,149.40	330,061.89	3,773.31	2,740,437.98
7000 Internal Service Fund	684,510.43	3,680.98	152,340.73	535,850.68
7001 ISF Equipment/Bldg Replacement	206,143.88	0.00	0.00	206,143.88
7010 Employee Benefits Fund	731,917.15	4,979.89	79,206.72	657,690.32
7020 Risk Management	(291,831.80)	0.00	0.00	(291,831.80)
7030 Information Technology	520,248.07	0.00	42,903.79	477,344.28
9090 Accrued Interest Fund	744,961.13	2,088.54	0.00	747,049.67
TOTAL	99,754,535.37	5,035,892.53	5,121,447.40	99,668,980.50

Prepared by: _____

Jared Moua, Accountant I

Approved by: _____

Mark Borba, City Treasurer

**Statement of Changes in Cash Balance
by Bank
As of 8/31/2024**

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	66,150,153.13			66,150,153.13
City - RMA Long-Term Investment Fund	1,196,310.00	2,088.54		1,198,398.54
City Checking & Investment Accounts	2,841,079.37	4,854,109.90	4,750,763.54	2,944,425.73
Wastewater Checking	5,780,627.33		370,683.86	5,409,943.47
RA Obligation Retirement Fund	25,583.84	10.21		25,594.05
US Bank/Chandler Asset Mgt.	23,234,920.44	170,223.32		23,405,143.76
PARS Post-Employment Benefits Trust	525,861.26	9,460.56		535,321.82
Totals	<u>99,754,535.37</u>	<u>5,035,892.53</u>	<u>5,121,447.40</u>	<u>99,668,980.50</u>

Prepared by: _____

Jared Moua, Accountant I

Approved by: _____

Mark Borba, City Treasurer

(The following statements are required by California Govt. Code Section 53646 (b) (2,3))

Investments are made pursuant to the City Council approved Investment Policy and Guidelines.

The City of Atwater has the ability to meet its pooled expenditure requirements for the next six months.

Bank Account Detail			
City LAIF	66,150,153.13	Chase General Checking	2,867,354.58
Chandler Asset Mgt.	1,198,398.54	Chase Wastewater Checking	5,409,943.47
US Bank/Chandler Asset Mgt.	23,405,143.76	Chase Redevelopment Checking	25,594.05
PARS Post-Employment Benefits Trust	535,321.82	Chase Savings Account	0.00

Warrant Summary October 28, 2024

Prepared By: Joseph Murillo, Accounting Technician
Accounts Payable Warrant

	Amount
10/28/2024 Warrant	\$ 832,470.48
Prewrittens (Checks Processed Between Warrants)	\$ 606.90
Total Accounts Payable Warrants:	\$ 833,077.38

Additional Warrants

Date	Description	Amount
10/22/2024	AFLAC	\$ 391.29
10/22/2024	AFSCME District Council 57	\$ 1,029.00
10/22/2024	Atwater Police Officers Association	\$ 3,265.19
10/22/2024	CALPERS Employee 457 Plan	\$ 275.00
10/22/2024	EPARS Employee 457 Plan (PNC Bank)	\$ 3,363.00
10/22/2024	PERS Retirement 9/26/24 - 10/9/24	\$ 63,251.01
10/22/2024	State Disbursement - Child Support	\$ 115.38
10/22/2024	UNUM Voluntary Life Insurance November 2024 Premiums	\$ 214.03
		\$ -
		\$ -
Total Additional Warrants:		\$ 71,903.90

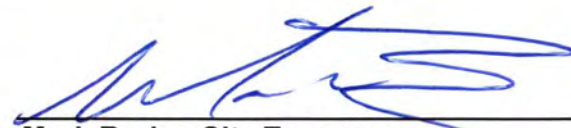
Payroll

Date	Description	Amount
10/17/2024	Net Payroll	\$ 209,095.93
10/22/2024	Federal Taxes	\$ 70,985.11
10/22/2024	State Taxes	\$ 9,256.64
Total Payroll:		\$ 289,337.68

Grand Total:	\$ 1,194,318.96



Anna Nicholas, Finance Director



Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 10/24/2024 - 2:15 PM



City of
Atwater
Community Pride City Wide
750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		2,904.53
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	10/22/2024	General Fund	Pers Deduction	PERS-RETIREMENT		3,037.73
0	10/22/2024	General Fund	Pers Deduction	PERS-RETIREMENT		1,023.56
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		6,667.04
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		0.01
0	10/22/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		9,256.64
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		-375.47
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		10,510.92
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		61.40
0	10/22/2024	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		10.02
0	10/22/2024	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		96.99
0	10/22/2024	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		107.02
0	10/22/2024	General Fund	Garnishments	STATE DISBURSEMENT UNIT		115.38
0	10/22/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		18,839.88
0	10/22/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		46.19
0	10/22/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		10.80
0	10/22/2024	General Fund	Deferred Compensation	CALPERS		150.00
0	10/22/2024	General Fund	Deferred Compensation	CALPERS		125.00
0	10/22/2024	General Fund	Deferred Compensation	PNC BANK		650.00
0	10/22/2024	General Fund	Deferred Compensation	PNC BANK		2,713.00
0	10/22/2024	General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		3,265.19
0	10/22/2024	General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,029.00
0	10/22/2024	General Fund	Aflac Premiums	AFLAC PLANS		98.89
0	10/22/2024	General Fund	Aflac Premiums	AFLAC PLANS		195.65
0	10/22/2024	General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	10/22/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		24,436.16
0	10/22/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,406.10
0	10/22/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		18,839.88
0	10/22/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,406.10
0	10/22/2024	General Fund	Pers Deduction	PERS-RETIREMENT		9,064.77
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		13.82
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		10,350.65
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		14.03

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		60.46
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		-381.28
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		18,371.72
0	10/22/2024	General Fund	Pers Benefits	PERS-RETIREMENT		1,140.54
Check Total:						152,145.65

Accounts Payable
Checks for Approval

User: jmurillo
Printed: 10/24/2024 - 2:05 PM

Prewritten



City of
Atwater
Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26464	10/15/2024	General Fund	Training	STEVE MEAD		284.70
Check Total:						284.70
26465	10/16/2024	General Fund	Travel/Conferences/Meetings	MERCED COUNTY ASSOCIATION		160.00
26465	10/16/2024	General Fund	Travel/Conferences/Meetings	MERCED COUNTY ASSOCIATION		160.00
Check Total:						320.00
26466	10/22/2024	General Fund	Garnishments	FRANCHISE TAX BOARD		2.20
Check Total:						2.20
Report Total:						606.90

Accounts Payable

Checks by Date - Detail by Check Date

User: jmurillo
Printed: 10/24/2024 2:10 PM



City of
Atwater
Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	CHA999	CHASE	10/28/2024	
	10042024	Walmart		11.83
	10042024	Harrahs		78.50
	10042024	Hilton		91.26
	10042024	Clovis Cleaners		73.10
	10042024	Paypal Insidelines		467.71
	10042024	JAMF Software		336.00
	10042024	Staples		37.87
	10042024	TLO Transunion		443.17
	10042024	League Of California		500.00
	10042024	Lowe's		797.40
	10042024	Hilton		91.26
	10042024	Livingston		50.00
	10042024	5.11 Inc.		196.61
	10042024	City of Fresno		45.00
	10042024	In California Police		400.00
	10042024	Vitality Med		23.79
	10042024	Food 4 Less		42.20
	10042024	Elementor Ltd		79.00
	10042024	Paypal Kim Turner		999.00
	10042024	Hampton		784.29
	10042024	CA-NV Section		235.00
	10042024	5.11 Inc.		-14.12
	10042024	Harrahs		843.94
	10042024	Valley Motorcycle Training		395.00
	10042024	Harrahs		968.94
	10042024	Food 4 Less		84.31
	10042024	California Municipal		40.00
	10042024	Harrahs		968.94
	10042024	Postal Connections		-44.71
	10042024	Home Depot		14.15
	10042024	JAMF Software		336.00
	10042024	Savemart		56.27
	10042024	Cerus Gear		54.98
	10042024	IIMC		125.00
	10042024	Expresssions of Love		37.89
	10042024	Dollar Tree		6.80
	10042024	Yourmembership		349.00
	10042024	Big 5		23.90
	10042024	TPC Training		1,495.00
	10042024	EVGO Services		8.62
Total for this ACH Check for Vendor CHA999:				11,532.90
Total for 10/28/2024:				11,532.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Report Total (1 checks):				11,532.90

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 10/24/2024 - 2:08 PM



City of
Atwater
Community Pride City Wide
750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/28/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,490.18
0	10/28/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,490.19
0	10/28/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,490.19
0	10/28/2024	General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		1,207.77
0	10/28/2024	General Fund	Memberships & Subscriptions	CHASE		125.00
0	10/28/2024	General Fund	Travel/Conferences/Meetings	CHASE		500.00
0	10/28/2024	General Fund	Travel/Conferences/Meetings	CHASE		40.00
0	10/28/2024	General Fund	Professional Services	CHASE		400.00
0	10/28/2024	General Fund	Printing & Advertising	CHASE		349.00
0	10/28/2024	General Fund	Uniform & Clothing Expense	CHASE		73.10
0	10/28/2024	General Fund	Uniform & Clothing Expense	CHASE		196.61
0	10/28/2024	General Fund	Uniform & Clothing Expense	CHASE		-14.12
0	10/28/2024	General Fund	Uniform & Clothing Expense	CHASE		37.87
0	10/28/2024	General Fund	Uniform & Clothing Expense	CHASE		467.71
0	10/28/2024	General Fund	Professional Services	CHASE		50.00
0	10/28/2024	General Fund	Professional Services	CHASE		443.17
0	10/28/2024	General Fund	Communications	CHASE		-44.71
0	10/28/2024	General Fund	Training	CHASE		999.00
0	10/28/2024	General Fund	Training	CHASE		78.50
0	10/28/2024	General Fund	Training	CHASE		784.29
0	10/28/2024	General Fund	Training	CHASE		843.94
0	10/28/2024	General Fund	Training	CHASE		968.94
0	10/28/2024	General Fund	Training	CHASE		968.94
0	10/28/2024	General Fund	Special Departmental Expense	CHASE		54.98
0	10/28/2024	General Fund	Special Departmental Expense	CHASE		23.79
0	10/28/2024	General Fund	Training	CHASE		395.00
0	10/28/2024	General Fund	Special Departmental Expense	CHASE		45.00
0	10/28/2024	General Fund	Special Departmental Expense	CHASE		23.90
0	10/28/2024	General Fund	Special Departmental Expense	CHASE		84.31
0	10/28/2024	General Fund	Special Departmental Expense	CHASE		42.20
0	10/28/2024	General Fund	Special Departmental Expense	CHASE		91.26
0	10/28/2024	General Fund	Special Departmental Expense	CHASE		91.26
0	10/28/2024	General Fund	September 11 Remembrance	CHASE		37.89
0	10/28/2024	ARPA-American Rescue Plan Act	Osborn Park Renovation	CHASE		6.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/28/2024	ARPA-American Rescue Plan Act	Osborn Park Renovation	CHASE		56.27
0	10/28/2024	Water Enterprise Fund	Special Departmental Expense	CHASE		11.83
0	10/28/2024	Water Enterprise Fund	Training	CHASE		235.00
0	10/28/2024	Sewer Enterprise Fund	Training	CHASE		1,495.00
0	10/28/2024	Internal Service Fund	Special Departmental Expense	CHASE		14.15
0	10/28/2024	Internal Service Fund	Special Departmental Expense	CHASE		797.40
0	10/28/2024	Internal Service Fund	Operations & Maintenance	CHASE		8.62
0	10/28/2024	Information Technology Fund	Special Departmental Expense	CHASE		336.00
0	10/28/2024	Information Technology Fund	Special Departmental Expense	CHASE		336.00
0	10/28/2024	Information Technology Fund	Special Departmental Expense	CHASE		79.00
Check Total:						20,211.23
26467	10/28/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		251.72
26467	10/28/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		251.72
26467	10/28/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		251.71
26467	10/28/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		118.45
26467	10/28/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		118.45
26467	10/28/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		118.45
Check Total:						1,110.50
26468	10/28/2024	Gas Tax/Street Improvement	Professional Services	ADVANCED MOBILITY GROUP		3,059.00
26468	10/28/2024	Gas Tax/Street Improvement	Professional Services	ADVANCED MOBILITY GROUP		2,453.50
Check Total:						5,512.50
26469	10/28/2024	General Fund	Castle Park Deposits	ERIKA ALAMILLA		200.00
Check Total:						200.00
26470	10/28/2024	General Fund	Professional Services	ASSOCIATES LOCK & SAFE SERVICE		75.00
26470	10/28/2024	Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		12.99
Check Total:						87.99
26471	10/28/2024	General Fund	Communications	AT&T		219.35
Check Total:						219.35
26472	10/28/2024	General Fund	Plan Check Deposits	AT&T CALIFORNIA - VALLEY PERMIT DESK		2,485.00
Check Total:						2,485.00
26473	10/28/2024	General Fund	Communications	AT&T CALNET		286.21
26473	10/28/2024	General Fund	Communications	AT&T CALNET		168.32
26473	10/28/2024	Water Enterprise Fund	Communications	AT&T CALNET		335.71
26473	10/28/2024	Sewer Enterprise Fund	Communications	AT&T CALNET		520.11
26473	10/28/2024	Internal Service Fund	Communications	AT&T CALNET		603.41

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						1,913.76
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		831.36
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		280.62
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		826.74
26474	10/28/2024	Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		90.18
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		470.58
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		885.28
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		180.36
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		85.33
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		175.50
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		215.75
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		90.18
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		135.27
26474	10/28/2024	Gas Tax/Street Improvement	Communications	AT&T MOBILITY		40.24
26474	10/28/2024	Water Enterprise Fund	Communications	AT&T MOBILITY		130.42
26474	10/28/2024	Internal Service Fund	Communications	AT&T MOBILITY		40.24
26474	10/28/2024	Information Technology Fund	Communications	AT&T MOBILITY		45.09
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		43.98
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		43.98
26474	10/28/2024	General Fund	Communications	AT&T MOBILITY		87.96
26474	10/28/2024	Gas Tax/Street Improvement	Communications	AT&T MOBILITY		263.88
26474	10/28/2024	Water Enterprise Fund	Communications	AT&T MOBILITY		561.37
26474	10/28/2024	Sewer Enterprise Fund	Communications	AT&T MOBILITY		483.78
26474	10/28/2024	Internal Service Fund	Communications	AT&T MOBILITY		43.98
26474	10/28/2024	Internal Service Fund	Communications	AT&T MOBILITY		43.98
26474	10/28/2024	Information Technology Fund	Communications	AT&T MOBILITY		129.50
Check Total:						6,225.55
26475	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	ATWATER ELECTRIC		3,400.00
26475	10/28/2024	Gas Tax/Street Improvement	Professional Services	ATWATER ELECTRIC		1,580.00
Check Total:						4,980.00
26476	10/28/2024	Internal Service Fund	Special Departmental Expense	AUTOMATIC DOOR SYSTEMS, INC.		1,141.88
26476	10/28/2024	Internal Service Fund	Professional Services	AUTOMATIC DOOR SYSTEMS, INC.		630.00
Check Total:						1,771.88
26477	10/28/2024	General Fund	Special Departmental Expense	BAKER SUPPLIES AND REPAIRS		284.32
26477	10/28/2024	General Fund	Professional Services	BAKER SUPPLIES AND REPAIRS		127.50
Check Total:						411.82
26478	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		280.39

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26478	10/28/2024	Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		6.13
26478	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		45.76
26478	10/28/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		25.82
26478	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		8.72
26478	10/28/2024	Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		11.84
26478	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		71.57
26478	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		37.66
26478	10/28/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		96.94
26478	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		34.55
26478	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		91.72
26478	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		9.58
26478	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		19.64
26478	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		38.78
26478	10/28/2024	Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		17.01
26478	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		55.92
26478	10/28/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		116.00
26478	10/28/2024	Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		32.31
26478	10/28/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		104.64
26478	10/28/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		32.31
26478	10/28/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		56.23
26478	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		9.68
26478	10/28/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		232.48
26478	10/28/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		185.93
26478	10/28/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		68.96
26478	10/28/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		45.19
26478	10/28/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		33.93
26478	10/28/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		16.46
Check Total:						1,786.15
26479	10/28/2024	Sewer Enterprise Fund	Professional Services	BLACK WATER CONSULTING ENGINEERING,		2,573.00
Check Total:						2,573.00
26480	10/28/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	BOOT BARN		200.00
26480	10/28/2024	General Fund	Uniform & Clothing Expense	BOOT BARN		157.68
26480	10/28/2024	Internal Service Fund	Operations & Maintenance	BOOT BARN		200.00
26480	10/28/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	BOOT BARN		173.99
Check Total:						731.67
26481	10/28/2024	Water Enterprise Fund	Special Departmental Expense	BORGES & MAHONEY CO.		13,768.29
Check Total:						13,768.29
26482	10/28/2024	Water Enterprise Fund	Accounts Payable	JOHN BOTWRIGHT		120.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						120.25
26483	10/28/2024	Water Enterprise Fund	Accounts Payable	BOWLES, ECKSTROM & ASSOCIATES LLC		340.35
Check Total:						340.35
26484	10/28/2024	ARPA-American Rescue Plan Act	Police Dept Remodel/Rehab	JIM BRISCO ENTERPRISES		705.79
Check Total:						705.79
26485	10/28/2024	Sewer Enterprise Fund	Professional Services	BSK ASSOCIATES		1,029.00
26485	10/28/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		133.15
26485	10/28/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
26485	10/28/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
26485	10/28/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		26.63
26485	10/28/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,598.44
26485	10/28/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
26485	10/28/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
26485	10/28/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
26485	10/28/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
26485	10/28/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
26485	10/28/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		61.12
Check Total:						6,512.89
26486	10/28/2024	General Fund	Castle Park Deposits	LAURA BUCHER		200.00
Check Total:						200.00
26487	10/28/2024	General Fund	Special Departmental Expense	CAL FARM & HOME		104.96
Check Total:						104.96
26488	10/28/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		157.96
26488	10/28/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		155.12
Check Total:						313.08
26489	10/28/2024	General Fund	Professional Services	CDCE, INC.		3,589.56
Check Total:						3,589.56
26490	10/28/2024	General Fund	Training	TONYA CHAVES		229.24
Check Total:						229.24
26491	10/28/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.93
26491	10/28/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.35
26491	10/28/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		38.38

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26491	10/28/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		338.03
26491	10/28/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.04
26491	10/28/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		33.59
26491	10/28/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		88.54
26491	10/28/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.35
26491	10/28/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.04
26491	10/28/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.93
26491	10/28/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		38.38
26491	10/28/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		33.59
26491	10/28/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		65.81
26491	10/28/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		88.54
26491	10/28/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.35
26491	10/28/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.04
26491	10/28/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.93
26491	10/28/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		38.38
26491	10/28/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		33.59
26491	10/28/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		65.81
26491	10/28/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		88.54
Check Total:						1,138.14
26492	10/28/2024	Internal Service Fund	Communications	COMCAST		1,680.49
Check Total:						1,680.49
26493	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		265.63
26493	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		3,734.63
26493	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		405.94
Check Total:						4,406.20
26494	10/28/2024	Water Enterprise Fund	Special Departmental Expense	COOPER CONTROLS INC		241.08
26494	10/28/2024	Water Enterprise Fund	Professional Services	COOPER CONTROLS INC		800.00
26494	10/28/2024	Water Enterprise Fund	Special Departmental Expense	COOPER CONTROLS INC		241.08
26494	10/28/2024	Water Enterprise Fund	Professional Services	COOPER CONTROLS INC		3,437.50
Check Total:						4,719.66
26495	10/28/2024	General Fund	Training	JOSH CORCHADO		63.26
Check Total:						63.26
26496	10/28/2024	Internal Service Fund	Professional Services	CUMMINS SALES AND SERVICE		1,672.00
Check Total:						1,672.00
26497	10/28/2024	General Fund	Travel/Conferences/Meetings	JENNIFER DANIEL		322.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	322.00
26498	10/28/2024	General Fund	Training	KATHY DAVIS		261.59
					Check Total:	261.59
26499	10/28/2024	General Plan Update Fund	Professional Services	DE NOVO PLANNING GROUP		22,359.00
26499	10/28/2024	General Plan Update Fund	Professional Services	DE NOVO PLANNING GROUP		450.00
					Check Total:	22,809.00
26500	10/28/2024	General Fund	Professional Services	DEPT. OF JUSTICE		128.00
					Check Total:	128.00
26501	10/28/2024	General Fund	Men's Fall Softball	JOSE DIAZ		550.00
					Check Total:	550.00
26502	10/28/2024	General Fund	Special Departmental Expense	DORAS FASHION		230.00
					Check Total:	230.00
26503	10/28/2024	General Fund	Professional Services	MARTIN DURAN		190.00
					Check Total:	190.00
26504	10/28/2024	General Fund	Training	STEFANI DURBIN		248.44
					Check Total:	248.44
26505	10/28/2024	Internal Service Fund	Professional Services	ELITE IRON FENCING		450.00
26505	10/28/2024	Internal Service Fund	Special Departmental Expense	ELITE IRON FENCING		1,315.00
					Check Total:	1,765.00
26506	10/28/2024	General Fund	Community Center Deposits	ROBERT ESTACIO		350.00
26506	10/28/2024	General Fund	Community Center Rental	ROBERT ESTACIO		-200.00
					Check Total:	150.00
26507	10/28/2024	General Fund	Coed Fall Softball	EWING IRRIGATION PRODUCTS INC.		115.34
26507	10/28/2024	General Fund	Men's Fall Softball	EWING IRRIGATION PRODUCTS INC.		115.34
					Check Total:	230.68
26508	10/28/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	FACILITY DESIGNS INC		2,107.57
					Check Total:	2,107.57
26509	10/28/2024	Water Enterprise Fund	Accounts Payable	CHRYSTAL FAULKNER		100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	100.06
26510	10/28/2024	Sewer Enterprise Fund	Machinery & Equipment	FOSTER'S PUMPS, INC.		24,082.92 ✓
					Check Total:	24,082.92
26511	10/28/2024	General Fund	Training	FRESNO CITY COLLEGE		928.00
					Check Total:	928.00 -
26512	10/28/2024	Employee Benefits Fund	Health Reimbursements	KRISTINA GARDNER		140.84
					Check Total:	140.84 -
26513	10/28/2024	Water Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		168.86
26513	10/28/2024	Internal Service Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		129.87
					Check Total:	298.73 -
26514	10/28/2024	Water Enterprise Fund	Accounts Payable	GAIYME GODINEZ		120.81
					Check Total:	120.81 -
26515	10/28/2024	Water Enterprise Fund	Accounts Payable	MARITZA GONZALEZ		120.87
					Check Total:	120.87 -
26516	10/28/2024	Water Enterprise Fund	Accounts Payable	SANDRA GONZALEZ		132.55
					Check Total:	132.55 -
26517	10/28/2024	General Fund	Training	DAVE GOODWIN		58.44
					Check Total:	58.44 -
26518	10/28/2024	Internal Service Fund	Special Departmental Expense	GRAINGER		315.16
26518	10/28/2024	Water Enterprise Fund	Special Departmental Expense	GRAINGER		1,299.57
					Check Total:	1,614.73 -
26519	10/28/2024	General Fund	Accounts Payable	CHRISTOPHER HARRIS		2.00
26519	10/28/2024	Water Enterprise Fund	Accounts Payable	CHRISTOPHER HARRIS		16.62
26519	10/28/2024	Sewer Enterprise Fund	Accounts Payable	CHRISTOPHER HARRIS		19.95
26519	10/28/2024	Sanitation Enterprise Fund	Accounts Payable	CHRISTOPHER HARRIS		13.42
					Check Total:	51.99 -
26520	10/28/2024	General Fund	Accounts Payable	MARIA HERNANDEZ		2.00
26520	10/28/2024	Water Enterprise Fund	Accounts Payable	MARIA HERNANDEZ		25.08
26520	10/28/2024	Sewer Enterprise Fund	Accounts Payable	MARIA HERNANDEZ		29.78
26520	10/28/2024	Sanitation Enterprise Fund	Accounts Payable	MARIA HERNANDEZ		20.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						76.90
26521	10/28/2024	Internal Service Fund	Operations & Maintenance	HI-TECH EYS INC		81.15
Check Total:						81.15
26522	10/28/2024	General Fund	Special Departmental Expense	HORIZON		46.32
26522	10/28/2024	Internal Service Fund	Special Departmental Expense	HORIZON		381.90
26522	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	HORIZON		90.07
Check Total:						518.29
26523	10/28/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
26523	10/28/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
26523	10/28/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
26523	10/28/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
26523	10/28/2024	Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
26523	10/28/2024	Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
26523	10/28/2024	Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
26523	10/28/2024	Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
26523	10/28/2024	Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
26523	10/28/2024	Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
26523	10/28/2024	Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
26523	10/28/2024	Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
26523	10/28/2024	Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
26523	10/28/2024	Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
26523	10/28/2024	Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
26523	10/28/2024	Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
26523	10/28/2024	Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
26523	10/28/2024	Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
26523	10/28/2024	Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
Check Total:						10,370.85
26524	10/28/2024	Water Enterprise Fund	Accounts Payable	SUKHWINDER KAUR		172.50
26524	10/28/2024	Sewer Enterprise Fund	Accounts Payable	SUKHWINDER KAUR		151.18
26524	10/28/2024	Sanitation Enterprise Fund	Accounts Payable	SUKHWINDER KAUR		100.23
Check Total:						423.91
26525	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		38.23
26525	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		76.26
26525	10/28/2024	Water Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		23.57
26525	10/28/2024	Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		140.23
26525	10/28/2024	Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		224.23

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	502.52
26526	10/28/2024	Water Enterprise Fund	Accounts Payable	DEBORAH KING		205.12
26526	10/28/2024	Sewer Enterprise Fund	Accounts Payable	DEBORAH KING		16.03
26526	10/28/2024	Sanitation Enterprise Fund	Accounts Payable	DEBORAH KING		10.37
					Check Total:	231.52
26527	10/28/2024	Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		681.77
					Check Total:	681.77
26528	10/28/2024	Water Enterprise Fund	Accounts Payable	PA KOU LEE		102.02
26528	10/28/2024	Sewer Enterprise Fund	Accounts Payable	PA KOU LEE		16.03
26528	10/28/2024	Sanitation Enterprise Fund	Accounts Payable	PA KOU LEE		10.79
					Check Total:	128.84
26529	10/28/2024	General Fund	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		960.00
					Check Total:	960.00
26530	10/28/2024	Water Enterprise Fund	Accounts Payable	ALICIA LOPEZ		29.16
					Check Total:	29.16
26531	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	MARTIN MARIETTA MATERIALS		75.88
					Check Total:	75.88
26532	10/28/2024	General Fund	Accounts Payable	JULIA MARTINEZ		2.00
26532	10/28/2024	Water Enterprise Fund	Accounts Payable	JULIA MARTINEZ		77.92
					Check Total:	79.92
26533	10/28/2024	Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		10,664.66
26533	10/28/2024	Sanitation Enterprise Fund	Other Revenue	MC REGIONAL WASTE MGMT. AUTH.		-3,580.16
					Check Total:	7,084.50
26534	10/28/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		201.94
26534	10/28/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		131.26
26534	10/28/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		211.24
26534	10/28/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		131.26
26534	10/28/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		224.26
26534	10/28/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		166.60
26534	10/28/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		213.10
26534	10/28/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		123.82
26534	10/28/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		233.56

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						1,637.04
26535	10/28/2024	General Fund	Youth Volleyball	MCNAMARA SPORTS		4,275.91
26535	10/28/2024	General Fund	Youth Basketball	MCNAMARA SPORTS		128.97
26535	10/28/2024	General Fund	Coed Fall Softball	MCNAMARA SPORTS		294.64
26535	10/28/2024	General Fund	Men's Fall Softball	MCNAMARA SPORTS		644.23
26535	10/28/2024	General Fund	Youth Flag Football	MCNAMARA SPORTS		1,597.77
26535	10/28/2024	General Fund	Tennis	MCNAMARA SPORTS		792.29
Check Total:						7,733.81
26536	10/28/2024	General Fund	Youth Flag Football	MERCED AREA SPORTS OFFICIALS, INC		230.00
26536	10/28/2024	General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		175.00
26536	10/28/2024	General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
26536	10/28/2024	General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		175.00
26536	10/28/2024	General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
Check Total:						1,140.00
26537	10/28/2024	General Fund	Professional Services	MERCED COUNTY ANIMAL CONTROL		3,675.00
Check Total:						3,675.00
26538	10/28/2024	Sewer Enterprise Fund	Professional Services	MERCED FENCE COMPANY		450.00
26538	10/28/2024	General Fund	Professional Services	MERCED FENCE COMPANY		510.00
Check Total:						960.00
26539	10/28/2024	General Fund	Utilities	MERCED IRRIGATION DISTRICT		1,152.29
26539	10/28/2024	Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		979.05
26539	10/28/2024	Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		216.86
26539	10/28/2024	Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		116.96
26539	10/28/2024	Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		508.43
26539	10/28/2024	Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		59.77
26539	10/28/2024	Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		72.28
26539	10/28/2024	Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		36.14
26539	10/28/2024	Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		72.28
26539	10/28/2024	Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		328.26
26539	10/28/2024	Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.92
26539	10/28/2024	America West LD	Utilities	MERCED IRRIGATION DISTRICT		160.25
26539	10/28/2024	Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		355.47
26539	10/28/2024	Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.92
26539	10/28/2024	Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		445.96
26539	10/28/2024	Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		685.39
26539	10/28/2024	Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		594.37
26539	10/28/2024	Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		258.06

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26539	10/28/2024	Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		373.75
26539	10/28/2024	Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		19.92
26539	10/28/2024	Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		401.33
26539	10/28/2024	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		695.86
26539	10/28/2024	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		6,903.48
Check Total:						14,476.00
26540	10/28/2024	Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		400.00
26540	10/28/2024	Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		400.00
26540	10/28/2024	Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		400.00
Check Total:						1,200.00
26541	10/28/2024	Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-13,572.58
26541	10/28/2024	Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,201.01
26541	10/28/2024	Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-22,024.64
26541	10/28/2024	Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,657.58
26541	10/28/2024	Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-9,439.13
26541	10/28/2024	Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		288,585.86
26541	10/28/2024	Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-13,796.67
26541	10/28/2024	Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,201.04
26541	10/28/2024	Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-21,092.79
26541	10/28/2024	Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,657.59
26541	10/28/2024	Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-9,039.77
26541	10/28/2024	Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		288,586.30
Check Total:						430,489.36
26542	10/28/2024	General Fund	Community Center Deposits	OFELIA MIRELES		350.00
Check Total:						350.00
26543	10/28/2024	Internal Service Fund	Professional Services	MISTER CAR WASH		856.00
Check Total:						856.00
26544	10/28/2024	General Fund	Castle Park Deposits	IESHA MOORE		200.00
Check Total:						200.00
26545	10/28/2024	General Fund	Travel/Conferences/Meetings	JARED MOUA		258.00
Check Total:						258.00
26546	10/28/2024	Internal Service Fund	Professional Services	MUNICIPAL MAINTENANCE EQUIP.		5,052.00
26546	10/28/2024	Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIP.		9,932.36
26546	10/28/2024	Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIP.		477.48

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						15,461.84
26547	10/28/2024	General Fund	Travel/Conferences/Meetings	JOSEPH MURILLO		258.00
Check Total:						258.00
26548	10/28/2024	Water Enterprise Fund	Accounts Payable	JULIE NAGASAKO		173.99
Check Total:						173.99
26549	10/28/2024	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		4.62
26549	10/28/2024	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		13.13
26549	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		0.45
26549	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		54.13
26549	10/28/2024	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		464.28
Check Total:						536.61
26550	10/28/2024	Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,401.54
Check Total:						2,401.54
26551	10/28/2024	Internal Service Fund	Professional Services	NVB EQUIPMENT INC		512.50
26551	10/28/2024	Internal Service Fund	Operations & Maintenance	NVB EQUIPMENT INC		493.18
Check Total:						1,005.68
26552	10/28/2024	Water Enterprise Fund	Special Departmental Expense	OLD HICKORY SHEDS LLC		420.50
Check Total:						420.50
26553	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		98.94
26553	10/28/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		39.11
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		9.78
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		21.74
26553	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		22.82
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		427.21
26553	10/28/2024	Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		48.02
26553	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		90.27
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		836.48
26553	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		42.70
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-22.00
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		14.65
26553	10/28/2024	Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		116.55
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		142.28
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		64.90
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		317.46
26553	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		36.94

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		1,184.47
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		357.37
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		54.55
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		27.88
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		26.76
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		35.21
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		340.50
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		81.55
26553	10/28/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		25.96
Check Total:						4,442.10
26554	10/28/2024	General Fund	Community Center Deposits	ROCIO OROZCO CASTRO		210.00
26554	10/28/2024	General Fund	Community Center Deposits	ROCIO OROZCO CASTRO		350.00
Check Total:						560.00
26555	10/28/2024	General Fund	Community Center Deposits	MARY ORTIZ		210.00
Check Total:						210.00
26556	10/28/2024	Sewer Enterprise Fund	Machinery & Equipment	C. OVERAA & COMPANY		24,999.00
Check Total:						24,999.00
26557	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	PAC MACHINE CO.		4,901.99
26557	10/28/2024	Sewer Enterprise Fund	Professional Services	PAC MACHINE CO.		2,800.00
Check Total:						7,701.99
26558	10/28/2024	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		219.31
26558	10/28/2024	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		74,154.92
26558	10/28/2024	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		289.23
Check Total:						74,663.46
26559	10/28/2024	General Fund	Castle Park Deposits	RHONDA PERRY		200.00
Check Total:						200.00
26560	10/28/2024	Measure V Fund	Fruitland Ave Rd Improvements	PG&E CFM/PPC DEPARTMENT		8,079.52
Check Total:						8,079.52
26561	10/28/2024	Water Enterprise Fund	Accounts Payable	TONI PIRTLE		99.93
Check Total:						99.93
26562	10/28/2024	Water Enterprise Fund	Special Departmental Expense	POLLARDWATER		3,242.60

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	3,242.60
26563	10/28/2024	General Fund	Special Departmental Expense	PROFORCE		353.44
					Check Total:	353.44
26564	10/28/2024	General Fund	Community Center Deposits	ESTRELLA RAMIREZ		210.00
					Check Total:	210.00
26565	10/28/2024	Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		214.77
					Check Total:	214.77
26566	10/28/2024	Water Enterprise Fund	Accounts Payable	RENTAL MANAGEMENT		5.79
26566	10/28/2024	Sewer Enterprise Fund	Accounts Payable	RENTAL MANAGEMENT		6.87
26566	10/28/2024	Sanitation Enterprise Fund	Accounts Payable	RENTAL MANAGEMENT		4.62
					Check Total:	17.28
26567	10/28/2024	General Fund	Professional Services	REWORLD SOLUTIONS LLC		526.87
					Check Total:	526.87
26568	10/28/2024	General Fund	Special Departmental Expense	ANA REYES		25.00
					Check Total:	25.00
26569	10/28/2024	RDVLPMT Obligation Retirement	Professional Services	RSG INC		806.25
					Check Total:	806.25
26570	10/28/2024	General Fund	Office Supplies	SAFEGUARD BUSINESS SYSTEMS		280.58
					Check Total:	280.58
26571	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		163.13
26571	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		230.08
					Check Total:	393.21
26572	10/28/2024	Sewer Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		143.00
					Check Total:	143.00
26573	10/28/2024	Internal Service Fund	Operations & Maintenance	SCHAEFFER MANUFACTURING COMPANY		1,321.05
					Check Total:	1,321.05
26574	10/28/2024	Water Enterprise Fund	Accounts Payable	JENNA SHELTON		153.12
26574	10/28/2024	Sewer Enterprise Fund	Accounts Payable	JENNA SHELTON		2.29
26574	10/28/2024	Sanitation Enterprise Fund	Accounts Payable	JENNA SHELTON		1.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						156.95 -
26575	10/28/2024	Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.		2,132.56
Check Total:						2,132.56 -
26576	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		352.22
26576	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		209.04
26576	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		1,033.99
26576	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		337.08
26576	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		386.01
Check Total:						2,318.34 -
26577	10/28/2024	General Fund	Travel/Conferences/Meetings	JANA SOUSA		322.00
Check Total:						322.00 -
26578	10/28/2024	General Fund	Professional Services	STATE PRO BUILDERS INC.		3,663.84
26578	10/28/2024	Internal Service Fund	Professional Services	STATE PRO BUILDERS INC.		1,952.88
Check Total:						5,616.72 -
26579	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	SUNBELT RENTALS INC		112.44
Check Total:						112.44 -
26580	10/28/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,714.01
26580	10/28/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,319.12
26580	10/28/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		920.35
26580	10/28/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		950.25
Check Total:						4,903.73 -
26581	10/28/2024	General Fund	Community Center Deposits	LINDA TABELLIJA		210.00
26581	10/28/2024	General Fund	Community Center Deposits	LINDA TABELLIJA		350.00
26581	10/28/2024	General Fund	Community Center Deposits	LINDA TABELLIJA		210.00
Check Total:						770.00 -
26582	10/28/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		3,843.53
26582	10/28/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		11,783.31
26582	10/28/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		3,059.26
26582	10/28/2024	Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		1,985.32
Check Total:						20,671.42 -
26583	10/28/2024	Water Enterprise Fund	Professional Services	TESCO CONTROLS, INC.		787.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						787.50
26584	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	THE SIGN GUYS		137.92
Check Total:						137.92
26585	10/28/2024	Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
Check Total:						33.00
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		25.41
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		327.60
26586	10/28/2024	General Fund	Operations & Maintenance	UBEO WEST LLC		33.29
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		345.46
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		34.09
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		25.41
26586	10/28/2024	General Fund	Operations & Maintenance	UBEO WEST LLC		287.41
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		46.15
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		32.00
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		523.13
26586	10/28/2024	General Fund	Operations & Maintenance	UBEO WEST LLC		370.81
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		27.57
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		174.64
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		348.00
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		35.13
26586	10/28/2024	General Fund	Operations & Maintenance	UBEO WEST LLC		515.55
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		175.01
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		394.30
26586	10/28/2024	General Fund	Operations & Maintenance	UBEO WEST LLC		994.19
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		279.59
26586	10/28/2024	General Fund	Operations & Maintenance	UBEO WEST LLC		204.07
26586	10/28/2024	Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		125.68
26586	10/28/2024	Water Enterprise Fund	Operations & Maintenance	UBEO WEST LLC		227.26
26586	10/28/2024	Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		125.68
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		327.57
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		25.38
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		25.39
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		345.43
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		34.07
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		31.98
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		46.13
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		523.10
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		35.11
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		174.61
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		27.55

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		347.97
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		174.98
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		394.27
26586	10/28/2024	General Fund	Rents & Leases	UBEO WEST LLC		279.56
26586	10/28/2024	Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		125.67
26586	10/28/2024	Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		125.67
Check Total:						8,721.87
26587	10/28/2024	General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		156.94
Check Total:						156.94
26588	10/28/2024	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
Check Total:						1,000.00
26589	10/28/2024	General Fund	Communications	VERIZON WIRELESS		342.09
26589	10/28/2024	General Fund	Communications	VERIZON WIRELESS		760.20
26589	10/28/2024	General Fund	Communications	VERIZON WIRELESS		38.01
26589	10/28/2024	General Fund	Communications	VERIZON WIRELESS		51.69
26589	10/28/2024	Water Enterprise Fund	Communications	VERIZON WIRELESS		128.13
26589	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.03
26589	10/28/2024	Sewer Enterprise Fund	Communications	VERIZON WIRELESS		52.07
26589	10/28/2024	Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
26589	10/28/2024	Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
26589	10/28/2024	Internal Service Fund	Utilities	VERIZON WIRELESS		80.02
Check Total:						1,570.26
26590	10/28/2024	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,342.41
Check Total:						1,342.41
26591	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	VISTA PAINT CORPORATION		37.88
Check Total:						37.88
26592	10/28/2024	Employee Benefits Fund	Health Reimbursements	RYAN WARD		729.79
Check Total:						729.79
26593	10/28/2024	Sewer Enterprise Fund	Special Departmental Expense	WARD ENTERPRISES		142.68
Check Total:						142.68
26594	10/28/2024	Water Fund Capital Replacement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		169.76
26594	10/28/2024	General Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		118.12
26594	10/28/2024	Water Fund Capital Replacement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		57.14
26594	10/28/2024	Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		0.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26594	10/28/2024	Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		73.82
26594	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		157.56
26594	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		27.70
26594	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		15.09
26594	10/28/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		17.70
26594	10/28/2024	Water Fund Capital Replacement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		96.37
Check Total:						734.19
26595	10/28/2024	Water Enterprise Fund	Accounts Payable	NORMAN WILLIAMS		6.65
26595	10/28/2024	Sewer Enterprise Fund	Accounts Payable	NORMAN WILLIAMS		9.16
26595	10/28/2024	Sanitation Enterprise Fund	Accounts Payable	NORMAN WILLIAMS		6.16
Check Total:						21.97
26596	10/28/2024	General Fund	Special Departmental Expense	WINTON HARDWARE		22.60
26596	10/28/2024	General Fund	Special Departmental Expense	WINTON HARDWARE		79.27
26596	10/28/2024	Sewer Enterprise Fund	Small Tools	WINTON HARDWARE		64.63
Check Total:						166.50
26597	10/28/2024	General Fund	Special Departmental Expense	WORK WELLNESS		138.00
Check Total:						138.00
26598	10/28/2024	General Fund	Community Center Deposits	CARRIE XIONG		350.00
Check Total:						350.00
Report Total:						832,470.48



CITY OF ATWATER

PLANNING COMMISSION

ACTION MINUTES

August 21, 2024

REGULAR SESSION: (Council Chambers)

The Planning Commission of the City of Atwater met in Regular Session this date at 6:00 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California;

INVOCATION:

Invocation by Chaplain McClellan

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Chair Borgwardt

ROLL CALL:

Present: *Planning Commission Members Kadach, Mokha, Sanchez-Garcia, and Chair Borgwardt.*

Absent: *Planning Commission Member Sanders*

Staff Present: *Battalion Chief Lopes, Building Permit Technician Ruiz (Translator) Chief Salvador, City Engineer Seymour, Deputy City Manager Thompson, Lieutenant Novetzke, Recording Secretary Rashad .*

SUBSEQUENT NEED ITEMS:

None

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

MOTION: Planning Commission Member Kadach moved to approve the agenda. The motion was seconded by Planning Commission Member Sanchez-Garcia and the vote was: Ayes: Planning Commission Members Mokha, Kadach, Sanchez-Garcia and Borgwardt; Noes: None; Absent: Planning Commission Member Sanders. The motion passed.

APPROVAL OF MINUTES:

a) July 17, 2024 – Regular Meeting

MOTION: Planning Commission Member Kadach moved to approve the agenda. The motion was seconded by Planning Commission Member Mokha and the vote was: Ayes: Planning Commission Members Mokha, Kadach, Sanchez-Garcia and Borgwardt; Noes: None; Absent: Planning Commission Member Sanders. The motion passed.

PETITIONS AND COMMUNICATIONS:

Public hearing to consider approving a request from Old Town Atwater for a Fall Festival and Car Show on September 21, 2024, from 6:00am-5:00pm with temporary road closures.

Deputy City Manager Thompson provided background on this project.

Chair Borgwardt opened the public hearing.

Applicant Adam Reed spoke on the project.

No one else came forward to speak.

Chair Borgwardt closed the public hearing.

MOTION: Planning Commission Member Kadach moved to approve the request from Old Town Atwater for a Fall Festival and Car Show on September 21, 2024, from 6:00am-5:00pm with temporary road closures. The motion was seconded by Planning Commission Member Mokha and the vote was: Ayes: Planning Commission Members Mokha, Kadach, Sanchez-Garcia and Borgwardt; Noes: None; Absent: Planning Commission Member Sanders. The motion passed.

PUBLIC HEARINGS:

Public Hearing to recommend that the City Council of the City of Atwater adopt an Initial Study and Mitigated Negative Declaration in accordance with California Environmental Quality Act (CEQA) for the project; and approve Vesting Tentative Subdivision Map No.

22-23-0100 for a site located East of Buhach Rd and immediately North and adjacent to Meadow View Estates No. 1, Atwater (APN 005-070-052).

(Applicant: Silver Creek Crossing, LLC)

Deputy City Manager Thompson provided background on this project.

Chair Borgwardt opened the public hearing.

Jim Price came forward to speak.

Applicant Ramson Piro spoke on his project.

No one else came forward to speak.

Chair Borgwardt closed the public hearing.

MOTION: Planning Commission Member Mokha moved to Adopt Resolution No. 0216-22 recommending that the City Council of the City of Atwater adopt an Initial Study and Mitigated Negative Declaration in accordance with California Environmental Quality Act (CEQA) for the project; and approve Vesting Tentative Subdivision Map No. 22-23-0100 for a site located East of Buhach Rd and immediately North and adjacent to Meadow View Estates No. 1, Atwater (APN 005-070-052). The motion was seconded by Planning Commission Member Sanchez-Garcia, and the vote was: Ayes: Planning Commission Members Kadach, Mokha, Sanchez-Garcia, and Borgwardt; Noes: None; Absent: Planning Commission Member Sanders. The motion passed.

Public Hearing to consider adopting a resolution approving Conditional Use Permit No. 24-17-0100 and Site Plan No. 24-17-0200, for a mobile food vendor located at 860 Applegate Rd, Atwater (APN 003-170-028).

(Applicant: Carlos Maciel)

Deputy City Manager Thompson provided background on this project.

Chair Borgwardt opened the public hearing.

Jim Price came forward to speak regarding traffic concerns.

Applicant Carlos Maciel spoke on his project.

No one else came forward to speak.

Chair Borgwardt closed the public hearing.

MOTION: Planning Commission Member Mokha moved to Adopt Resolution No. 0250-24 approving Conditional Use Permit No. 24-17-0100 and Site Plan No. 24-17-0200, for a mobile food vendor located at 860 Applegate Rd, Atwater (APN 003-170-028). The motion was seconded by Planning Commission Member Sanchez-Garcia, and the vote was: Ayes: Planning Commission Members Kadach, Mokha, Sanchez-Garcia, and Borgwardt; Noes: None; Absent: Planning Commission Member Sanders. The motion passed.

Public Hearing to consider adopting a resolution approving Conditional Use Permit No. 24-19-0100 and Site Plan No. 24-19-0200, for a mobile food vendor located at 1100 Shaffer Rd, Atwater (APN 004-110-005).

(Applicant: Vicente Lupian-Manzo)

Deputy City Manager Thompson provided background on this project and let the applicant know that when Phase 2 of the Shannon's Mini Mart begins construction, that the site will need to be re-evaluated including this mobile food vendor business.

Chair Borgwardt opened the public hearing.

Applicant Vicente Lupian-Manzo spoke on his project.

No one else came forward to speak.

Chair Borgwardt closed the public hearing.

MOTION: Planning Commission Member Mokha moved to Adopt Resolution No. 0252-24 approving Conditional Use Permit No. 24-19-0100 and Site Plan No. 24-19-0200, for a mobile food vendor located at 1100 Shaffer Rd, Atwater (APN 004-110-005). The motion was seconded by Planning Commission Member Kadach, and the vote was: Ayes: Planning Commission Members Kadach, Mokha, Sanchez-Garcia, and Borgwardt; Noes: None; Absent: Planning Commission Member Sanders. The motion passed.

Public Hearing to consider adopting a resolution recommending that the City Council of the City of Atwater approve Preferred Alternative Alignment No. 3 for the Bellevue Rehabilitation/Realignment Project.

City Engineer Seymour provided background on this project.

Chair Borgwardt opened the public hearing.

No one came forward to speak.

Chair Borgwardt closed the public hearing.

MOTION: Planning Commission Member Sanchez-Garcia moved to Adopt Resolution No. 0253-24 recommending that the City Council of the City of Atwater approve Preferred Alternative Alignment No. 3 for the Bellevue Rehabilitation/Realignment Project. The motion was seconded by Planning Commission Member Mokha, and the vote was: Ayes: Planning Commission Members Kadach, Mokha, Sanchez-Garcia, and Borgwardt; Noes: None; Absent: Planning Commission Member Sanders. The motion passed.

Public Hearing to consider adopting a resolution approving Time Extension Request No. 24-21-0100 regarding previously approved Conditional Use Permit No. 21-11-0100 and Site Plan No. 21-11-0200 for a mini storage facility located at APN: 001-146-013 & 017 West of 1619 Sycamore Avenue.

(Applicant: Jatinder Randhawa)

Deputy City Manager Thompson provided background on this project.

Chair Borgwardt opened the public hearing.

No one came forward to speak.

Chair Borgwardt closed the public hearing.

MOTION: Planning Commission Member Kadach moved to Adopt Resolution No. 0254-24 approving Time Extension Request No. 24-21-0100 regarding previously approved Conditional Use Permit No. 21-11-0100 and Site Plan No. 21-11-0200 for a mini storage facility located at APN: 001-146-013 & 017 West of 1619 Sycamore Avenue. The motion was seconded by Planning Commission Member Sanchez-Garcia, and the vote was: Ayes: Planning Commission Members Kadach, Mokha, Sanchez-Garcia, and Borgwardt; Noes: None; Absent: Planning Commission Member Sanders. The motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Deputy City Manager / Community Development Director Updates.

Deputy City Manager Thompson provided a brief update on Economic Development.

COMMENTS FROM THE PUBLIC:

Chair Borgwardt opened the public comment.

Notice to the public was read.

No one came forward to speak.

Chair Borgwardt closed the public comment.

COMMISSIONER MATTERS:

None

ADJOURNMENT:

Chair Borgwardt adjourned the meeting at 7:11 PM.


Don Borgwardt, Chair

By: Kayla Rashad
Recording Secretary



CITY OF ATWATER

CITY COUNCIL ACTION MINUTES

October 14, 2024

REGULAR SESSION: (Council Chambers)

The City Council of the City of Atwater met in Regular Session this date at 6:00 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Nelson presiding.

INVOCATION:

The Invocation was led by Bill Mooneyham.

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by City Council Member Tyler Button.

ROLL CALL: (City Council)

Present: City Council Members Ambriz, Button, Mayor Nelson
Absent: Mayor Pro Tem Raymond
Staff Present: City Manager Hoem, City Attorney Splendorio, Deputy City Manager Thompson, Police Chief Salvador, Lieutenant Novetzke, Battalion Chief Ayuso, Finance Director Nicholas, Public Works Director Vinson, City Clerk Billings, Assistant City Clerk Martin

SUBSEQUENT NEED ITEMS: None

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

MOTION: *City Council member Button moved to approve the agenda as posted. The motion was seconded by City Council Member Ambriz and the vote was: Ayes: Cale, Ambriz, Button, Nelson; Noes: None; Absent: Raymond. The motion passed.*

CONSENT CALENDAR:

Mayor Nelson opened public comment regarding items on the Consent Calendar.

No one came forward to speak.

Mayor Nelson closed the public comment.

MOTION: *City Council Member Cale moved to approve the Consent Calendar as posted. The motion was seconded by City Council Member Button and the vote was: Ayes: Cale, Ambriz, Button, Nelson; Noes: None; Absent: Raymond. The motion passed.*

WARRANTS:

1. October 14, 2024

ACTION: *Approval of warrants as listed.*

MINUTES: (City Council)

2. September 23, 2024 – Regular meeting

ACTION: *Approval of minutes as listed.*

AGREEMENTS:

3. Approving Amendment No. 4 to the Professional Services Agreement with RSG, Inc. for the preparation of Development Impact Fee annual reports pursuant to the requirements of Assembly Bill 1600 (AB 1600) and the Mitigation Fee Act (Deputy City Manager/Community Development Director Thompson)

ACTION: *Adoption of Resolution No. 3492-24, approving Amendment No. 4 to the Professional Services Agreement in a form approved by the City Attorney, with RSG, Inc of Vista, California for the preparation of the Development Impact Fee reporting requirements, in a total contract amount not to exceed \$80,530, after the approved contract amendment of \$29,820; and authorizes and directs the City Manager, or his designee, to execute the Agreement on behalf of the City.*

4. Awarding a Professional Services Agreement to Willdan Financial Services for Comprehensive User Fee Study, Development Impact Fee Study & Full Cost

Allocation Plan (Finance Director Nicholas)

ACTION: Adoption of Resolution No. 3493-24 approving the award of a Professional Services Agreement, in a form approved by the City Attorney, to Willdan Financial Services to conduct and complete a Comprehensive User Fee Study, Development Impact Fee Study, & Full Cost Allocation Plan in an amount not to exceed \$102,625; and authorizes and directs the City Manager, or his designee, to execute said agreement on behalf of the City.

RESOLUTIONS:

5. Acknowledging Receipt of 2024 Annual City of Atwater Fire Inspection SB1205 Compliance Report (CAL FIRE Battalion Chief Ayuso)

ACTION: Adoption of Resolution No. 3494-24 acknowledging receipt of 2024 annual City of Atwater Fire Inspection Compliance Report as mandated by California Senate Bill 1205.

6. Resolution in Support of Proposition 36: The Homelessness, Drug Addiction, and Theft Reduction Act (City Manager Hoem)

ACTION: Adoption of Resolution No. 3495-24 supporting Proposition 36, The Homelessness, Drug Addiction, and Theft Reduction Act.

PUBLIC HEARINGS:

Resolution Adopting an Initial Study and Mitigated Negative Declaration in Accordance with California Environmental Quality Act (CEQA) for the Project; and Approve Vesting Tentative Subdivision Map No. 22-23-0100 for a Site Located East of Buhach Road and Immediately North and Adjacent to Meadow View Estates No. 1, Atwater, California (APN 005-070-023); and Approve Planned Development Final Development Plan No. 24-25-0100 (Deputy City Manager/Community Development Director Thompson)

Deputy City Manager/Community Development Director Thompson provided background information on this item.

Mayor Nelson opened the public hearing regarding this item.

No one came forward to speak.

Mayor Nelson closed the public hearing.

MOTION: City Council Member Button moved adopt Resolution No. 3496-24 adopting an Initial Study and Mitigated Negative Declaration for the Project in accordance with California Environmental Quality Act (CEQA) Guideline Section 15073; and approve Vesting Tentative Subdivision Map No. 22-23-0100, and

approve Planned Development Final Development Plan No. 24-25-0100 for a site located East of Buhach Rd and immediately North and adjacent to Meadow View Estates No. 1, Atwater, California (APN: 005-070-052). The motion was seconded by City Council Member Ambriz and the vote was: Ayes: Cale, Ambriz, Button, Nelson; Noes: None; Absent: Raymond. The motion passed.

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

Mayor Nelson clarified that under the Brown Act, members of the public are entitled to directly address the City Council and are not entitled to address their comments to other members of the public or to staff.

Mayor Nelson opened public comment.

No one came forward to speak.

Mayor Nelson closed the public comment.

CITY COUNCIL REPORTS/UPDATES:

City Council comments

City Council Member Cale asked that everyone drive safely during Halloween and spoke regarding the Economic Development Summit.

City Council Member Ambriz wished everyone a great evening.

City Council Member Button thanked Atwater High School for including the City Council in the Coin Toss for the Bloss Bowl.

Mayor Nelson thanked City staff for the success of the Economic Development Summit and spoke regarding the loss of a former City Manager, Tom Smith.

CITY MANAGER REPORTS/UPDATES:

Updates from the Office of the City Manager

City Manager Hoem reported the following:

- ***Grand Opening – New Business***
- ***Fall Clean up – October 19, 2024 Location – 2877 Atwater Blvd.***
- ***Trunk or Treat – Atwater Police Department starts at 6PM.***

ADJOURNMENT:

Mayor Nelson adjourned the meeting at 6:13 PM.

APPROVED:

MIKE NELSON
MAYOR

ATTEST:

JANELL MARTIN
ASSISTANT CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: October 28, 2024
TO: Mayor and City Council
FROM: Michael Salvador, Police Chief
PREPARED BY: Michael Salvador, Police Chief
SUBJECT: **Approve a General Services Agreement with All Environmental Services, LLC. for On-Call Clean Up Services** (Police Chief Salvador)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3497-24 awarding a General Service Agreement, in a form approved by the City Attorney, to All Environmental Services LLC, Livingston, CA for on-call clean up services, for an amount not to exceed \$20,000; and to authorize and direct the City Manager to execute the Agreement on behalf of the City.

I. BACKGROUND/ANALYSIS:

In response to an identified need to mitigate the effects of unlawful encampments on public lands and to improve public safety, staff was directed to proceed with a Request for Proposals (RFP) for on-call encampment and hazardous material cleanup services. Staff prepared the RFP, and notifications were routed to local companies, posted to the City website, and advertised in the local newspaper. On October 3, 2024, the City received one (1) proposal to the RFP (Exhibit "A") from All Environmental Services llc. based in Livingston, CA.

The proposal was reviewed and met the provisions outlined in the RFP. Staff is recommending that the City accepts the proposal and enters into a General Services agreement, in a form approved by the City Attorney, with All Environmental Services LLC to provide the Police and Public Works Departments with on-call homeless encampment and hazardous material clean up services. These services will be provided on public lands only. Staff is recommending an initial contract limit of \$20,000. Initial funding, if needed, will come from the Police Department's professional services budget.

II. FISCAL IMPACTS:

Sufficient funding for this is available in the Fiscal Year 2024-25 Budget; Public Safety Transactions and Use Tax Fund Professional Services Account No. 0004.XXXX.XXXX. (new account creation upon approval). This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This item is consistent with goal numbers one (1) and two (2) of the City's 2020-2025 Strategic Plan: to ensure the City's continued financial stability and to improve public safety, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This has been routed and reviewed by all relevant departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is considered an exempt activity under provision of the California Environmental Quality Act (CEQA) under Section 15301 "existing facilities" therefore not subject to further analysis. Further, any other necessary or required environmental review will occur prior to any specific project approval.

IX. STEPS FOLLOWING APPROVAL:

Upon approval of City Council approval, the City Manager will execute the Agreement request.

Submitted by:



Michael Salvador, Police Chief

Approved by:



Chris Hoem, City Manager

Attachments:

1. Exhibit A: REQUEST FOR PROPOSAL (RFP) Clean up Services (City of Atwater)
2. Exhibit B All Enviromental Services Response_Redacted
3. Resolution General Services Agreement

CITY OF ATWATER, CA
REQUEST FOR PROPOSAL (RFP)
FOR
ON-CALL CLEANUP SERVICES



**PROPOSALS MAY BE MAILED OR DELIVERED IN
PERSON TO THE CITY OF ATWATER**

Attn: 1160 Fifth Street, Atwater, CA 95301

RFP RELEASE DATE: August 28, 2024

**PROPOSALS MUST BE RECEIVED BY 2:00 P.M. on
October 3, 2024**

I. GENERAL CONDITIONS

- 1. General Information** - The City Clerk of the City of Atwater, California, will receive proposal responses at its office located at **1160 Fifth Street, Atwater, CA 95301** until **October 3, 2024 until 2:00 PM**. Questions relating to specifications or technical questions must be submitted via email to Michael Salvador at msalvador@Atwater.org. Contractors are NOT to pursue City staff by telephone or in person.
- 2. Form of Proposal** - The proposal shall be made on the attached proposal forms. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Proposals shall be made only on the designated form, properly executed, and enclosed in a sealed envelope bearing the name of the vendor, the proposal number, due date, and proposal title, **and DIR #**. Forms are available and may be secured by prospective vendors at the Department of City Clerk at **1160 Fifth Street, Atwater, CA 95301**. Proposals shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal. Proposals are to be verified before submission as they cannot be corrected or altered or signed after proposals are opened.
- 3. Interpretation of Proposals** - Should a vendor find discrepancies in, or omissions from the specifications, or should vendor be in doubt as to their true meaning, vendor shall submit a formal request to the Police Department for an interpretation thereof **no later than September 12th, 2024 at 4pm** the attention of Michael Salvador at msalvador@Atwater.org. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of or change in the proposed documents will be made only by an addendum published on the City's website and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
- 4. Addenda** - Any addenda issued by the City during the time of request for proposals shall be covered in the proposal and shall be made a part of the contract.
- 5. Proposal Opening** – Proposals shall be delivered to the City Clerk Department of the City of Atwater located at **1160 Fifth Street, Atwater, CA 95301** on or before the day and hour set for the opening of proposals. A vendor may withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. Proposals are to be opened on **October 3rd, 2024, at 4:00pm** at the City of Atwater City Council Room 750 Bellevue Rd. Atwater, CA 95301.
- 6. Late proposals** - Any proposals received after the scheduled time of opening will be clocked in but will not be opened or considered.
- 7. Award or Rejection** - The proposal will be awarded to the vendor offering the best value to the City, (See section 11. **Contractor Selection Criteria**- of this RFP for details) and will be announced by way of publishing to the City's website ([Proposal Documents](#)).
- 8. Insurance Requirements**- Proposers acknowledge the City's insurance requirements as detailed in Exhibit "D" of Attachment "B". Exceptions to City insurance requirements will not be made. **Any Proposer unable to meet the insurance requirements at the time of the Proposal Due date, as detailed, shall not be eligible for selection or award of contract.**

9. Surety Bonds – Contractor is required to provide the following surety bonds from an admitted and authorized surety in California.

- Performance Bond
- Payment Bond

10. Prevailing Wage - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California. **It shall be required that the contractor's DIR# be written on the sealed proposal package for verification purposes. If no DIR# is stated, the submitted proposal package will not be reviewed.**

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation, and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email jmartin@atwater.org. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

11. Contractor Selection Criteria- The City will be awarding this contract using a "Best Value" methodology including evaluation of price, and responses to technical questions including review of references, "Attachment A". Points will be awarded based on the following categories:

- **Attachment A. 50 points: Qualifications, Experience, References, Response Time** (Based upon "Attachment A- Response to Technical Questions" including review of references)
- **Part B. 50 points: On-Call Clean-up/Abatement Service Costs** (Based upon Grand Total Unit Measurement Rates for Services Worksheet)

The City will first evaluate, and rank proposals based on the Attachment A. **50-point selection criteria for Qualifications, Experience, References and Response Time.**

15 points	Previous experience in providing a superior level of On-Call Cleanup Services at like-sized public agencies.
10 points	Reference assessments of work quality, performance and working relationships by current and former clients that indicate high levels of satisfaction and effectiveness in completing cleanups.
15 points	Qualifications of staff and equipment to be provided for On-Call Services at all work sites.
10 points	Response time of Cleanup services from date of issued Work order. In addition, a well-organized communication system and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

Secondly, the City will evaluate the cost proposals to ensure the lowest costs to the City. All the **Total unit measurement prices** will be added together to come up with a Grand Total Cost. The cost proposal with the lowest Grand Total Cost will receive the full 50 points. The remaining cost proposals receive points based on a comparison of their Grand Total Cost to the lowest contractor's Grand Total Cost.

The winning proposal will be selected based on the highest combined points from both Attachment A and Part B as described above.

12. Key Dates and Information

RFP Release Date:	August 28, 2024
Title:	On-Call Cleanup Services
Deadline for written questions/clarifications:	September 12, 2024 at 4:00 p.m. Send to:msalvador@atwater.org
Response to Written Questions:	September 19, 2024, at 4:00 p.m.
Proposal Due Date and Time:	October 3rd , 2024, by 2:00 p.m.
Submittal:	One original RFP, with ink signatures, and 3 copies of the original RFP must be sealed and must clearly display the Proposer's business name, Proposal No. and DIR #.
Contract Manager:	Michael Salvador Chief of Police
Email Address:	<u>msalvador@atwater.org</u>
RFP Submittal and Proposal Opening:	City of Atwater 1160 Fifth Street, Atwater, CA 95301

II. Specifications

Project Description

The purpose of this Request for Proposal (RFP) is to acquire a contractor who can provide turnkey site cleanup and support services resulting in a safe and clean site by removing all debris, biohazardous materials and waste material. All work will be conducted as needed Monday-Friday, 7am-4pm excluding holidays. The services required are on an on-call basis but would be scheduled with **at least 24 hours** of notice. The City anticipates cleanups to occur weekly, however, this may increase or decrease based on the City's needs. The successful Contractor will be expected to enter into the City's standard professional services agreement included as an attachment to this solicitation as well as all insurance and bond requirements.

General Specifications

1. **PAYMENTS & INVOICING:** Shall be net 30, or within 15 days if terms include discount. With the request for payment each month, invoice must reference P.O. number and location of work with a description of service. Invoices are to be emailed to bpitts@Atwaterca.gov or other City designee.
2. **CONTRACT LENGTH & EFFECTIVE DATES:** This contract will be effective for three (3) years from **October 15, 2024, through June 30, 2027**. Upon successful review and at the sole discretion of the City of Atwater's representative, the vendor may be given the option to renew the contract for a period not to exceed two (2) additional years, **July 1, 2027 through June 30, 2029**.
3. As directed by the City, provide turnkey site cleanup on public property resulting in a safe and clean site by removing all debris, including but not limited to the following: biohazardous materials, green waste, general refuse and other waste material.
4. Sites may contain a variety of materials such as: biohazardous materials, garbage, general debris, human waste, constructed temporary shelters, and other items associated with transient occupancy.
5. Sites will be identified individually. The City will make an effort, when possible, to cluster several sites. Sites may include locations under structures e.g., bridges, open areas, vegetated ground cover, parks, on roadside rights-of-way, and stormwater facilities. If needed, Contractor shall be equipped to provide confined space entry; site locations may occasionally require confined space entry cleanup. The Contractor will be required to coordinate all necessary permits as required.
6. Site supervisor and worker(s) must be trained and certified in handling and disposing of hazardous materials. Provide copies of any applicable training records, certifications, and licenses required to perform this work.
7. City shall attempt to ensure all sites have been evacuated prior to Abatement but some sites may be occupied while contractor is conducting work.
8. The contract will be based on time and materials. Documentation of employee hours, sub-consultant costs, equipment, hazardous material disposal costs, shall be provided to the City.
9. Prevailing wages must be paid to those individuals working on this Project. Certified Payroll documentation is required to be submitted to the Department of Labor.
10. A City Business License is required prior to performing work within the City.
11. Contractor will be required to maintain insurances in effect as required by the City, details of which are contained in the sample agreement attached to this RFP.

Scope of work:

1. Contractor will participate in site assessment meetings to determine the work order for a specific site clean-up project.
2. Cleanup duties shall include surveying sites, setting up traffic control if needed per California MUTCD standards, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and State approved handling and disposal of all hazardous material.
3. **Non-Hazardous Waste Disposal:** All non-hazardous materials such as green waste and general debris shall be disposed at the County landfill no more than 20 miles from all cleanup locations. **The contractor shall give consideration in pricing to the City for providing a disposal site of all non-hazardous materials.**
4. **Hazardous Waste Disposal:** Contractor shall dispose of all hazardous materials at a Merced County approved hazardous waste disposal site licensed for handling and disposing of such hazardous debris in accordance with all local, State and Federal laws. Disposal receipts must be returned to the City as proof of proper disposal.
5. Contractor shall supply all labor, material, tools, protective clothing, gear, and equipment that is necessary to perform the work including, removal, transport, and disposal of the waste materials and leave a clean site.
6. Contractor shall provide all bags and tags and identify and tag certain items as "personal property". Such items include but are not limited to items in good clean condition such as tents, backpacks, medication, eyeglasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clothing. The Contractor will transport identified property for storage to a site designated and approved by City. Contractor will also be responsible for posting notice at each cleanup indicating contact information for reclaiming personal property.
7. Contractor shall coordinate with the City on a site-by-site basis to determine the work order and cost for each cleanup. The work order will establish the site, start date, estimated timeframe of the work, staging areas, traffic control (if required), and the name of the onsite representative.
8. Contractor shall provide all supervision and management of crews and subcontractors and ensure all necessary safety procedures are followed.
9. Contractor shall photograph posted notices and the condition of the site prior to work and after work is completed.
10. Contractor shall photograph the site before and after cleaning and provide an electronic copy of each photograph to the City.
11. Contractor shall notify the City when the work is complete and provide a cleanup report for each site, including total cubic yards of debris removed.
12. Contractor shall notify the City's designated representative if an adjacent site is discovered in the general area during a project to obtain authorization prior to proceeding with any additional work that was not identified in the original work order scope.
13. Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.
14. Contractor shall trim shrubs and vegetation, as requested by the City.
15. Contractor shall immediately contact the Atwater Police Department if a weapon, illegal contraband, or evidence of criminal activity is found.
16. Contractor shall always perform work in a timely and efficient manner and in a courteous and business-like manner.
17. Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.
18. Contractor shall comply with the Local, State, and Federal National Pollutant Discharge Elimination System (NPDES) regulations at all times while providing cleaning services for the City.

19. The contractor shall apply Best Management Practices (BMPs) for all pollution prevention of the discharge of human waste and other biohazards, cleaning agents, waste, trash, debris, and other pollutants to the storm drain and receiving waters.
20. All material, parts, equipment, and chemicals used or furnished pursuant to the specifications of this contract shall be in compliance with the laws and regulations of the City of Atwater, the State of California, and OSHA. The contractor shall provide to the City all Safety Data Sheets and certifications and evidence of such compliance. Use of all chemicals and other supplies shall be approved by the City prior to their use.
21. The contractor will be responsible for all damages to the City's facilities, their contents, or other City-owned improvements, caused by the contractor, its staff, or its subcontractors during the performance of their duties. The contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.
22. Contractor shall provide a report for each site cleared which will include
 - a. Date(s) of service.
 - b. Methods used to clear the site.
 - c. Staffing levels used.
 - d. Total hours on site.
 - e. Cubic yards of debris removed.
 - f. General observations of the site and the work.
 - g. Notations of any issues encountered in conducting the work, whether internally or externally caused.
 - h. Photographs of all cleanup site before and after work is performed.

City Responsibilities

1. City of Atwater will identify clean-up sites.
2. Provide a City representative to serve as a point of contact for reviewing work orders, authorizing work, addressing issues and questions that may arise.
3. City representative will arrange for a site assessment meeting with the Contractor for each specific site identified for cleanup by the City to determine the scope of work and the cost for each location.
4. Once the City receives a site-specific cost proposal that is acceptable to the City, a work order shall be issued to the Contractor. Contractor will have 24 hours from issued work order to commence site clean-up.
5. City will obtain any required permits related to working within or around watercourse as it pertains to camp abatement. Additionally, the City will inform the Contractor of any regulations or mitigation measures that must be followed per permit(s) requirements, including but not limited to, any permits required by the California Regional Water Quality Control Board, U.S. Army Corp of Engineers or California Department of Fish and Wildlife.
6. If needed, Atwater Police will assist with vacating the sites but may not always be present at the clean-up site while work is being completed.

Safety and Training

1. Safety and appropriate training/licensing are critical requirements for the selected Contractor.
2. Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the City, Contra Costa County, State of California and the Federal Government of the United States.
3. Work may be performed in inclement weather. Jobsites can be in heavy foliage, steep embankments, next to highways or roads, and other areas requiring alertness to the

environment and pre-planning to prevent injury or illness. Contractor shall perform a hazard assessment and provide all training and supplies necessary.

4. Contractor staff shall be properly trained to safely operate any heavy equipment required to complete the clean-up work, including trash compactors, Skid Steer loaders, Front End Loaders, Backhoes or other ground moving equipment.
5. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the California Department of Industrial Relations. The Contractor shall provide all safety equipment, materials, and will supply training as required. The Contractor shall provide its employees with appropriate safety apparel. This apparel shall include but not be limited to hardhats, safety glasses, vest, gloves, coveralls, face coverings, and leather (or adequately puncture resistant) boots.
6. Contractor shall follow California Department of Industrial Relations' Bloodborne Pathogen Standard §5193. Additionally, employees must be trained with precautions regarding West Nile virus, hantavirus, histoplasmosis and other possible environmental threats posed from cleanup activities.
7. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed.
The Contractor will dispose of this waste material and syringes by appropriate means in accordance with local, regional, state and federal laws.
8. Contractor shall provide copies of any training records and licenses required by the City, County, State, Federal government, and OSHA upon request.

CITY OF ATWATER
On-Call Services

The undersigned contractor declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to contractors. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. The submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills in the nature, extent, and inherent conditions of the work to be performed. The submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. The submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to perform the maintenance services adequately and safely with respect to such hazards.

Does the proposal conform to all requirements listed in this document and drawings? _____
If NO, explain non-conforming specifications in detail on a separate sheet.

Terms or Cash Discount (if other than net 30 days)_____

Company Name_____

Contact Name_____

Title_____

Address_____

City/State/Zip_____

Telephone_____FAX_____

Email Address_____

Contractor's License No._____Exp. Date_____

City of Atwater Business License No._____Exp. Date_____

Signature_____Date_____

Proposal must be in a sealed envelope with the Proposal number, closing date, and time on the outside envelope.

DELIVER PROPOSAL SUBMITTAL TO:

CITY OF ATWATER CITY CLERK
1160 Fifth St.
Atwater, CA 95301

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

On-Call Services Costs RFP Proposal Worksheet
(Awarded Up to 50 Points on Part B)

A. Unit Measurement Rates (UMR) for Services:

Proposal Item #	Description of Proposal Item	Unit of Measurement	FY 24/25	FY 25/26	FY 26/27	Optional: FY 27/28	Optional: FY 28/29	Comments
1.	Cleanup services	Hourly rate	\$	\$	\$	\$	\$	
2.	Overtime rate for Cleanup services	OT Hourly rate	\$	\$	\$	\$	\$	
3.	Labor rate for Biohazard Technician (if applicable)	Hourly rate	\$	\$	\$	\$	\$	
4.	Hourly rate for site clean-up equipment (truck and 6 cubic yard trailer minimum)	Hourly rate	\$	\$	\$	\$	\$	
5.	Site mobilization and demobilization	Per site	\$	\$	\$	\$	\$	
6.	Biohazard material disposal	Per 55-gallon drum	\$	\$	\$	\$	\$	
<u>Total</u>			\$	\$	\$	\$	\$	

Grand Total UMR (5 years): \$ _____

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

B. EQUIPMENT (not included as part of total proposal calculation):

Please enter the type of **specialty** equipment typically required to perform the work described in the Scope of Work. The following section will not be considered in the evaluation of award. However, Contractors will be required to honor the prices stated below during the term of any contract award as a result of this RFP.

Proposal Item #	Description of Equipment	Hourly Rates					Comments
		FY 24/25	FY 25/26	FY 26/27	Optional: FY 27/28	Optional: FY 28/29	
1.		\$	\$	\$	\$	\$	
2.		\$	\$	\$	\$	\$	
3.		\$	\$	\$	\$	\$	
4.		\$	\$	\$	\$	\$	
5.		\$	\$	\$	\$	\$	
6.		\$	\$	\$	\$	\$	
7.		\$	\$	\$	\$	\$	
8.		\$	\$	\$	\$	\$	
9.		\$	\$	\$	\$	\$	
10.		\$	\$	\$	\$	\$	
11.		\$	\$	\$	\$	\$	

NON-COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ATWATER
ON-CALL CLEANUP
SERVICES RFP

The contractor, by its officers and agents or representatives present at the time of filing this proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other proposer, or with any public officer of the CITY OF ATWATER whereby such affiant or affiants or either of them has paid or is to pay to such proposer or public officer any sum of money, or has given or is to give to such other proposer or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other proposer or proposers, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached proposals; that no proposal has been accepted from any subcontractor or supplier through any proposal depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any proposal from any subcontractor or supplier which is not processed through said proposal depository, or which prevent any subcontractor or supplier from proposals to any Contractor who does not use the facilities or accept proposals from or through such proposal depository; that no inducement of any form or character other than that which appears upon the face of the proposal will be suggested, offered, paid or delivered to any person of the contract, nor has this proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this proposal.

NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me by:

This_____day of_____, 20_____

Notary Public

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

Attachment “A”

RESPONSE TO TECHNICAL QUESTIONS FOR ON-CALL Cleanup Services 50 points

On a separate paper, please provide a brief narrative entitled, “**Attachment A- Response to Technical Questions for On-Call Cleanup Services RFP,**” which answers the questions in Sections 1 through 4 below (*Please include your company’s complete legal name on each page*).

Do not provide marketing materials in place of the requested narrative which answers the specific questions below. Up to 20 pages of marketing materials may be provided in addition to the requested narrative, but they cannot replace the requested narrative.

Section 1: Previous Experience in providing a superior level of service for cleanups to like-size public agencies. (Up to 15 Points).

1. How many years has your organization been in business providing services for Cleanups?
2. Describe your previous experience providing on-call Cleanup services to like-sized public agencies?
3. Describe management personnel's experience with accounts of similar size and scope, company structure and staff assigned to the resulting agreement.
4. State all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points)

1. List three (3) like-sized public agencies or private enterprise customers that you have provided ongoing Cleanup services to within the last three (3) years. Provide the following information for each contact:
 - a. Customer Name
 - b. Customer Contact Name
 - c. Phone Number
 - d. E-Mail Address
 - e. Number of years your firm has provided Cleanup services to Customer.
 - f. Names of facilities/locations where services have been provided.
 - g. Total contract amount for work performed.

THIS MUST BE INCLUDED USED WHEN SUBMITTING PROPOSAL

Section 3: Qualifications of Staff to be assigned to provide Cleanup Services at City of Atwater work sites. (Up to 15 points)

1. Attach an organizational chart for your company, or the local office that would service this contract.
2. List the following:
 - A. Total number of staff that will be assigned to City of Atwater On-Call cleanups.
 - B. Names and qualifications of key staff including years in the industry and with your firm.
 - C. Number of new hires in the last six months.
3. Briefly describe your employee training programs and requirements.
4. Describe and list all equipment that will be used to complete cleanups.

Section 4: Response time and well-organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. (Up to 10 points)

1. Will you be able to mobilize all necessary labor and equipment within 24 hours of receiving an approved work order to complete clean up services?
2. Describe the systems you use to assign, track, and evaluate work assignments performed by your employees.
3. Describe your existing customer service program, how you would monitor customer satisfaction and how you will resolve customer complaints. Describe your plan for quality control.
4. Describe your communication plan to ensure proper communication between your representative and the City's representative.
5. Describe in detail your Safety Program. For example, describe what training and or certification employees receive to handle and dispose of hazardous materials, work site safety, and traffic control training.

THIS MUST BE INCLUDED USED WHEN SUBMITTING PROPOSAL

Attachment “B”
CITY OF ATWATER
GENERAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 2024 by and between the City of Atwater, a public agency organized and operating under the laws of the State of California (“City”), and *****INSERT NAME*****, a *****INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***** with its principal place of business at *****INSERT ADDRESS***** (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

_____ (hereinafter referred to as “the Project”).

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Contractor shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.” **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

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

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

3. Additional Work.

If changes in the work seem merited by Contractor or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Contractor with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. [Insert Term or Time of Performance].

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

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

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

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

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care; Performance of Employees

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

b. Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1)

contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

(ii) To the extent Contractor has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Contractor shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Contractor shall require all Subcontractor to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit the Contractor's

indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

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

12. Indemnification.

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

b. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of

competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all Subcontractor to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

14. Safety.

Contractor shall execute and maintain their work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

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

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Merced.

18. Termination or Abandonment

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

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

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Contractor in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Contractor as a part of the Services or authorized Additional Services ("Contractor Work Product") shall belong to and be subject to the sole ownership and use of City.

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

c. During the course of the performance of this Agreement, Contractor may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Contractor agrees to treat such information as confidential information belonging to City. The contractor agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Contractor agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Contractor shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Contractor shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

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

22. Notice

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

CITY:

City of Atwater
1160 Fifth Street
Atwater, CA 95301
Attn: City Manager
Citymanager@atwater.org

CONTRACTOR :

***INSERT NAME, ADDRESS & CONTACT
PERSON***]

and shall be effective upon receipt thereof.

23. Third Party Rights

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

24. Equal Opportunity Employment.

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

25. Entire Agreement

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

26. Severability

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

27. Successors and Assigns

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

28. Non-Waiver

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

29. Time of Essence

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

30. City's Right to Employ Other Contractor s

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

31. Prohibited Interests

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

32. Federal Requirements [***INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***]

When funding for the services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

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

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

CITY OF ATWATER

CONTRACTOR

By: _____
Christopher Hoem, City Manager

By: _____
_____, _____

Date: _____

Date: _____

ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

EXHIBIT A

Scope of Services

EXHIBIT B

Schedule of Charges/Payments

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

EXHIBIT C

Activity Schedule

EXHIBIT D

Federal Requirements

[DELETE EXHIBIT IF NOT APPLICABLE]

EXHIBIT "D"

ADDITIONAL INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the 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 hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

 X Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

 X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

 Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000.00** combined single limit for bodily injury and property damage.

 Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

_____ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

_____ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

_____ Insurance appropriate to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

_____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's Pollution Legal Liability:

_____ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

_____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring

expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

☐ Bid Bond
☒ Performance Bond
☒ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

☒ **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

☐ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

☐ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

☐ **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

____ Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions (“SIR”):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the 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.

Attachment "C"

PAYMENT BOND

THIS PAGE MUST BE NOTARIZED

CITY OF ATWATER
On-Call Cleanup Services

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ATWATER, (hereinafter referred to as "City") and _____, (hereinafter referred to as "Principal") have entered into a Contract for the _____; and

WHEREAS, under the terms of said Contract, Principal is required to furnish a bond securing payment of the claims to which reference is made in Section 3248 of the Civil Code,

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States, being not less than one hundred percent (100%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over the Employment Development Department from the wages of employees of the Principal or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, the Surety will pay for the same and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will insure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns if any suit is brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Signatures on next page

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate body being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name

Title

*Note:
To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.*

(Surety)

(Address)

By _____
Signature

Print Name

Title

Attachment "C"

SAMPLE

PERFORMANCE BOND

THIS PAGE MUST BE NOTARIZED

CITY OF ATWATER On-Call Cleanup Services

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ATWATER, (hereinafter referred to as "City") has entered into a Contract with _____, (hereinafter referred to as "Principal"), for construction of the _____ (the "Contract"); and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond of faithful performance of the Contract.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the City, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification or addition.

Whenever Principal shall be and declared by the City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at City's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or
2. Reimburse the City for all costs the City incurs in completing the Contract, and in correcting, repairing, or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorney's fees and costs incurred by the City in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name

Title

*Note:
To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.*

(Surety)

(Address)

By _____
Signature

Print Name

Title

CITY OF ATWATER
On-Call Services

The undersigned contractor declares that it has carefully examined the locations of the proposed work, plans & specifications, special provisions and read the accompanying instructions to contractors. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. The submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills in the nature, extent, and inherent conditions of the work to be performed. The submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. The submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and adopt protective measures to perform the maintenance services adequately and safely with respect to such hazards.

Does the proposal conform to all requirements listed in this document and drawings?
If NO, explain non-conforming specifications in detail on a separate sheet.

Terms or Cash Discount (if other than net 30 days) NET 30 DAYS

Company Name ALL ENVIRONMENTAL SERVICES LLC

Contact Name BRANDON ESPINOZA

Title OWNER

Address 431 INDUSTRIAL DR

City/State/Zip LIVINGSTON, CA 95331

Telephone 209-648-8060 FAX N/A

Email Address BRANDON@ALL-ENVIRO.COM

Contractor's License No. 1044939 Exp. Date 9/30/26

City of Atwater Business License No. PENDING Exp. Date 6/30/25

Signature [Signature] Date 10/1/24

Proposal must be in a sealed envelope with the Proposal number, closing date, and time on the outside envelope.

DELIVER PROPOSAL SUBMITTAL TO:

CITY OF ATWATER CITY CLERK
1160 Fifth St.
Atwater, CA 95301

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

On-Call Services Costs RFP Proposal Worksheet (Awarded Up to 50 Points on Part B)

A. Unit Measurement Rates (UMR) for Services:

Proposal Item #	Description of Proposal Item	Unit of Measurement	FY 24/25	FY 25/26	FY 26/27	Optional: FY 27/28	Optional: FY 28/29	Comments
1.	Cleanup services	Hourly rate	\$ 125 ^{per employee}	\$ 135	\$ 135	\$ 135	\$ 135	
2.	Overtime rate for Cleanup services	OT Hourly rate	\$ 187.50 ^{per employee}	\$ 202.50	\$ 202.50	\$ 202.50	\$ 202.50	
3.	Labor rate for Biohazard Technician (if applicable)	Hourly rate	\$ 135	\$ 135	\$ 135	\$ 135	\$ 135	
4.	Hourly rate for site clean-up equipment (truck and 6 cubic yard trailer minimum)	Hourly rate	\$ 195	\$ 195	\$ 200	\$ 200	\$ 200	
5.	Site mobilization and demobilization	Per site	\$ 1,200	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,300	
6.	Biohazard material disposal	Per 55-gallon drum	\$ 495	\$ 500	\$ 500	\$ 505	\$ 505	
<u>Total</u>			\$ 2,337.50	\$ 2,417.50	\$ 2,422.50	\$ 2,427.50	\$ 2,477.50	

Grand Total UMR (5 years): \$ 12,082.50

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

B. EQUIPMENT (not included as part of total proposal calculation):

Please enter the type of specialty equipment typically required to perform the work described in the Scope of Work. The following section will not be considered in the evaluation of award. However, Contractors will be required to honor the prices stated below during the term of any contract award as a result of this RFP.

		Hourly Rates							
Proposal Item #	Description of Equipment	FY 24/25	FY 25/26	FY 26/27	Optional: FY 27/28	Optional: FY 28/29	Comments		
1.	Roll Off Truck	\$ 210	\$ 215	\$ 215	\$ 220	\$ 220			
2.	Roll Off Bin	\$ 10	\$ 12	\$ 15	\$ 15	\$ 15			
3.	Skid Steer	\$ 175	\$ 175	\$ 175	\$ 180	\$ 180			
4.	Dump Trailer	\$ 175	\$ 175	\$ 175	\$ 180	\$ 180			
5.	Pick up truck	\$ 95	\$ 95	\$ 95	\$ 100	\$ 100			
6.	Box Truck	\$ 135	\$ 135	\$ 135	\$ 140	\$ 140			
7.	Gear Trailer	\$ 105	\$ 105	\$ 105	\$ 110	\$ 110			
8.	Equipment Trailer	\$ 75	\$ 75	\$ 75	\$ 80	\$ 80			
9.	55 Gallon Metal Drum	\$50 each	\$50 each	\$50 each	\$50 each	\$50 each			
10.		\$	\$	\$	\$	\$			
11.		\$	\$	\$	\$	\$			

NON-COLLUSION AFFIDAVIT**THIS PAGE MUST BE NOTARIZED****CITY OF ATWATER
ON-CALL CLEANUP
SERVICES RFP**

The contractor, by its officers and agents or representatives present at the time of filing this proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other proposer, or with any public officer of the CITY OF ATWATER whereby such affiant or affiants or either of them has paid or is to pay to such proposer or public officer any sum of money, or has given or is to give to such other proposer or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other proposer or proposers, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached proposals; that no proposal has been accepted from any subcontractor or supplier through any proposal depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any proposal from any subcontractor or supplier which is not processed through said proposal depository, or which prevent any subcontractor or supplier from proposals to any Contractor who does not use the facilities or accept proposals from or through such proposal depository; that no inducement of any form or character other than that which appears upon the face of the proposal will be suggested, offered, paid or delivered to any person of the contract, nor has this proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this proposal.

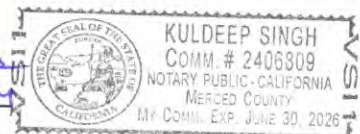
NAME Andrea EspinozaSIGNATURE *AE*TITLE Manager

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

Subscribed and sworn to before me by:

Andrea EspinozaThis 2nd day of Oct, 2024

Notary Public

State of California, County of Merced
Subscribed and Sworn to (or affirmed)
Before me, on this 2 day of Oct, 2024Andrea Espinoza
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature Kuldeep Singh**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

Attachment "C"

SAMPLE

PERFORMANCE BOND

THIS PAGE MUST BE NOTARIZED

CITY OF ATWATER On-Call Cleanup Services

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ATWATER, (hereinafter referred to as "City") has entered into a Contract with All Environmental Services LLC, (hereinafter referred to as "Principal"), for construction of the Homeless Encampment (the "Contract"); and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond of faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and All Environmental Services LLC, as Surety, are held and firmly bound unto the City, in the sum of twelve thousand eighty-two 50/100 Dollars (\$ 12,082.50) lawful money of the United States, to be paid to the City or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the City, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification or addition.

Whenever Principal shall be and declared by the City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at City's election:

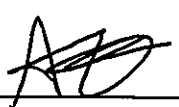
1. Undertake through its agents or independent Contractors, reasonably acceptable to the City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or
2. Reimburse the City for all costs the City incurs in completing the Contract, and in correcting, repairing, or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorney's fees and costs incurred by the City in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of Oct. 2, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

(Principal)
By  Signature See Attached California
All Purpose Acknowledgement
Andrea Espinoza Print Name
Manager Title

Note:

To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.

(Surety)

(Address)

By _____ Signature

Print Name

Title

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

County of MERCED }

On OCT 2ND, 2024 before me, KULDEEP SINGH NOTARY PUBLIC.
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Kuldeep Singh
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Attachment "C"

SAMPLE

PAYMENT BOND

THIS PAGE MUST BE NOTARIZED

CITY OF ATWATER On-Call Cleanup Services

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ATWATER, (hereinafter referred to as "City") and All Environmental Services LLC, (hereinafter referred to as "Principal") have entered into a Contract for the Homeless Encampment; and

WHEREAS, under the terms of said Contract, Principal is required to furnish a bond securing payment of the claims to which reference is made in Section 3248 of the Civil Code,

NOW, THEREFORE, we, the Principal, and All Environmental Services LLC as Surety, are held and firmly bound unto the City in the penal sum of twelve thousand eighty-two 50/100 Dollars (\$12,082.50) lawful money of the United States, being not less than one hundred percent (100%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over the Employment Development Department from the wages of employees of the Principal or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, the Surety will pay for the same and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

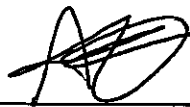
This bond will insure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns if any suit is brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Signatures on next page

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this 2nd day of October, 2024, the name and corporate seal of each corporate body being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)
By 
Signature

Andrea Espinoza
Print Name
See Attached California
All Purpose Acknowledgement

Manager
Title

*Note:
To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.*

(Surety)

(Address)

By _____
Signature

Print Name

Title

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

County of MERCED }

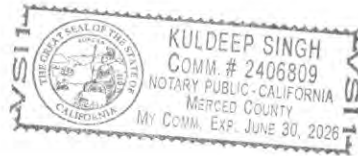
On OCT 2ND, 2024 before me, KULDEEP SINGH NOTARY PUBLIC.
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Kuldeep Singh
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

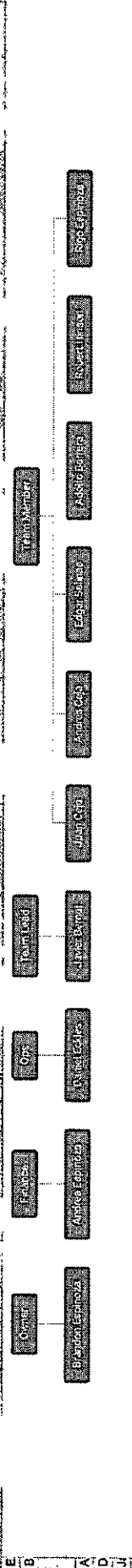
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

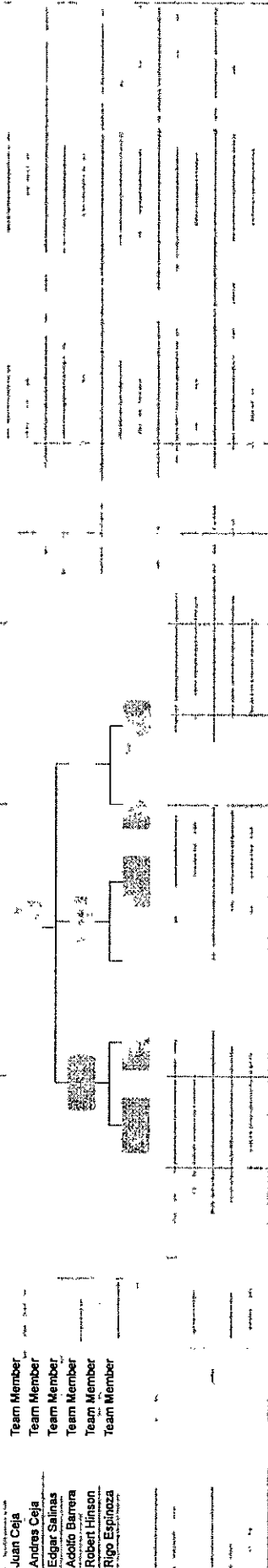
Example:

Organizational chart

Organizational chart



Team Member
Team Member
Team Member
Team Member
Team Member

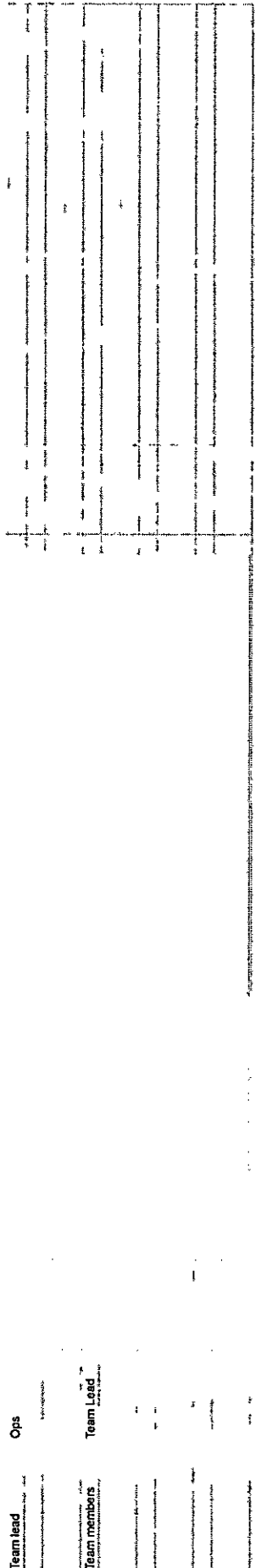


Organizational chart

Organizational chart



Team lead
Team members



Attachment A- Response to Technical Questions for On-Call Cleanup Services RFP

Section 1:

1. Our organization has been in business providing clean up services for 8 years.
2. Our organization's previous experience includes clean up of abandoned waste, household waste disposal, emergency response, and hazardous waste disposal.
3. Our organization's management team has been trained and certified by state agencies and
4. Not applicable

Section 2:

1. City of Modesto
Michelle Hunt, Public Works/Solid Waste Enforcement Supervisor
(209)577-5493
mhunt@modestogov.com
2 years
City of Modesto
\$20,000 annually
2. Merced County Environmental Health
Amanda Duran, Deputy Director, Environmental Health
(209)381-1084
amanda.duran@countyofmerced.com
2 years
Merced County
N/A
3. Department of Transportation
Juan Armendarez, District 10 Hazmat Manager
(209)483-3088
juan.armendarez@dot.ca.gov
8 years
Caltrans District 10
N/A

Section 3:

1. See attached
2.
 - a. 11 individuals will be assigned to City of Atwater On-Call cleanups
 - b. Names and qualifications
 - i. Brandon Espinoza- Owner/Hazmat Supervisor, 10 years in the industry, 8 years with the firm
 - ii. Daniel Eckles- Project Manager, CSTI Hazardous Materials Specialist, CSTI certified hazmat instructor, CSTI certified Assistant Safety Officer, 10 years Caltrans District 06 Hazmat Manager, 2 years Caltrans District 6 Encampment Coordinator, 1 month with the firm

- iii. Rigoberto Espinoza- Hazmat Supervisor, 10 years in the industry, 8 years with the firm
- iv. Andrea Espinoza- Hazmat Supervisor/Office Manager, 3 years in the industry/firm
- c. There has been one new hire in the last six months
- 3. Employee training programs entail a 40-hour HAZWOPER training and an annual 8-hour refresher training.
- 4. Equipment
 - a. Roll-off truck: 3 axle tractor with roll-off trailer to transport roll-off bins
 - b. Roll-off bins: transportation of waste to disposal facility
 - c. Skid steer: compact track loader to load waste into roll-off bins
 - d. Dump Trailer: transportation of waste to disposal facility
 - e. Box Truck: transportation of hazardous waste
 - f. Emergency Response Trailer: transportation of necessary PPE and supplies required for cleanups

Section 4:

- 1. Our organization is able to mobilize the necessary labor and equipment for cleanup with a 24 hour notice.
- 2. Quickbooks is our system of choice to manage and track all our work assignments.
- 3. Communicate with customers regarding customers' expectations and continual communication with the customer to ensure satisfaction. Quality control will be provided by the Project Manager.
- 4. Our communication plan is to keep a majority of the communication via email to ensure we are all in agreement with the assignment given.
- 5. Employees are 40 hour Hazwoper trained with annual 8 hour refreshers. Employee safety training is provided using Chapter 8 of the Caltrans Maintenance Manual. Traffic control training is provided using Chapter 7 of the Caltrans Maintenance Manual.



ALLENVI-01

SHPRIDDLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2024

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

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

PRODUCER WorldClass Insurance Services 8757 Auburn Folsom Rd. #3067 Granite Bay, CA 95746	CONTACT NAME: James Dignl	
	PHONE (A/C, No, Ext): (916) 789-1523	FAX (A/C, No): (916) 789-1506
	E-MAIL ADDRESS: service@worldclassins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westchester Surplus Lines Insurance Company	10172
INSURED All Environmental Services, LLC PO Box 129 Winton, CA 95388	INSURER B: United Financial Casualty Company	11770
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		G2818279A	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLLUTION \$ Included
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			02299301	6/26/2024	12/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liability Coverage			G2818279A	11/1/2023	11/1/2024	Contractor Pollution 2,000,000
A	Liability Coverage			G2818279A	11/1/2023	11/1/2024	Professional 2,000,000

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

City of Atwater is named as additional insured

CERTIFICATE HOLDER

CANCELLATION

City of Atwater
1160 Fifth Street
Atwater, CA 95301

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract or agreement prior to a loss to which this insurance applies.	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Named Insured All Environmental Services, LLC			Endorsement Number
Policy Symbol ECP	Policy Number G2818279A	Policy Period 11/01/2023 to 11/01/2024	Effective Date of Endorsement 11/01/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

- a. The additional insured is a named insured under such other insurance; and
- b. You have agreed in a written contract or agreement that this insurance would:
 - (1) act as primary insurance; and
 - (2) would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

Named Insured All Environmental Services, LLC			Endorsement Number
Policy Symbol ECP	Policy Number G2818279A	Policy Period 11/01/2023 to 11/01/2024	Effective Date of Endorsement 11/01/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

As required by written contract or agreement prior to a loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/24

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PRODUCER SEA CREST INSURANCE AGENCY PO Box 3156 Laguna Hills, CA 92654	CONTACT NAME: Mark Cruz	
	PHONE (A/C, No, Ext): (949)951-5900	FAX (A/C, No): (949)951-0181
	E-MAIL ADDRESS: mark@seacrestins.com	
INSURED All Environmental Services LLC PO Box 129 Winton, CA 95388	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Compensation Ins Fund	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 35076	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	x	9311676-2024	01/20/24	01/20/25	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Atwater
1160 Fifth Street
Atwater, CA 95301

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

AUTHORIZED REPRESENTATIVE

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City of Atwater

Community Pride City Wide

City of Atwater, CA Application for Business License

PAID \$89

OCT 02 2024

CITY OF ATWATER

1. Application Type (Required): ☒ New Business ☐ Name Change ☐ Owner Change ☐ Location Change
☐ Seasonal Sales: Start: _____ End: _____ Application Date: ____/____/____
2. Business Name: All Environmental Services LLC Business Phone No: 209-648-8060
3. Mailing Address: PO Box 129 Winton, CA 95388
4. Location of Business: 6201 N. Winton Way Winton CA 95388
 - Previous Address if Location Change: _____
5. Contact Name/Title: Brandon Espinoza/ Owner Contact Phone No: 209-648-8060
6. Contact Email: Brandon@all-enviro.com
7. Name of Business Owner or Corporation Name: All Environmental Services LLC
8. **Contractor's License:** A contractor performing work in the City of Atwater for a limited time may purchase a quarterly business license for a period of ninety (90) days. Every person engaged in the business of contracting must produce evidence that they hold a valid State Contractor's License before a business license will be issued under Atwater Municipal Code Section 5.08.090. ☐ 90-Day ☒ 1-year
 - State Contractor's License #: 1044939 Class: A HAZ
9. Form of Ownership (Check One) Required: ☐ Sole Proprietorship ☐ Corporation ☐ LLC-Single Member ☒ LLC-Multi Member
☐ LLP (Limited Liability Partnership) ☐ General Partnership ☐ Governmental Agency ☐ Professional Association ☐ Other: _____
10. FEIN No.: 81-3788762 Sellers Permit No: _____ State Board Equalization No.: _____
11. Pursuant to CA. Bus. & Prof. Code § 16000.1, provide **AT LEAST ONE** of the following forms of ID (required):
SSN: _____ Valid CA DL / ID issued by DMV#: _____
Taxpayer ID# issued by the IRS: _____ Municipal Identification #: _____ Issued by: _____
12. Emergency Contact Information:
 - Emergency Contact: Brandon Espinoza Phone Number: _____
 - Emergency Contact: Andrea Espinoza Phone Number: _____
13. Alarm Company Information:
 - Alarm Company: N/A
 - Alarm Company Phone Number: _____

FINANCE USE ONLY				10	02	24	03	25
FEES FOR FY 2021/2025								
BUSLIC		\$ 345.00		BLPEN (15%)				\$
SB1186	\$	4.00		BLAMEND				\$
BLAPP	\$	40.00		BLDUP				\$
HOP	\$			BLAPREAL				\$
FIF	\$			UBACCT				YES / NO / N/A
BLI	\$			TOTAL DUE	89.00			

 STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL HAZARDOUS MATERIALS TRANSPORTATION LICENSE CHP 360H (REV. 1/00) OPI 062		CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
		272501	226547	7/1/2024	8/1/2024	7/31/2025
LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below) All Environmental Services LLC 1565 Paulson Road TURLOCK CA, US 95380		CHP CARRIER NUMBER	LOCATION	☐ Duplicate ☐ Initial		☐ Replacement ☒ Renewal
		CA 496922	485			
LICENSEE NAME AND MAILING ADDRESS Attention: Brandon All Environmental Services LLC PO Box 129 WINTON CA, US 95388		PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP) The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.				
		This carrier is on the special routing/safe stopping place mailing lists as indicated below: ☒ (HMX) Explosives subject to Division 14, California Vehicle Code (CVC). ☒ (HMPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC. ☒ (HMRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.				
		Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$2,000.00. (CVC Section 23112.5)				

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2024-2027**

Registrant: ALL ENVIRONMENTAL SERVICES
ATTN: Brandon Espinoza
P.O BOX 129
WINTON, CA 95388

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 061324550218GI Effective: July 1, 2024 Expires: June 30, 2027
HM Company ID: 184268

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Meredith Williams, Ph.D., Director
1001 I Street
P.O. Box 806
Sacramento, California 95812-0806

Gavin Newsom
Governor

Hazardous Waste Transporter Registration Certificate

Name and Address of Registered Transporter:

ALL ENVIRONMENTAL SERVICES LLC
431 INDUSTRIAL DRIVE
LIVINGSTON, CA 95334

Transporter Registration Number: 6518

Effective Date: SEPTEMBER 1, 2024

Expiration Date: SEPTEMBER 30, 2025

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Talisha Jorin
Authorized Signature

AUGUST 9, 2024

Date

Name and Title of Authorized Representative: Talisha Jorin, Program Technician III

This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email transporter@dtsc.ca.gov.

Employee Training History

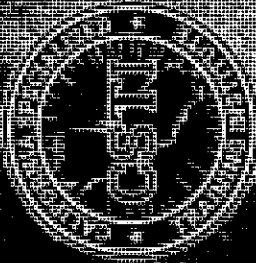
DANIEL H ECKLES

Employee ID: 101810

Training History List

Course Title	Course Code	Session	Duration	Leadership Training & Development Govt. Code Section 19995.4	Course Type	Course Start Date	Course End Date	Status	Status Date	Internal/External	External Vendor Code
AED/CPR/First Aid	101160	0685	8.0			11/01/2023	12/15/2023	Completed	12/15/2023	I	
Active Shooter Training			1.5	Y	Non-Mandated	03/26/2024	03/26/2024	Completed	03/27/2024	E	101628
Adopt-A-Highway Supervisor Trng	101628	0003	2.0			10/15/2014	10/15/2014	Completed	10/15/2014	I	
Asphalt Materials & Their Uses	100747	0005	4.0		Non-Mandated	01/10/2007	01/10/2007	Completed	01/10/2007	I	
Asphalt Pavement Maintenance	100505	0021	4.0			05/15/2014	05/15/2014	Cancelled	05/19/2014	E	
Asphalt Pavement Maintenance	100505	0005	4.0		Non-Mandated	01/11/2006	01/11/2006	Completed	01/11/2006	E	
Attorney General's Ethics Orie	101410	0032	2.0		Mandated by Law	08/01/2018	08/01/2018	Did Not Attend	08/07/2018	I	
AttyGeneral-Ethics Orientation	101410	0269	2.0			11/29/2023	11/30/2023	Completed	11/30/2023	I	
AttyGeneral-Ethics Orientation	101410	0191	2.0			12/30/2021	12/30/2021	Completed	12/30/2021	I	
Bloodborne Pathogens	100439	1075	2.0			09/13/2019	09/13/2019	Completed	09/13/2019	I	
Bloodborne Pathogens	100439	0737	0.5			10/14/2015	10/14/2015	Completed	10/14/2015	I	
Buyer Responsibilities Trainin			2.0	Y	Mandated by Caltrans	12/19/2022	12/19/2022	Completed	12/20/2022	E	101297
COVID-19 Infection Prevention	102284	0007	0.5			06/19/2020	07/31/2020	Completed	07/31/2020	I	
COZEEP/MAZEEP Enhanced Enforce	100872	0023	1.5		Non-Mandated	04/08/2009	04/08/2009	Completed	05/26/2009	I	
CPR REFRESHER	100580	0692	1.0			10/14/2015	10/14/2015	Completed	10/14/2015	I	
CPR REFRESHER	100580	0517	1.0			09/07/2011	09/07/2011	Completed	09/07/2011	I	
CPR REFRESHER	100580	0197	2.0		Mandated by Law	06/06/2008	06/06/2008	Completed	06/06/2008	I	
Calcard Holder Training			2.0	Y	Mandated by Caltrans	11/01/2019	11/01/2019	Completed	11/07/2019	E	101297
Calcard holder training			1.0	Y	Non-Mandated	02/09/2022	02/09/2022	Completed	02/16/2022	E	101297
Caltrans Telework Training-EE			0.5	Y	Non-Mandated	03/24/2022	03/24/2022	Completed	03/28/2022	E	101641
Chainsaw Instruct Qualificatio	101517	0007	8.0			01/28/2014	01/28/2014	Completed	01/28/2014	I	
Chainsew Trainee Qualification	101518	0025	8.0			08/21/2014	08/21/2014	Completed	08/21/2014	I	
Confined Space Training	100325	0634	4.0			09/30/2020	10/09/2020	Completed	09/30/2020	I	
Confined Space Training	100325	0385	4.0			02/26/2016	02/26/2016	Completed	02/26/2016	I	
Confined Space Training	100325	0036	4.0		Mandated by Law	01/30/2007	01/30/2007	Completed	01/30/2007	I	
Confined Spaces Training T4T	100615	0012	6.0			06/11/2010	06/11/2010	Completed	06/11/2010	I	
Contract Manager Training			1.0	Y	Mandated by Caltrans	07/14/2023	07/14/2023	Completed	07/17/2023	E	101297
Contract Manager Training			1.0	Y	Mandated by Caltrans	08/18/2022	08/18/2022	Completed	08/25/2022	E	101297
Contract Manager Training			1.0	Y	Mandated by Caltrans	11/12/2019	11/12/2019	Completed	11/14/2019	E	101297
Contract Manager Training			2.0		Non-Mandated	11/19/2018	11/19/2018	Completed	11/20/2018	E	101297
Covid 19 Training			0.5	Y	Mandated by Caltrans	04/07/2022	04/07/2022	Completed	04/08/2022	E	101560
DEI for the Workplace	102501	0003	2.0			09/01/2023	09/30/2023	Completed	09/30/2023	I	
DFEH (SUPs) SHPT	102295	0178	2.0			01/24/2022	01/31/2022	Completed	05/06/2021	I	
DFEH (SUPs) SHPT	102295	0112	2.0	N	Mandated by Law	05/06/2021	06/06/2021	Session Waitlist	05/07/2021	I	
DFEH (for non-Sup) SHPT	102294	0243	1.0			10/01/2021	10/31/2021	Completed	05/06/2021	I	
DFEH SHPT (M&S)	102411	0041	3.0			09/01/2023	09/30/2023	Completed	09/30/2023	I	
DPAC Contract Manager Workshop	101684	0024	3.0		Non-Mandated	11/17/2016	11/17/2016	Completed	11/17/2016	I	
Defensive Drivers Training	100261	0242	3.5		Mandated by Caltrans	01/30/2008	01/30/2008	Completed	01/30/2008	I	
Defusing Aggressive Behavior			1.0		Non-Mandated	09/18/2018	09/18/2018	Completed	09/25/2018	E	101429
Diversity Awareness Training f	100781	0322	3.0		Non-Mandated	11/18/2015	11/18/2015	Did Not Attend	12/11/2015	I	
Diversity Awareness Training f	100781	0216	2.0		Non-Mandated	06/21/2012	06/21/2012	Completed	06/21/2012	I	
Diversity Awareness Training f	100781	0203	3.0		Non-Mandated	02/08/2012	02/08/2012	Did Not Attend	02/21/2012	I	
Diversity Awareness Training f	100781	0078	2.0		Mandated by Law	04/07/2009	04/07/2009	Completed	04/07/2009	I	
Diversity Awareness-Mgrs&Sups	100781	0431	3.0	N	Non-Mandated	04/11/2019	04/11/2019	Completed	04/11/2019	I	
E-Defensive Driver Training			2.5		Mandated by Caltrans	09/12/2018	09/12/2018	Completed	09/17/2018	E	100182
Encampment Training	102507	0035	1.5			04/03/2024	04/03/2024	Completed	04/03/2024	I	
Encampment Training	102507	0033	1.5			02/07/2024	02/07/2024	Completed	02/07/2024	I	
Encampment Training	102507	0006	2.0			02/09/2023	02/09/2023	Completed	02/09/2023	I	
Equip Mgmt Resp Course Lowkr	099999	0021	24.0			04/19/2004	04/22/2004	Completed	04/22/2004	I	
Ethics for Maintenance Staff	101534	0002	1.0			02/05/2013	02/05/2013	Completed	02/05/2013	I	
First Observer: CI/KR	101339	0005	1.5			01/07/2014	01/07/2014	Completed	01/07/2014	I	
Forklift Certification	100408	0091	3.0			03/07/2014	03/07/2014	Completed	03/07/2014	I	
Grader Qualifier	100151	0030	8.0			02/02/2011	02/02/2011	Did Not Attend	02/07/2011	I	
HAZ WASTE Worker (HAZWOPER)	100539	0008	16.0		Mandated by Caltrans	04/04/2007	04/05/2007	Completed	04/05/2007	I	
Haz. Mat. Comm. Prog.	100407	0761	2.0			09/30/2020	10/09/2020	Completed	09/30/2020	I	
Hazard Communication with GHS	101592	0094	2.0			11/27/2013	11/27/2013	Completed	11/27/2013	I	
Hazardous Substance First Resp	100327	0036	24.0		Mandated by Law	10/14/2014	10/16/2014	Completed	10/16/2014	I	
Hazardous Substance First Resp	100327	0004	24.0		Mandated by Law	04/11/2008	04/13/2008	Did Not Attend	06/13/2008	I	
Hazardous Substance First Resp	100328	0187	8.0		Mandated by Law	03/26/2014	03/26/2014	Completed	03/26/2014	I	
Hazardous Substance First Resp	100328	0159	8.0		Mandated by Law	03/20/2012	03/20/2012	Completed	03/20/2012	I	
Hazardous Substance First Resp	100328	0123	8.0		Mandated by Law	10/06/2010	10/06/2010	Completed	10/06/2010	I	
Hazardous Substance First Resp	100328	0107	8.0		Mandated by Law	09/15/2009	09/15/2009	Completed	09/15/2009	I	

Hazardous Substance First Resp	100328	0083	8.0		Mandated by Law	09/10/2008	09/10/2008	Completed	09/10/2008	I	
Hazardous Substance First Resp	100328	0052	8.0		Mandated by Law	09/26/2007	09/26/2007	Completed	09/26/2007	I	
Hazardous Substance First Resp	100328	0009	8.0		Mandated by Law	09/21/2006	09/21/2006	Completed	09/21/2006	I	
Hazardous Substance First Resp	100330	0185	4.0		Mandated by Law	10/20/2009	10/20/2009	Completed	11/02/2009	I	
Hearing Protection Program	101054	0115	1.0			12/19/2014	12/19/2014	Completed	12/19/2014	I	
Heat Illness Prevention	100741	2564	1.0			04/30/2024	06/30/2024	Completed	06/30/2024	I	
Heat Illness Prevention	100741	2386	1.0			03/30/2023	06/30/2023	Completed	05/26/2023	I	
Heat Illness Prevention	100741	2069	1.0			04/01/2020	04/30/2020	Completed	04/30/2020	I	
Heat Stress	100741	1182	4.0			04/25/2016	05/31/2016	Completed	05/31/2016	I	
Heat Stress	100741	0837	1.0			04/21/2015	04/21/2015	Completed	04/21/2015	I	
Heat Stress	100741	0702	1.0			05/02/2014	05/02/2014	Completed	05/02/2014	I	
Heat Stress	100741	0444	1.0		Mandated by Law	05/04/2012	05/04/2012	Completed	06/07/2012	I	
Heat Stress	100741	0350	1.0			04/27/2010	04/27/2010	Completed	04/27/2010	I	
Heat Stress	100741	0010	1.0		Mandated by Law	04/19/2007	04/19/2007	Completed	05/10/2007	I	
Hot Mix Asphalt Training			4.0		Mandated by Caltrans	05/15/2014	05/15/2014	Completed	05/20/2014	E	100516
ICS for Field Level Personnel	101705	0002	4.0		Non-Mandated	02/20/2015	02/20/2015	Completed	02/20/2015	I	
Illegal Encampment Overview	102166	0047	2.0			02/26/2020	02/26/2020	Completed	02/26/2020	I	
Illegal Encampment Overview	102166	0004	1.5			05/08/2019	05/08/2019	Completed	05/08/2019	I	
Illegal Encampment Overview	102166	0003	1.5			05/21/2019	05/21/2019	Completed	05/21/2019	I	
Implicit Bias Training	102495	0003	2.0	Y	Non-Mandated	01/01/2023	01/31/2023	Completed	01/31/2023	I	
InfoSecurity&PrivacyAwareness	100995	0261	1.0			01/02/2023	12/31/2023	Completed	09/18/2023	I	
InfoSecurity&PrivacyAwareness	100995	0234	1.0			01/01/2022	12/31/2022	Completed	09/14/2022	I	
InfoSecurity&PrivacyAwareness	100995	0215	1.0			01/01/2021	12/31/2021	Completed	10/11/2021	I	
InfoSecurity&PrivacyAwareness	100995	0203	1.0			01/01/2020	12/31/2020	Completed	10/28/2020	I	
InfoSecurity&PrivacyAwareness	100995	0173	1.0			01/01/2019	12/31/2019	Completed	09/18/2019	I	
InfoSecurity&PrivacyAwareness	100995	0148	1.0			08/01/2018	12/31/2018	Completed	09/09/2018	I	
InfoSecurity&PrivacyAwareness	100995	0129	1.0			05/09/2017	08/31/2017	Completed	08/31/2017	I	
InfoSecurity&PrivacyAwareness	100995	0104	1.0			01/01/2016	12/31/2016	Completed	02/01/2016	I	
InfoSecurity&PrivacyAwareness	100995	0098	1.0			01/01/2015	12/31/2015	Completed	03/16/2015	I	
InfoSecurity&PrivacyAwareness	100995	0082	8.0			07/01/2013	06/30/2014	Completed	02/03/2014	I	
InfoSecurity&PrivacyAwareness	100995	0081	1.0			07/01/2012	06/30/2013	Completed	07/05/2012	I	
InfoSecurity&PrivacyAwareness	100995	0072	1.0			07/01/2010	06/30/2011	Completed	08/05/2010	I	
InfoSecurity&PrivacyAwareness	100995	0053	1.0			07/01/2009	07/31/2009	Completed	07/31/2009	I	
InfoSecurity&PrivacyAwareness	100995	0037	1.0			07/01/2008	07/31/2008	Completed	07/31/2008	I	
JLG Lift Qualifier	100159	0007	8.0			01/21/2011	01/21/2011	Cancelled	12/21/2010	I	
LDO - Cust Serv Online	102397	0010	4.0	Y	Non-Mandated	12/02/2022	12/02/2022	Session Full	11/09/2022	I	
Labor Compliance for Maintenance	101078	0017	16.0		Non-Mandated	08/08/2017	08/10/2017	Completed	08/10/2017	I	
Labor Compliance for Svc CMs	101951	0021	18.0	Y	Non-Mandated	04/18/2022	04/21/2022	Completed	04/21/2022	I	
Ladder Safety	101381	0187	1.0			04/21/2015	04/21/2015	Completed	04/21/2015	I	
Ladder Safety	101381	0146	0.5			05/02/2014	05/02/2014	Completed	05/02/2014	I	
Ladder Safety	101381	0078	2.0		Mandated by Law	05/04/2012	05/04/2012	Completed	06/07/2012	I	
Ladder Safety	101381	0018	2.0		Mandated by Law	07/29/2011	08/01/2011	Completed	08/01/2011	I	
Leadership Development Academy	101509	0024	33.0			08/11/2014	08/15/2014	Completed	08/15/2014	I	
META Qualifier	102264	0025	8.0			01/18/2023	01/18/2023	Completed	01/18/2023	I	
MS Word Basics, Module 1	100957	0009	3.0		Non-Mandated	12/02/2008	12/02/2008	Completed	12/02/2008	I	
MST - Heat Illness Prevention	102214	0010	1.0			03/01/2020	08/11/2020	Completed	03/31/2020	I	
MST - IIPP	102212	0004	1.0			01/01/2020	01/31/2020	Completed	01/31/2020	I	
MST - Respirator Training	102211	0003	1.0			12/01/2019	08/11/2020	Completed	12/31/2019	I	
MST - Valley Fever Awareness	102213	0003	1.0			02/01/2020	08/11/2020	Completed	02/29/2020	I	
Maint Worker Air Quality Overv	101324	0045	2.5		Non-Mandated	08/31/2011	08/31/2011	Completed	08/31/2011	I	
Maintenance Leadership Academy	100651	0039	32.0			11/01/2010	11/05/2010	Completed	11/05/2010	I	
NIMS Compliance for Field	100751	0003	2.0		Mandated by Law	11/08/2006	11/08/2006	Completed	12/08/2006	I	
Non-IT Procurement/CAL-Card Tr	101724	0059	3.0		Non-Mandated	11/16/2016	11/16/2016	Completed	11/16/2016	I	
Pesticide Safety Training	100354	0268	4.0		Mandated by Law	10/27/2011	10/27/2011	Completed	10/27/2011	I	
Pesticide Safety Training	100354	0226	7.0		Mandated by Law	10/21/2010	10/21/2010	Completed	10/21/2010	I	
Pesticide Safety Training	100354	0181	4.0		Mandated by Law	10/21/2009	10/21/2009	Completed	10/21/2009	I	
Pesticide Safety Training	100354	0133	4.0		Mandated by Law	10/23/2008	10/23/2008	Completed	10/23/2008	I	
Pesticide Safety Training	100354	0087	8.0		Mandated by Law	10/16/2007	10/16/2007	Completed	10/16/2007	I	
Preliminary Investigations	101581	0011	3.0		Non-Mandated	10/17/2013	10/17/2013	Completed	10/17/2013	I	
Procurement/CAL-Card/PCARS	100443	0003	3.0		Mandated by Caltrans	02/14/2006	02/14/2006	Completed	02/14/2006	I	
Protection of Wkrs - Chapter 8	100557	0420	4.0			10/31/2014	10/31/2014	Completed	10/31/2014	I	
Protection of Workers - Chapt	100557	0098	4.0			12/14/2007	12/14/2007	Completed	12/26/2007	I	
Protection of Workers-Ch 7&8	100557	1233	4.0			12/04/2023	12/15/2023	Completed	12/15/2023	I	
Protection of Workers-Ch7&8-T4T	100661	0081	8.0			09/28/2022	09/29/2022	Completed	09/29/2022	I	
RA/FMLA Trng for Mgrs & Sups	101885	0017	3.0	Y	Non-Mandated	05/15/2018	05/15/2018	Completed	05/15/2018	I	
Reasonable Suspicion (online)	101620	0020	2.0			10/19/2018	10/19/2018	Completed	10/19/2018	I	
Reasonable Suspicion (online)	101620	0008	2.0			09/09/2015	09/11/2015	Did Not Attend	09/18/2015	I	
Reasonable Suspicion Training	100553	0061	3.0		Non-Mandated	11/08/2013	11/08/2013	Completed	11/08/2013	I	
SHPT-Mgrs & Sups Online Traini	101155	0028	2.0			06/14/2010	06/30/2010	Did Not Attend	07/02/2010	I	
SHRP-2 TIM Responder Training	101657	0175		Y	Mandated by Caltrans	12/01/2022	12/01/2022	Completed	12/01/2022	I	
Safety Stand Down 2020			1.0		Mandated by Caltrans	12/17/2020	12/17/2020	Completed	12/18/2020	E	101604
Sex Harass Prev-M&S (On-Line)	101155	0760	2.5			01/01/2020	01/31/2020	Completed	01/31/2019	I	



CERTIFICATION OF COMPLETION

CALOES

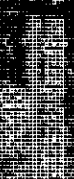
California Governor's Office of Community Services
California State Training Institute
certifies the professional achievement of

Daniel Eckles

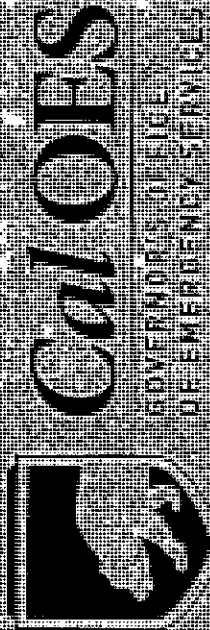
for completion of

MaxMat Instructor Certification for Trainers
CA-027-RESP

Course Hours: 16



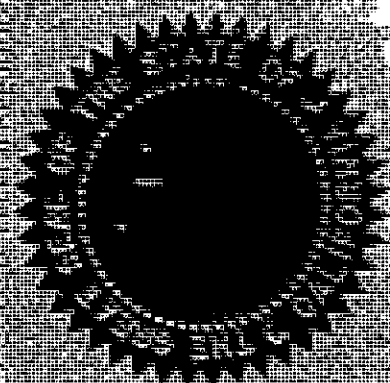
California Specialized Training Institute



Certificate of Training

Daniel Eckles

Hazardous Materials Specialist



2757

California State

6/20-24/16

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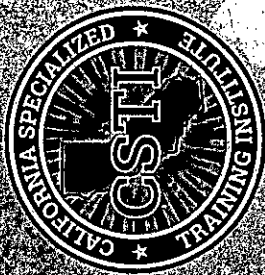
6/20/16

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

CERTIFICATE OF COMPLETION

California Governor's Office of Emergency Services

California Specialized Training Institute

recognizes the professional achievement of

Daniel Eckles

For completion of

HAZARDOUS MATERIALS ASSISTANT SAFETY OFFICER

Course Hours: 16

CA-006-PROF


Alex Gabassa, CSTI Superintendent

6/22/23/21

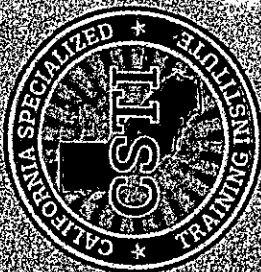
Completion Date

1475

Certificate Number

Alex Gabassa, CSTI Superintendent

Certificate Number



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OF EMERGENCY SERVICES

CERTIFICATE OF COMPLETION

California Governor's Office of Emergency Services
California Specialized Training Institute
recognizes the professional achievement of

Daniel Eckles

For completion of

HAZARDOUS MATERIALS TECHNICIAN/SPECIALIST REFRESHER

Course Hours: 24

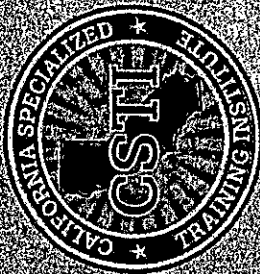

Susan Greiner, Cal Deputy Superintendent

5/7-9/24

Completion Date

2713

Certificate Number



CERTIFICATE OF COMPLETION

California Governor's Office of Emergency Services
California Specialized Training Institute
recognizes the professional achievement of

Daniel Eckles

For completion of

HAZARDOUS MATERIALS INCIDENT COMMANDER

Course Hours: 16

CA-037-RESP


California Deputy Superintendent



Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

5/17-8/24

Completion Date

3185

Certificate Number

Sexual Harassment Prevention	100282	0852	3.0		Mandated by Law	04/07/2009	04/07/2009	Completed	04/07/2009	I	
Sexual Harassment Prevention	100282	0164	3.0		Mandated by Law	03/21/2008	03/21/2008	Completed	03/21/2008	I	
Sexual Harassment Prevention (	101058	0376	3.0		Mandated by Law	03/22/2016	03/22/2016	Did Not Attend	03/24/2016	I *	
Sexual Harassment Prevention T	101155	0472	2.5		Mandated by Law	12/19/2016	01/03/2017	Incomplete	12/19/2016	I	
Sexual Harassment Prevention T	101155	0231	2.0		Mandated by Law	11/30/2013	11/30/2013	Incomplete	06/24/2014	I	
Sexual Harassment Prevention T	101155	0112	2.0		Mandated by Law	09/05/2011	09/23/2011	Completed	09/23/2011	I	
Standard Emerg Mgmt System	100384	0055	2.5			03/22/2010	03/22/2010	Completed	03/22/2010	I	
Standard First Aid	100579	1585	3.0			10/14/2015	10/14/2015	Completed	10/14/2015	I	
Standard First Aid	100579	0851	2.0		Mandated by Caltrans	09/07/2011	09/07/2011	Completed	09/07/2011	I	
Standard First Aid	100579	0309	2.0		Mandated by Law	06/06/2008	06/06/2008	Completed	06/06/2008	I	
Steps of Career Development			1.0	Y	Non-Mandated	05/18/2021	05/18/2021	Completed	05/19/2021	E	101429
Storm Water Mgmt Mice Activiti	100618	0422	4.0		Mandated by Law	11/03/2015	11/03/2015	Completed	11/03/2015	I	
Storm Water Mgmt Mice Activiti	100618	0282	4.0		Mandated by Law	03/08/2012	03/08/2012	Cancelled	03/21/2012	I	
Storm Water Mgmt Mice Activiti	100618	0197	4.0		Mandated by Law	10/20/2009	10/20/2009	Completed	11/02/2009	I	
StormWaterMgmt/MiceAct.Refresh	100618	0349	2.5			12/10/2013	12/10/2013	Completed	12/10/2013	I	
StormWaterMgmt/MiceAct.Refresh	100618	0281	4.0			03/08/2012	03/08/2012	Completed	03/08/2012	I	
StormWaterMgmt4NewMiceEmployee	100617	0072	3.0		Mandated by Law	06/10/2009	06/10/2009	Did Not Attend	06/23/2009	I	
Supervisory Training Program-A	100333	0035	40.0		Mandated by Law	03/23/2009	03/27/2009	Completed	03/27/2009	I	
Supervisory Training Program-B	100334	0034	40.0		Mandated by Law	06/22/2009	06/26/2009	Completed	06/26/2009	I	
Supervisory Training Program-B	100334	0025	40.0		Mandated by Law	06/09/2008	06/13/2008	Did Not Attend	06/13/2008	I	
Title VI Online Training	101295	0818	0.5			09/01/2023	09/30/2023	Completed	09/25/2023	I	
Title VI Online Training	101295	0693	0.5			11/01/2021	11/30/2021	Completed	11/01/2021	I	
Title VI Online Training	101295	0571	0.5			10/01/2019	10/31/2019	Completed	10/01/2019	I	
Title VI Online Training	101295	0438	0.5			11/01/2017	11/30/2017	Completed	11/13/2017	I	
Title VI Online Training	101295	0311	1.0		Mandated by Law	05/31/2016	05/31/2016	Did Not Attend	06/07/2016	I	
Truck Trailer Loader Qualifier	099995	0024	16.0			11/16/2006	11/17/2006	Completed	11/17/2006	I	
Valley Fever Awareness	101974	0697	0.5			03/01/2024	03/31/2024	Completed	03/21/2024	I	
Valley Fever Awareness	101974	0227	1.0			02/03/2020	02/29/2020	Completed	02/29/2020	I	
Valley Fever Awareness	101974	0042	1.0			12/01/2017	01/10/2018	Completed	01/10/2018	I	
Workplace Violence Prevent-M&S	100746	0883	2.0	N	Mandated by Caltrans	07/12/2023	07/12/2023	Completed	07/12/2023	I	
Workplace Violence Prevent-M&S	100746	0805	2.0	N	Mandated by Caltrans	12/07/2022	12/07/2022	Completed	12/07/2022	I	
Workplace Violence Prevent-M&S	100746	0592	2.0	Y	Mandated by Caltrans	01/28/2021	01/28/2021	Completed	01/28/2021	I	
Workplace Violence Prevent-M&S	100746	0515	2.0	Y	Mandated by Caltrans	01/21/2020	01/21/2020	Did Not Attend	01/21/2020	I	
Workplace Violence Prevention	100746	0190	2.0		Mandated by Caltrans	11/13/2014	11/13/2014	Employee Canceled Request	11/12/2014	I	
Workplace Violence Prevention	100746	0031	2.0		Non-Mandated	11/27/2007	11/27/2007	Completed	11/27/2007	I	
Workplace Violence Prevention	100746	0022	2.0		Non-Mandated	07/24/2007	07/24/2007	Completed	07/30/2007	I	
buyer responsibilities			1.0		Mandated by Law	11/19/2015	11/20/2015	Completed	11/23/2015	E	101297
cal card holder training			1.0	Y	Non-Mandated	12/07/2023	12/07/2023	Completed	12/08/2023	E	101297
e-Defensive Driver Training	101669	0416	2.0			06/01/2022	12/31/2022	Completed	09/12/2022	I	
media training&public speaking			4.0		Non-Mandated	05/19/2008	05/19/2008	Completed	05/20/2008	E	100462
pesticide safety training			6.0		Mandated by Law	09/19/2012	09/19/2012	Completed	09/20/2012	E	100501
prevention partnership			4.0	Y	Mandated by Caltrans	11/06/2023	11/06/2023	Completed	11/13/2023	E	101429

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Brandon Espinoza

for successfully completing 4.00 hours of training & testing in

DOT HM-181 Basic Hazmat Employee Training #1058 - 49 CFR 172.704(H)

Presented on 05/22/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Suzanne R. Smith
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Brandon Espinoza

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/15/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Spura
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

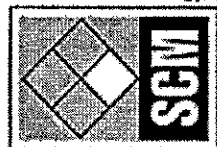
to

Andrea Moreno

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/07/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Guaracotta
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Javier Bernal

for successfully completing 8.00 *hours of training & testing in*

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/08/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Saura Gutierrez
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Andres Ceja-Lua

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/08/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Suzanne
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Adolfo Barrera

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/08/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Spura
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Juan Ceja

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/07/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Suzanne
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Rigo Espinoza

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/07/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Suzanne
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

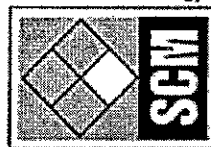
to

Edgar Salinas

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/07/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Spura Guit
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

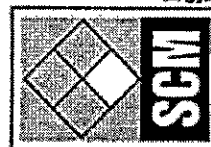
to

Robert Hinson

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/07/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Spura
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Tanya Espinoza

for successfully completing 8.00 *hours of training & testing in*

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/08/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Saura Gutierrez
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Cristoval Gonzalez

for successfully completing 8.00 *hours of training & testing in*

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/07/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Juanita
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

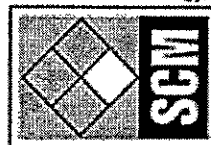
to

Enrique Castaneda

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/07/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Spura
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Natalie Espinoza

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/08/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

[Signature]
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

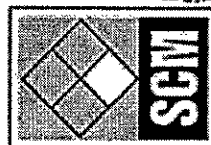
to

Gonzalo Ceja

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/08/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Gonzalo Ceja
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

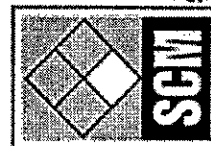
to

Maggie Espinoza

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/08/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Suzanne
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Abundio Barocio

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/07/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Guaranteed
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Sonu Singh

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/07/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Spradley
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Diego Millan

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/07/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Spura
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Sergio Garcia

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/15/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Sergio Garcia
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

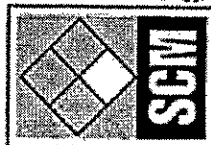
to

Mayolo Abarca-Calderon

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/08/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Guaranteed
Safety Compliance Management, Inc.

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Tahir Bath

for successfully completing 8.00 hours of training & testing in

OSHA's 8hr Hazwoper Refresher Training #936

Presented on 05/08/2024



14 Crow Canyon Court
San Ramon, CA 94583
1-800-974-1419

Sandra Lutz
Safety Compliance Management, Inc.



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING A GENERAL SERVICES AGREEMENT WITH ALL ENVIRONMENTAL SERVICES, LLC. FOR ON- CALL CLEAN UP SERVICES

WHEREAS, The City of Atwater has identified a need for Hazardous Material Clean-up Services, and;

WHEREAS, In response to an identified need to mitigate the effects of unlawful encampments on public lands and to improve public safety, staff were directed to proceed with a Request for Proposals (RFP) for on-call encampment and hazardous material cleanup services, and;

WHEREAS, staff prepared the RFP, notifications were routed to local companies, posted to the City website, and advertised in the local newspaper, and;

WHEREAS, on October 3, 2024, the City received one (1) qualified proposal to the RFP from All Environmental Services LLC. based in Livingston, CA and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater hereby awards a contract to All Environmental Services LLC. For on-call hazardous material clean-up services.

The foregoing resolution is hereby adopted this 28th day of October 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY BILLINGS, CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: October 28, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Approve a Purchase Agreement (Purchase Order) with Carbon Supply Inc. for Granulated Activated Carbon Exchange at Central Site (Public Works Director Vinson)**

RECOMMENDED COUNCIL ACTION

Approving a Purchase Agreement (Purchase Order) to Carbon Supply Inc. of Bell Gardens, California for Granulated Activated Carbon (GAC) Exchange at Central Site, in an amount not to exceed \$110,050.00; and authorizes and directs the City Manager or his designee to execute the Agreement (Purchase Order) on behalf of the City.

I. BACKGROUND/ANALYSIS:

In December 2021, the Central Treatment Site was put online and started treating 1,2,3-Trichloropropane (TCP). TCP is treated by granulated activated carbon (GAC) vessels installed at the treatment site that removes the TCP from the water before it is delivered to the residents. There are 16 GAC vessels located at the Central Treatment Site. The vessels are configured as eight sets of lead-lag vessels. The water flows through the lead vessels first, and then flows through the lag vessel afterward. This allows for the continued treatment of TCP after the life of the carbon in the lead vessel is no longer removing TCP from water.

Per the City's State-Approved TCP Operations Plan, to maximize the life of the carbon, the city may decide to replace the carbon in the lead vessel of a series pair once the carbon in the lead vessel is no longer removing TCP from the water. The City can track this by sampling the water as it passes through the vessels.

Three lead vessels are no longer removing TCP from the water and are in need of carbon changeouts. The scope of work consists of removing spent media from the vessel, placement of spent media in either bulk bags or a disposal container, inspection of the vessel interior performed by viewing from the outside manway opening, and rebidding with replacement media.

Three (3) bids were received and were totaled and reviewed for their responsiveness.

The Bid Summary (Attached) shows the lowest bid coming in at \$110,050.00. Staff reviewed the bid submitted by Carbon Supply Inc. of Bell Gardens, California for \$110,050.00 and has determined it is a responsive and acceptable bid.

II. FISCAL IMPACTS:

Sufficient funding is available in the Fiscal Year 2024-25 Budget, 1-2-3 TCP Fund, Professional Services Account No. 6007.7010.3030. Per the City of Atwater Purchasing System Manual, the informal bidding process is allowed for Public Works Projects valued at \$200,000 or less.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This item is consistent with goals number one (1) and two (2) of the City's Strategic Plan; to ensure the City's continued financial stability and to improve public safety, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

The proposed project involves the operation, maintenance, leasing, licensing, or minor alteration of existing public facilities. This proposed action qualifies under Class 1 Categorical Exemptions Section 15301 of the State CEQA guidelines.

IX. STEPS FOLLOWING APPROVAL:

Upon approval by the City Council, the Purchase Requisition will be sent to the Finance Department and then a Purchase Order will be generated.

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Central Site Bid Summary

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT

BID SUMMARY

PROFESSIONAL SERVICES

Bid for: **Central Site 3 Vessel Carbon Changeout (B)**

Account # **6007-7010-3030**

No.	Contractor	Bid Total
1	Carbon Supply INC	\$110,050.00
2	Aqueous Vets	\$120,526.00
3	EvoQua	\$175,944.00

Please see attached supporting documents.

Thank you,

Liza Barajas



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: October 28, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: John Seymour, City Engineer
SUBJECT: **Approve CMAQ Grant Applications Pedestrian Phase 4 & New Street Sweeper** (Deputy City Manager/Community Development Director Thompson and Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Approving submittal of CMAQ Grant application for the Construction Phase of the Downtown Pedestrian Phase 4 Improvement Project and application for submittal of CMAQ Grant application for a New Street Sweeper; and

Approving Resolution No. 3498-24 authorizing the City Manager or his designee to execute all agreements/documents related to the Downtown Pedestrian Phase 4 Project- grant application; and

Approving Resolution No. 3499-24 authorizing the City Manager or his designee to execute all agreements/documents related to the New Street Sweeper Grant Application; and

Authorizing the City Manager or his designee to execute the CMAQ Assurance of Timely Project Delivery form.

I. BACKGROUND/ANALYSIS:

In June of 2020, the City responded to the Merced County Association of Governments' (MCAG) Congestion Mitigation and Air Quality (CMAQ) Call for Projects with separate applications for three phases of a proposed pedestrian improvement project to better connect residents with downtown. In July of 2021, the City responded to MCAG's CMAQ Call for Projects – Summer 2021 for a fourth phase pedestrian improvement project.

The Phase 4 project was awarded a funding grant (Exhibit "C") in the amount up to \$203,350 (federal fund in the amount of \$180,026 with local match in the amount of \$23,324) for the design, engineering, and environmental analysis of a pedestrian project to connect a residential area with downtown. The project proposes constructing new

curbs/gutters, sidewalks, curb ramps, replacement residential driveway approaches, and conform paving as required. Improvements are proposed along Holly Avenue, Hemlock Avenue, Grove Avenue, Fir Avenue, Elm Avenue, Eucalyptus Street, Packers Street, and High Street.

In August of 2024 MCAG released a summer 2024 call for Projects. Staff is prepared to submit 2 CMAQ project applications. Application 1 is for the Downtown Pedestrian Phase 4 project application is for construction funding, the city has received environmental clearance for the project and is near completion with preliminary engineering. Application 2 is for the replacement of the city's current 2012 International 4300 M7 Maxxforce with a new 2024 RSE Ravo Electric Sweeper.

II. FISCAL IMPACTS:

No fiscal impacts will be generated from this action. However, if the grants are awarded, the local match for each grant is shown here: Pedestrian Phase 4 Con- \$408,974, New Street Sweeper- \$191,000.00

III. LEGAL REVIEW:

This item was reviewed by the City Attorney's office.

IV. EXISTING POLICY:

This project is consistent with goal number one (1) of the City's 2020-2025 Strategic Plan: to ensure the City's continued financial stability.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This report will be routed to all necessary departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

The Downtown Pedestrian Phase 4 project received a NEPA CE in April of 2024. This project is Categorical Exempt (CE) pursuant to the California Environmental Quality Act (CEQA) guidelines, Section 15301, "Existing Facilities" Class1(c): Operation, repair, maintenance, or minor alteration to existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

IX. STEPS FOLLOWING APPROVAL:

Once approved the City Council will authorize the City Manager to execute the CMAQ

Assurance of Timely Project Delivery agreement; authorizing the City Manager to execute and the City Clerk certifying the authorizing resolutions.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. RSO Street Sweeper
2. RSO Pedestrian Phase 4 CON
3. Exhibit A - CMAQ Assurance from Project



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-24

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ATWATER AUTHORIZING AND
DIRECTING THE CITY MANAGER TO EXECUTE
ALL AGREEMENTS OR DOCUMENTS REQUIRED
FOR NEW STREET SWEEPER CMAQ 2024
GRANT APPLICATION AND EXECUTE THE
CMAQ ASSURANCE OF TIMELY PROJECT
DELIVERY FORM**

WHEREAS, the City of Atwater is eligible to receive Federal and/or State funding for certain projects; and

WHEREAS, the City of Atwater authorizes the City Manager or his designee to submit for the Summer 2024 CMAQ call for projects.

WHEREAS, an authorizing resolution identifying the official authorized to execute agreements or documents on behalf of the City must be attached to the Agreement.

WHEREAS, the City of Atwater City Council authorizes the City Manager or his designee to execute the CMAQ assurance of Timely Project Delivery.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater that the City Manager, or his designee, is hereby authorized and directed to act on the City's behalf and execute all agreements or documents required for CMAQ 2024 call for projects- New Street Sweeper grant application and execute the Congestion Mitigation and Air Quality Assurance of Timely Project Delivery.

The foregoing resolution is hereby adopted this 28th day of October 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS OR DOCUMENTS REQUIRED FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ) PROJECT CML-5254(033) PHASE 4 PEDESTRIAN IMPROVEMENTS TO CONNECT WITH DOWNTOWN AND EXECUTE THE CMAQ ASSURANCE OF TIMELY PROJECT DELIVERY FORM

WHEREAS, the City of Atwater is eligible to receive Federal and/or State funding for certain projects; and

WHEREAS, the City of Atwater authorizes the City Manager or his designee to submit for the Summer 2024 CMAQ call for projects.

WHEREAS, an authorizing resolution identifying the official authorized to execute agreements or documents on behalf of the City must be attached to the Agreement.

WHEREAS, the city of Atwater authorizes the City Manager or his designee to execute the CMAQ assurance of Timely Project Delivery.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater that the City Manager, or his designee, is hereby authorized and directed to act on the City's behalf and execute all agreements or documents required for CMAQ Project CML-5254(033), Phase 4 Pedestrian Improvements to Connect with Downtown and execute the Congestion mitigation Air Quality Assurance of Timely Project Delivery.

The foregoing resolution is hereby adopted this 28th day of October 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

Congestion Mitigation Air Quality (CMAQ) Assurance of Timely Project Delivery

AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funds; and the (City/County) _____ is able to apply for and receive Federal funding under the Congestion Mitigation Air Quality (CMAQ) Program.

The (City/County) _____ desires to ensure that the following CMAQ project(s):

(Identify CMAQ project[s]):

is/are delivered in a timely manner to preclude the Merced Region from losing those funds for non-delivery; and

It is understood by the (City/County) _____ that failure for not meeting project delivery dates for any phase of a project may jeopardize federal funding to the Region; and the (City/County) _____ must demonstrate dedicated and available local matching funds.

The (City/County) _____ hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

Failure to meet project delivery deadlines may be deemed as sufficient cause for the MCAG Board to terminate an agency’s project and reprogram CMAQ funds as deemed necessary.

The (City/County) _____ does direct its management and engineering staff to ensure all projects are carried out in a timely manner as per the requirements of AB 1012.

Authorized Representative:

Signature: _____ Date: _____

Print Name: _____



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: October 28, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Approve Plans and Specifications and Authorizing Advertising and Calling for Bids for the Castle Sewer Lift Station Rehabilitation Project** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Approval of plans and specifications and authorizes advertising and calling for bids for the Castle Sewer Lift Station Rehabilitation Project, City Project No. 19-9, Bid Call No. 730-24.

I. BACKGROUND/ANALYSIS:

The Castle Sewer Interceptor Pump Station is one of the oldest wastewater lift stations that the City of Atwater currently operates. The original build date is currently not known, but it was originally built by Castle Air Force. The pump station currently receives sewer flows from the Atwater Prison, the area formally known as the old Castle Airforce Base, and from the old base housing that is located on the corner of Buhach Rd and E. Bellevue Rd.

The Castle Sewer Interceptor Pump Station currently serves an average flow of 450,000 gallons per day. The pumps that serve this flow are currently temporary portable pumps because the current infrastructure at the pump station is outdated and must be fully replaced to be operable.

QK Inc. of Merced, California was selected and awarded for the design of the lift station based on demonstrated competence, on the professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price, and other specific selection criteria set forth in the bid plans and specifications.

QK Inc. has now finished the plans and specifications for the rehabilitation of the Castle Sewer Lift Station Rehabilitation Project and the project is ready to be bid for construction. They have included a lift station that is above ground, so there is no longer the need for confined space entry, therefore enhancing the safety of the workspace for the City's employees. There is also a smaller pump located on the upstream side of the

pump station to allow for a positive pressure to meter the sewage coming in from Castle Airport.

II. FISCAL IMPACTS:

There is minimal cost associated with advertising and calling for bids. Sufficient funds are available for advertising in the Sewer Enterprise Fund, Capital Improvements, Castle Sewer Interceptor 6010-1080-W007. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This project is consistent with the goal numbers two (2) and six (6) of the City's 2020-2025 Strategic Plan: to improve public safety and enhance quality of life, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all relevant departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

The proposed action is categorically exempt under the provisions of CEQA and the State CEQA Guidelines. The proposed project involves the operation, maintenance, leasing, licensing or minor alteration of existing public facilities, with construction of minor appurtenant structures involving negligible or no expansion of use and no possibility of significantly impacting the physical environment. Accordingly, the proposed action qualifies under Class 1 and Class 3 Categorical Exemptions (Sections 15301 and 15303 of the State CEQA Guidelines).

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval of the plans and specifications and authorization to advertise a Call for Bids for this project, a bid call/opening date will be set and the notice inviting bids will be advertised in a local newspaper and posted in regional builders exchanges.

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. 220319-Castle Sewer Lift Station Rehabilitation-Replacement
2. 220319_Castle Sewer Lift Station_book_1_of_2
3. 220319_Castle Sewer Lift Station_book_2_of_2

City Of Atwater

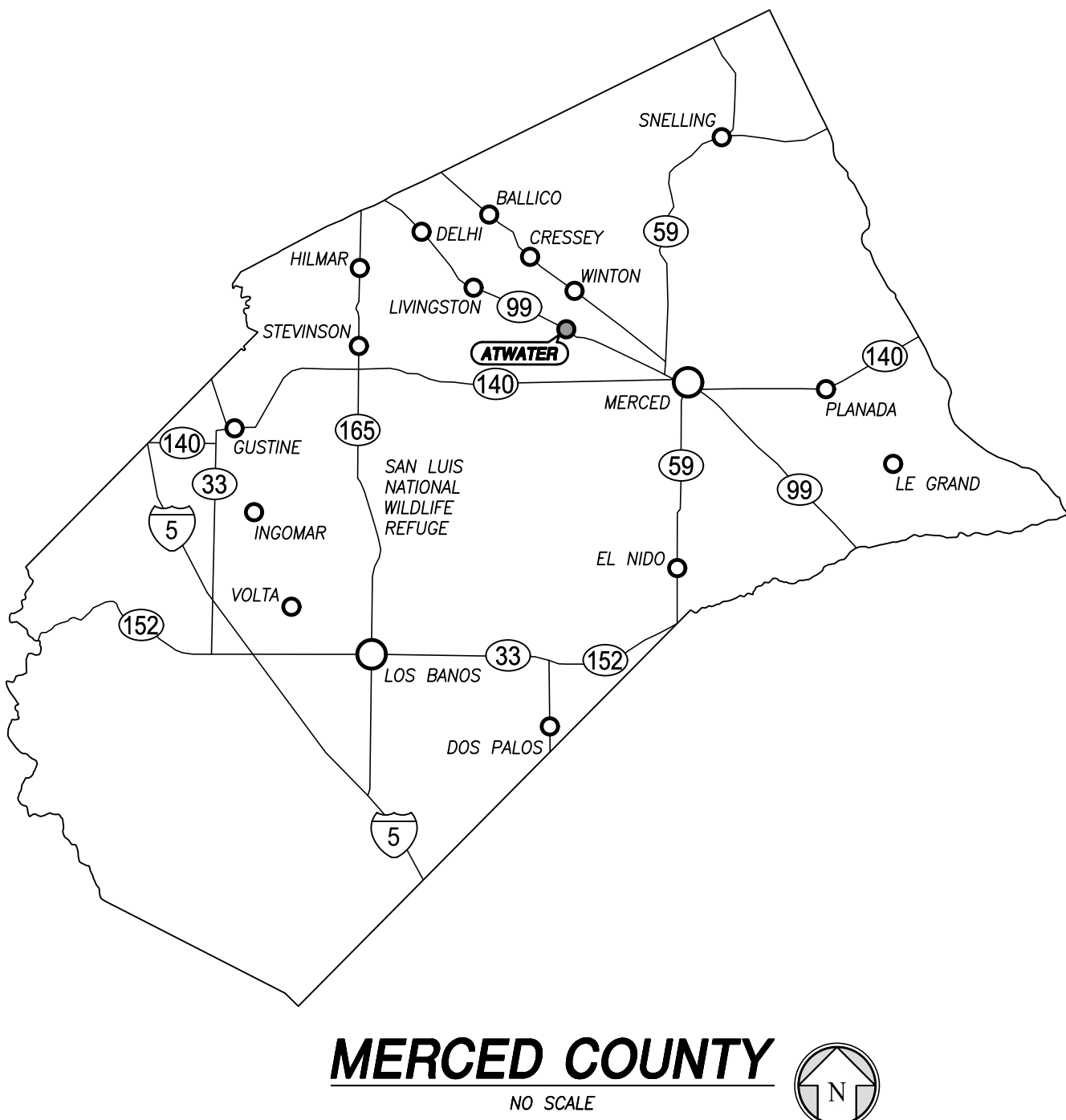
County Of Merced

State of California

Castle Sewer Lift Station Rehabilitation/Replacement

CITY PROJECT NO. 19-9

BID CALL NO. 730-24



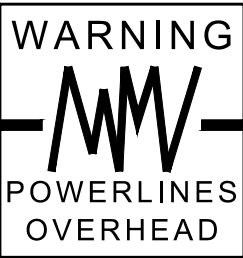
SHEET INDEX

- 1 - COVER SHEET
- 2 - NOTES
- 3 - DEMOLITION PLAN
- 4 - SITE PLAN
- 5 - DETAILS-1
- 6 - DETAILS -2
- 7 - ELECTRICAL NOTES AND DETAILS
- 8 - ELECTRICAL SITE PLAN
- 9 - DUPLEX PUMP STATION

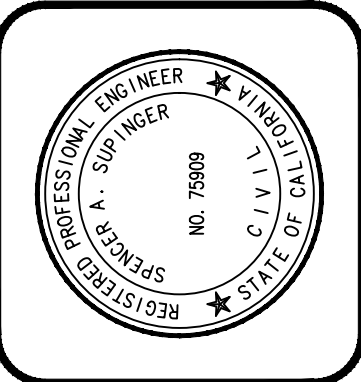
CITY OF ATWATER NOTES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OFFICE OF THE CITY ENGINEER AT LEAST ONE WORKING DAY IN ADVANCE OF BEGINNING ANY NEW PHASE OF WORK. (209) 357-6233.
2. AN ENCROACHMENT PERMIT IS REQUIRED PRIOR TO ANY CONSTRUCTION WITHIN CITY OF ATWATER RIGHT OF WAY. CONTACT ENGINEERING DEPARTMENT AT LEAST 2 FULL WORKING DAYS (48 HOURS) IN ADVANCE FOR INSPECTIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING UNDERGROUND SERVICE ALERT 1-800-227-2600 TO DETERMINE THE LOCATION OF ALL EXISTING FACILITIES AND TAKE ALL NECESSARY PRECAUTIONS TO PROTECT SAID FACILITIES.
4. ALL REQUIRED LIGHTING INSTALLED ON THE SITE WILL BE SO SHIELDED SO AS NOT TO INTERFERE WITH VEHICULAR TRAFFIC.
5. ALL UNDEVELOPED PORTIONS OF THE PROPERTY SHALL BE MAINTAINED AND KEPT FREE OF WEEDS AND DEBRIS.
6. ALL CONSTRUCTION IMPROVEMENTS NOTED ON THE SITE IMPROVEMENT PLANS AND CONSTRUCTION DRAWINGS AND ANY REQUIREMENTS CONTAINED IN THE CONDITIONS OF APPROVAL SHALL BE COMPLETED PRIOR TO THE OCCUPANCY OF THE PROPOSED BUILDING.

CITY OF ATWATER	
REVIEWED FOR CONFORMANCE WITH CITY OF ATWATER STANDARDS AND REQUIREMENTS. APPROVAL FOR CONSTRUCTION IS SUBJECT TO THE INFORMATION SHOWN HEREIN. CITY OF ATWATER AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY EXIST ON THESE PLANS.	
APPROVED BY:	
CITY ENGINEER	DATE:
PUBLIC WORKS DIRECTOR	DATE:



REVISIONS	
ID	DESCRIPTION



DATE	SPENCER A. SURINGER	R.C.E. 79989
	PROJECT ENGINEER	



CITY OF ATWATER 750 BELLEVUE ROAD ATWATER, CA 95301 (209) 357 - 6342	PROJECT NO.: 220319 DRAWN BY: IN QA/QC BY: SAS SCALE: AS SHOWN SHEET NO.: 1 of 9

PROJECT NO.: 220319
DRAWN BY: IN
QA/QC BY: SAS
SCALE: AS SHOWN
SHEET NO.: 1 of 9

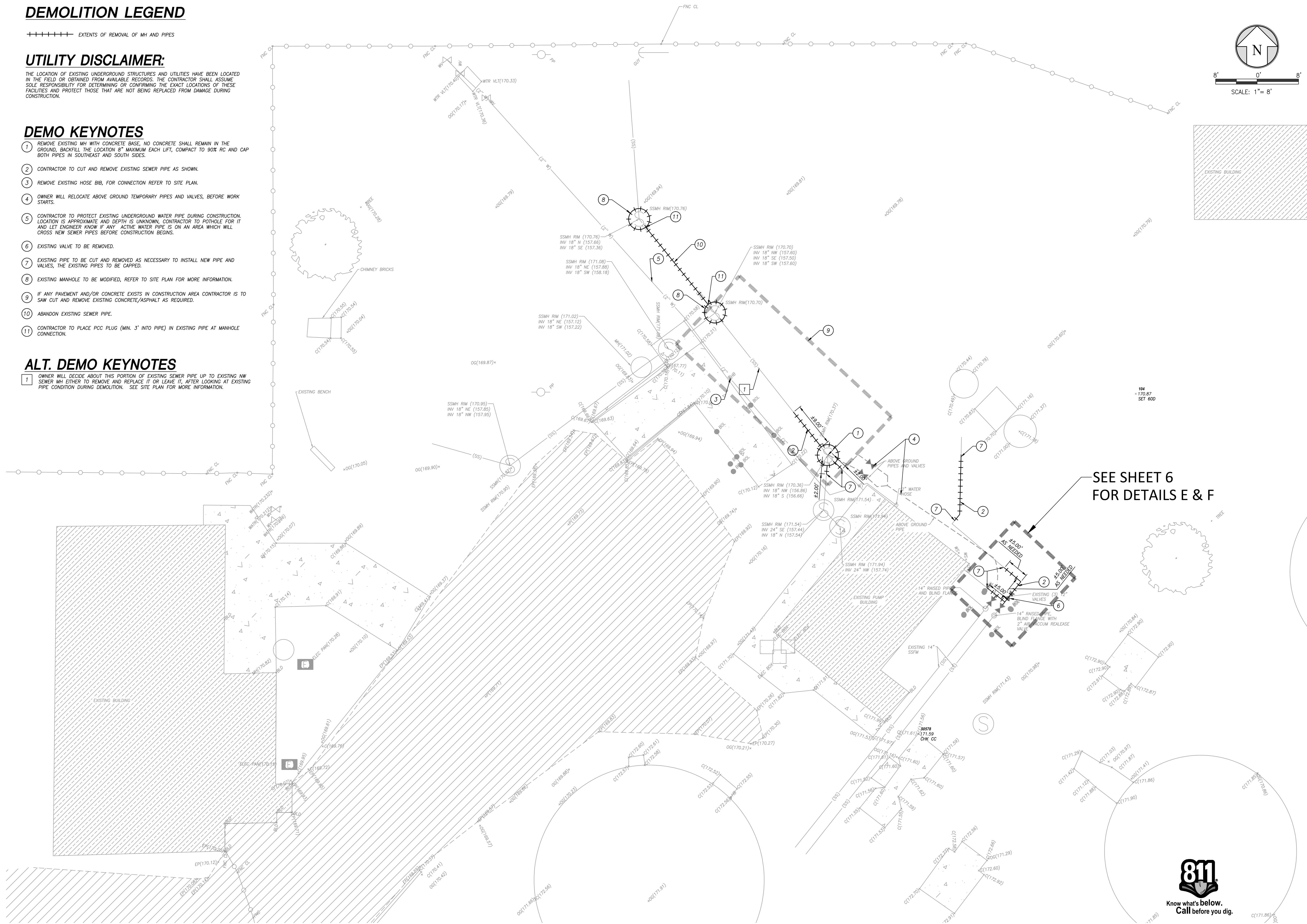
PROGRESS SET - NOT FOR CONSTRUCTION

+++++ EXTENTS OF REMOVAL OF MH AND PIPES

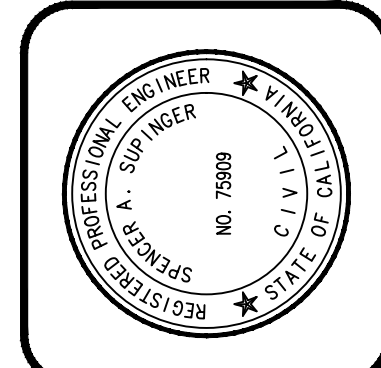
THE LOCATION OF EXISTING UNDERGROUND STRUCTURES AND UTILITIES HAVE BEEN LOCATED IN THE FIELD OR OBTAINED FROM AVAILABLE RECORDS. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR DETERMINING OR CONFIRMING THE EXACT LOCATIONS OF THESE FACILITIES AND PROTECT THOSE THAT ARE NOT BEING REPLACED FROM DAMAGE DURING CONSTRUCTION.

- ① REMOVE EXISTING MH WITH CONCRETE BASE, NO CONCRETE SHALL REMAIN IN THE GROUND, BACKFILL THE LOCATION 8" MAXIMUM EACH LIFT, COMPACT TO 90% RC AND CAP BOTH PIPES IN SOUTHEAST AND SOUTH SIDES.
- ② CONTRACTOR TO CUT AND REMOVE EXISTING SEWER PIPE AS SHOWN.
- ③ REMOVE EXISTING HOSE BIB, FOR CONNECTION REFER TO SITE PLAN.
- ④ OWNER WILL RELOCATE ABOVE GROUND TEMPORARY PIPES AND VALVES, BEFORE WORK STARTS.
- ⑤ CONTRACTOR TO PROTECT EXISTING UNDERGROUND WATER PIPE DURING CONSTRUCTION, LOCATION IS APPROXIMATE AND DEPTH IS UNKNOWN, CONTRACTOR TO POTHOLE FOR IT AND LET ENGINEER KNOW IF ANY ACTIVE WATER PIPE IS ON AN AREA WHICH WILL CROSS NEW SEWER PIPES BEFORE CONSTRUCTION BEGINS.
- ⑥ EXISTING VALVE TO BE REMOVED.
- ⑦ EXISTING PIPE TO BE CUT AND REMOVED AS NECESSARY TO INSTALL NEW PIPE AND VALVES, THE EXISTING PIPES TO BE CAPPED.
- ⑧ EXISTING MANHOLE TO BE MODIFIED, REFER TO SITE PLAN FOR MORE INFORMATION.
- ⑨ IF ANY PAVEMENT AND/OR CONCRETE EXISTS IN CONSTRUCTION AREA CONTRACTOR IS TO SAW CUT AND REMOVE EXISTING CONCRETE/ASPHALT AS REQUIRED.
- ⑩ ABANDON EXISTING SEWER PIPE.
- ⑪ CONTRACTOR TO PLACE PCC PLUG (MIN. 3' INTO PIPE) IN EXISTING PIPE AT MANHOLE CONNECTION.

1 OWNER WILL DECIDE ABOUT THIS PORTION OF EXISTING SEWER PIPE UP TO EXISTING NW SEWER MH EITHER TO REMOVE AND REPLACE IT OR LEAVE IT, AFTER LOOKING AT EXISTING PIPE CONDITION DURING DEMOLITION. SEE SITE PLAN FOR MORE INFORMATION.



Know what's **below**.
Call before you dig

[illegible]

DATE	SPRINGER, A. SUPINGER PROJECT ENGINEER	R.C.E. 75009



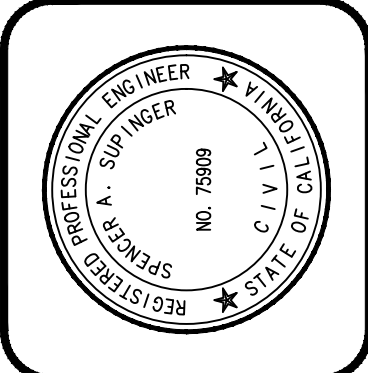
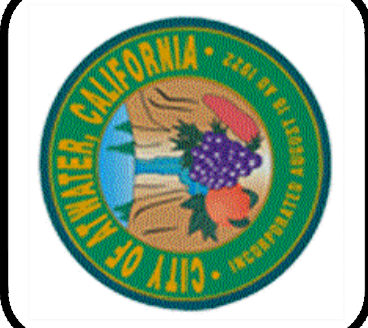
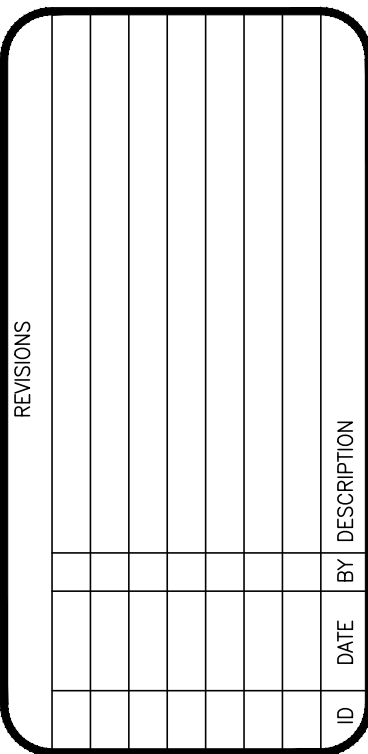
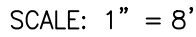
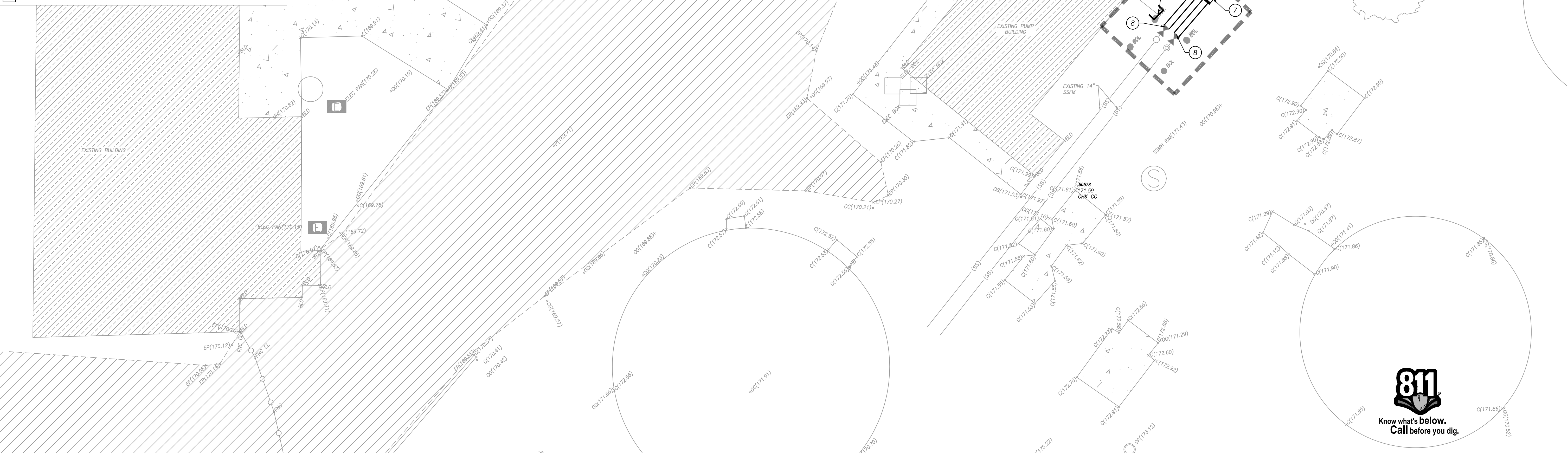
CITY OF ATWATER
750 BELLEVUE ROAD
ATWATER, CA 95301
(209) 357 - 6342

**CASTLE SEWER LIFT STATION
REHABILITATION/REPLACEMENT
DEMOLITION PLAN**

PROJECT NO.: 220319
DRAWN BY: IN
QA/QC BY: SAS
SCALE: AS SHOWN
SHEET NO.: 3 OF 9

- (1) INSTALL NEW BASE-MOUNTED PUMP STATION WITH THREE SELF-PRIMING PUMPS ON SKID. SEE DETAIL 'A' ON SHEET 5. SHALL BE GORMAN RUPP OR APPROVED EQUAL.
- (2) INSTALL NEW SHELTER (FROM GORMAN RUPP OR APPROVED EQUAL) PER DETAIL 'A' SHOWN ON SHEET 5.
- (3) INSTALL NEW HORIZONTAL 12" X 12" TEE AND 12" GATE VALVE ON THE NORTH & SOUTH LEGS AND IN THE EAST LEG WITH 90 DEGREE VERTICAL BEND. SEE DETAIL 'B' ON SHEET 5.
- (4) INSTALL NEW 5' WET WELL, SEE DETAIL 'C' ON SHEET 5. WET WELL TO BE EPOXY COATED AS PER TECHNICAL SPECIFICATIONS.
- (5) INSTALL UNDERGROUND NEW 12" D.I.P DISCHARGE LINE, WRAP ALL BURIED D.I.PIPES, FITTINGS, AND COUPLINGS WITH CHRISTY'S 10 MIL TAPE.
- (6) INSTALL UNDERGROUND 8" D.I.P SUCTION LINE, WRAP ALL BURIED D.I.PIPES, FITTINGS, AND COUPLINGS WITH CHRISTY'S 10 MIL TAPE.
- (7) INSTALL NEW 12" GATE VALVE WITH CHRISTY GS BOX SEE DETAIL C ON SHEET 6, SET CHRISTY BOX 2' HIGHER THAN FINISH GRADE.
- (8) CONNECT NEW 12" DISCHARGE TO EXISTING 12" VALVES, SEE DETAILS E & F ON SHEET 6.
- (9) NEW CONCRETE PAVEMENT AROUND NEW CONCRETE PAD, SHALL BE 6" CONCRETE WITH #4 BARS @ 24" O.C.E.W. OVER 6" CLASS II A.B. @ 90% R.C.
- (10) INSTALL 1" WATER SERVICE AND HOSE BIB, CONNECT TO EXISTING 1" WATER SERVICE, PIPE SHALL BE 1" TYPE K COPPER, TO BE COVERED MIN. 30" BELOW GROUND.
- (11) NEW RAISED CONCRETE PAD (3,000 PSI CONCRETE) 10" MINIMUM THICKNESS WITH #4 BAR AT 24" O.C. TO EXTEND 6" BEYOND DIMENSIONS OF PUMPS SHELTER. CONTRACTOR SHALL PAINT OUTER TOP EDGE OF PAD WITH SAFETY YELLOW PAINT.
- (12) CONTRACTOR TO INSTALL NEW OLDCASTLE PRECAST 6'8"x14' MV CONCORD-1 METER VAULT(MODEL 68-MV) OR APPROVED EQUAL.
- (13) CONTRACTOR TO INSTALL AREA LIGHT. SEE ELECTRICAL SHEETS.
- (14) CAP EXISTING PIPES TO THE SOUTH OF THE REMOVED MANHOLE.
- (15) MODIFY EXISTING SEWER MANHOLE AND INSTALL NEW PUMPS (2) IN MODIFIED MH PER DETAILS A & B ON SHEET 6.
- (16) INSTALL 2" DUCTILE IRON PIPE, WRAP ALL BURIED D.I.P WITH CHRISTY'S 10 MIL TAPE.
- (17) INSTALL 2" 45' HORIZONTAL ELL AND A 2" WYE, INSTALL THRUST BLOCK PER CITY STANDARD W-4, SEE SHEET 6.
- (18) INSTALL NEW OLDCASTLE PRECAST 6'x4'x8" METER VAULT (MODEL 48-MV) OR APPROVED EQUAL FOR ELECTROMAGNETIC FLOW METER, OR APPROVED EQUAL. SEE DETAIL D ON SHEET 6.
- (19) INSTALL 2" TOSHIBA MOUNT ANYWHERE ELECTROMAGNETIC FLOW METER MODEL LF 654, SEE DETAIL D ON SHEET 6.
- (20) INSTALL 2" 90' HORIZONTAL ELL, INSTALL THRUST BLOCK PER CITY STANDARD W-4, SEE SHEET 6.
- (21) INSTALL (2) 2" RESTRAINED MJ 90' VERTICAL ELL.
- (22) INSTALL 18" PVC OVERFLOW PIPE.
- (23) CAP EXISTING PIPES.
- (24) INSTALL DROP BOWL AND DROP PIPE TO EXISTING SEWER MANHOLE PER DETAIL G ON SHEET 6.
- (25) CONTRACTOR TO INSTALL OLDCASTLE PRECAST 6'x14' METER PIT (MODEL MP6X14X6), OR APPROVED EQUAL. SEE DETAIL D ON SHEET 5.
- (26) INSTALL 12" TOSHIBA MOUNT ANYWHERE ELECTROMAGNETIC FLOW METER MODEL LF 654 WITH REQUIRED PIPE AND FITTINGS. SEE DETAIL D ON SHEET 5.
- (27) MANHOLE COVER.

1 REMOVE AND REPLACE 25 LF OF 18" PVC SDR35 PIPE.



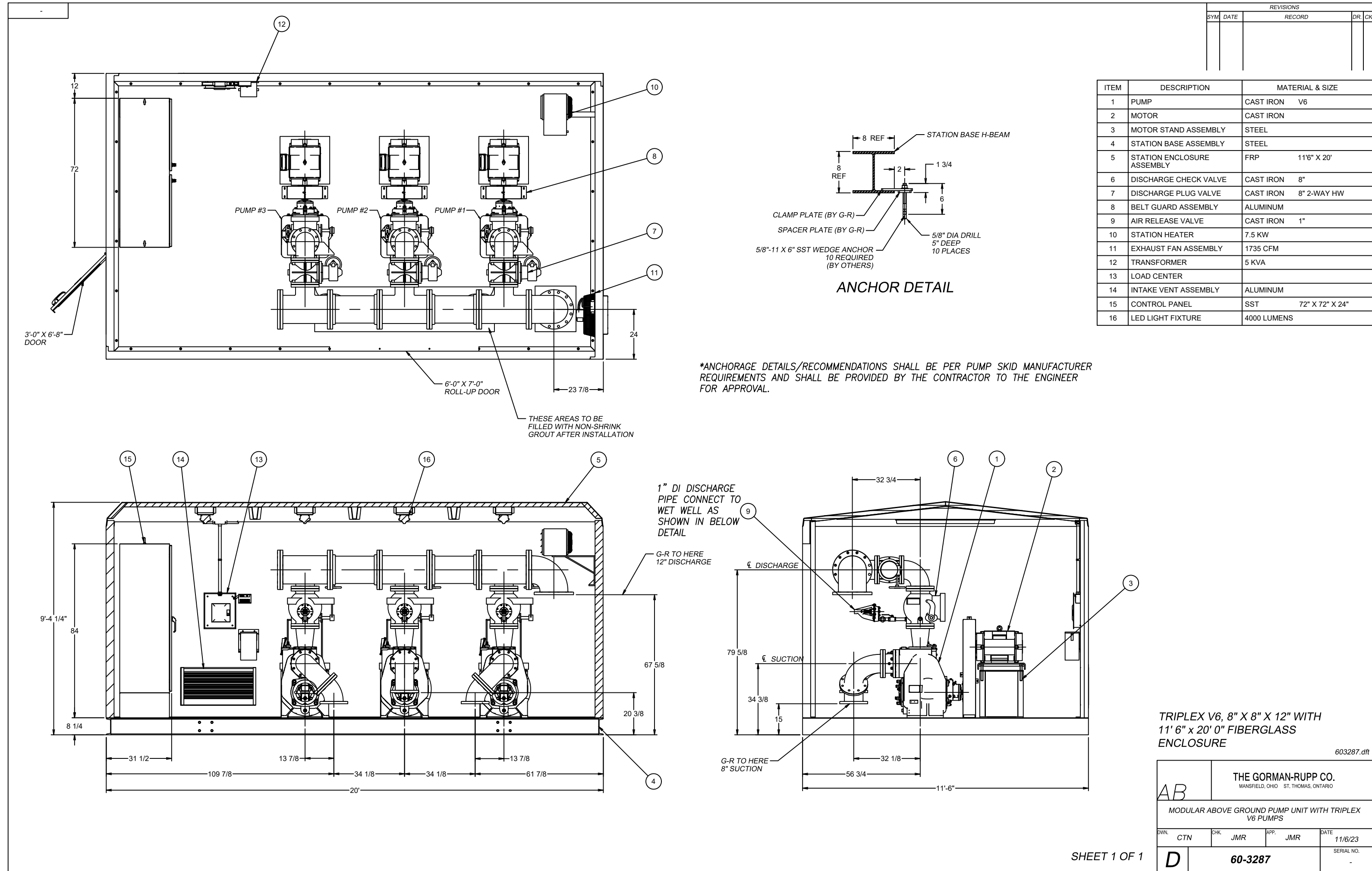
DATE	SPENCER A. SUPINGER	R.C.E. 75909



CITY OF ATWATER
750 BELLEVUE ROAD
ATWATER, CA 95301
(209) 357 - 6342

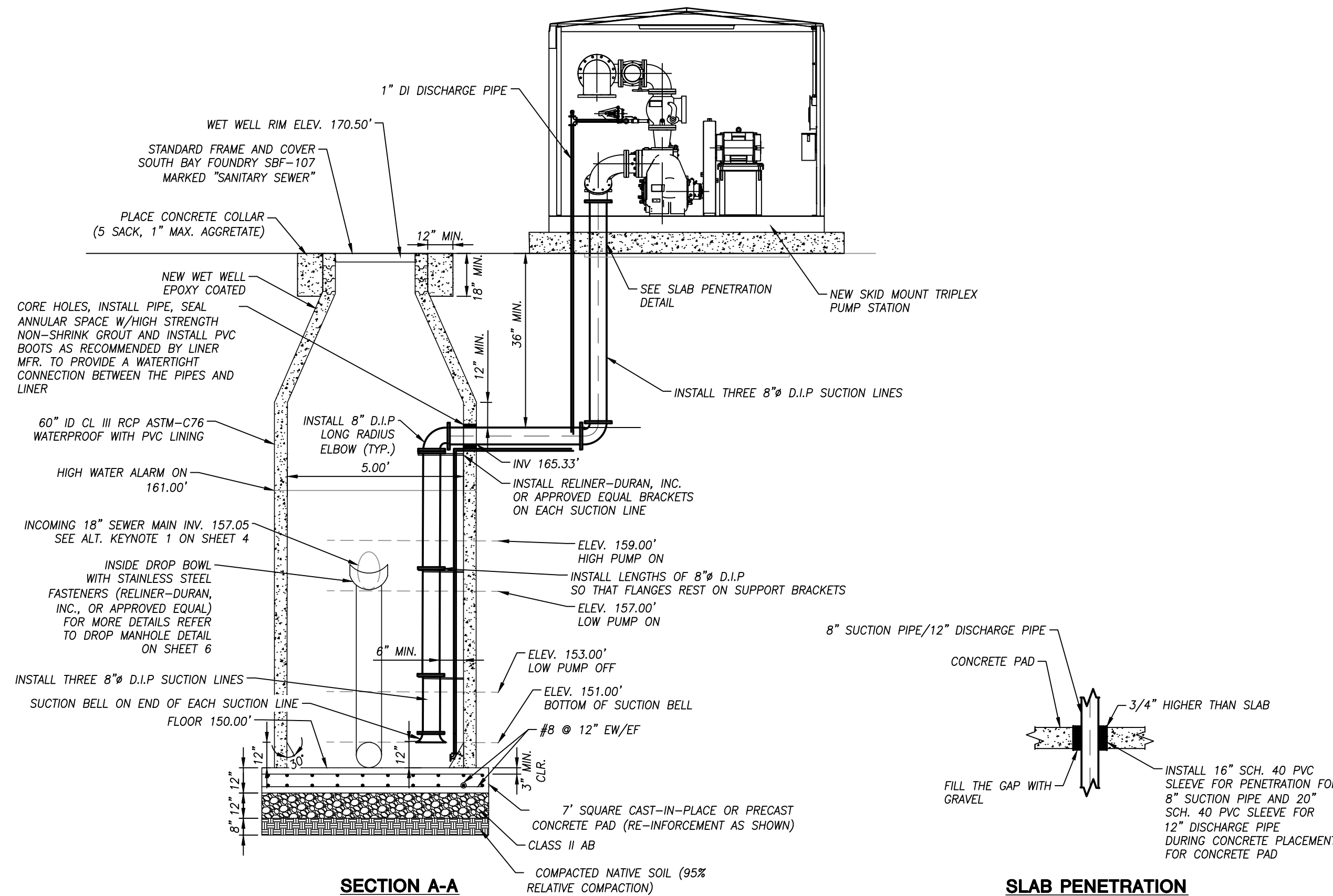
**CASTLE SEWER LIFT STATION
REHABILITATION/REPLACEMENT
SITE PLAN**

PROJECT NO.: 220319
DRAWN BY: IN
QA/QC BY: SAS
SCALE: AS SHOWN
SHEET NO.: 4 OF 9



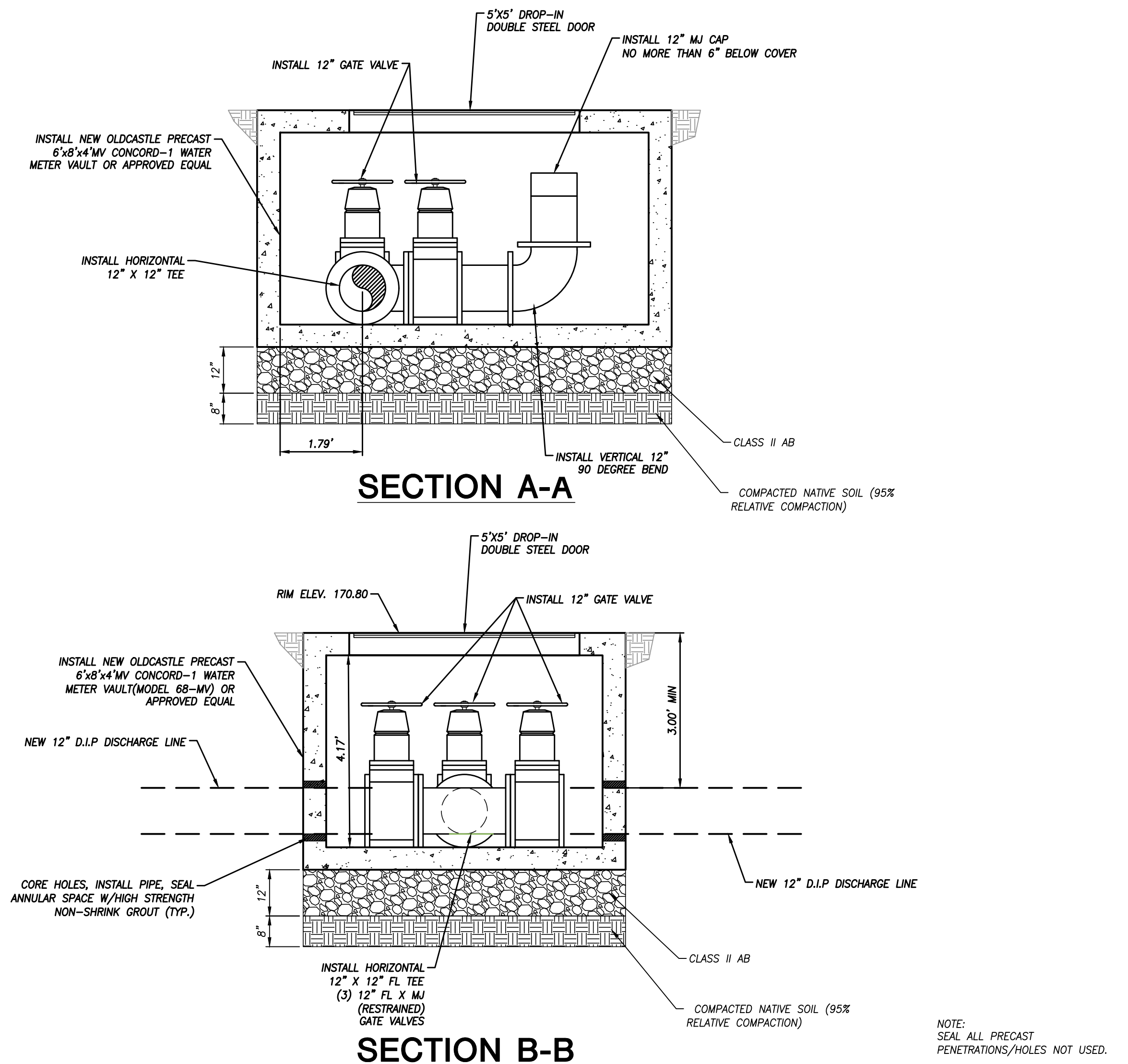
A TRIPLEX PUMP UNIT & SHELTER

NTS



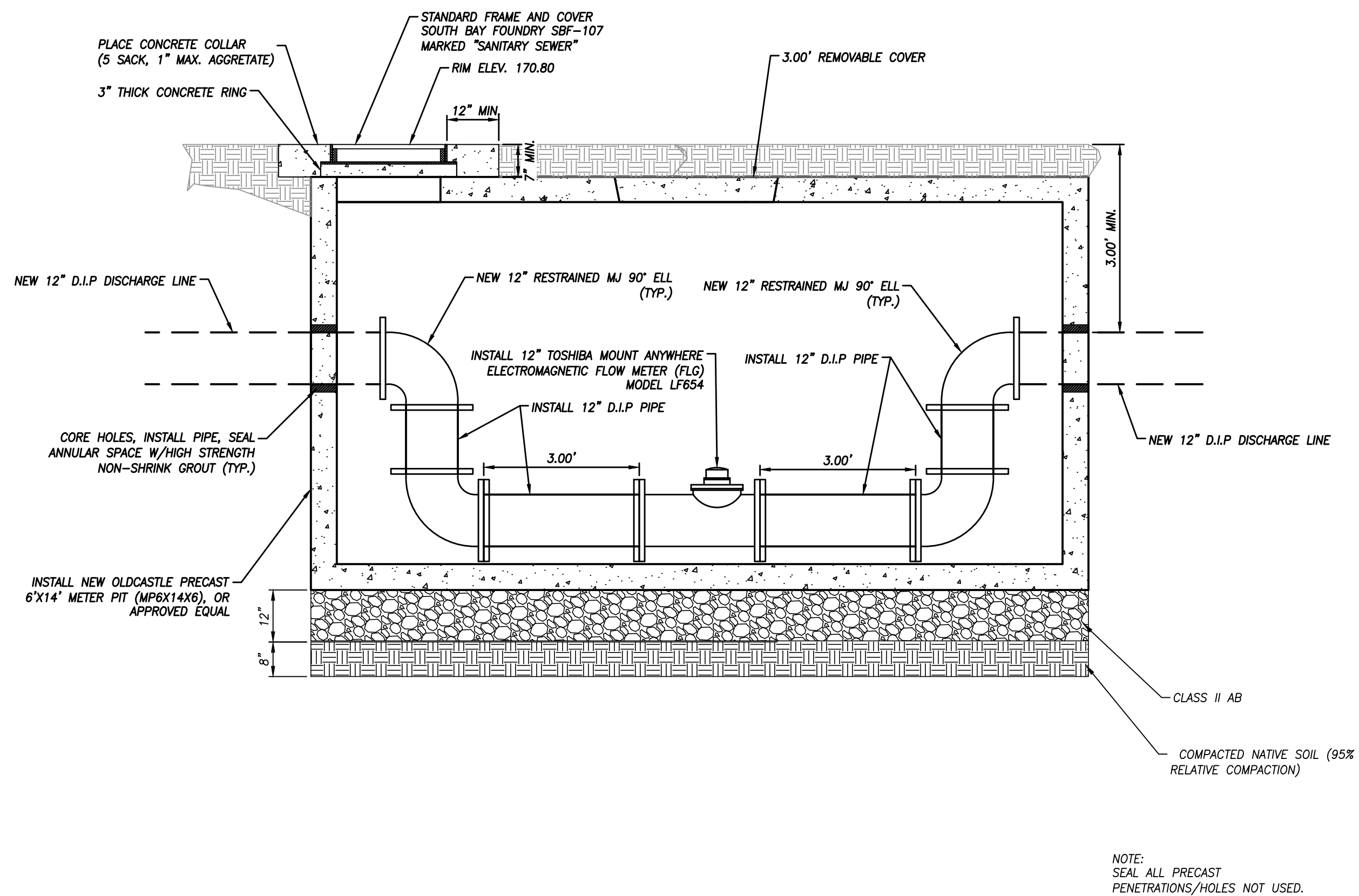
C WET WELL CONSTRUCTION

NTS



B VALVE VAULT

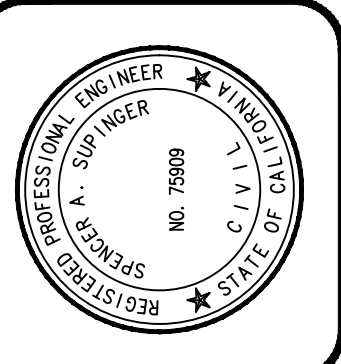
NTS



D 12" FLOW METER BOX

NTS

REVISIONS	DATE	BY	DESCRIPTION



DATE	ENGINEER	R.C.E. 7/9/09
	SUPERVISOR	
	PROJECT ENGINEER	

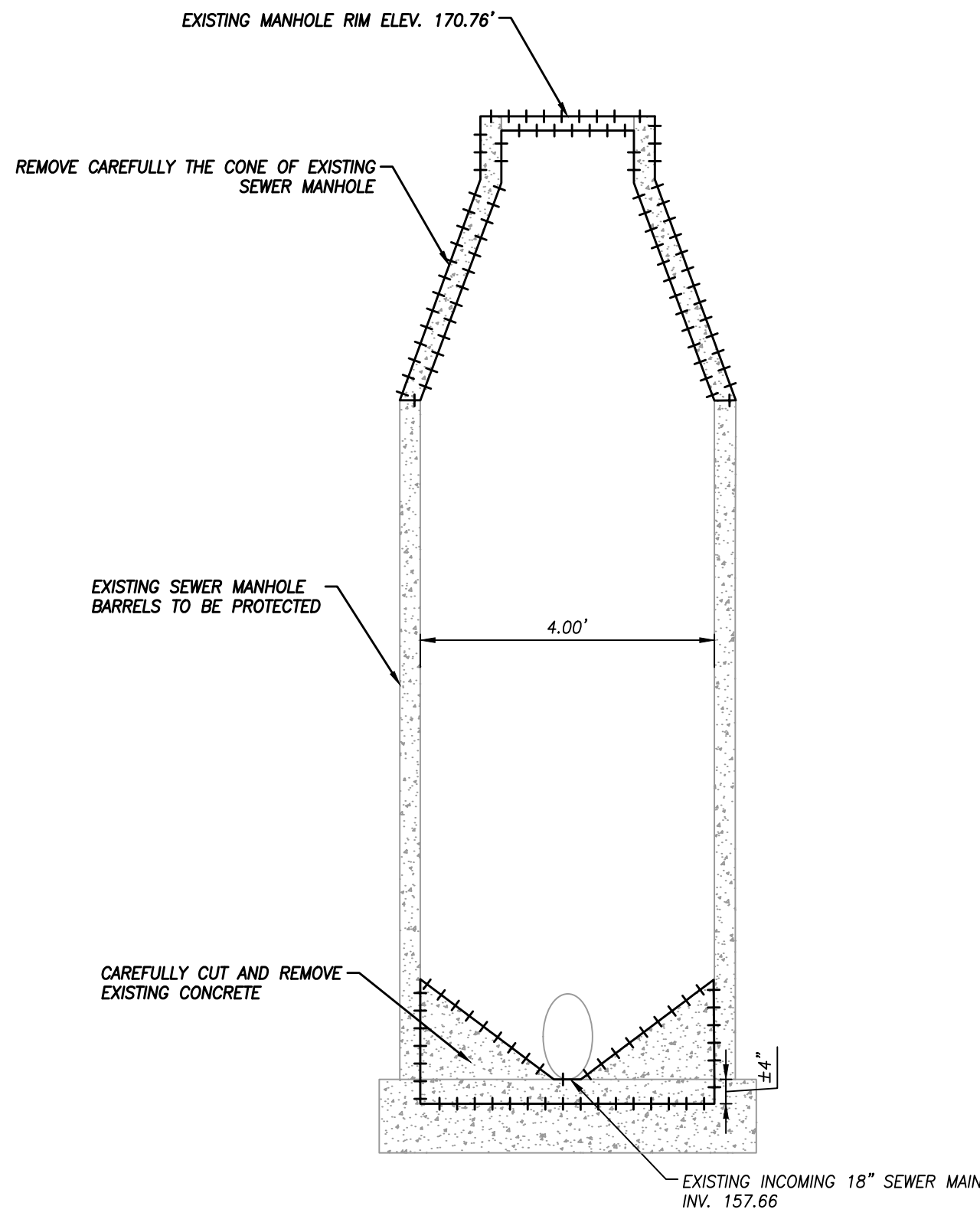


CITY OF ATWATER	PROJECT NO.: 220319
750 BELLEVUE ROAD	DRAWN BY:
ATWATER, CA 95301	IN
(209) 357-6342	QA/QC BY:
	SAS
	SCALE:
	AS SHOWN
	SHEET NO.:
	5 of 9

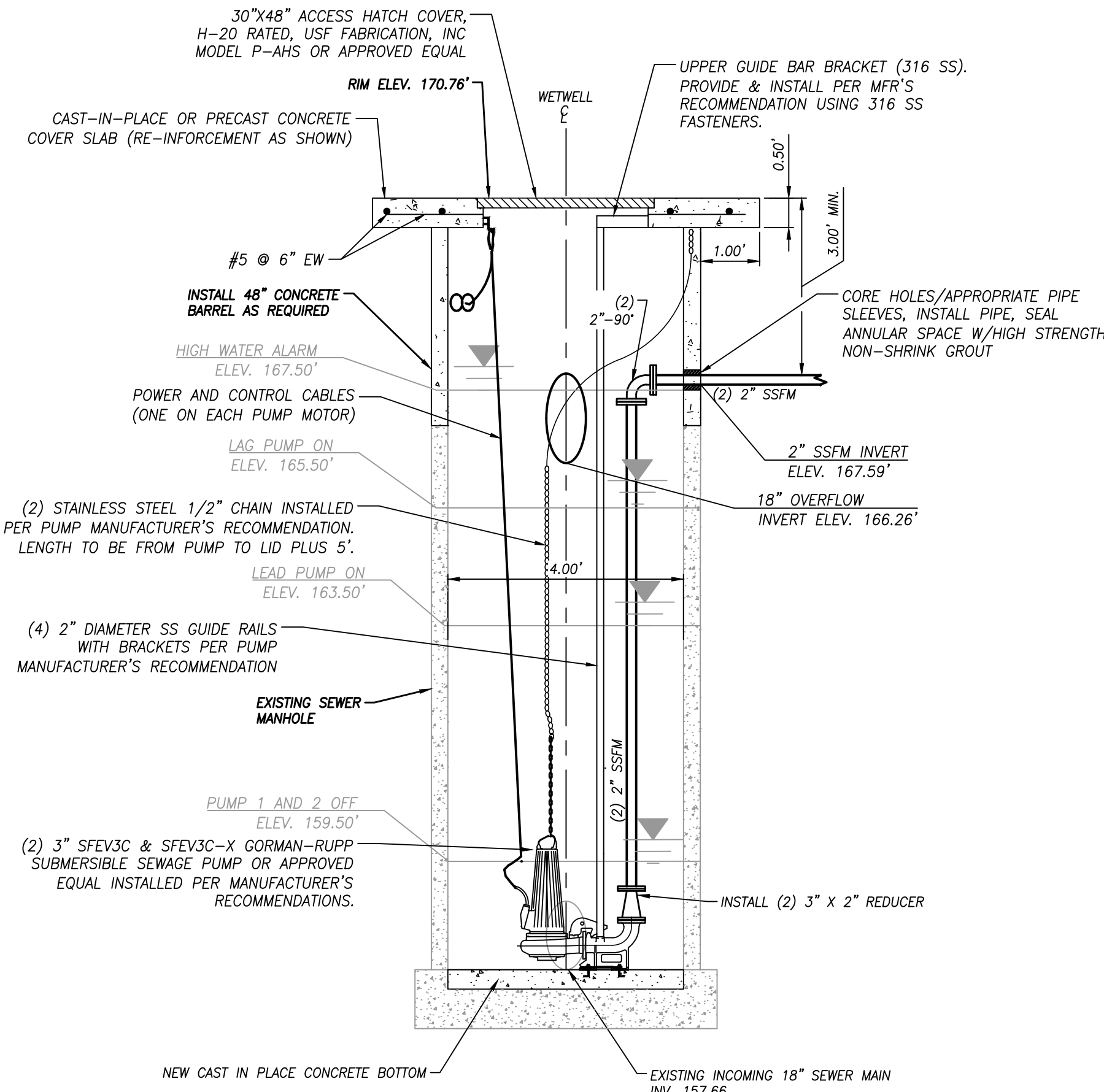
PROJECT NO.: 220319	DRAWN BY:
	IN
	QA/QC BY:
	SAS
	SCALE:
	AS SHOWN
	SHEET NO.:
	5 of 9

DEMOLITION LEGEND

+++++ EXTENTS OF REMOVAL OF OBJECT



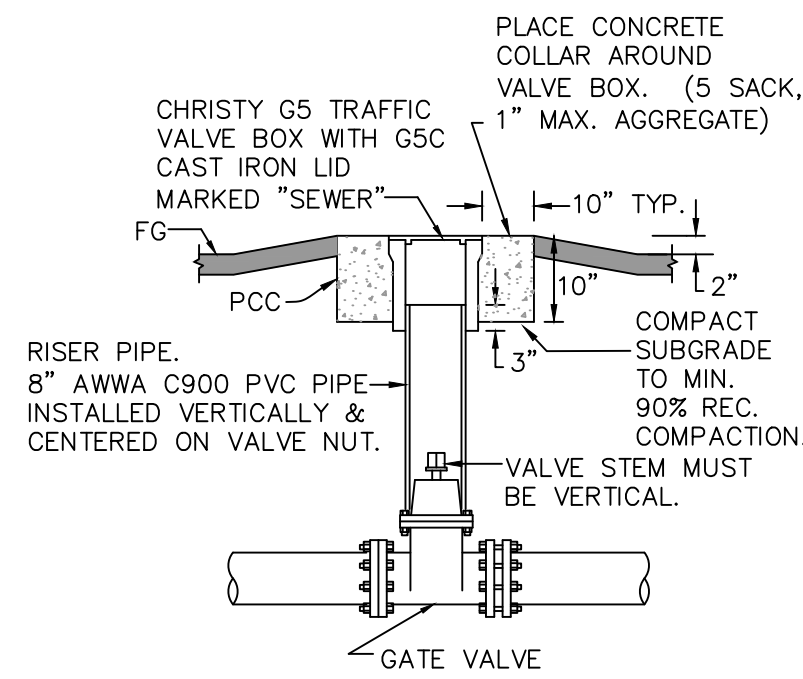
A EXISTING MANHOLE DEMO DETAIL



B LIFT STATION DETAIL

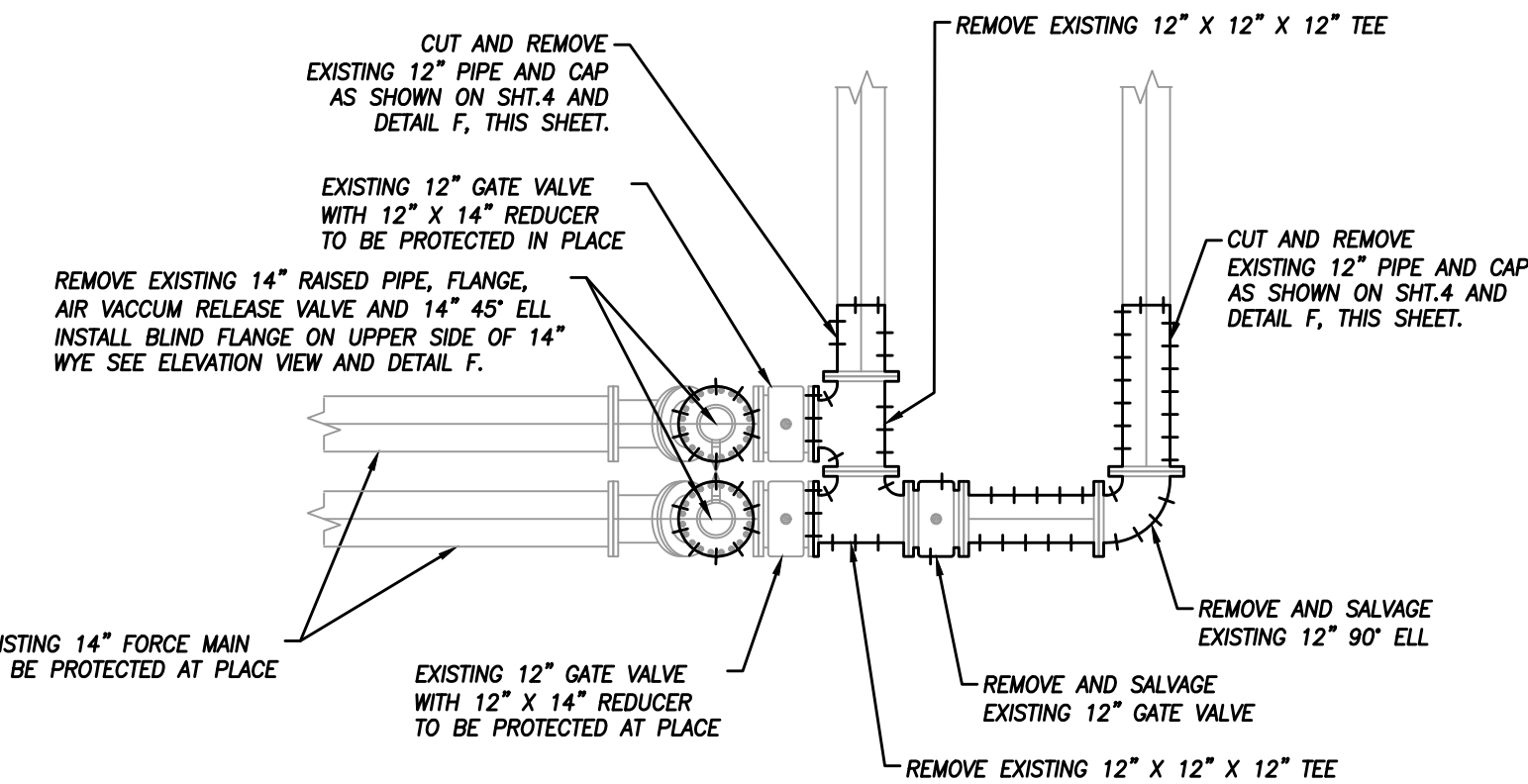
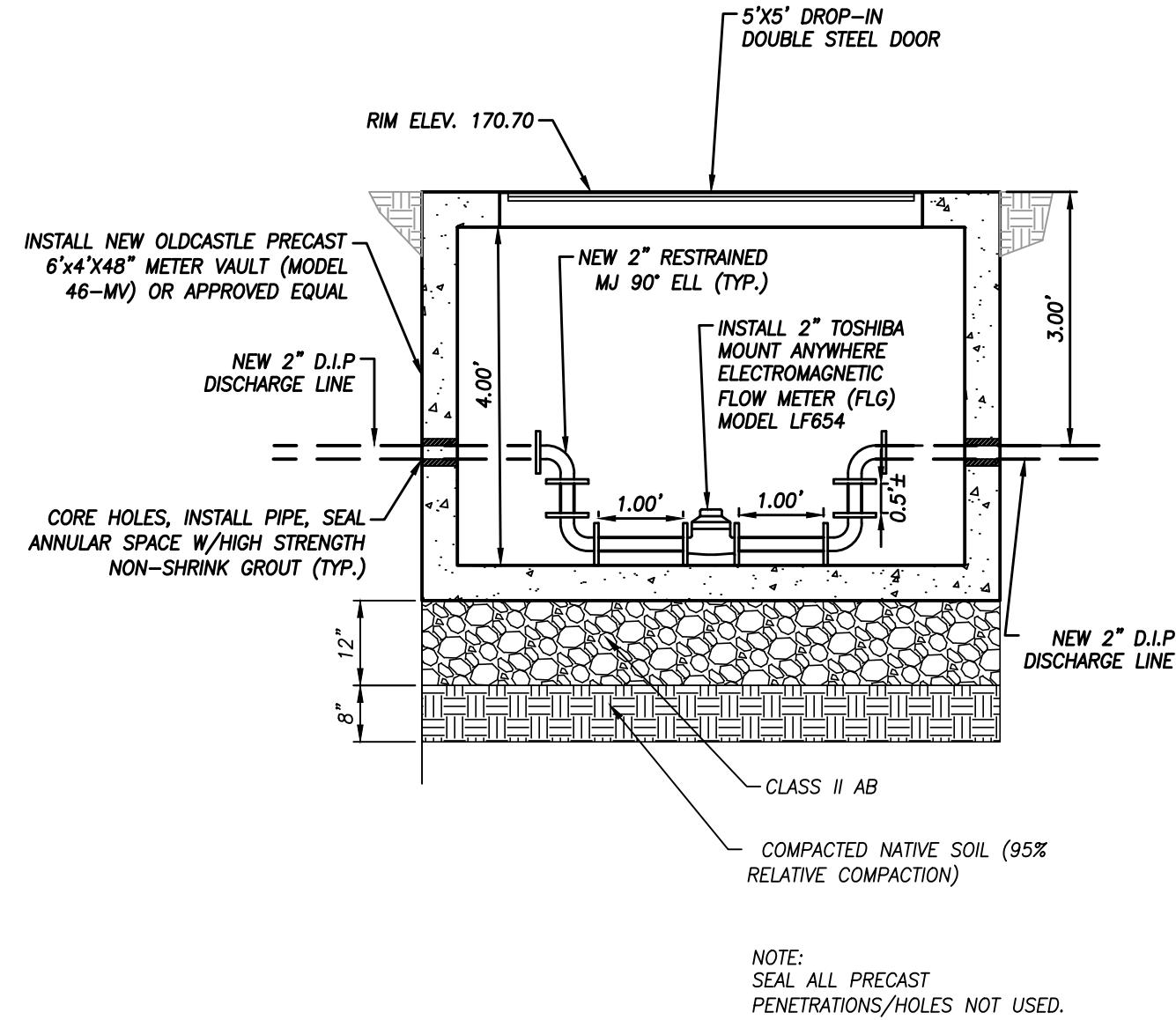
C GATE VALVE BOX

NTS

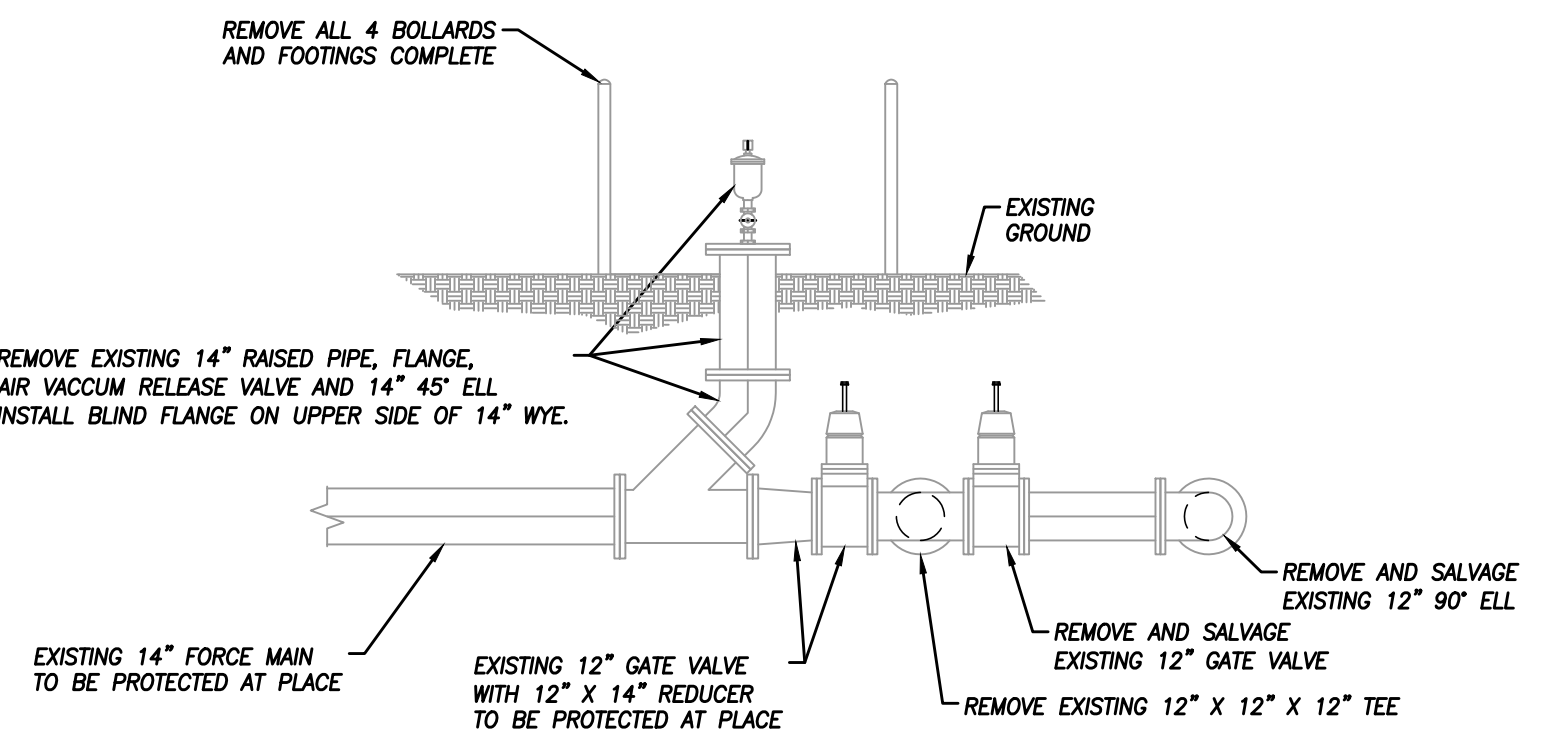


D 2\"/>

NTS



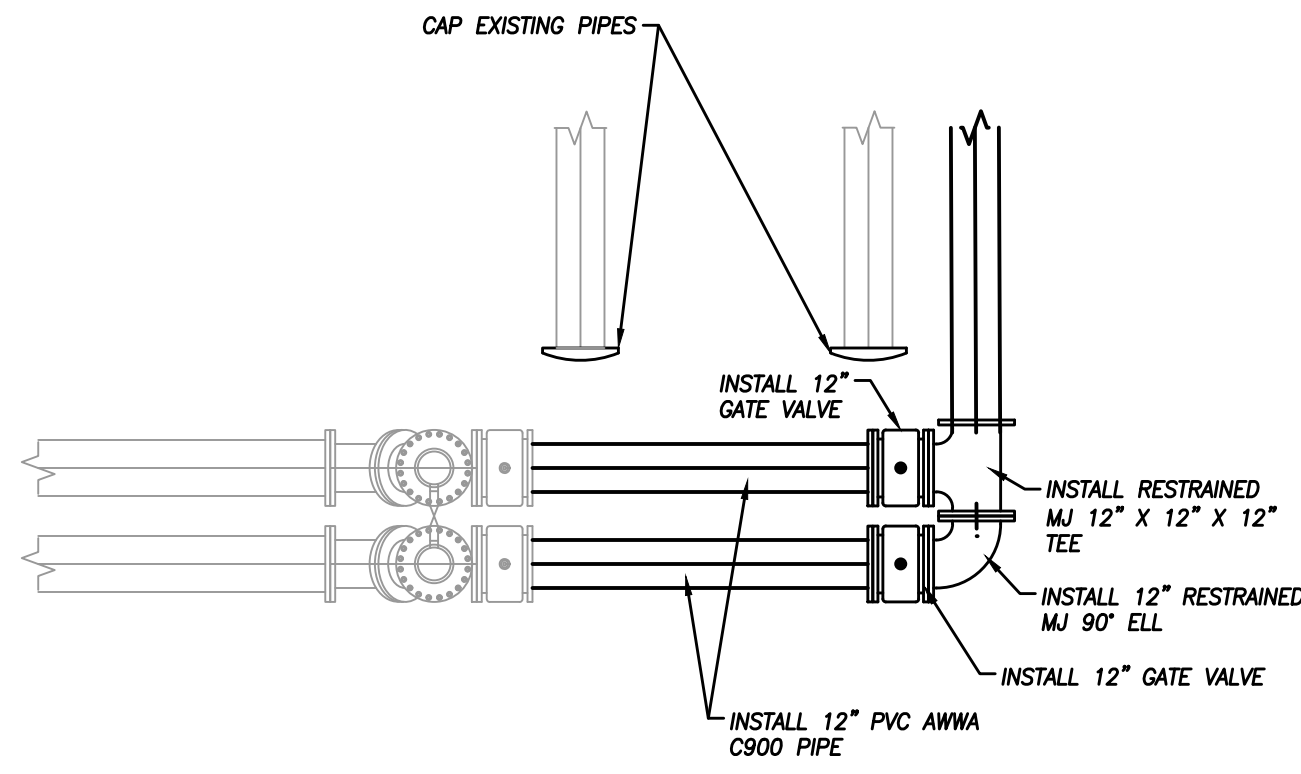
PLAN VIEW



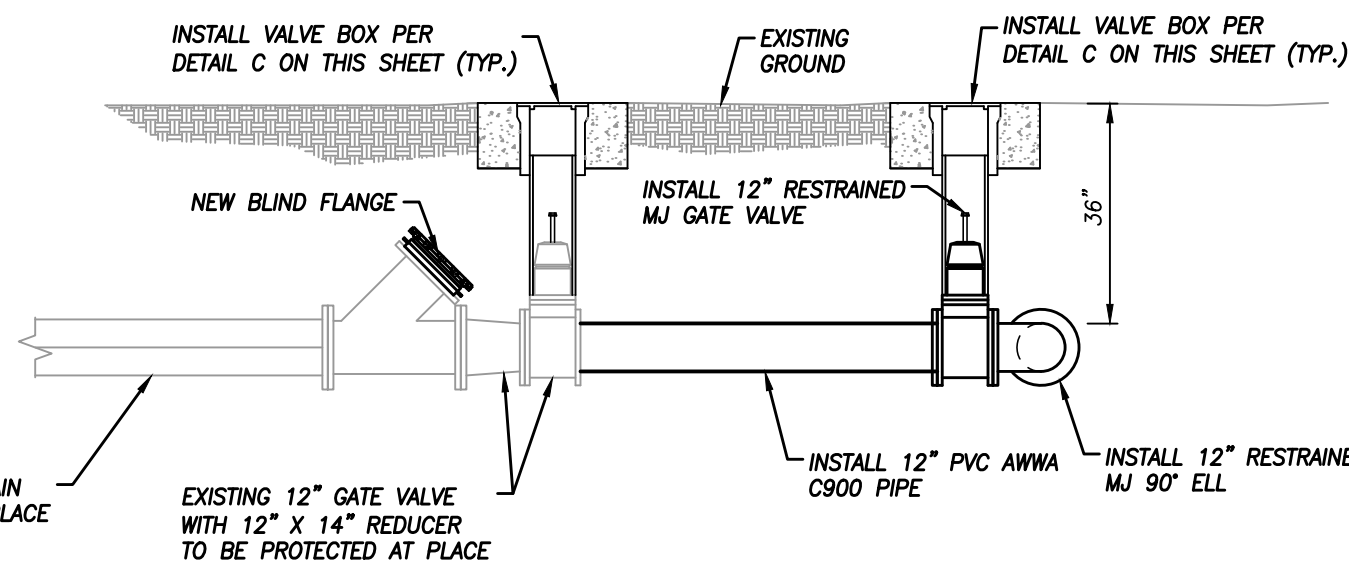
ELEVATION VIEW

E DEMO DETAIL

NTS



PLAN VIEW



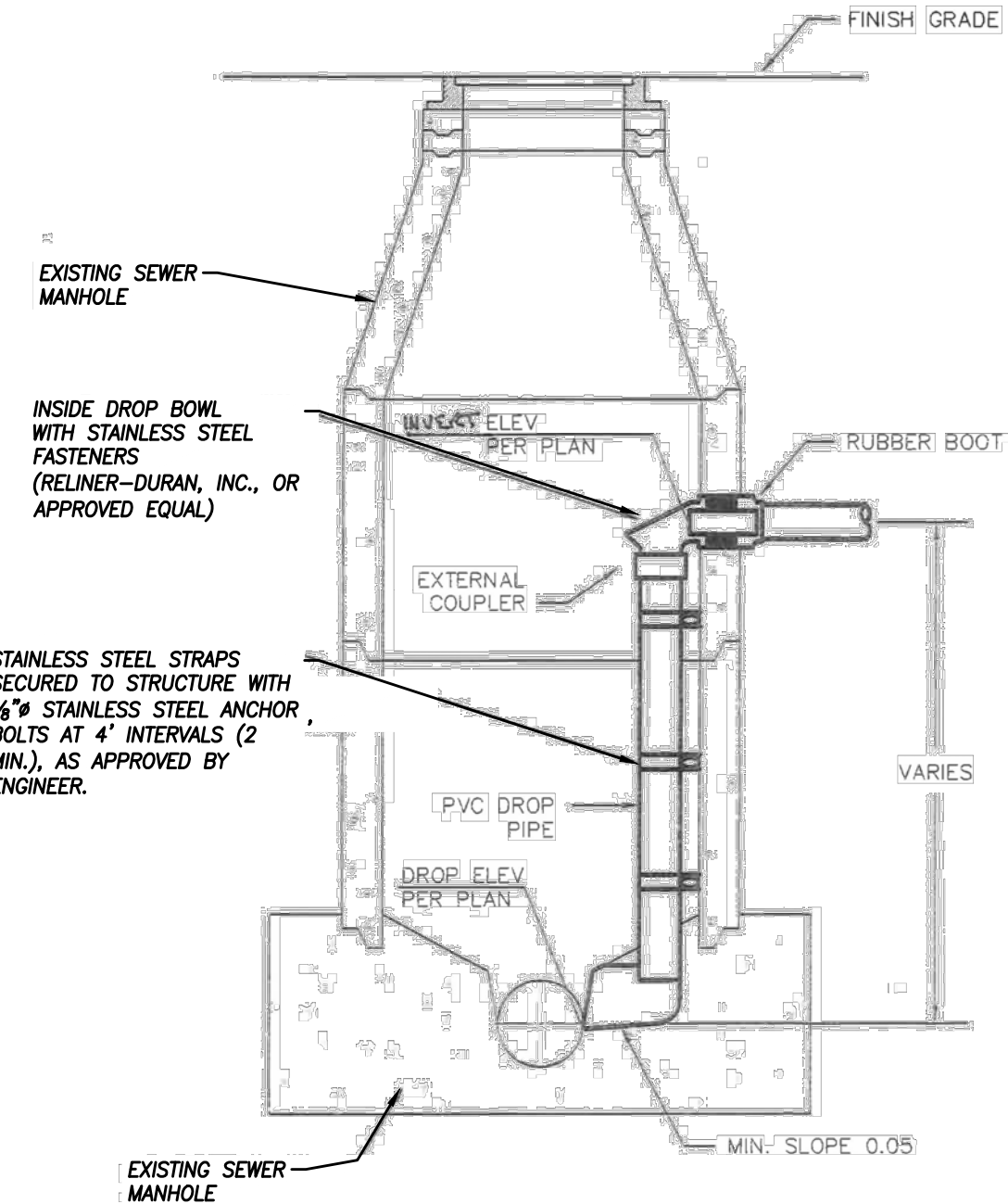
ELEVATION VIEW

F MODIFIED DETAIL

NTS

C GATE VALVE BOX

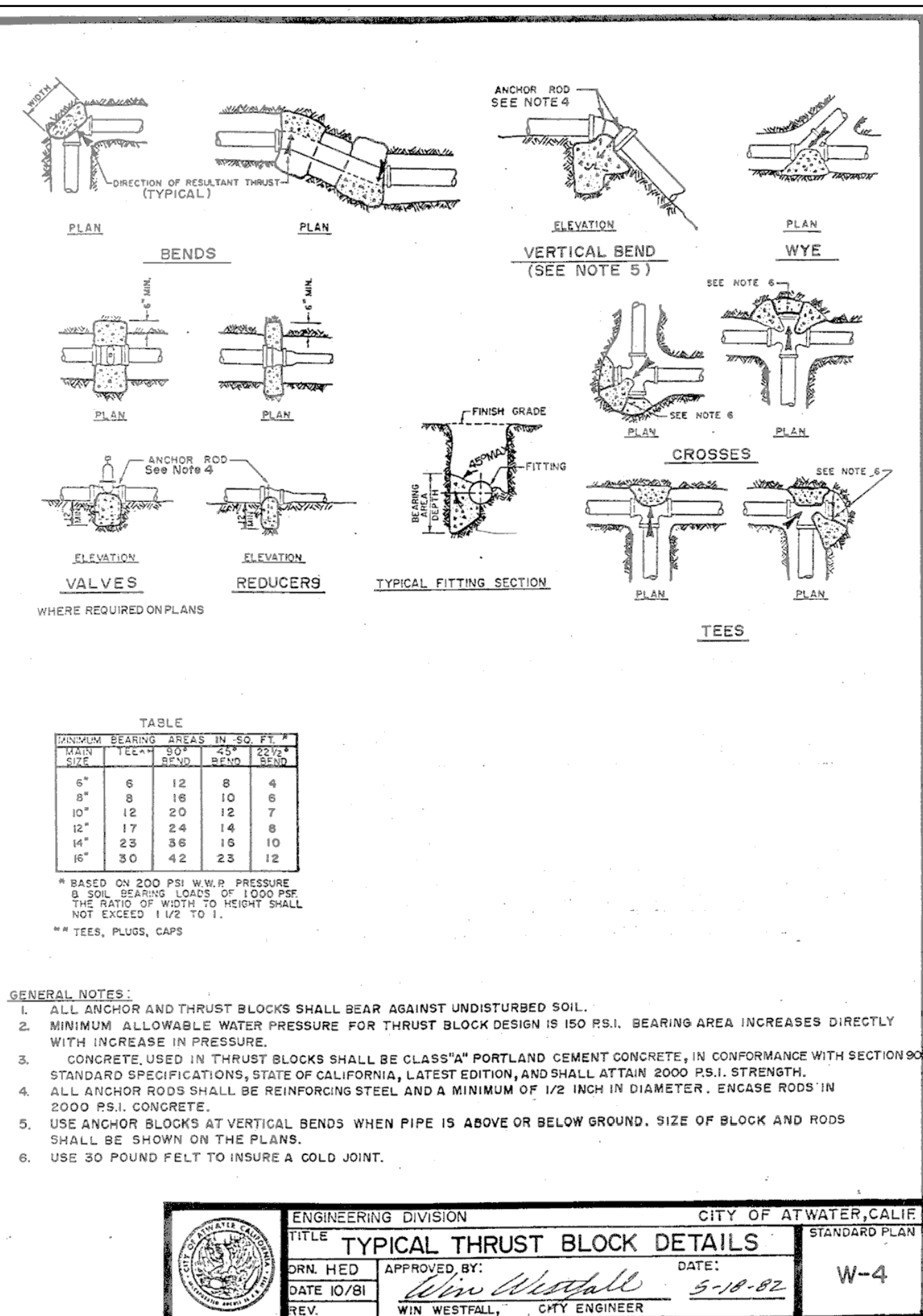
NTS



NOTE: INSTALL UPPER SEWER PIPE, DROP BOWL AND DROP PIPE IN ACCORDANCE WITH THE DROP BOWL MANUFACTURER'S RECOMMENDATIONS.

G DROP MANHOLE DETAIL

NTS



ENGINEERING DIVISION	CITY OF AT WATER, CALIF.
TITLE	TYPICAL THRUST BLOCK DETAILS
DATE	5-10-02
REV.	WIN WESTALL, CITY ENGINEER
W-4	

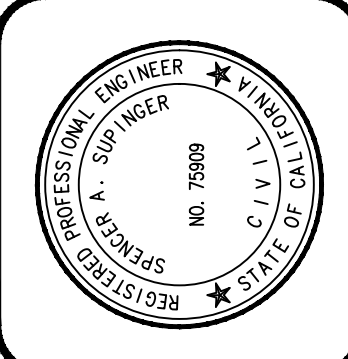
CITY OF ATWATER
750 BELLEVUE ROAD
ATWATER, CA 95301
(209) 357-6342

CASTLE SEWER LIFT STATION
REHABILITATION/REPLACEMENT
DETAILS -2

PROJECT NO.: 220319
DRAWN BY: IN
QA/QC BY: SAS
SCALE: AS SHOWN
SHEET NO.: 6 of 9



DATE	5/10/02	R.C.E. 75909
SERVICES & SUPERVISOR	PROJECT ENGINEER	



REVISIONS	DATE	BY	DESCRIPTION

ELECTRICAL SPECIFICATIONS

GENERAL NOTES:

1. ELECTRICAL INSTALLATION SHALL COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, INCLUDING THE FOLLOWING:
TITLE 24, CCR, PART 2, 2022 CBC
TITLE 24, CCR, PART 3, 2022 CEC
TITLE 24, CCR, PART 4, 2022 CMC
TITLE 24, CCR, PART 9, 2022 CFC
ALL APPLICABLE LOCAL CODES.

2. ELECTRICAL CONTRACTOR SHALL PROCURE AND PAY FOR ALL LICENSES, ETC. REQUIRED TO CARRY ON AND COMPLETE THE WORK. PERMIT BY OWNER.

3. PROVIDE ALL LABOR, MATERIALS, TOOLS, PLANT EQUIPMENT, TRANSPORTATION AND PERFORM ALL OPERATIONS NECESSARY FOR ANY REASONABLE INCIDENTAL TO PROPER EXECUTION AND COMPLETION OF ALL "ELECTRICAL WORK" WHETHER SPECIFICALLY MENTIONED OR NOT; ALL AS INDICATED, SPECIFIED HEREIN, AND/OR IMPLIED THEREBY TO CARRY OUT THE APPARENT INTENT THEREOF.

4. ALL ELECTRICAL MATERIALS SHALL BE NEW AND LISTED WITH THE UNDERWRITERS' LABORATORIES, INC.. SHALL MEET THEIR REQUIREMENTS AND SHALL BEAR THEIR LABEL WHEREVER STANDARDS HAVE BEEN ESTABLISHED AND LABEL SERVICE IS REGULARLY FURNISHED BY THAT AGENCY.

5. ELECTRICAL DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC AND ALTHOUGH THE SIZE AND LOCATIONS OF EQUIPMENT ARE SHOWN TO SCALE WHEREVER POSSIBLE, CONTRACTOR SHALL MAKE USE OF ALL DATA IN ALL CONTRACT DOCUMENTS AND VERIFY THIS INFORMATION AT THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR LAYING OUT AND INSTALLING HIS WORK TO AVOID INTERFERENCE WITH OTHER TRADES.

6. CONDUCTORS SHALL BE COPPER CONDUCTORS TYPE THWN UNLESS OTHERWISE NOTED OR REQUIRED BY CODE.

7. ALL LUMINAIRES AND BALLASTS SHALL BE CERTIFIED BY THE MANUFACTURER TO THE CALIFORNIA ENERGY COMMISSION.

NAMEPLATES & IDENTIFICATION:

INSTALL ENGRAVED NAMEPLATES FOR EACH PANELBOARD, CABINET, DISCONNECT, ETC. NAMEPLATES SHALL BE SECURELY FASTENED TO THE EQUIPMENT WITH #4 PHILLIPS ROUND HEAD CADMIUM PLATED SELF-TAPPING SCREWS, BRASS BOLT, OR WITH A PLASTIC RESIN ADHESIVE GLUE, GOODYEAR "PLIEBOND" OR EQUAL.

WIRING METHODS:

1. ALL WIRING SHALL BE INSTALLED IN STEEL CONDUITS, CONCEALED IN WALL AND CEILING U.O.N.

2. MINIMUM CONDUIT SIZE SHALL BE 1/2". MINIMUM ACCEPTABLE CONDUITS ARE
A. GALVANIZED RIGID STEEL.
B. GALVANIZED STEEL EMT.
C. LIQUID TIGHT STEEL FLEX - FOR FINAL CONNECTION TO OUTDOOR EQUIPMENT.
D. FLEXIBLE STEEL CONDUIT - FOR INDOOR FINAL CONNECTIONS TO MECHANICAL EQUIPMENT (NOT TO EXCEED 36").
E. PVC CONDUIT SCHEDULE 40, UNDERGROUND.

3. NMC CABLING SYSTEMS ARE NOT ALLOWED IN THIS BUILDING.

4. MC CABLING SYSTEMS ARE NOT ALLOWED IN THIS BUILDING.

SUPPORTS:

1. FURNISH ALL NECESSARY FOUNDATIONS, SUPPORTS, BACKING, ETC., FOR ALL ELECTRICAL ENCLOSURES, CONDUITS AND EQUIPMENT.

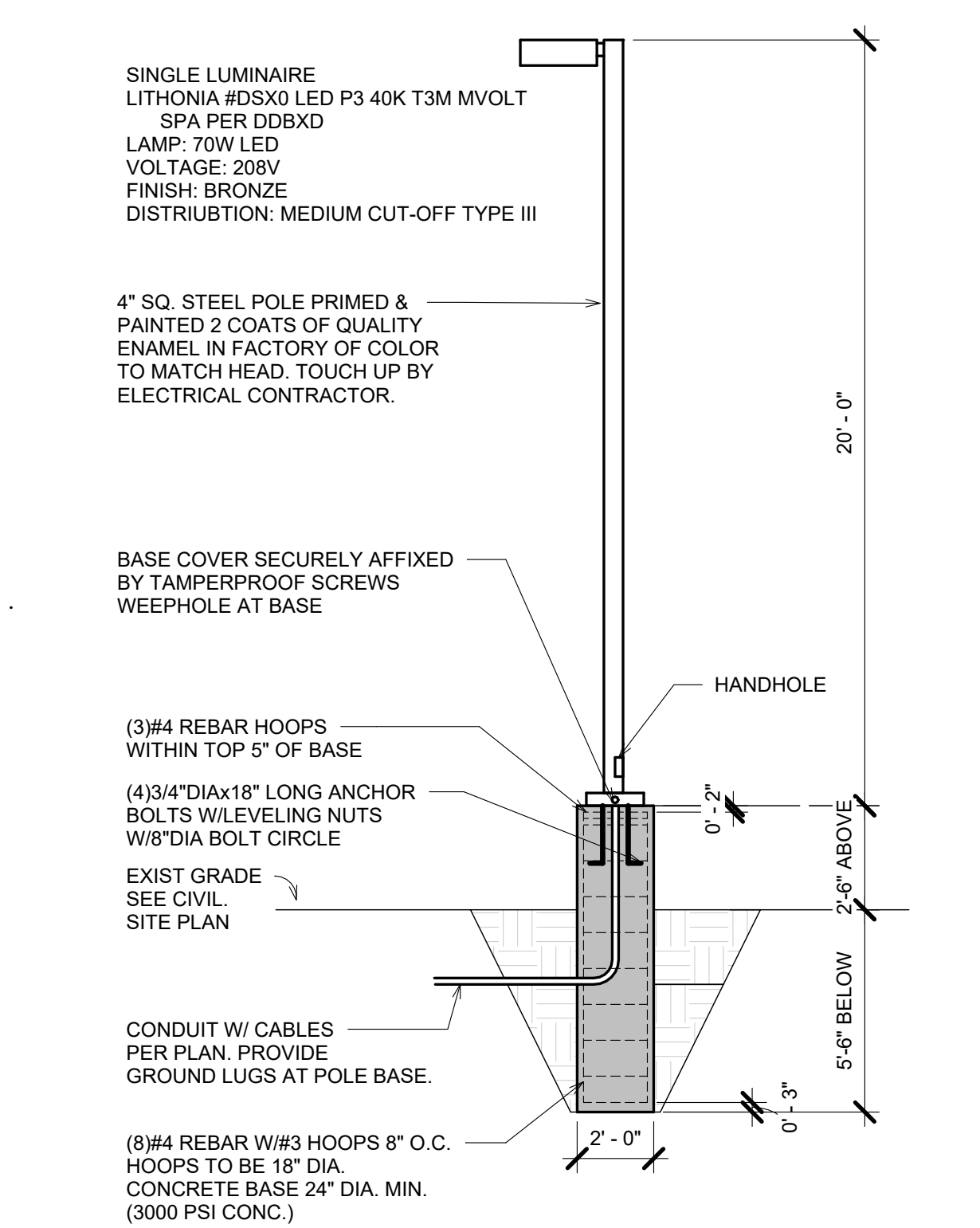
2. ATTACH ALL BOXES, CABINETS, ETC. TO WOOD WITH WOOD OR LAG SCREWS, TO METAL WITH MACHINE SCREWS OR BOLTS AND TO CONCRETE WITH EXPANSION ANCHORS AND MACHINE SCREWS OR BOLTS.

GROUNDING:

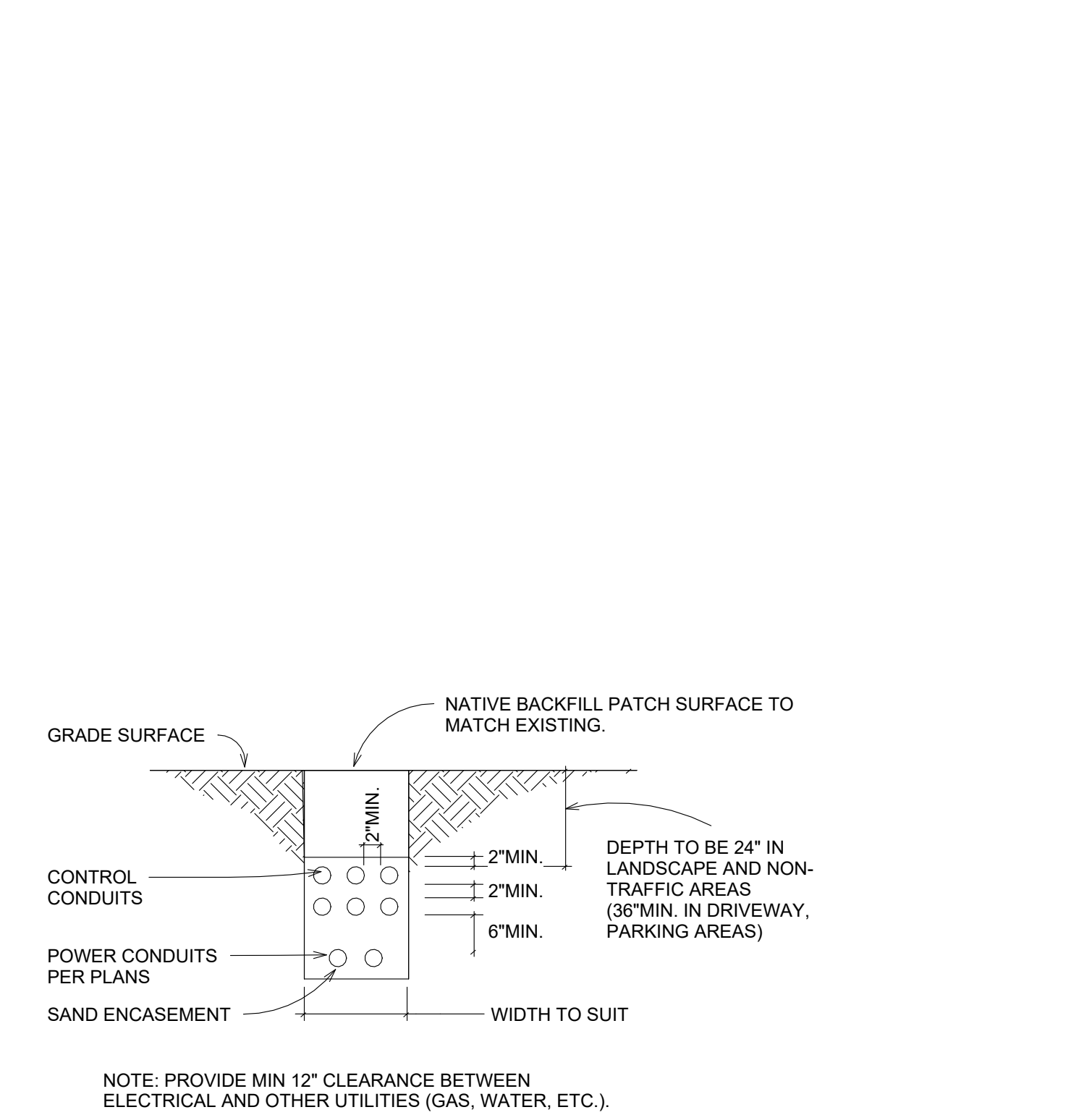
1. GROUND AND BOND ALL EQUIPMENT AS REQUIRED BY GOVERNING CODES AND SPECIFICALLY INCLUDING SWITCHBOARD, PANELBOARDS, MOTOR CASES, ETC.

TESTING:

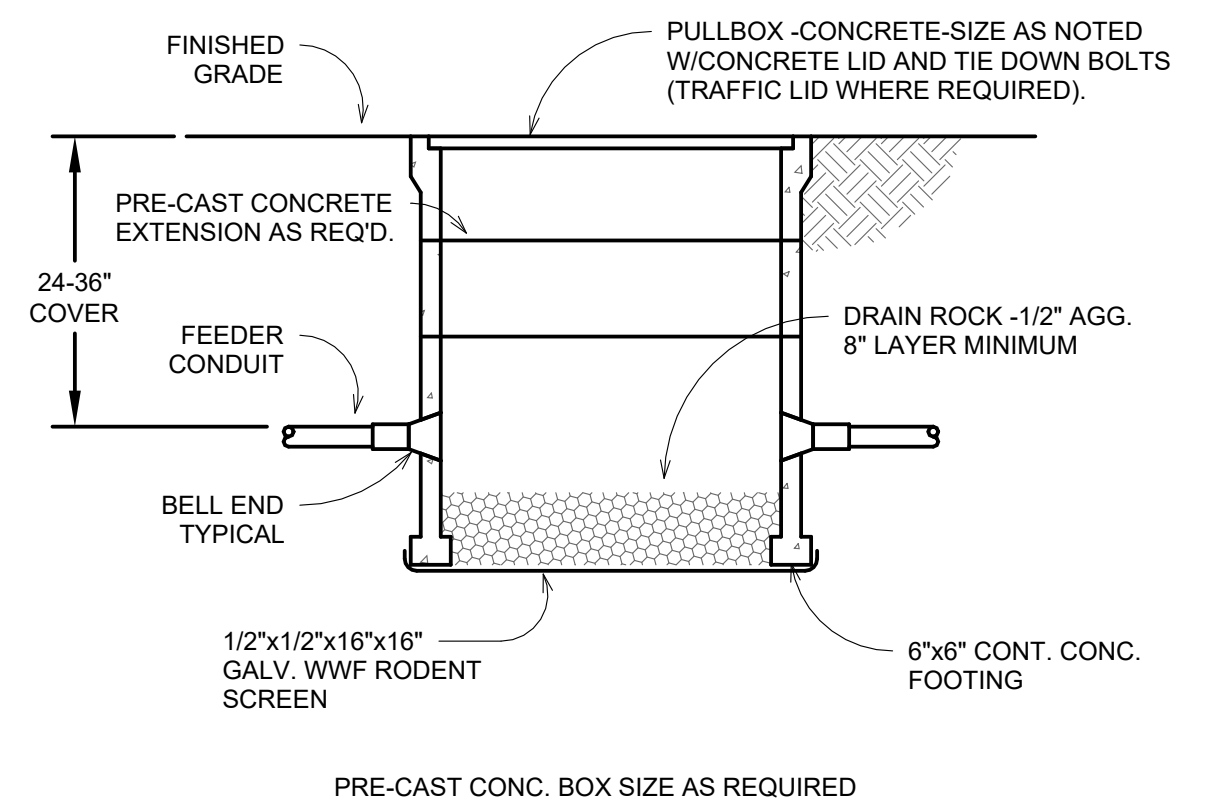
1. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE FREE FROM SHORT CIRCUITS AND IMPROPER GROUNDS. TEST ALL WIRING AND CONNECTIONS FOR CONTINUITY AND GROUNDS BEFORE ANY FIXTURES OR EQUIPMENT ARE CONNECTED AND WHETHER SUCH TESTS INDICATE FAULTY INSULATION OR OTHER DEFECTS, THEY SHALL BE LOCATED, REPAIRED AND RETESTED AT THE CONTRACTOR'S EXPENSE.



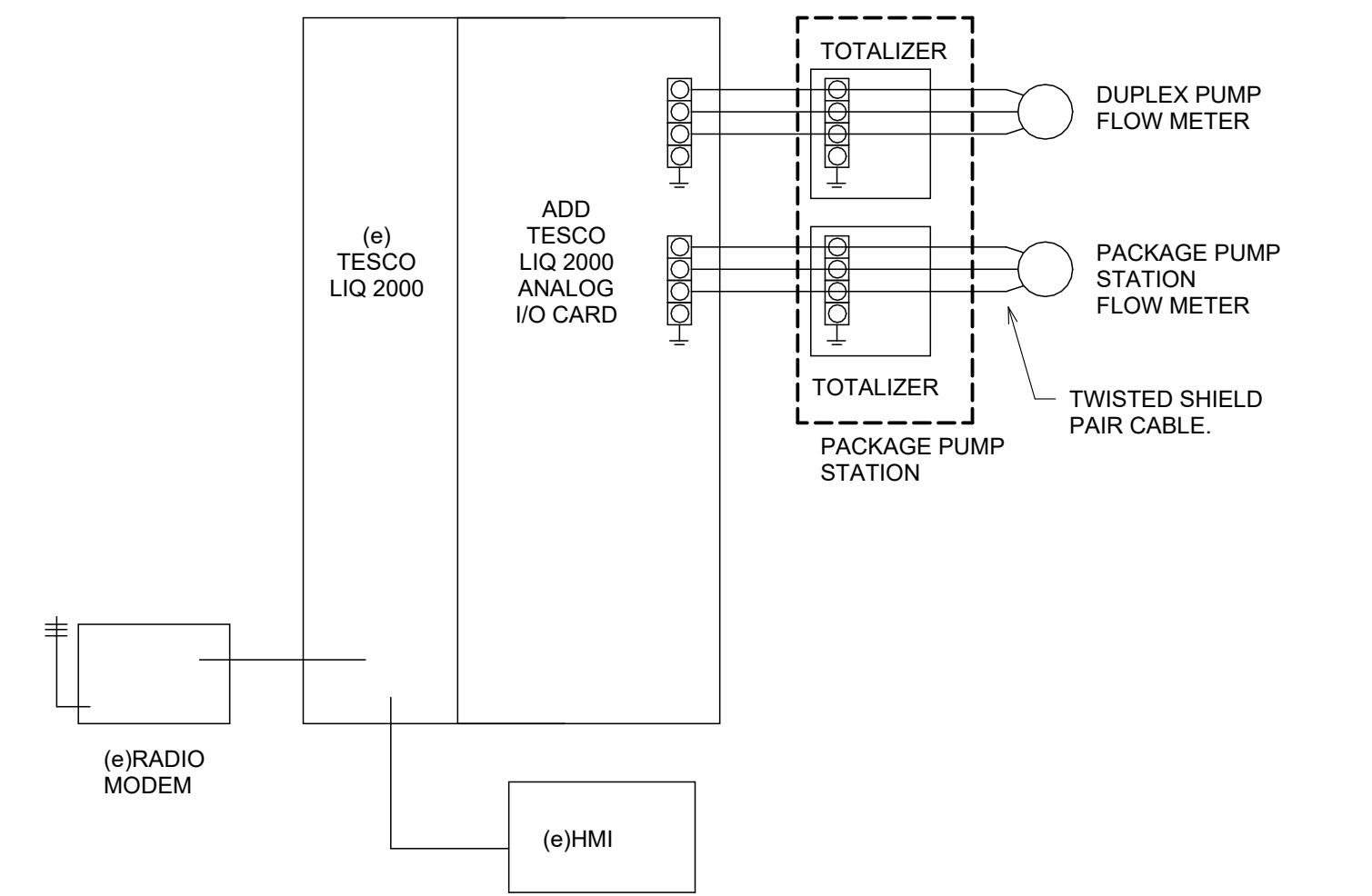
1 LIGHT STANDARD RAISED BASE
SCALE: NTS



3 TRENCH
SCALE: NTS



2 CONCRETE PULLBOX
SCALE: NTS



4 FLOW METER / SCADA INTERCONNECT
SCALE: NTS

ELECTRICAL LEGEND	
	ELECTRICAL POWER
	POLE MOUNT AREA LIGHT
	MOTOR / DISCONNECT
	PANELBOARD
	TRANSFORMER / SWITCHBOARD AS NOTED
	DRAFTING NOTATIONS
	KEY NOTE, SEE SCHEDULE
	EQUIPMENT TAG, SEE SCHEDULE
	REFERENCE TO A DETAIL VIEW "A" ON SHEET E-2
	NEW ELECTRICAL CONDUIT AND WIRE
	EXISTING DEVICE, TO REMAIN IN OPERATION
	REMOVE DEVICE, KEEP REMAINDER OF CIRCUIT IN OPERATION
	REMOVE, RELOCATE AND RECONNECT DEVICE ON EXISTING CIRCUIT, EXTEND CIRCUIT
ELECTRICAL ABBREVIATIONS:	
AL = ALUMINUM	
A = AMPERAGE	
AIC = AMPS INTERRUPTING CAPACITY	
AFF = ABOVE FINISHED FLOOR	
AFG = ABOVE FINISHED GRADE	
C = CONDUIT	
CKT = CIRCUIT	
CO = CONDUIT ONLY	
CU = COPPER	
EC = ELECTRICAL CONTRACTOR	
GC = GENERAL CONTRACTOR	
GFI = GROUND FAULT INTERRUPTER	
GND = GROUND	
HP = HORSEPOWER	
KW = KILOWATT	
KVA = KILO-VOLT-AMPERE	
LG = LIGHTING CONTACTOR	
NO = NUMBER	
NL = NIGHT LIGHT	
PB = PULLBOX	
PH = PHASE	
SP = SPACE	
UG = UNDERGROUND	
UON = UNLESS OTHERWISE NOTED	
V = VOLT	
W = WIRE	
WP = WEATHERPROOF	

REVISIONS	BY

HCS Engineering Inc.

50 years

4532 Feather River Dr., #F, Sacramento, CA 95839

209-468-8270 | www.hcs-eng.com

TITLE:

ELECTRICAL NOTES, LEGEND, DETAILS

PROJECT:

SEWER LIFT STATIONS FOR CASTLE SEWER LIFT STATION REHABILITATION / REPLACEMENT

REGISTERED PROFESSIONAL ENGINEER

STAMP

PROFESSIONAL ENGINEER

NO. E14301

EXP. 8-30-25

ELECTRICAL

STATE OF CALIFORNIA

DRAWN

RCS

CHECKED

RCS

DATE

8/23/2024 2:40:33 PM

SCALE

As indicated

JOB

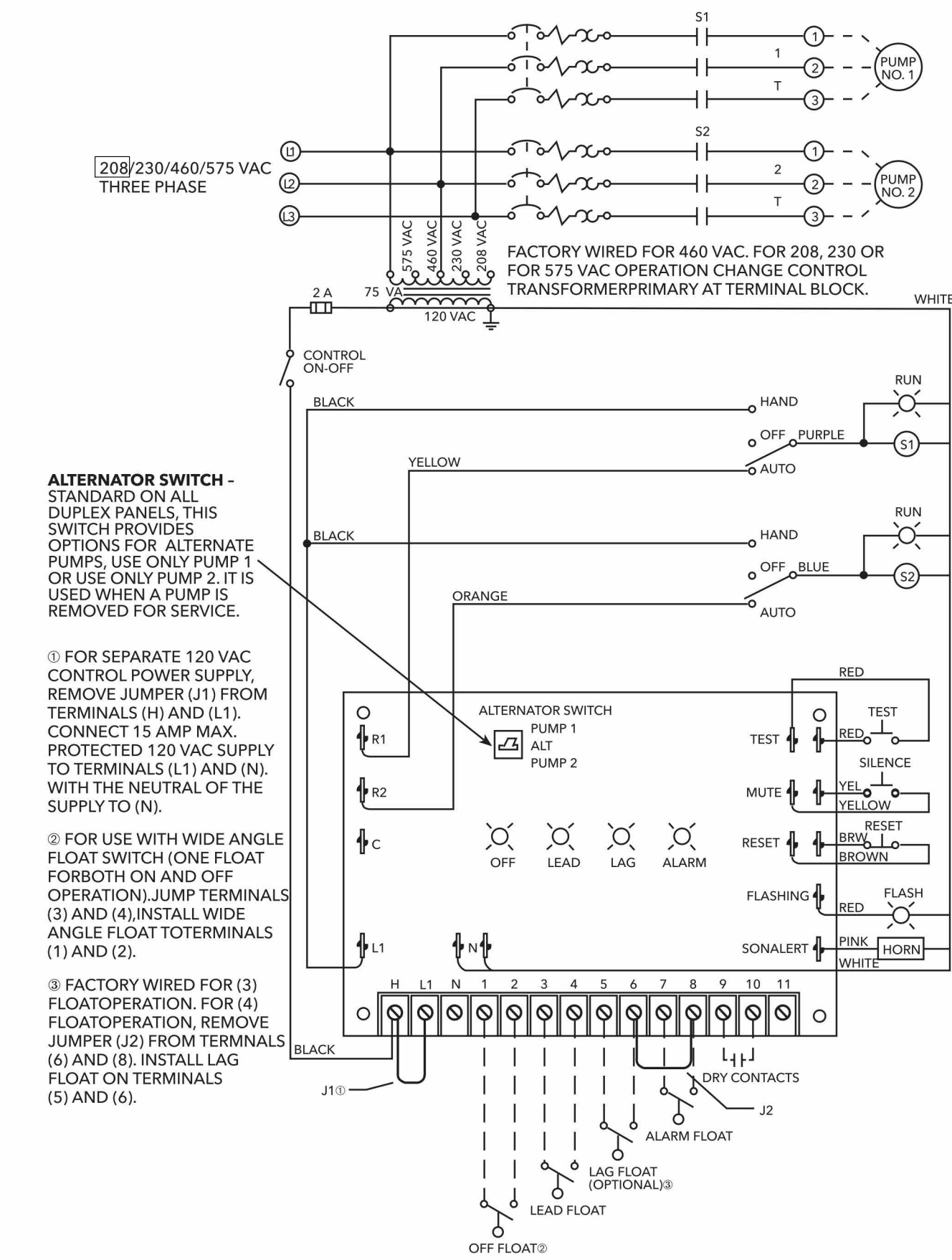
2019-xxx

SHEET

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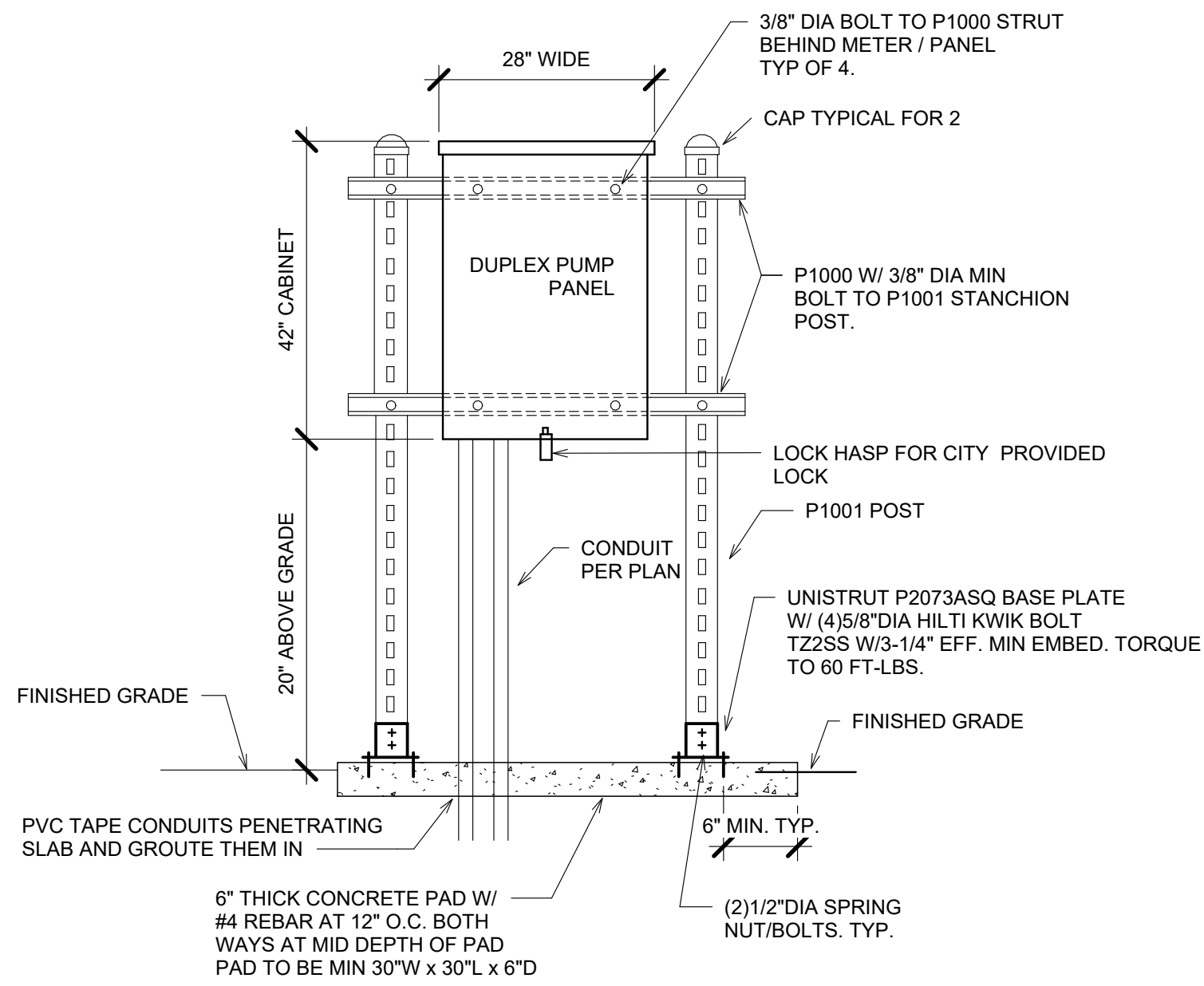
7 OF 9

DUPLIX THREE PHASE WIRING DIAGRAM - D3 - - - -

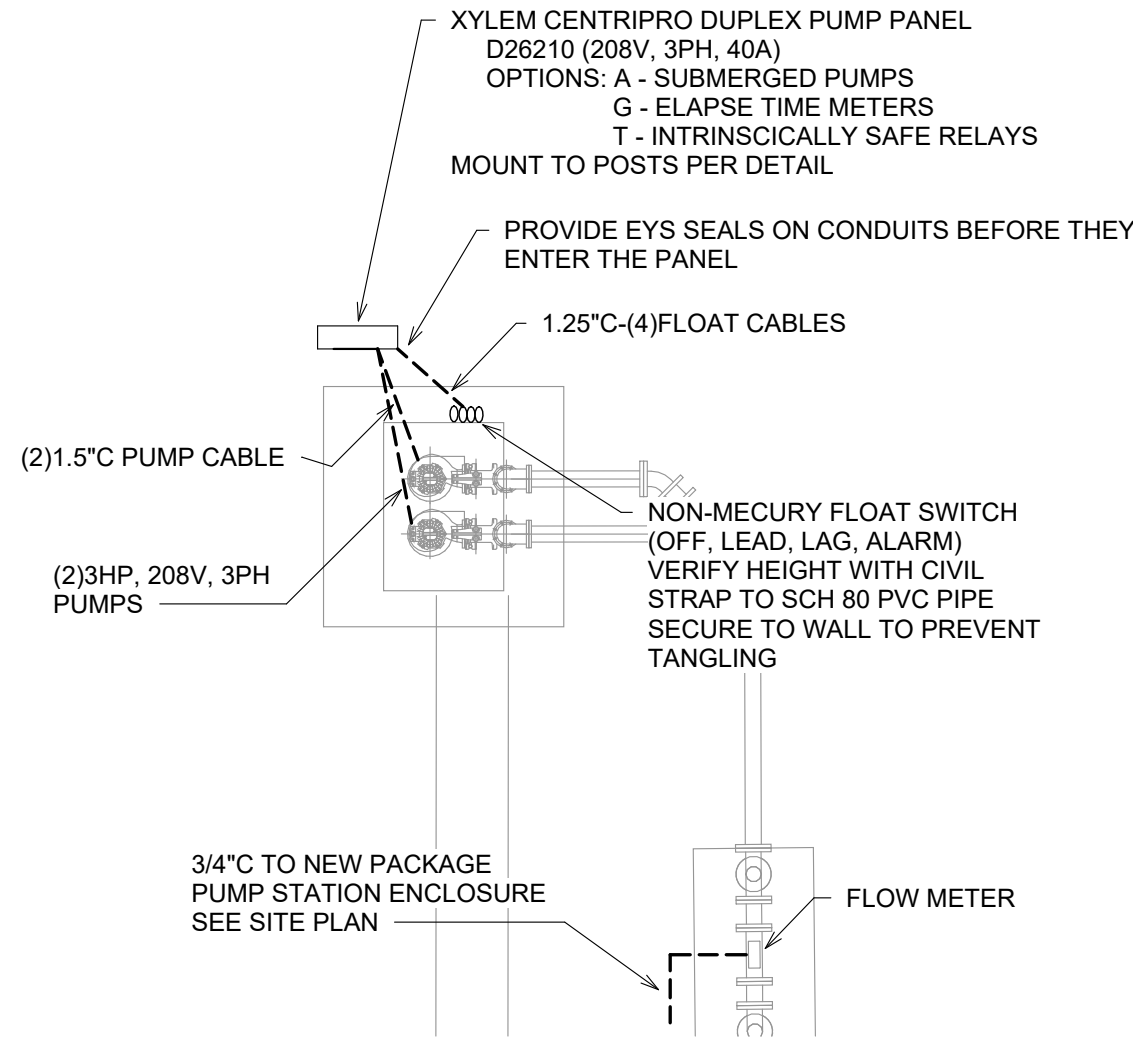


PAGE 6

DUPLIX PUMP PANEL WIRING DIAGRAM



2 POST MOUNTED PUMP PANEL
SCALE: NTS

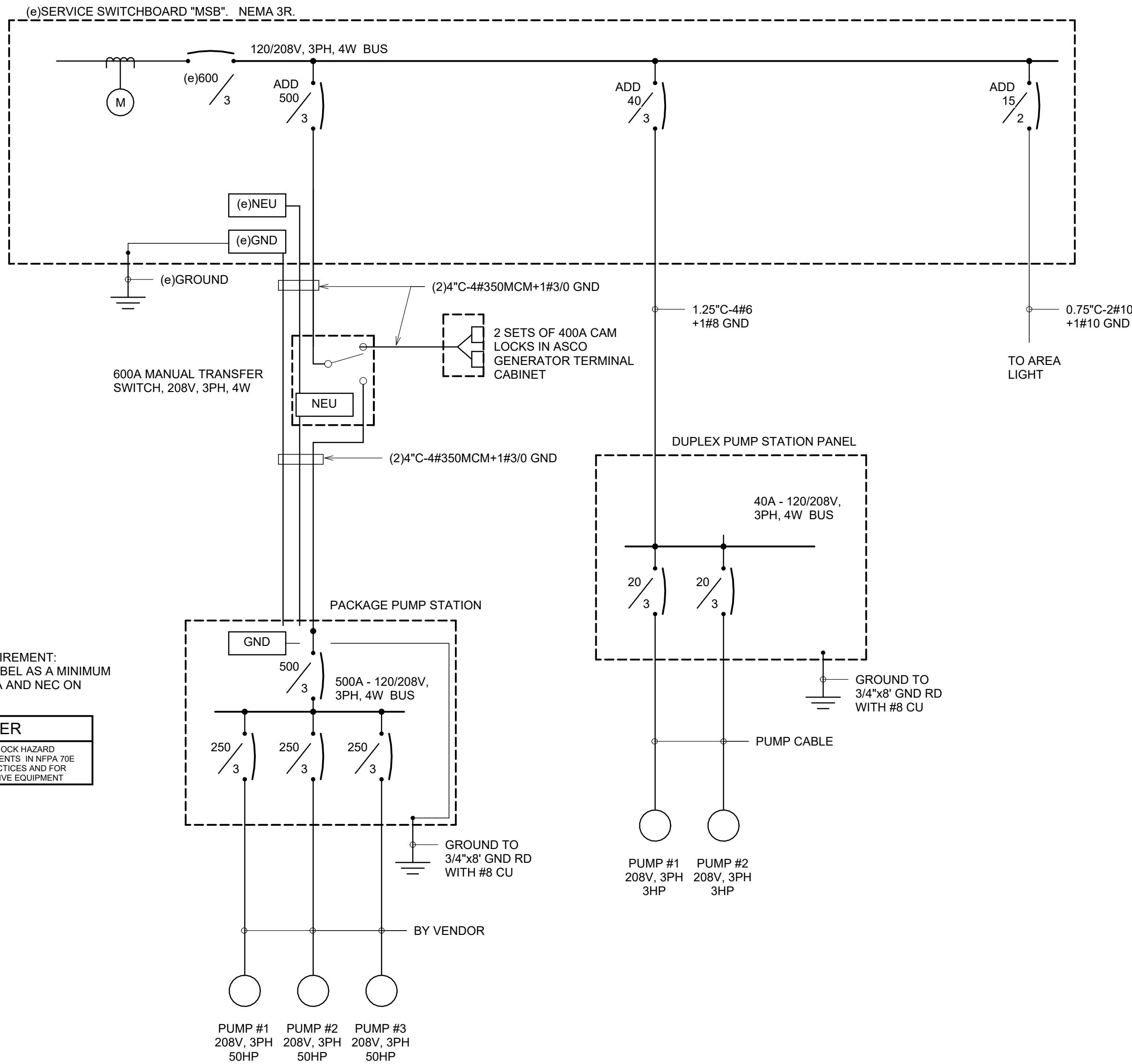


1 DUPLEX PUMP STATION
SCALE: 1/4" = 1'-0"

ARC FLASH LABELLING REQUIREMENT:
PROVIDE THE FOLLOWING LABEL AS A MINIMUM
FOR COMPLIANCE WITH NFPA AND NEC ON
THIS PROJECT:



3 ONE LINE DIAGRAM
SCALE: NTS



REVISIONS	BY

HCS
Engineering
INC.
50 years
4532 Feather River Dr #F, Stockton, CA 95219
209-469-8270 | www.hcs-eng.com

TITLE:
DUPLIX PUMP STATION

PROJECT:
SEWER LIFT STATIONS FOR:
CASTLE SEWER LIFT STATION
REHABILITATION /
REPLACEMENT

STAMP
REGISTERED PROFESSIONAL ENGINEER
RICHARD C. SMITH
No. E14304
Exp. 6-30-25
ELECTRICAL
STATE OF CALIFORNIA

DRAWN
RCS
CHECKED
RCS
DATE
8/23/2024 9:49:29 AM
SCALE
As indicated
JOB
2019-xxx
SHEET

E2
9 OF 9



PUBLIC WORKS/COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
STATE OF CALIFORNIA

NOTICE TO BIDDERS

AND

PROJECT SPECIFICATIONS

for

**CASTLE SEWER LIFT STATION
REHABILITATION/REPLACEMENT PROJECT**

For use in conjunction with the STANDARD SPECIFICATIONS, dated 2023, and the STANDARD PLANS, dated 2023, of the State of California Department of Transportation, and the LABOR SURCHARGE AND EQUIPMENT RENTAL RATES in effect on the date the work is accomplished.

BID CALL NO.: 730-24 **CITY PROJECT NO.:** 19-9

BID OPENING: Thursday, November 21, 2024, @ 2:00 P.M. PST

Lori Waterman
City Manager

Date

BOOK 1 OF 2

CITY PROJECT NO. 19-9

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

Spencer Supinger, PE

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**CITY OF ATWATER
ENGINEERING DIVISION
NOTICE TO BIDDERS**

Bids open Thursday, November 21, 2024 at 2:00p.m. PST.

General work description: Work includes replacement of the existing sewer lift station, including abandonment of existing sewer pipes, new installation and modifications to existing structures, piping, and electrical controls, replacement of sewer pipes.

The City will receive sealed bids for the **CASTLE SEWER LIFT STATION REHAB/REPLAC PROJECT**

Project Number: 19-9
Bid Call Number: 730-24

Bid forms for this work are included in a separate book titled:

**CITY OF ATWATER
STATE OF CALIFORNIA
ENGINEERING DIVISION
BID BOOK
FOR
CASTLE SEWER LIFT STATION REHAB PROJECT**

No bid will be received unless it is made on a bid form furnished by the CITY OF ATWATER ENGINEERING DIVISION. Copies or facsimiles of the bidder's completed and executed bid forms submitted as a bid will be rejected. Each bid must be accompanied by a certified check, cashier's check, or bidder's bond made payable to the CITY OF ATWATER for an amount equal to at least ten percent (10%) of the amount of bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

The Contractor must have a Class A license to perform this work.

The successful bidder will be required to obtain a City of Atwater Business License before execution of the contract at his own expense.

Bids must be on a unit price basis. All bids are to be compared on the basis of the CITY OF ATWATER'S estimated quantities of work to be done.

Anticipated Schedule:

10/29/2024:	Notice to Bidders Issued and Advertised
11/04/2024:	Site Visit (Not Mandatory)
11/08/2024:	Deadline for Questions/Bid RFIs (2:00pm PST)
11/14/2024:	City Issues Final Responses to Questions/Bid RFIs (2:00pm PST)
11/21/2024:	Bid Opening (2:00pm PST)
12/09/2024:	City Council Award Contract
01/20/2025:	Contractor Begins Work (<u>to be completed within 60 working days</u>)
04/15/2025:	Contractor Completes Work

The estimated cost of construction is \$1,991,000

Copies of plans, special provisions and proposal forms may only be obtained at the office of the City of Atwater, Engineering Division, located at 750 Bellevue Road, Atwater, CA, (209) 357-6233, upon request and payment of **\$50.00 per set, which is nonrefundable and includes sales tax.**

Electronic copies of the plans and specifications (PDF's) for this project are available upon request. Said electronic copies are made available solely for the convenience of the prospective bidders (whether as a prime contractor or sub-contractor) on the Project, and are not considered part of the contract documents. No representation or warranty is made, either expressed or implied, with the regard to the accuracy or suitability of said electronic copies for any purpose whatsoever. Utilization or viewing of said electronic copies shall constitute implicit acknowledgement and acceptance of the provisions of this paragraph.

The City Clerk will receive sealed bids until 2:00 p.m. PST on the bid open date at City Hall, located at 750 Bellevue Road, Atwater, CA 95301. Bids received after this time will not be accepted.

The City Clerk will immediately open and publicly read the bids in the City Council Chambers after the specified closing time.

Present bidders' inquire in writing to Jim Vang at the City of Atwater, Engineering Division, 750 Bellevue Road, Atwater, CA 95301; fax (209) 356-3168; email: jvang@atwater.org no later than November 08, 2024, 2:00pm PST.

Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, <http://www.dir.ca.gov/DLSR/PWD>.

The CITY OF ATWATER reserves the right to reject any or all bid proposals and to waive any informalities or irregularities in any bid or in the bidding.

City of Atwater

Michael Hayes
City Engineer

**CITY OF ATWATER
ENGINEERING DIVISION**

CASTLE SEWER LIFT STATION REHAB PROJECT

Project Number: 19-9

COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	Mobilization	LS	1
2	Demolition & Removal	LS	1
3	Shoring/Sheeting & Bracing	LS	1
4	New Package Triplex Lift Station and Shelter	LS	1
5	New Wet Well With Epoxy Coating	LS	1
6	New 12" DIP Discharge Piping and Valves	LF	65
7	New 12" AWWA C900 PVC Pipe	LF	20
8	New 8" DIP Suction Piping, Brackets & Valves	LF	93
9	3" duplex Lift Station pumps, meter, Vault, Piping & Valves	LS	1
10	18" PVC Overflow Pipe	LF	23
11	New 12" Water Meter, Piping, and Vault	LS	1
12	Connection to Existing System	EA	3
13	New 6" Concrete Walkway	SF	193
14	New Controls, SCADA & Electrical Improvements	LS	1
ALT. BID ITEM			
1	18" PVC Pipe	LF	27

**CITY OF ATWATER
ENGINEERING DIVISION**

SPECIAL PROVISIONS

CASTLE SEWER LIFT STATION REHAB PROJECT

ORGANIZATION

This section includes proposed amendments, deletions, specific to this contract. They are to be considered a part of the Construction Documents and project specifications.

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.07B:

Contract Documents: Plans, *Notice to Bidders and Project Specifications*, and *Bid Book* and Contract.

Replace the following definitions in section 1-1.07B:

Department/Department of Transportation: The Engineering Division of the City of Atwater

Director: The Director of Public Works of the City of Atwater acting either directly or through properly authorized agent or consultants.

District Director of Transportation: The Director of Public Works of the City of Atwater acting either directly or through properly authorized agent or consultants.

Engineer/Office Engineer: The City Engineer of Atwater

Specifications: Standard specifications, revised standard specifications, special provisions, Project Specifications

1. Standard Specifications: Specifications standard to Department construction projects. These specifications are in a book titled Standard Specifications. (Can also be referred to as "state specifications")
2. Revised Standard Specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications of a book titled "Notice to Bidders and Special Provisions"
3. Special Provisions: Proposed amendments, deletions, or additions to the Division I General Provisions of the standard specifications.
4. Project Specifications: Includes Special Provisions and Technical Specifications in Contract Documents

State: Refers to City of Atwater

Replace "The Department" in the 1st paragraph in section 1-1.08 with:

Caltrans

Replace section 1-1.12 with:

Make checks and bonds payable to the City of Atwater.

2 BIDDING

Replace section 2-1.06A of the RSS with:

2-1.06A General

Locations for obtaining and viewing Contract documents are listed in the Notice to Bidders.

The City will receive sealed bids until 2:00 p.m. on the bid open date at the City of Atwater, Engineering Division, located at 750 Bellevue Road, Atwater, CA 95301. Bids received after this time will not be accepted.

The City will immediately open and publicly read the bids at the above location after the specified bid opening time.

The *Notice to Bidders and Project Specifications* includes the *Notice to Bidders*, revised standard specifications, and special provisions.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the City or any other person will not affect the risks or obligations assumed by you or relieve you from fulfilling any of the conditions of the Contract.

A Non-Collusion Affidavit is included in the bid book (Pub Cont Code § 7106). Signing the bid also constitutes signature of the Non-Collusion Affidavit.

Add to section 2-1.07 of the RSS:

Examine all of the various parts of these Documents if contemplating the submission of a bid, and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing, by **Friday, November 8th, at 5:00 p.m.** Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. **Addenda will be issued by Monday, November 14th at 5:00 pm.** The City is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to:

**Jim Vang
City of Atwater
Engineering Division
750 Bellevue Road
Atwater, California 95301
Fax: (209) 356-3168
Email: jvang@atwater.org**

Delete Section 2-1.18 and 2-1.27.

Replace the 3rd paragraph in section 2-1.33A of the RSS with:

Do not fax forms except for the copies of forms with the public works contractor registration number submitted after the time of bid. Fax these copies to (209) 356-3168.

Replace section 2-1.33C of the RSS with:

Submit Bids in a sealed envelope addressed to the City of Atwater, Engineering Division, located at 750 Bellevue Road, Atwater, CA 95301. Each sealed BID must be plainly marked on the outside as **"BID for CASTLE SEWER LIFT STATION REHAB PROJECT, City Project No. 19-9, to be opened at 2:00 p.m., Thursday, November 21st, 2024.** By mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City of Atwater, Engineering Division, located at 750 Bellevue Road, Atwater, CA 95301.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, with ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Replace the 2nd paragraph of section 2-1.34 of the RSS with:

Submit cash, cashier's check, certified check, or bidder's bond with your Bid.

Add Section 2-1.38:

2-1.38 BID PROTEST

2-1.38A General

Any unsuccessful bidder may submit a bid protest. Bid Protests must be submitted under section 2-1.38B. Bid protests not submitted under section 2-1.38B will not be considered.

2-1.38B Procedures

All bid protests must be submitted in writing. Bid Protests must be received no later than 5:00 PM on the tenth (10th) business day following the bid opening.

Deliver bid protest to the following address:

**City of Atwater Engineering Division
750 Bellevue Road
Atwater, California 95301**

The following conditions apply to all bid protests:

1. The bid protest must contain a complete statement of the basis for the protest. The bid protest must identify and explain the factual and legal grounds for the protest, state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. Any written materials the protesting bidder believes to be necessary to support the bid protest must be attached to the bid protest. The protest must include the name, address, telephone number, e-mail, and facsimile number of the person representing the protesting party.
2. The party filing the protest must have submitted a bid on the project. A subcontractor of a bidder may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue their own protest.
3. The protesting bidder and any other bidder on the contract must promptly provide any information requested by the City staff as part of such investigation.
4. The Director of Public Works will provide a written response to the protestor within ten (10) business days after receiving the bid protest. The decision of the Director is final.
5. These bid protest procedures do not limit the City's ability to reject all bids.

Add to section 2-1.40 of the RSS:

No BIDDER may withdraw a BID within sixty (60) days after the bid opening date. If the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the BIDDER.

Add to section 2-1.46 of the RSS:

The City may make such investigations necessary to determine your ability to perform the WORK, and you will furnish to the City all requested information and data for this purpose. The City reserves the right to reject any BID if it is determined you are unqualified to carry out the obligations of the Agreement and to complete the work

3 CONTRACT AWARD AND EXECUTION

Add to the end of section 3-1.02A

If the contract is awarded, the contract shall be awarded to the lowest responsible bidder for the sum of the base bid plus any bid alternates the City chooses to award.

To ensure impartiality when selecting bid alternates, each bidder will be assigned an identification number when turning in his/her bid form to the City. The bidder's names will not be revealed to City staff selecting the bid alternates until the selection of which bid alternates to award has been made. The selection of the apparent low bidder may or may not be announced at the bid opening. All bid forms shall be retained by the City until after the award selection has been made.

The bid alternates will be awarded as funding allows, and the City reserves the right to amend the budget for any particular project if it deems it is in the best interest of the City to do so.

Replace section 3-1.02B of the RSS with:

The Department breaks a tied bid with a coin toss

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

If the City awards the contract, the award is made to the lowest responsible bidder within 10 days after bid opening.

If the lowest responsible bidder refuses or fails to execute the contract, the award is made to the second lowest responsible bidder within 25 days after bid opening.

If the second lowest responsible bidder refuses or fails to execute the contract, the award is made to the third lowest responsible bidder within 40 days after bid opening.

The City may extend the specified award period if the bidder agrees.

Replace "50 Percent" in item #2 of section 3-1.05 with:

100 percent

Remove Section 3-1.08 in its entirety

Replace the entirety of section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Contract* form.

Deliver to the contact listed in the *Notice to Bidders*:

1. Signed Contract form
2. Contract bonds
3. Certificates of insurance as identified in section 3-1.07
4. Evidence that you possess a current, valid state Contractor's license required to perform the work under this Contract. A copy of your license is sufficient.

The City must receive these documents before the 5th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the *Contract* form is included in *Bid Book*

5 CONTROL OF WORK

Replace the entirety of Section 5-1.09:

The City of Atwater encourages cooperation between Contractor and other project stakeholders. However, formal project partnering is not required with this project.

Add to the end of section 5-1.20B(1) General:

The Contractor may be given a no-cost extension of time for unforeseen delays attributable to PLAC's

Replace the entirety of Section 5-1.23 SUBMITTALS with:

Refer to Section 013300: Submittal Procedures of the Technical Specifications of these Special Provisions for submittal requirements.

Replace first paragraph of Section 5-1.26 CONSTRUCTION SURVEYS:

The City of Atwater will furnish construction staking to execute the work. The Contractor shall make timely demands of the Owner for such staking. A written notice of not less than three working days will be required in advance of setting stakes. Preserve construction stakes, reference points, and other survey points. In case of their loss or destruction, the Contractor shall be liable for and charged with the cost of their replacement and of any expense resulting from their loss or disturbance. Do not proceed with the work that requires construction staking until construction stakes have been provided.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace the 2nd paragraph of section 7-1.02K(2) with:

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov/DLSR/PWD>. These wage rates are not included in the Bid Book for the project. Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement.(Labor Code § 1773.6 and 8 CA Code of Regs 16204).

Add to section 7-1.02K(2):

All labor will be paid at not less than the minimum wage rates established by the State of California's Director of Industrial Relations (State Wage Rates). The minimum Federal Wage Rates applicable to this project are in the book issued for bidding purposes entitled "Bid Book".

Replace the 6th paragraph of section 7-1.02K(3):

You may submit certified payroll records electronically to the City of Atwater by emailing records to jyang@atwater.org

Replace the 1st sentence of paragraph 26 of section 7-1.04:

Do not reduce an open traffic lane width to less than 10 feet, unless shown.

Add before the 1st paragraph of section 7-1.05A:

You must indemnify and hold harmless the City, its agents, officers, and employees, against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, costs, and actual attorneys' fees, arising out of or in connection with your performance of this Contract for:

1. any loss or damage that may happened to the work or any part thereof
2. for any loss or damage to any of the materials or other things used or employed in performing the work
3. for injury to or death of any person, either workmen or the public
4. for damage to property from any cause which might have been prevented by the Contractor, or his workmen, or anyone employed by him

For purposes of your obligation to defend, indemnify, and save harmless, the term State will have the following meaning:

The City of Atwater including their officers, directors, employees, agents, and design professionals.
Change the Umbrella or excessive liability limits in the table in the 1st paragraph of section 7-1.06D(2) to:
The limits of Liability must be at least \$2,000,000.

Replace section 7-1.06G with:

At the option of the City, either: The insurer will reduce or eliminate such deductible or self-insured retentions as respects to the City of Atwater, its officials and employees; or The Contractor will procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Add to section 7-1.06H:

Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City of Atwater, its officers and employees.

8 PROSECUTION AND PROGRESS

Delete 1st and 2nd paragraphs in section 8-1.04B

Replace 3rd paragraph of section 8-1.10A:

"Liquidated damages for all work are one-thousand dollars (\$1000) per day."

9 PAYMENT

Add to section 9-1.03:

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in

the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Replace "Department's" in the 5th paragraph of section 9-1.07A with:

Caltrans

Delete section 9-1.11

Add to section 9-1.16E(1):

The bid amount for the contract items of work is the maximum value the City recognizes for progress payment purposes unless approved change order work increases this amount.

Replace section 9-1.16F with:

The City will withhold 5 percent of all progress payments as retention. Retention will be paid to you on the Final Payment.

You will have the right to substitute securities for the retention under Pub Cont Code § 22300. No substitution will be accepted until:

1. the City approves the securities and their value,
2. the parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
3. all documentation necessary for assignment of the securities to the City or to the escrow agent, are delivered in a form satisfactory to the City.

If you have substituted securities for any of the retention, the City may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the City and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

Replace section 9-1.22 with:

Claims must be litigated in a court of competent jurisdiction.

**CITY OF ATWATER
ENGINEERING DIVISION**

TECHNICAL SPECIFICATIONS

CASTLE SEWER LIFT STATION REHAB PROJECT

^^

SECTION 011100

COORDINATION OF WORK, PERMITS, AND REGULATIONS

A. Description

This section generally describes the project and includes work by others, Contractor's use of premises, Owner occupancy, maintenance and operation of existing facilities, construction survey staking, permits, and regulations.

B. General Nature of Work

The project involves rehabilitation/replacement of the existing sewer lift station of Castle sewer lift station in the City of Atwater, CA.

C. Work by Others

The Owner will require that the Contractor coordinate his work and cooperate with the utility companies and City forces that may be working within the project limits removing, relocating, or adjusting their facilities.

D. Order of Work

(reserved)

E. Utilities

1. The Engineer has endeavored to determine the existence of utilities at the site of the Work from the records provided by owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the drawings. The service connections to these utilities may not be shown in the drawings.
2. Prior to beginning the Work, the Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances on or adjacent to the site of the Work. If the Contractor discovers utility facilities not identified in the drawings or specifications or in a position different from that shown in the drawings and specifications, it shall immediately notify in writing the Owner's Representative and the owner of the utility facility.
3. The Owner shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunkline utility facilities that are not indicated in the drawings and specifications with reasonable accuracy.
4. In case it should be necessary to remove, relocate, protect, or temporarily maintain a utility because of interference with the Work, the Work on such utility shall be performed and paid for as follows:
 - a. When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline utility facility not indicated in the drawings and specifications with reasonable accuracy, the Owner will compensate the Contractor for the costs of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, and for temporarily maintaining such utility facilities. These costs, the work to be done by the Contractor in locating, removing, relocating, protecting, or temporarily maintaining such utility facilities shall be covered by a written change order. The Owner may make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, protect, or temporarily maintain such utility facilities or to reduce the costs of the work involved in removing, relocating, protecting, or temporarily maintaining such utility facilities. Changes in alignment and grade will be ordered in accordance with change order on policies established by these specifications.

- b. When it is necessary to remove, relocate, protect, or temporarily maintain a utility, (other than [1] existing main or trunkline utility facilities not indicated in the drawings and specifications with reasonable accuracy, or [2] existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work) the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility or damage thereto. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with its own forces, or permitting the work to be done by the Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the owner of the utility.
- c. The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property

END OF SECTION

SECTION 012000 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. Measurement and payment descriptions are included in the numbered sections of the specifications. Work under this contract will be paid on a unit price or lump-sum basis as outlined on the Bid Form for the quantity of work installed.
2. The unit prices and lump-sum prices include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work involved to complete the work included in the contract documents.
3. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

B. Work Not Listed in the Schedule of Work Items

1. The General Provisions and items in the Project Specifications, general requirements, and specifications which are not listed in the schedule of work items of the Bid Form are, in general, applicable to more than one listed work item, and no separate work item is provided therefor. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the Bid Form.
2. The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the Bid Form, include the cost for that work in some related bid item so that the Proposal for the project reflects the total cost for completing the work in its entirety.

C. Mobilization and Demobilization

Costs for mobilization and demobilization are to be included in the unit costs for the various items of work.

D. Trench Repaving

If applicable, trench Repaving will be paid as a separate bid item for those trenches requiring worker protection as required by the California Labor Code and applicable safety standards.

E. Storm Water Pollution Control

If applicable, payment for the storm water pollution plan and stormwater plan implementation shall be made at the contract lump-sum bid prices and shall be divided equally throughout the length of the contract.

F. As-Built Drawings

1. The Contractor shall maintain a record of all approved changes during completion of the work and shall submit one set of drawings showing any changes to the Owner's Representative. These drawings shall show any deviations from the original approved plans and will be used by the Owner to prepare as-built drawings for their files. Changes shall be recorded as the work is completed and shall be submitted to the Owner's Representative in a schedule agreed to by the parties involved.
2. Payment for completion of this work shall be considered as included in the price paid for the as-built drawings.

3. Failure of the Contractor to provide the plans as specified herein will result in final payment for the work being withheld until such time as the submittal is made and accepted by the Owner's Representative.

G. Measurement and Payment for Pipelines

1. Payment will be by the linear foot for each diameter and for each pipe strength, pressure class, wall thickness, or other designation shown for the bid item (including fittings and other pipe sections) measured horizontally over the pipe centerline. Measurement for sewer pipe shall include the manhole diameter.

Measurement of the design laying length includes the design joint or creep space within the pipe bell between the mortar linings of adjoining pipes.

The unit price paid for pipe includes full compensation for furnishing the labor, materials, tools, fittings, valves not otherwise paid for as a separate bid item, and equipment and doing all work involved to provide the pipe.

The unit price paid for pipe includes full compensation for pressure or leakage testing and disinfection as required.

END OF SECTION

SECTION 012200

BID ITEM DESCRIPTIONS

Work under this contract will be paid on a unit price or lump-sum basis as outlined on the Bid Form for the quantity of work installed.

The unit prices and lump sum prices shall include full compensation for furnishing the labor, materials, tools and equipment and doing all the work involved to complete the work included in the contract documents.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the Bid Form, include the cost for that work in some related bid item so that the Proposal for the project reflects the total cost for completing the work in its entirety.

BASE BID

Bid Item 1 – Mobilization and Demobilization

The lump sum price paid shall include full compensation for mobilization and setting up of equipment, materials and personnel at the worksite, obtaining of all necessary permits, cleaning up, and removing all equipment from the worksite upon completion of the project. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefor.

Bid Item 2 – Demolition & Removal

The lump sum price paid shall include full compensation for all demolition and removal of existing facilities and topography as detailed and shown on the plans, including but not limited to saw cutting, pipeline removal, trenching, backfill, concrete removal, electrical removal, disposing of all construction materials and all such other costs as are considered essential to the demolition and removal of the existing facilities and topography. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefor.

Bi Bid Item 3 – Sheeting, Shoring, & Bracing

This is a lump sum price bid item for all sheeting, shoring, and bracing required as per requirements of the California Labor Code and applicable safety orders, State Specifications, and the Contract Documents. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefor.

d Item 4 – New Package Triplex Lift Station and Shelter

This is a lump sum bid item for all costs of furnishing and installing all materials, labor, and equipment necessary to install the new package triplex lift station with shelter, raised concrete pad, subgrade preparations, conduits, piping, fittings, trenching, backfill, and any other materials needed to install the lift station as per the plans and specifications and as per the manufacturers recommendations. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefor.

Bid Item 5 – New Wet Well With Epoxy Coating

This is a lump sum price bid item for all costs of furnishing and installing all materials, labor, and equipment necessary to install new wet well and epoxy coating as per plans, Section 03305 and as per manufacturer recommendations. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefor.

Bid Item 6 – New 12" DIP Discharge Piping and Valves

This is a unit price bid item for all costs of furnishing and installing all materials, labor, and equipment necessary for the installation of the discharge piping, including trenching, backfill, compaction, piping, valves, fittings, penetrations through underground structures, and all other work related to the discharge piping shown on the plans and as per the applicable specifications. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefore.

Bid Item 7 – New 12" PVC AWWA C900 Pipe

This is a unit price bid item for all costs of furnishing and installing all materials, labor, and equipment necessary for the installation of the discharge piping, including trenching, backfill, compaction, piping, valves, fittings, penetrations through underground structures, and all other work related to the discharge piping shown on the plans and as per the applicable specifications. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefore.

Bid Item 8 – New 8" DIP Suction Piping & Valves

This is a unit price bid item for all costs of furnishing and installing all materials, labor, and equipment necessary for the installation of the suction piping, including trenching, backfill, compaction, piping, valves, fittings, penetrations through underground structures, brackets, and all other work related to the suction piping shown on the plans and as per the applicable specifications. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made, therefor.

Bid Item 9 – 3" Duplex Lift Station Pumps, Meter, Vault, Piping and Valves

This is a lump sum price bid item for all costs of furnishing and installing all materials, labor, and equipment necessary to modify existing manhole as shown on plans and applicable specs, install new 2 pumps, a new meter, box, piping, and appropriate fittings as per plans, City Standards and Specifications. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefor.

Bid Item 10 – New 18" PVC Overflow Pipe

This is a unit price bid item for all costs of furnishing and installing all materials, labor, and equipment necessary for the installation of the Overflow piping, including trenching, backfill, compaction, piping, fittings, and all other work related to the Overflow piping shown on the plans and as per the applicable specifications. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made, therefor.

Bid Item 11 – New 12" Water Meter Piping & Vault

This is a lump sum price bid item for all costs of furnishing and installing all materials, labor, and equipment necessary to install a new meter, box, piping, and appropriate fittings as per plans, City Standards and Specifications. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefor.

Bid Item 12 – Connection to Existing System

This is a unit price price bid item for all costs of furnishing and installing all materials, labor, and equipment necessary to connect new piping to existing piping system as per City Standards and Specifications. Full

compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefor.

Bid Item 13 – New 6" thick, 5' Wide Concrete walk

This is a unit price bid item for all costs of furnishing and installing all materials, labor, and equipment necessary for the installation of the new concrete walk, including forms, reinforcement, preparation of subgrade, and base material, and other such costs related to the installation of the new concrete walk. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefor.

Bid Item 14– New Controls, SCADA & Electrical Improvements

This is a lump sum bid item for all electrical and instrumentation work, installation, material, labor, and equipment necessary for the installation of all the electrical equipment, conduit, wires, controls, and related work for the electrical improvements related to the new pump station. All work shall be completed in accordance with the plans and electrical specifications. Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the bid amount for this item, and no additional payment will be made therefor.

END OF SECTION

SECTION 013300 SUBMITTAL PROCEDURES

PART 1 -GENERAL

A. General

Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous work-related submittals. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the Contract Documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract Documents.

B. Contractor Responsibilities

1. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the City. The Contractor shall coordinate submittals among his subcontractors and suppliers including those submittals complying with unit responsibility requirements specified in applicable technical sections.
2. The Contractor shall coordinate submittals with the work so that work will not be delayed. The Contractor shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work related to a submittal until the submittal process is complete.
3. The Contractor shall certify on each submittal document that he has reviewed the submittal, verified field conditions, and complied with the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

A. Transmittal Procedure

1. Unless otherwise specified, submittals regarding material and equipment shall be accompanied by Transmittal Form. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
2. If the Contractor proposes to provide material, equipment, or method of work which deviates from the project requirements, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.

B. Submittal Review Procedure

1. Review shall not extend to means, methods, techniques, sequences or procedures of construction. Verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically

indicated or required by the project) or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

2. Seven copies, unless otherwise specified during the preconstruction meeting, of all submittals required shall be furnished to the Engineer for review. The Engineer shall review the submittal and return two copies of the marked-up original within 15 working days after receipt of a submittal for review and comment, unless otherwise specified. All shop drawings and layout drawings submittals shall be submitted a minimum of 20 working days before approved submittal drawings will be required for the work.
3. Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

C. Effect of Review of Contractor's Submittals

1. Review of contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the City, or by any employee thereof, and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed.
2. The Work covered by a submittal may be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "No Exceptions Taken" or "Make Corrections Noted." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents. Review of submittals by the Engineer shall not be construed as relieving the Contractor of his/her responsibilities under this Contract.

END OF SECTION

SECTION 015100**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS****A. Construction Water**

1. Related Work Specified Elsewhere:
 - a. Earthwork: 312300.
 - b. Trenching, Backfilling, and Compacting: 312316.
 - c. General Concrete Construction: 030500.
2. The Contractor shall make his own arrangements for developing water sources and supply labor and equipment to collect, load, transport, and apply water as necessary for compaction of materials, concrete construction operations, testing, pipeline disinfection, structure disinfection, dust control, and other construction use.
3. Develop sources of water supply or obtain water from private sources. Payment for costs connected with utilization of the source shall be made by the Contractor. Water shall be clean and free from objectionable deleterious amounts of acids, alkalies, salts, or organic materials.
4. Include the cost of construction water in the appropriate bid item to which it is appurtenant. The cost shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all the work necessary to develop a sufficient water supply and furnishing the necessary equipment for applying the water as described in these specifications.

B. Electrical Power--Construction Phase

Provide for the purchase of power or provide portable power for the construction of the project where existing outlets are not available. Provide for the extension of utility lines to the point of usage. The cost of power shall be included in the appropriate bid items to which it is appurtenant and shall include full compensation for furnishing all labor, materials, tools, and equipment required to obtain and distribute power for construction purposes.

C. Dust Control

1. Perform dust control operations to prevent construction operations from producing dust in amounts harmful to persons or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. Use water or dust preventative to control dust.
2. Full compensation for providing all materials, equipment, and incidentals for providing dust control shall be considered as included in the prices paid for other items of work, and no separate payment will be made therefor.

D. Fire Danger Control

1. Minimize fire danger in the vicinity of and adjacent to the construction site. Provide labor and equipment to protect the surrounding private property from fire damage resulting from construction operations.
2. Full compensation for providing all materials, equipment, and incidentals for providing fire danger control shall be considered as included in the prices paid for other items of work, and no separate payment will be made therefor.

E. Traffic Regulation

1. Work shall be completed so as to maintain traffic through the project at all times on Castle Sewer Lift Station, excepting short delays not exceeding 15 minutes.

F. Construction Staking

1. The Owner will furnish construction staking to execute the work as described below. The Contractor shall make timely demands of the Owner for such staking. A written notice of not less than three working days will be required in advance of setting stakes. Preserve construction stakes, reference points, and other survey points. In case of their loss or destruction, the Contractor shall be liable for and charged with the cost of their replacement and of any expense resulting from their loss or disturbance. Such surveys shall constitute instructions from the Owner. Do not proceed with the work that requires construction staking until construction stakes have been provided.
2. The Owner will establish two base lines at right angles and five benchmarks in the project site. Preserve these points and transfer from them distances and elevations necessary for the execution of the structural and piping work.
3. In addition, the Owner will establish points at the center of concrete structures at stations shown on the drawings.
 - a. Buried pipelines larger than 6 inches: One set of offset line and grade stakes at 25-foot intervals.
 - b. Centerline stakes of roads at 50-foot intervals.
4. Should the Owner's Representative be required to reset construction stakes, the charges for such work will be deducted from the progress payments for the Contractor, for the month in which the surveying work is done.
5. The construction staking provided by the Owner's Representative will be only for those items specified to be constructed or reconstructed in the drawings or in the specifications. Any additional construction stakes required for the replacement of existing staking that have been removed or disturbed by the Contractor shall be the Contractor's responsibility.

END OF SECTION

SECTION 015725 STORM WATER RUNOFF CONTROL PROGRAM

PART 1 - GENERAL

A. Description

1. These requirements consist of installing, practicing, and maintaining Best Management Practices (BMP's) to prevent erosion, sedimentation, and discharge of polluted stormwater. BMP's shall be enacted in accordance with an approved Water Pollution Control Plan (WPCP).
2. The disturbed area of this project will be more than one (1) acre. Therefore, coverage under the California State Water Board Construction General Permit, 2009-0009-DWQ, is required. Contractor will be required to prepare a Stormwater Pollution Prevention Plan and Permit Registration Documents (PRD's) in accordance with the Construction General Permit. The City will serve as the Legally Responsible Person (LRP) and will pay the required annual fees.

B. Enforcement

1. Per the State's Porter Cologne Water Quality Act, the Contractor shall be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to 10,000 dollars per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.
2. The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment to Contractor.
3. Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment to Contractor.

C. Payment

1. Full compensation for conforming to the provisions in this section shall be considered as included in the bid price paid for Erosion, Sedimentation, and Pollution Control, and no additional compensation will be allowed therefor.

D. Related Work Described Elsewhere

1. Coordination of Work and Permits: 011100.
2. Submittals: 013300.
3. Construction Facilities and Temporary Controls: 015100.
4. Trenching, Backfilling, and Compacting: 312316.

PART 2 - MATERIALS

A. Stormwater Pollution Prevention Plan (SWPPP)

B. Erosion and Sediment Control Products

Materials for BMP's required to meet the requirements of the SWPPP including, but not limited to, fiber rolls, inlet protection barriers, and silt fences shall be as shown in the fact sheets provided in the SWPPP.

PART 3 - EXECUTION

A. Prepare and submit SWPPP

1. Prepare a project specific SWPPP and PRD's in accordance with the requirements of the California State Water Board Construction General Permit, 2009-0009-DWQ.
2. Submit for review through the State's website, SMARTs. The City will be the LRP and will review and approve the document through SMARTs.
3. City will pay any required fees to the State Water Board.

B. General

1. Review the SWPPP and ensure all employees receive appropriate training.
2. Keep the SWPPP on site during construction activity. Make available upon request of a representative of the RWQCB and/or other regulatory agency.
3. Amend the SWPPP whenever there is a change in construction or operations which may affect the discharge of significant quantities of pollutants to surface waters, groundwaters, or a municipal storm sewer system.

C. Qualified SWPPP Practitioner (QSP)

1. Contractor shall serve as the QSP during the project, providing all inspection, monitoring, sampling, and implementation of BMP's as required by the SWPPP. Assume a Risk Level 1 for purposes of bidding.
2. Upload ad hoc reports through SMARTs for certification as required by the SWPPP and Construction General Permit.

D. Erosion, Sediment, and Pollution Control:

1. The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends, and holidays in addition to normal working days. The Contractor shall prevent any sediment and construction debris from entering the City storm drain system by implementing these BMPs:
 - a. Erosion control measures. Refer to CASQA Factsheets EC-1 to EC-16 and choose appropriate measures for project site.
 - b. Sediment control measures. Refer to CASQA Factsheets SE-1 to SE-14 and choose appropriate measures for project site.
 - c. Drain inlet protection. Refer to CASQA Factsheet SE-10. Mandatory for all projects

- d. Stabilized entrance and egress from construction site. Refer to CASQA Factsheets TC-1, TC-2, & TC-3 and choose appropriate measures for project site.
 - e. Stockpile management. Refer to CASQA Factsheet WM-3.
 - f. Keep gutter flowline unimpeded and free of soil, debris and construction materials at all times.
 - g. Use drainage controls as needed to protect site from run-on and prevent contaminated run-off. Refer to CASQA Factsheets EC-9 and EC-11.
 - h. Any other BMP's necessary to control the discharge of pollutants from the construction site.
2. Wash water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system.
- a. When making saw cuts in pavement, use as little water as possible.
 - b. Cover and place barricades around each catch basin during the sawing operation to contain the slurry. Shovel or vacuum the slurry residue from the pavement or gutter and remove from site. Refer to CASQA Factsheet NS-3.
3. The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.
- a. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean-up efforts shall be made prior to weekends, holidays and predicted storm events.
 - b. Street Sweeping: Refer to CASQA Factsheet SE-7.
 - c. Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean, the City will take measures to clean it and back charge the Contractor.
- (1) Solid Waste Management: Refer to CASQA Factsheet WM-5 and WM-6.
 - (2) Material Storage and Delivery Area: Refer to CASQA Factsheet WM-1. Concrete Waste Management: Refer to CASQA Factsheet WM-8.
 - (3) Spill Prevention and Control: Refer to CASQA Factsheet WM-3.
 - (4) Temporary Sanitary Waste Facilities: Refer to CASQA WM-10
 - (5) Non-Stormwater Discharges:
 - (a) The contractor shall prohibit non-stormwater discharges not allowed by City of Atwater National Pollution Discharge Elimination System (NPDES) Stormwater Permit
 - (b) No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site. Refer to CASQA Factsheet NS-8.

4. Inspection

- a. Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs. Inspections are required at minimum weekly and before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective or damaged BMPs.

E. Notice of Termination (NOT)

- 1. File NOT upon completion of project and stabilization of disturbed areas as required by the Construction General Permit.

END OF SECTION

SECTION 017410

CLEANING DURING CONSTRUCTION AND FINAL CLEANING

A. General

1. This section includes cleaning during construction and final cleaning on completion of the work.
2. At all times maintain areas covered by the contract and adjacent properties and public access roads free from accumulations of waste, debris, and rubbish caused by construction operations.
3. Conduct cleaning and disposal operations to comply with local ordinances and antipollution laws. Do not burn or bury rubbish or waste materials on project site. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
4. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

B. Cleaning During Construction

1. During execution of work, clean site, adjacent properties, and public access roads and dispose of waste materials, debris, and rubbish to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
2. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
3. Provide containers for collection and disposal of waste materials, debris, and rubbish.
4. Cover or wet excavated material leaving and arriving at the site to prevent blowing dust. Clean the public access roads to the site of any material falling from the haul trucks.

C. Site Cleaning Prior to Landscaping

Remove concrete, concrete wash, stucco splatter, gunite overspray, and all other wastes and debris prior to final grading and landscaping.

D. Final Cleaning

1. At the completion of work and immediately prior to final inspection, clean the entire project site as follows.
2. Clean, sweep, wash, and polish all work and equipment including finishes.
3. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces.
4. Repair, patch, and touch up marred surfaces to match adjacent surfaces.
5. Broom clean paved surfaces; rake clean landscaped areas.
6. Remove from the site temporary structures and materials, equipment, and appurtenances not required as a part of, or appurtenant to, the completed work.
7. Finish roadway in accordance with Section 22 "Finishing Roadway" as specified in the State Standard Specifications.

E. Payment

1. Payment for meeting the requirements of this section shall be included in the various bid items of work, and no additional compensation will be provided therefor.

END OF SECTION
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SECTION 017839 PROJECT RECORD DRAWINGS

PART 1 -GENERAL

A. Summary

1. Record Drawings refer to those documents maintained and annotated by the Contractor during construction to illustrate the final location of all structures, piping, equipment, electrical conduits and raceways, pull boxes, outlet boxes and cables.
2. The Contractor shall record all changes or deviations that vary from the details indicated on the original Contract Documents including all addenda, if any. Identify buried or concealed construction and utility features, new and existing that are revealed during the course of construction. Record the horizontal and vertical location of buried utilities that differ from the locations indicated, or which were not indicated on the Contract Documents.
3. When the configuration and arrangement of the Work is changed from that indicated on the Contract Drawings or specified in these specifications, the authorizing document for the change, such as a Request for Information, Change Order, Shop Drawing, or Field Order, shall be clearly referenced on the Record Drawings as a comment.
4. Supplement the Record Drawings with detailed layout sketches, schedules, installation drawings and fabrication drawings.

PART 2 -PRODUCTS (NOT USED)

PART 3 - EXECUTION

A. Record Drawings

1. Record Drawings shall be full size and maintained in a clean and legible condition. Engineer will provide one set of full size Drawings for use as a Record Drawing set.
2. Do not use the Record Drawing set for construction purposes.
3. At the completion of the work, but prior to final payment, submit the Record Drawing set to the Engineer.
4. Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed.
5. Annotations to the Record Drawings shall be legible and shall be made with an erasable colored pencil conforming to the following color code:
 1. Additions and Final Dimensions – Red
 2. Deletions – Green
 3. Comments – Blue
6. The cost for meeting the requirements of this section is to be included the various bid items of work, and no additional compensation will be provided therefor.
7. Engineer will review the Contractor's updated Record Drawing mark-ups on a monthly basis during the evaluation of each progress payment.

1. Progress payment approval is contingent upon complete and up-to-date Record Drawing mark-ups.
2. Payment approval will be delayed if mark-up drawings are not up-to-date.

END OF SECTION

SECTION 020120

PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. Trenching, Backfilling, and Compacting: 312316.

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.
2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Provisions and the instructions of the Owner's Representative for guidance.
3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.
2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.
3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.
2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.
3. Alternative Construction--Sand-Cement Slurry: Sand-cement slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

D. Thrust Blocks on Waterlines

1. The Contractor's attention is called to thrust blocks for existing waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are owned and operated by the City of Atwater. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner's water division superintendent, and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.
2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:
 - a. Sand-cement slurry (94 pounds of cement per cubic yard).
 - b. The native material compacted to a relative compaction of 95%.
3. Then excavate the backfill material for construction of the thrust block.
4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class C concrete per Section 030500 for reconstruction.

END OF SECTION

SECTION 020510 ABANDONMENT OF SANITARY SEWERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Abandonment in place of existing sanitary sewers and manholes.

1.02 UNIT PRICES

- A. Measurement for grout fill and abandonment of existing gravity sewers is on a linear foot basis for each diameter of sewer being abandoned. Measurement will be along the centerline of the sewer from centerline to centerline of manholes.
- B. Measurement for grout fill and abandonment of sanitary sewer manholes is by each manhole abandoned in conformance with this Section.
- C. Payment will be full compensation for all material, equipment, and labor required for complete abandonment grouting, including air venting, testing, temporary plugs, pipes and all incidentals.
- D. No separate payment will be made for plugging and abandoning sanitary sewer. Include the cost of such abandonment in related work.
- E. Acceptability of grout material is based on achieving an average strength of at least 75 as defined in Paragraph 2.01B.1.

1.03 DEFINITIONS

- A. Abandonment. Sanitary sewer abandonment consists of demolition and removal of any portion of manholes existing within the specified depth of the surface, and the abandonment in place of sewer lines and manholes as specified in this Section.
- B. Flowable Fill. Flowable fill (abandonment grout) shall be a controlled low-strength material consisting of a fluid mixture of cement, fly ash, aggregate, water and with admixtures as necessary to provide workable properties. Placement of flowable fill may be by grouting techniques in sewer pipes or other restricted areas, or as mass placement by chutes or tremie methods in unrestricted locations with open access. The long-term hardened strength shall be within a specified range.
- C. Ballast. Large aggregate either replaced with the voids subsequently filled with flowable fill injected by grouting method; or in areas with open access, placed individually and sequentially at the same time as the flowable fill placement.
- D. Backgrouting. A secondary stage pressure grouting to ensure that voids have been filled within the abandoned sewer. Back grouting will only be required at critical locations indicated on the Drawings or if there is evidence of incomplete flowable fill placements.

1.04 SUBMITTALS

- A. Submittals shall conform to requirements of all sections and provisions of these specifications.
- B. Flowable fill mix design report:

1. Flowable fill type and production method.
 2. Use of ballast. Provide percentage of ballast of the total placement and size limits for the ballast if fill is intended to be used with ballast.
 3. Aggregate gradation of fill. The aggregate gradation of the mix (excluding ballast) shall be used as a pilot curve for quality control during production.
 4. Fill mix constituents and proportions including materials by weight and volume, and air content but excluding ballast. Give types and amounts of admixtures including air entrainment or air generating compounds.
 5. Fill densities and viscosities, including wet density at the point of placement.
 6. Initial time of set.
 7. Bleeding and shrinkage.
 8. Compressive strength.
- C. Technical information for equipment and operational procedures including projected slurry injection rate, grout pressure, method of controlling grout pressure, bulkhead and vent design, and number of stages of grout application.
- D. Experience record for the proposed crew, showing a minimum of 5 similar projects using the proposed or similar equipment and methods.
- E. At least 60 days prior to commencing any abandonment activities, submit a plan for abandonment, describing the proposed grouting sequence, bypass pumping requirements and plugging, if any, and other information pertinent to completion of the work.

PART 2 P R O D U C T S

2.01 FLOWABLE FILL

- A. Design Mix Criteria. Provide design of one or more mixes to meet the design criteria and conditions for placement. Present the information required by Paragraph 1.05B in the mix design report including the following:
1. Cement: ASTM C150 Type I or II. Volume and weight per cubic yard of fill. Provide minimum cement content of 100 pounds per cubic yard.
 2. Fly ash: ASTM C618 Class C or F. Volume and weight per cubic yard of fill. Provide minimum Fly ash content of 200 pounds per cubic yard.
 3. Potable water: Volume and weight per cubic yard of fill. Amount of water determined by mix design testing.
 4. Aggregate gradation: 100 percent passing the 3/8 inch sieve and not more than 10 percent passing the #200 sieve. The mix design report shall define a pilot gradation based on the following sieve sizes 3/8-inch, Nos. 4, 8, 16, 30, 50, 100 and 200. Do not deviate from the pilot gradation by more than +/-10 percentage points for any sieve for the production material.

5. Aggregate source material: Screened or crushed aggregate, pit or bank run fine gravels or sand, or crushed concrete. If crushed concrete is used, at least 30 percent of natural aggregate shall be added as necessary to provide workability.
6. Admixtures: Use admixtures meeting ASTM C494 and ASTM C107 as needed to improve pumpability, to control time of set, and reduce bleeding.
7. Fluidifier: Use a fluidifier meeting ASTM C397 as necessary to hold the solid constituents in suspension. Add a shrinkage compensator if necessary.
8. Performance additive: Use a flowable fill performance additive, such as Darafill or approved equal, to control the fill properties.

B. Flowable Fill Requirements

1. Unconfined compressive strength: minimum 75 psi at 56 days as determined based on an average of three tests for the same placement. Present at least three acceptable strength tests for the proposed mix design in the mix design report.
2. Placement characteristics: self-leveling.
3. Shrinkage characteristics: non-shrink.
4. Water bleeding for fill to be placed by grouting method in sewers: not to exceed 2 percent according to ASTM C940.
5. Minimum wet density: 90 pounds per cubic foot.

2.02 BALLAST

- A. Ballast material: natural rock or concrete pieces with a minimum size equal to at least 10 times the maximum aggregate size of the flowable fill and a maximum size of 24 inches. The maximum dimension shall not be more than 20 percent of the minimum dimension of the space to be filled.
- B. Ballast composition: free of any regulated waste material.

PART 3 EXECUTION

3.01 PREPARATION

- A. Have fill mix design reports and other submittals required by Paragraph 1.05 accepted by the Owner's Representative prior to start of placement. Notify the Owner's Representative at least 24 hours in advance of grouting with flowable fill.
- B. Select fill placement equipment and follow procedures with sufficient safety and care to avoid damage to existing underground utilities and structures. Operate equipment at a pressure that will not distort or imperil any portion of the work, new or existing.
- C. Clean sewer lines and video with closed circuit television to identify connections, locate obstructions, and assess the condition of the pipe. Locate previously unidentified connections, which have not been redirected and reconnected as a part of this project, and report them to

the Owner's Representative. During placement of the fill, compensate for any irregularities in the sewer pipe, such as obstructions, open joints, or broken pipe to ensure no voids remain unfilled.

- D. Perform demolition work prior to starting fill placement. Clean placement areas of sewers and manholes of debris that may hinder fill placement. Remove excessive amounts of sludge and any other substances that may degrade performance of the fill. Do not leave sludge or other debris in place if filling more than 2 percent of the placement volume. Dispose of waste material in compliance with Section 01500 - Temporary Facilities and Controls.
- E. Remove free water prior to starting fill placement.

3.02 **EQUIPMENT**

- A. Mix flowable fill in an automated batch plant and deliver it to the site in ready-mix trucks. Performance additives may be added at the placement site if required by mix design.
- B. Use concrete or grout pumps capable of continuous delivery at the planned placement rate.

3.03 **DEMOLITION OF ABANDONED SANITARY SEWER MANHOLES, AND PIPELINE STRUCTURES PRIOR TO ABANDONMENT**

- A. Remove manhole frames and covers and any castings from other existing pipeline structures. Deliver these castings to the Owner's storage yard. Alternatively, salvaged castings may be used upon approval by the Owner's Representative for construction of new manholes on this project.
- B. Demolish and remove precast concrete adjustment rings and corner section, or brick and mortar corbel and chimney, or other pipeline structure, to a minimum depth of 4 feet below finished grade. The structure may be removed to a greater depth, but not deeper than 18 inches above the crown of the abandoned sewer.
- C. If the adjacent sewer lines are not to be filled, place temporary plugs in each line connecting to the manhole in preparation for filling the manhole.

3.04 **INSTALLATION**

- A. Abandon sewer lines by completely filling the sewer line with flowable fill. Abandon manholes and other structures by filling with flowable fill, together with ballast as applicable, within the depth of structures left in place.
- B. Place flowable fill to fill the volume between the manholes as completely as practicable. Continuously place flowable fill from manhole to manhole with no intermediate pour points, but not exceeding 500 feet in length.
- C. Have the filling operation performed by experienced crews with equipment to monitor density of the flowable fill and to control pressure.
- D. Temporarily plug sewer lines which are to remain in operation during pouring/pumping to keep the lines free of flowable fill.
- E. Pump flowable fill through bulkheads constructed for placement of two 2-inch PVC pipes or use other suitable construction methods to contain the flowable fill in the

lines to be abandoned. These pipes will act as injection points or vents for placement of flowable fill.

- F. Place flowable fill under pressure flow conditions into a properly vented open system until flowable fill emerges from the vent pipes. Pump flowable fill with sufficient pressure to overcome friction and to fill the sewer from the downstream end, to discharge at the upstream end.
- G. Inject flowable fill through replaced ballast using grouting equipment and a series of grout pipes discharging at the bottom of the placement, allowing the fill to rise through the ballast effectively filling all voids. Alternatively, sequentially place individual pieces of ballast at the same time as flowable fill is placed. Do not fill with ballast more than 50 percent of the volume at any level to prevent nesting and void formation.
- H. Remediate placement of flowable fill which does not fill voids in a sewer, in manhole or other structures, or where voids develop due to excessive shrinkage or bleeding of the fill by using pressure grouting either from inside the sewer or from the surface.
- I. Backfill to the surface, above the pipe or structures left in place, with flowable fill in restricted areas, compacted bank run sand in unrestricted areas to be paved or select fill in unrestricted areas outside of pavement. Place and compact backfill, other than flowable fill, in compliance with these specifications.
- J. Collect and dispose of excess flowable fill material and other debris in accordance with all sections of these specifications.

3.05 FIELD QUALITY CONTROL

- A. Provide batch plant tickets for each truck delivery of flowable fill. Note on the tickets addition of admixtures at the site.
- B. Check flow characteristics and workability of the fill as the placement proceeds.
- C. Obtain at least three test cylinders for each placement area for determination of 56 day compressive strength and bleeding. The acceptance of the placement will be based on the average strength of the three tests.
- D. Record the volume of ballast together with the flowable fill placement for the same space to demonstrate that voids have been filled.

3.06 PROTECTION OF PERSONS AND PROPERTY

- A. Provide safe working conditions for employees throughout demolition and removal operations. Observe safety requirements for work below grade.
- B. Maintain safe access to adjacent property and buildings. Do not obstruct roadways, sidewalks or passageways adjacent to the work.

END OF SECTION

SECTION 030500 GENERAL CONCRETE CONSTRUCTION

PART 1 - GENERAL

A. Description

This section includes materials, installation, and testing of formwork, reinforcing steel, joints, concrete, and finishing and curing for general concrete construction.

B. Submittals

1. Submit shop drawings in accordance with the General Provisions and Section 013300.
2. Prepare concrete and mortar mix designs and laboratory 7-day and 28-day compressive tests or submit test reports of 7- and 28-day compressive tests of the mix where the same mix has been used on two previous projects. Prepare mix designs in accordance with ACI 318, Chapters 4 and 5, except as modified herein. Submit mix design in writing for review by the Owner at least 15 days before placing of any concrete.
3. Submit manufacturer's catalog data and descriptive literature for form ties, spreaders, corner formers, form coatings and curing compound, bond breakers, joint sealant, control joints, expansion joint dowels, and epoxy bonding compound.
4. Submit mill test certificates identifying chemical and physical analyses of each load of reinforcing steel delivered.
5. Submit six copies of a report from a testing laboratory verifying that aggregate material contains less than 1% asbestos by weight or volume and conforms to the specified gradations or characteristics.

C. Curb, Gutter, Sidewalk, and Driveway Specifications

This section does not apply to curb, gutter, sidewalk and/or driveways within the street right-of-way. These items shall instead be "minor concrete", and constructed per Section 73 of the 2018 Caltrans Standard Specifications. A white pigment shall be added as per City of Atwater Standard Specifications.

PART 2 - MATERIALS

A. Formwork

1. Design forms according to ACI 347.
2. Class I Forms: Use steel forms, ply form, or smooth-surface plywood 3/4-inch minimum thickness for straight surfaces and 1/2-inch minimum thickness for curved surfaces.
3. Class II Forms: Use plywood in good condition, metal, or smooth-planed boards free from large or loose knots with tongue and groove or ship lap joints.
4. Class II forms may be used for exterior concrete surfaces that are 1 foot or more below finished grade. Use Class I forms for all other surfaces.
5. Coat forms with form release agent.

B. Form Release Agent

1. Form release agent shall effectively prevent absorption of moisture and prevent bond with the concrete. Agent shall be nonstaining and nontoxic after 30 days.
2. For steel forms, release agent shall prevent discoloration of the concrete due to rust.

C. Reinforcing Steel

1. Reinforcement shall conform to ASTM A615 or A706, Grade 60.
2. Fabricate reinforcing in accordance with the current edition of the Manual of Standard Practice, published by the Concrete Reinforcing Steel Institute. Bend reinforcing steel cold.
3. Deliver reinforcing steel to the site bundled and with identifying tags.

D. Welded Wire Reinforcement

Welded wire reinforcement shall conform to ASTM A185.

E. Tie Wire

Tie wire shall be 16 gauge minimum, black, soft annealed.

F. Joint Sealant for Concrete Structures

1. Joint sealant shall be a multipart, gray, nonstaining, nonsagging, gun grade polyurethane sealant, which cures at ambient temperature to a firm, flexible, resilient, tear-resistant rubber. Sealant shall comply with ASTM C920, Type M, Grade P, Class 25 for horizontal joints and Grade NS, Class 25 for vertical joints and be recommended by the manufacturer for continuous immersion in water.

Characteristic or Parameter	Technical Requirements
Pot life	1 to 3 hours
Hardness	35 Shore A, ± 5 , ASTM D2240
Elongation	650%, ASTM D412
Tensile strength	200 psi, ASTM D412
Peel strength on concrete	No adhesion loss at 25 pounds
Temperature service range	40°F to 167°F
Immersion in water	Continuous

2. Sealant shall be Tremco Vulkem 227 or Sikaflex-2CNS (for Grade NS, Class 25), Sikaflex-2CSL of Sika Corporation or Vulkem 245 (for Type M, Grade P, Class 25), or equal. Troweling of sealants into joints will not be permitted.

G. Premolded Joint Filler

Joint filler shall be preformed, nonextruded type constructed of closed-cell neoprene conforming to ASTM D1752, Type I, as manufactured by W. R. Grace Company of Cambridge, Massachusetts; W. R. Meadows, Inc., Elgin, Illinois; or equal or bituminous-type preformed expansion joint filler conforming to ASTM D994.

H. Cement

1. Use domestic portland cement that conforms to ASTM C150, Type II.
2. Use only one brand of cement in any individual structure. Use no cement that has become damaged, partially set, lumpy, or caked. Reject the entire contents of the sack or container that contains such cement. Use no salvaged or reclaimed cement.
3. Maximum tricalcium aluminate shall not exceed 8%. The maximum percent alkalis shall not exceed 0.6%.

I. Aggregates

Aggregates shall be natural rock, sand, or crushed natural rock and shall comply with ASTM C33, and shall contain less than 1% asbestos by weight or volume. Aggregates shall be free from any substances that will react with the cement alkalis, as determined by Appendix X-1 of ASTM C33.

J. Concrete Admixtures

1. Class A concrete shall contain an air-entraining admixture conforming to ASTM C260. Admixtures shall be Master Builders MB-AE 90, Sika AER, or equal. Use in accordance with manufacturer's recommendations.
2. Do not use any admixture that contains chlorides or other corrosive elements in any concrete. Admixtures shall be nontoxic after 30 days.

K. Grout

1. Nonshrink grout shall conform to ASTM C1107 and to these specifications. Use a nongas-liberating type, cement base, premixed product requiring only the addition of water for the required consistency. Grout shall be UPCON High Flow, Master Flow 928, or equal. Components shall be inorganic.
2. Ordinary type grout (dry pack) shall consist of one part portland cement to two parts sand (100% passing a No. 8 sieve). Add sufficient water to form a damp formable consistency.
3. Epoxy Grout:
 - a. Mix the two components of epoxy bonding compound in compliance with the manufacturer's instructions.
 - b. Use sand that is oven dry and meets the following gradation requirements for epoxy grout:

Sieve Size	No. 8	No. 50	No. 100
% Passing	100	30 ±15	5 ±5

L. Repair Mortar

1. Mortar used for repair of concrete voids shall be made of the same materials as used for concrete, except that the coarse aggregate shall be omitted or the mortar shall consist of not more than one part cement to two and one-half parts sand by damp loose volume. The quantity of mixing water shall be no more than necessary for handling and placing.

2. Materials for repair of major defects or cracks shall be in accordance with "Repair of Defects and Cracks" specified in Part 3.

M. Bonding Compound

Epoxy bonding compound shall be Sikadur 32 Hi-Mod, Sika Chemical Corporation, Lyndhurst, New Jersey; Concrevic by BASF; Euco Epoxy 452 by Euclid Chemical Company; or equal.

N. Concrete Mix Design

1. Conform to ASTM C94, except as modified by these specifications.
2. Maximum water-cement ratio for Class A concrete = 0.45 by weight.
3. Use classes of concrete as described in the following table:

Class	Type of Work	28-Day Compressive Strength (in psi)	Minimum Cement Content (in lbs per C.Y.)
A	Concrete for all structures and concrete not otherwise specified.	4,000	564
B	Curbs, gutters, sidewalks, driveways, and other miscellaneous concrete for street improvements, nonreinforced concrete slabs, and thrust blocks.	3,000	470

4. Measure slump in accordance with ASTM C143. Slump shall be as follows:

Slab on grade or sections wider (in plan view) than 2 feet	3 inches maximum
Footings and walls	4 inches maximum

Proportion and produce the concrete to have a maximum slump as shown. A tolerance of up to 1 inch above the indicated maximum shall be allowed for individual batches provided the average for all batches or the most recent 10 batches tested, whichever is fewer, does not exceed the maximum limit. Concrete of lower than usual slump may be used provided it is properly placed and consolidated.

5. Combined aggregate grading shall be as shown in the following table:

Sieve Sizes	Maximum Aggregate Size		
	1-1/2"	1"	3/4"
	Percent Passing		
2"	100	---	---
1 1/2"	90 - 100	100	---
1"	50 - 86	90 - 100	100
3/4"	45 - 75	55 - 100	90 - 100
3/8"	38 - 55	45 - 75	60 - 80
No. 4	30 - 45	35 - 60	40 - 60
No. 8	23 - 38	27 - 45	30 - 45
No. 16	17 - 33	20 - 35	20 - 35
No. 30	10 - 22	12 - 25	13 - 23
No. 50	4 - 10	5 - 15	5 - 15
No. 100	1 - 3	1 - 5	0 - 5
No. 200	0 - 2	0 - 2	0 - 2

O. Slurry Cement Backfill

1. Slurry cement backfill shall consist of a fluid, workable mixture of aggregate, cement, and water.
2. Aggregate shall be either:
 - a. Material selected from excavation, imported material, or a combination thereof, free from organic matter and other deleterious materials and meeting the following gradation:

Sieve Sieves	Percentage Passing
1-1/2 inches	100
1 inch	80 to 100
3/4 inch	60 to 100
3/8 inch	50 to 100
No. 4	40 to 80
No. 100	10 to 40

- b. Commercial quality concrete sand.
3. Proportion the aggregate, cement, and water by either weight or volume. Include at least 188 pounds of cement per cubic yard produced. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.
4. Thoroughly machine-mix the materials for the slurry cement backfill in pugmill, rotary drum, or other mixer. Continue the mixing until the cement and water are thoroughly dispersed throughout the material. Place slurry cement backfill within one hour after mixing.

P. Curing Compound

1. Curing compound shall conform to ASTM C309, Type 1, Class A.
2. Curing compound shall be compatible with required finishes and coatings and shall meet the State of California Clean Air Quality Standards which limit the quantity of volatile organic compounds to 350 grams per liter.

PART 3 - EXECUTION

A. Form Tolerances

1. Failure of the forms to produce the specified concrete surface and surface tolerance shall be grounds for rejection of the concrete work. Rejected work shall be repaired or replaced at no additional cost to the Owner.
2. The following table indicates tolerances or allowable variations from dimensions or positions of structural concrete work:

	Maximum Tolerance (inch)
Sleeves and inserts	+1/4 -1/4
Projected ends of anchors	+1/4 -0.0
Anchor bolt setting	+1/4 -1/4
Finished concrete, all locations	+1/4 -1/4 in 10 feet max ±1 inch in total length

The planes or axes from which the above tolerances are to be measured shall be as follows:

Sleeves and inserts:	Centerline of sleeve or insert.
Projected ends of anchors:	Plane perpendicular to the end of the anchor as located in the drawings.
Anchor bolt setting:	Centerline of anchor bolt.
Finish concrete:	The concrete surface as defined in the drawings.

Where equipment is to be installed, comply with manufacturer's tolerances if more restrictive than above.

B. Form Surface Preparation

1. Clean form surfaces to be in contact with concrete of foreign material prior to installation.
2. Coat form surfaces in contact with concrete with a release agent prior to form installation.

C. Form Reuse

Reuse only forms that provide a uniform surface texture on exposed concrete surfaces. Apply light sanding or other surface treatment between uses for uniform texture. Plug unused tie rod holes with corks, shave flush, and sand the concrete surface side. Do not patch forms other than filling tie rod holes, except in the case of Class II forms. Do not use metal patching discs on Class I forms.

D. Removal of Forms

1. Forms and shoring for elevated structural slabs or beams shall remain in place until the concrete has reached a compressive strength equal to the specified 28-day compressive strength as determined by test cylinders. Do not remove supports and reshore. The following table indicates the minimum allowable time after the last cast concrete is placed before forms, shoring, or wall bracing may be removed:

Sides of footings and encasements	24 hours
Walls, vertical sides of beams, girders, columns, and similar members not supporting loads	48 hours
Slabs, beams, and girders	10 days (forms only)
Shoring for slabs, beams, and girders	Until concrete strength reaches specified 28-day strength
Wall bracing	Until top or roof slab concrete reaches specified 28-day strength

2. Do not remove forms from concrete that has been placed with outside air temperature below 50°F without first determining if the concrete has properly set without regard for time. Do not apply heavy loading on green concrete. Immediately after forms are removed, the surface of the concrete shall be carefully examined and any irregularities in the surface shall be repaired and finished as specified.

E. Formed Openings

Openings shall be of sufficient size to permit final alignment of pipes or other items without deflection or offsets of any kind. Allow space for packing where items pass through the wall to ensure watertightness. Provide openings with continuous keyways and water stops. Provide a slight flare to facilitate grouting and the escape of entrained air during grouting. Provide formed openings with reinforcement as indicated in the typical structural details. Reinforcing shall be at least 2 inches clear from the opening surfaces and encased items.

F. Embedded Items

Set anchor bolts and other embedded items accurately and hold securely in position until the concrete is placed and set. Check all special castings, channels, or other metal parts that are to be embedded in the concrete prior to and again after concreting. Check nailing blocks, plugs, and strips necessary for the attachment of trim, finish, and similar work prior to concreting.

G. Beveled Edges (Chamfer)

Form 3/4-inch beveled edges on exposed concrete edges and corners.

H. Site-Mixed Concrete

Conform to ACI 304.

I. Ready-Mixed Concrete

Conform to ASTM C94.

J. Placing Concrete

Conform to ACI 304.

K. Pumping Concrete

Conform to ACI 304.2R-91.

L. Weather Requirements

1. Conform to ACI 305 for placing during hot weather.
2. Conform to ACI 306 for placing during cold weather.

M. Bonding to Old Concrete

Coat the contact surfaces of structural sections with epoxy bonding compound when noted in the drawings. The method of preparation and application of the bonding compound shall conform to the manufacturer's printed instructions and recommendations for specific application for this project.

N. Backfill Against Walls

1. Do not place backfill against walls until the concrete has obtained a compressive strength equal to the specified 28-day compressive strength. Where backfill is to be placed on both sides of the wall, place the backfill uniformly on both sides.
2. Do not backfill the walls of structures that are laterally restrained or supported by suspended slabs or slabs on grade until the slab is poured and the concrete has reached the specified compressive strength.

O. Placing Slurry Cement Backfill

Place slurry cement backfill in a uniform manner that will prevent voids in, or segregation of, the backfill. Remove foreign material that falls into the excavation or trench. Do not commence backfilling over or place any material over the slurry cement backfill until at least four hours after placing the slurry cement backfill, except that when concrete sand is used for the aggregate and the in-place material is free draining, backfilling may commence as soon as the surface water is gone.

P. Concrete Finishes

1. Complete concrete surfaces in accordance with the following schedule:

Finish Designation	Area Applied
F-1	Beams, columns, and exterior walls not exposed to view.
F-3	Beams, columns, and walls of structures or buildings exposed to view. Underside of formed floors or slabs.
F-4	Exterior and interior surfaces to be coated.
S-1	Slabs and floors to be covered with concrete or grout.
S-4	Slabs and floors of structures or buildings exposed to view.
S-5	Slabs and floors at slopes greater than 10% and stairs.
E-1	Exposed edges. EXCEPTION: edges normally covered with earth.
E-2	Top of walls, beams, and similar unformed surfaces.

2. Finish F-1: Repair defective concrete, fill depressions deeper than 1/2 inch, and fill tie holes.

Finish F-3: In addition to Finish F-1, remove fins, fill depressions 1/4 inch or deeper, fill depressions and airholes with mortar. Dampen surfaces and then spread a slurry consisting of one part cement and one and one-half parts sand by damp loose volume, over the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.

Finish F-4: Repair defective concrete, remove fins, fill depressions 1/16 inch or deeper, fill tie holes, remove mortar spatter, and remove bulges higher than 1/16 inch.

Finish S-1: Screed to grade without special finish.

Finish S-4: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.

Finish S-5: Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.

Finish E-1: Provide chamfer or beveled edges.

Finish E-2: Strike smooth and float to an F-3 or F-4 finish.

Q. Curing Concrete

1. Conform to ACI 308.
2. Water cure with burlap mats unless optional curing methods are permitted.
3. Do not use curing compound on surfaces that are to be coated.
4. It is the responsibility of the Contractor to select the appropriate curing method in response to climatical and/or site conditions occurring at the time of concrete placement. Take appropriate measures as described in ACI 305 and 306 for protecting and curing concrete during hot and cold weather.

R. Repair of Defects and Cracks

1. Do not repair defects until concrete has been evaluated by the Owner's Representative.

2. Surface Defects:
 - a. Repair surface defects that are smaller than 1 foot across in any direction and are less than 1/2 inch in depth.
 - b. Repair by removing the honeycombed and other defective concrete down to sound concrete, cut or grind edges perpendicular to the surface and at least 3/8 inch deep, abrasive clean and thoroughly dampen the surface, work into the surface an epoxy bonding agent, and fill the hole with one part cement to one part fine sand. Match the finish on the adjacent concrete, and cure as specified.
3. Severe Defects:
 - a. Repair severe defects that are larger than surface defects but do not appear to affect the structural integrity of the structure.
 - b. Repair by removing the honeycombed and other defective concrete down to sound concrete, make edges of the repair area perpendicular to the surface, as required above, sandblast the sound concrete surface, coat the exposed surfaces with epoxy bonding compound, place nonshrink grout, match the finish on the adjacent concrete, and cure as specified.
4. Repair minor cracks in concrete structures that are wider than 1/10 inch by cutting out a square edged and uniformly aligned joint 3/8 inch wide by 3/4 inch deep, preparing exposed surfaces of the joint, priming the joint, and applying polyurethane joint sealant.
5. If the cracks are major or affect the hydraulic capacity or function of the element, the Owner's Representative may require the concrete to be repaired by epoxy injection.
6. Major Defects and Cracks: If the defects affect the structural integrity of the structure or if patching does not satisfactorily restore quality and appearance to the surface, the Owner's Representative may require the concrete to be removed and replaced, complete.

S. Concrete Tests

1. Concrete quality testing will be performed on the concrete by the Owner as follows:
 - a. Frequency of Sampling: Cast four concrete test cylinders from each 50 cubic yards, or fraction thereof, of each class of concrete placed in any one day. Sampling and curing of cylinders shall conform to ASTM C31.
 - b. Strength Testing: Test cylinders in accordance with ASTM C39. Test one cylinder at 7 days for information; test two cylinders at 28 days for acceptance; and hold one cylinder for verification. Strength acceptance will be based on the average of the strengths of the two cylinders tested at 28 days. If one cylinder of a 28-day test manifests evidence of improper sampling, molding, or testing, other than low strength, discard it and use the fourth cylinder for the test result.
 - c. Determine concrete slump by ASTM C143 with each strength test sampling and as required to establish consistency.
 - d. Determine air content of the concrete using ASTM C231 to verify the percentage of air in the concrete immediately prior to depositing in forms.
 - e. Concrete acceptance shall be based on the requirements of ACI 318.
2. To facilitate concrete sampling and testing, the Contractor shall:

- a. Furnish labor to assist the Owner in obtaining and handling samples at the project site.
- b. Advise the Owner in advance of concrete placing operations to allow for scheduling and completion of quality testing.
- c. Provide and maintain facilities for safe storage and proper curing of concrete test specimens on the project site, as required by ASTM C31.

END OF SECTION

SECTION 033050 EPOXY COATING OF WET WELL STRUCTURE

PART 1: GENERAL

1.1 Description

- A. This section covers epoxy coating to be applied to the following interior surfaces of the reinforced concrete wet well structure components:
 - 1. Wet well wall
 - 2. Underside of top slab of wet well (ceiling)
 - 3. Top surface of bottom slab of wet well (floor)

1.2 General

- A. The manufacturer of the epoxy coating shall furnish an affidavit attesting to the successful and completely satisfactory use of the materials as a coating for the service intended, before shipment thereof.
- B. The accepted epoxy coating manufacturer's standard printed specifications covering the installation of the coating in concrete structures shall be considered as being incorporated herein, and all work for and in connection with said plastic lining installation shall be strictly in accordance therewith. Such manufacturer's specifications shall include and cover application of epoxy coating, including preparation of surfaces and joints, and miscellaneous requirements covering transportation, handling, storing, cleanup, and inspection; and necessary precautions with respect to ventilation and protection of workmen.
- C. All work for and in connection with the installation of epoxy coating and the preparation of surfaces shall be performed by personnel certified by, or have their training approved and certified by, the coating and repair product(s) manufacturer(s) for the handling, mixing, application and inspection of the product(s) to be used as specified herein. Written certification of such training shall be submitted by the coating and repair product manufacturer(s) and shall include the individual contractor or subcontractor personnel to be employed on the project.
- D. Contractor shall utilize equipment for the application of the coating and repair product(s) which has been approved by the product manufacturer; and Contractor shall have received training on the operation and maintenance of said equipment from the product manufacturer. Written certification of such approval(s) and training shall be submitted by the coating and repair product manufacturer(s).

1.3 Submittals

- A. Complete specifications and data covering the materials to be furnished and detailed drawings covering the installation thereof, including but not limited to the application of epoxy coating to the wet well structure, and the arrangement and sealing of the butt and corner joints, shall be submitted in accordance with the procedure set forth in the submittals section.
- B. The Contractor shall furnish data certified by the pipe manufacturers that the epoxy coating is of the materials specified. No epoxy coated wet well section, pipe, or fitting will be accepted for use in the work on this project until certificates have been submitted and approved by the Engineer.
- C. Technical data sheet on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.

D. Applicator Qualifications:

1. Manufacturer certification that the Applicator has been trained in the handling, mixing and application of the products to be used.
2. Certification that the equipment to be used for applying the products has been approved by the protective coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.
3. Written document providing three (3) years of experience and five (5) recent references of Applicator indicating successful application of a 100% solids high-build solvent free coating by spray application.
4. Applicator must provide written documentation of having installed a minimum of 50,000 square feet of plural component spray applied epoxy coating the same or similar to that specified within the last two (2) years.

PART 2: PRODUCTS

2.1 Materials

- A. All primer and epoxy coating furnished shall be white in color and conform to the following:
1. Raven 175 Primer or approved equal.
 2. Raven 405 Series Epoxy or approved equal.

PART 3: EXECUTION

3.1 Installation

- A. Wet Well: Where designated in the Plans or in the contract documents, wet well shall be provided with interior of epoxy coating at **125 mils** dry film thickness. The entire circumference of the wet well shall be covered with the epoxy coating.
- B. All work in connection with the application of the epoxy coating in the wet well shall be performed in strict conformity with the epoxy coating manufacturer's recommendation.
- C. Ceiling of Wet Well: Epoxy coating for the ceiling surfaces shall be properly applied, and joints sealed in accordance with the requirements specified above for wall surfaces, and other requirements as may be required to conform to the manufacturer's accepted instructions and recommendations.
- D. Repairs: All repairs to damaged portions of the epoxy coating shall be made before final acceptance of the work, in conformity with the epoxy coating manufacturer's instructions and recommendations. Workmanship shall be neat and of the highest quality.
- E. Testing: All surfaces covered with the epoxy coating shall be tested with an acceptable electrical holiday or flaw detector after installation and any imperfections discovered thereby shall be repaired as specified above.
- F. Temperature of the surface to be coated should be maintained between 40 and 120°F.
- G. Prior to the application of epoxy coating, the Contractor shall prepare surface and apply Raven 175 Primer or approved equal, to all areas to receive epoxy coating per the manufacturer's recommendation.

3.2 Field Joints in Epoxy Coating

- A. The joint between epoxy coated wet well sections shall be prepared in the following manner before making the lining joints:
 - 1. The inside joint shall be filled and carefully painted with cement mortar for the full circumference of the pipe or manhole section. The mortar shall not, at any point, extend into the pipe or manhole section beyond a straight line connecting the surfaces of the adjacent pipe or manhole sections.
 - 2. No joint shall be made until after the trench has been backfilled. Wet well joints must be dry before joints are coated. All mortar and other foreign material shall be removed from coating surfaces adjacent to the pipe or manhole joint.
- B. All joints, pipe seals, steps or other penetrations shall be sealed against inflow, infiltration and exfiltration and be adequately filled, smoothed and contoured to promote monolithic coating application.

3.3 Testing and Repairing

- A. Coating system thickness shall be inspected to ensure compliance with the specifications herein.
 - 1. During application a wet film thickness gauge, meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken, documented, and attested to by Contractor for submission to Owner.
 - 2. After the coating product(s) have cured in accordance with manufacturer recommendations, coating system thickness may be measured according to SSPC-PA 9 - Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.
- B. High voltage holiday detection for coating systems installed in corrosive environments, when it can be safely and effectively employed, shall be performed to ensure monolithic protection of the substrate. After the coating product(s) have cured in accordance with manufacturer recommendations, all surfaces shall be inspected for holidays in accordance with NACE RPO 188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates or ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates. All detected holidays shall be marked and repaired according to the coating product(s) manufacturer's recommendations.
 - 1. Test voltage shall be a minimum of 100 volts per mil of coating system thickness.
 - 2. Detection of a known or induced holiday in the coating product shall be confirmed to ensure proper operation of the test unit.
 - 3. All areas repaired shall be retested following cure of the repair material(s).
 - 4. In instances where high voltage holiday detection is not feasible a close visual inspection shall be conducted and all possible holidays shall be marked and repaired as described above.
 - 5. Documentation of areas tested, equipment employed, results, and repairs made shall be submitted to the Owner/Engineer by Contractor.

- C. Adhesion of the coating system to the substrate shall be confirmed in a minimum of once every 1000 square feet of coated area. After the coating product(s) have cured in accordance with manufacturer recommendations, testing shall be conducted in accordance with ASTM D7234 Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers. Owner's representative shall select the areas to be tested.
1. A minimum of three 20 mm dollies shall be affixed to the coated surface at random locations within each 1000 square foot area or as otherwise agreed upon.
 2. The adhesive used to attach the dollies to the coating shall be rapid setting with tensile strengths in excess of at least twice the anticipated failure point (generally 1000 psi) and permitted to cure in accordance with manufacturer recommendations. The coating and dollies shall be adequately cleaned and prepared to receive the adhesive. Failure of the dolly adhesive shall be deemed a non-test and require retesting.
 3. Prior to performing the pull test, the coating shall be scored to the substrate, or within 10 mils of the substrate surface, by mechanical means without disturbing the dolly or coating system bond within the test area.
 4. Two of the three adhesion pulls in each test area shall exceed 200 psi and shall include substrate adhered to the back of the dolly or no visual signs of the coating product in the test hole. Pulls tests with results between 150 and 200 psi may be acceptable if more than 50 percent of the substrate in the test area is adhered to the dolly.
 5. Should a structure, or area, fail to achieve two successful pulls as described above, additional testing shall be performed at the discretion of the Owner or Project Engineer. Any areas detected to have inadequate bond strength shall be evaluated by the Project Engineer. Further bond tests may be performed in that area to determine the extent of potentially deficient bonded area and repairs shall be made by Contractor.
 6. All adhesion testing shall be performed by qualified personnel using calibrated equipment as specified by the applicable ASTM standard(s).
 7. All adhesion testing shall be documented and submitted in a consistent format detailing location, test values, description of the failure point/mode, scoring method employed, adhesive used, cure time of coating and adhesive and other data as deemed necessary by the owner/engineer.
 8. All adhesion test locations shall be repaired by the Contractor at no cost to the Owner.
- D. Visual inspection shall be made by the Project Engineer and/or Inspector. Any deficiencies in the finished coating affecting the performance of the coating system or the operational functionality of the structure shall be marked and repaired according to the recommendations of the coating product(s) manufacturer.
- E. The municipal sewer system may be returned to full operational service as soon as the final inspection has taken place and all coating materials have been adequately cured according to the coating product(s) manufacturer's recommendations.

END OF SECTION

SECTION 034210 PRECAST CIRCULAR CONCRETE MANHOLES

PART 1 - GENERAL

A. Description

This section includes design, materials, testing, and installation of precast circular concrete manholes.

B. Related Work Specified Elsewhere

1. General Concrete Construction: 030500.
2. Trenching, Backfilling, and Compacting: 312316.
3. Leakage and Infiltration Testing: 330130.

C. Submittals

1. Submit shop drawings in accordance with the General Provisions and Section 013300.
2. Submit manufacturer's catalog data on precast concrete manholes, frames, and covers. Show dimensions and materials of construction by ASTM reference and grade. Show lettering on manhole covers.

PART 2 - MATERIALS

A. Precast Circular Concrete Manholes

1. Precast circular concrete manholes shall comply with City of Atwater Standard Plan S-1, SD-2, and the requirements of these specifications.
2. Precast circular concrete manholes shall comply with ASTM C478, except that the wall thickness shall be 5 inches minimum. Minimum manhole diameter shall be 48 inches. Design manholes for the depths shown in the drawings, assuming a soil density of 130 pounds per cubic foot.
3. Minimum allowable steel shall be hoops of No. 4 wire cast into each unit.
4. Precast top sections shall be concentric cone except where shown otherwise in the drawings.
5. Cast manholes without ladder rungs.

B. Concrete

1. Cement for manholes and precast bases shall conform to ASTM C150 and C595, Type II.
2. Concrete used in pouring the manhole base shall be Class A per Section 030500.

C. Manhole Frames and Covers

1. Sewer manhole frames and covers shall be as indicated in the City Standard Plan, with the type of utility cast into the cover (e.g. "Storm" or "Sewer").

2. The covers shall seat firmly into the frame without rocking.

D. Pipe Connections for Manholes

Provide resilient grout in connectors between the manhole and piping in accordance with ASTM C923, ASTM C1244, and ASTM 1478. Connector is extruded from a Polyisoprene/SBR blend compound. Pipe connections shall be WATER-STOP (A-Lok Products, Inc.), or equal.

E. Crushed Rock for Manhole Base

Crushed rock shall comply with Section 312316. Crushed rock shall be the same material as the pipe bedding. If rock is not used for the pipe bedding, use 3/4-inch crushed rock for the manhole base.

PART 3 - EXECUTION

A. Manhole Base

1. Excavate for the manhole and install a crushed rock base, 12 inches thick, per Section 312316. Crushed rock base material shall extend 1 foot beyond the outside edge of the concrete manhole base. Compact to 90% relative density.
2. Form and pour concrete bases as one monolithic pour. For sewer manholes, form the portion above the invert elevation of the sewer pipe to provide a smooth channel section. Channels shall vary uniformly in size and shape from inlet to outlet.

B. Installing Manholes

1. Set each precast concrete manhole unit plumb on a bed of mortar to make a watertight joint at least 1/2-inch-thick with the concrete base or with the preceding unit. Point the inside joint and wipe off the excess mortar. Secure the manhole frame to the grade ring with grout and cement mortar fillet. Backfill, compact, and replace pavement.
2. Assemble units so that the cover conforms to the elevation determined by the manhole location as follows:
 - a. In Paved Areas: Top of cover shall be flush with the paving surface.
 - b. In Shoulder Areas: Top of cover shall be flush with existing surface where it is in traveled way of shoulder and 0.1 foot above existing surface where outside limits of traveled way but not in the existing roadside ditch.
 - c. In Roadside Ditch or Unpaved Open Areas: Top of cover shall be 18 inches above the ground surface.

C. Sealing and Grouting of Manhole Sections

Clean ends of precast sections of foreign materials. Place a bed of grout in and completely around the groove of the lower section. Set next section in place. Fill remaining interior and exterior joint cavity completely with mortar of the proper consistency. Trowel interior and exterior surfaces smooth on tongue-and-groove joints. Wipe off any excess grout from the interior and exterior of the joints. Prevent mortar from drying out by applying curing compound or comparable method. Chip out and replace cracked or defective mortar. Completed manhole shall be rigid and watertight.

D. Flexible Pipe Joints at Manhole Walls

Provide two 2-foot-long pipe sections from manhole walls. Lay pipes entering manhole base penetrations and resilient connections on compacted base.

E. Leakage Testing of Sewer Manholes

Test manholes for leakage along with the pipe.

F. Backfill Around Manholes

Backfill and compact around the manholes using native material, per Section 312316 and the pipe specification.

END OF SECTION

SECTION 034211 PRECAST CONCRETE VAULTS

PART 1 - GENERAL

A. The Requirement

1. Furnish and install all precast vaults, complete with blockouts, hatches, coatings, linings, and any other appurtenances, as shown on the plans and specified herein, in accordance with the requirements of the Contract Documents.

B. Related work Specified Elsewhere

1. Section 310000, Earthwork

C. Reference Specifications, Codes and Standards

1. Commercial Standards:
 1. ASTM A48 Specification for Gray Iron Castings.
 2. ASTM C150 Specification for Portland Cement.
 3. ASTM C857 Minimum Structural Design Loading for Underground Precast Concrete Utility Structures
 4. ASTM C858 Underground Precast Concrete Utility Structures
 5. ASTM C891 Installation of Underground Precast Concrete Utility Structures
 6. Federal Spec Sealing Compound, Preformed Plastic, for Expansion
 SS-S-210: Joints and Pipe Joints.

D. Contractor Submittals

1. Drawings: Furnish complete shop drawings for all pre-cast vaults and appurtenances including design criteria, reinforcing steel provisions and locations, concrete cover, layout of all inserts, attachments, and openings, location and type of joints.
2. Product Data: Precast utility vault, hardware, minimum concrete 28-day compressive strength, cement certification, and vault hatches with metal safety grating.
3. Submit shop drawings for access hatches in accordance with the General Provisions and Section 013300.

E. Quality Assurance

1. Provide products of a manufacturer who has been regularly engaged in the design and manufacture of the product.
2. Demonstrate to the satisfaction of the City that the quality is equal to the product made by those manufacturers specifically named herein, if an alternate product manufacturer is proposed.

PART 2 - PRODUCTS

A. Design Criteria

1. General: ASTM C857, C858, and also:
2. Vault Design Requirements
 - a. Size - Vault dimensions shall be as required by Contract Drawings.
 - b. Material - Concrete used for manufactured vaults shall have a minimum 4,000 psi compressive strength.

- c. Covers – When leveling bolts are used to set the vault top sections, the Contractor shall ensure that the load on the vault will be transferred through the mortar to the vaults, and will not be carried by the leveling bolts.
- d. Loading - Where vaults are in paved areas, they shall be designed for H-20 traffic loading. In other areas, they shall be designed for a vertical live load of 300 psf. Lateral loads on all vault walls shall be as follows:

Static: 85 x H (PSF) triangular equivalent fluid pressure plus surcharge of 100 PSF in areas designated for vehicular traffic.

Seismic: For walls unrestrained from movement at the top, apply a load of $5.5 \times H^2$ pounds per foot of wall length. The resultant is located at $0.6 \times H$ from the bottom of the wall. (H = depth of soil to vault bottom).

For walls restrained from movement at the top, apply a load of $20 \times H^2$ pounds per foot of wall length. The resultant is located at $0.6 \times H$ from the bottom of the wall. (H = depth of soil to vault bottom).

Groundwater: All vaults shall be designed to resist uplift, with a factor of safety of 1.5, from groundwater at finished grade. Buoyant weight of soil shall be assumed to be 50 pcf.

Seismic Loading: Vaults shall be designed to meet the seismic loading requirements of the 2007 California Building Code.

Mechanical Details: Piping, electrical, and other details shall be as required by the Contract Documents.

B. Precast Sections

1. General

- a. Cement: ASTM C150, Type II, low alkali.
- b. Vault openings: Size to support the cover or hatch.
- c. Lifting eyes: Provide for each section.
- d. Dimensions: Provide vault that meets minimum inside dimensions as shown on the Drawings.
- e. Manufacturers:
 - 1. Utility Vault Company
 - 2. Associated Concrete Products, Inc.
 - 3. Brooks Products, Inc.
 - 4. Teichert Precast
 - 5. Jensen Precast
 - 6. or equal.

C. Sealant Gaskets

1. Type: Preformed, continuous rope form plastic material, protected by removable two-piece wrapper.
2. Sealing Compound: Reinforced hydrocarbon resins blended with plasticizing compounds and reinforced with inert mineral filler. No solvents, irritating fumes or obnoxious odors.
3. Adhesive and Cohesive Strength: Not dependent on oxidizing, evaporating, or chemical action.
4. Conform to Federal Specification SS-S-210.
5. Provide: QUIKSEAL as supplied by Associated Concrete Products; RAM-NEK as manufactured by K. T. Snyder Company, Inc.; or equal.

D. Source Quality Control

1. Precast Sections:
 - a. Verify concrete compressive strength test results are satisfactory for the sections supplied.
 - b. State the curing method. Identify the start and end dates for the sections supplied.

E. Access Hatch

1. Access Hatch: The W1S (single leaf) series access frames and covers as manufactured by Halliday Products, Inc. (Series W1S Access Door Channel Frame With Spring Assist), or approved equal in accordance with the requirements of the Drawings.
 - a. Provide clear opening and number of door leafs per Drawings.
 - b. Cover Leaf: 1/4" (7mm) aluminum diamond plate.
 - c. Channel Frame: 1/4" (7mm) aluminum with continuous anchor flange and a 1-1/2 inch (38mm) drainage coupling located in the front left corner of frame.
 - d. Frame Coating: bituminous coating where in contact with concrete.
 - e. Load Rating: 300 lbs. psf (1464 kg. psm) uniform live load.
 - f. Locking System: Type 316 stainless steel slam lock with removable key.
 - g. Cover equipped with the following stainless steel features: spring assists, T-316 heavy duty hinges, T-316 tamper proof attaching hardware, automatic T-316 hold open arm with aluminum latch.
 - h. Built-in neoprene gasket to limit the transmission of odors. The gasket shall limit air infiltration to less than 1 cfm. per lineal foot of opening perimeter with a pressure differential equal to a 1" column of water.
 - i. Guarantee: Access covers shall carry a lifetime guarantee against defects in material and/or workmanship.

PART 3 - EXECUTION

A. Installation

1. General: ASTM C891 and also:
 - a. Compact subgrade to 90% relative density for 6-inch minimum depth.
 - b. Provide a 12-inch layer of Class 2, 3/4-inch maximum aggregate base under the base slab and compact to 95% relative density prior to placement.
 - c. Apply primer to joint surfaces in accordance with manufacturer's instructions. Make all joints watertight with sealant gaskets.
 - d. Backfill around the concrete vaults with Structural Backfill material per Section 02200. Compact the backfill material to 95% relative density from the base up to final finish grade, over an area defined as being within a distance of 4 feet from the exterior walls of the vault.
 - e. Accurately locate and place the concrete vault 1/8-inch vertical elevation in paved areas and to 1/2-inch in other areas. Coordinate the activities of all trades so that this tolerance is achieved.
 - f. Embed hatch and access frames in vault decks to obtain a solid fit, without rattling under load.
 - g. Embed sleeves for pipe penetrations in accordance with the Drawings to obtain concentric penetration of pipe through vault wall.

B. Field Quality Control

1. Verify all precast sections are continuously sealed with gaskets.
2. Verify vault hatches and covers fit quietly in the frames.

END OF SECTION

PART 1 - GENERAL

1.01 Work under this section includes, but is not limited to, furnishing and installing a factory built triplex pump station as indicated on the project drawings, herein specified, as necessary for proper and complete performance.

1.02 REFERENCES

A. Publications listed below form part of this specification to extent referenced in the text by basic designation only. Consult latest edition of publication unless otherwise noted.

1. American National Std. Institute (ANSI) / American Water Works Assoc. (AWWA)
 - a. ANSI B16.1 Cast iron pipe flanges and flanged fittings.
 - b. ANSI/AWWA C115/A21.51 Cast/ductile iron pipe with threaded flanges.
 - c. ANSI 253.1 Safety Color Code for Marking Physical Hazards.
 - d. ANSI B40.1 Gages, Pressure and Vacuum.
 - e. AWWA C508 Single Swing Check Valves.
2. American Society for Testing and Materials (ASTM)
 - a. ASTM A48 Gray Iron Castings.
 - b. ASTM A126 Valves, Flanges, and Pipe Fittings.
 - c. ASTM A307 Carbon Steel Bolts and Studs.
 - d. ASTM A36 Structural Steel.
3. Institute of Electrical and Electronics Engineers (IEEE)
 - a. ANSI/IEEE Std 100 Standard Dictionary of Electrical Terms.
 - b. ANSI/IEEE Std 112 Test Procedure for Polyphase Induction Motors.
 - c. IEEE Std 242 Protection of Industrial and Control Power Systems.
4. National Electric Code (NEC) / National Electrical Manufacturers Assoc. (NEMA)
 - a. NEC National Electric Code.
 - b. NEC 701 National Electric Code article 701.
 - c. NEMA Std MG1 Motors and Generators.
5. Miscellaneous References
 - a. Ten-State Standards Recommended Standards for Sewage Works.
 - b. Hydraulic Institute Std for Centrifugal, Rotary and Reciprocating Pumps.
 - c. NMTBA and JIC Std National Machine Tool Builders Association and Joint Industrial Council Standards
 - d. ISO 9001 International Organization for Standardization.

1.03 SYSTEM DESCRIPTION

A. Contractor shall furnish and install one factory built base mounted, automatic pump station. The station shall be complete with all equipment specified herein, factory assembled on a common steel base.

- B. Principal items of equipment shall include three horizontal, self priming, centrifugal sewage pumps, V-belt drives, motors, piping, valves, motor control panel, automatic liquid level control system, and integral wiring.
- C. Factory built pump station design, including materials of construction, pump features, valves and piping, and motor controls shall be in accordance with requirements listed under PART 2 - PRODUCTS of this section.

1.04 PERFORMANCE CRITERIA

- A. Pumps must be designed to handle raw, unscreened, domestic sanitary sewage. Pumps shall have ____" suction connection, and ____" discharge connection. Each pump shall be selected to perform under following operating conditions:

1. Simplex	Parallel	____SIMPLEX____
2. Capacity (GPM)		____1000____
3. Total Dynamic Head (FT)		____33____
4. Total Dynamic Suction Lift(FT)		____TBD by Others____
5. Maximum Repriming Lift (FT)		____25____
6. Minimum TDH (FT)		____10____
7. Maximum TDH (FT)		____128____
8. Maximum Static Suction Lift (FT)		____25____
9. Total Discharge Static Head (FT)		____TBD by Others____
10. Minimum Submergence Depth (FT)		____1.5____

- B. Site power furnished to pump station shall be 3 phase, 60 hertz, 230 volts, 4 wire, maintained within industry standards. The available fault current provided at the pump station control panel is ____ TBD by Others ____ kA rms symmetrical. Voltage tolerance shall be plus or minus 10 percent. Phase-to-phase unbalance shall not exceed 1% average voltage as set forth in NEMA Standard MG-1. Control voltage shall not exceed 132 volts.

1.05 SUBMITTALS

- A. Product Data

- 1. Prior to fabrication, pump station manufacturer shall submit 5 copies of submittal data for review and approval.
- 2. Submittal shall include shop drawings, electrical ladder logic drawings, and support data as follows: Catalog cuts sheets reflecting characteristics for major items of equipment, materials of construction, major dimensions, motor and v-belt drive data, pump characteristic curves showing the design duty point capacity (GPM), head (FT), net positive suction head required (NPSHr), and hydraulic brake horsepower (BHP). Electrical components used in the motor branch and liquid level control shall be fully described.

- B. Shop drawings shall provide layout of mechanical equipment and anchor bolt locations for station. Contractor piping connections and station access clearances shall be dimensioned relative to the station centerline. The electrical ladder logic drawings shall illustrate motor branch and liquid level control circuits to extent necessary to validate function and integration of circuits to form a complete working system.

C. Operations Maintenance Manuals

1. Installation shall be in accordance with written instructions provided by the pump station manufacturer. Comprehensive instructions supplied at time of shipment shall enable personnel to properly operate and maintain all equipment supplied. Content and instructions shall assume operating personnel are familiar with pumps, motors, piping and valves, but lack experience on exact equipment supplied.
2. Documentation shall be specific to the pump station supplied and collated in functional sections. Each section shall combine to form a complete system manual covering all aspects of equipment supplied by the station manufacturer. Support data for any equipment supplied by others, even if mounted or included in overall station design, shall be provided by those supplying the equipment. Instructions shall include the following as a minimum:
 - a. Functional description of each major component, complete with operating instructions.
 - b. Instructions for operating pumps and pump controls in all modes of operation.
 - c. Calibration and adjustment of equipment for initial start-up, replacement of level control components, or as required for routine maintenance.
 - d. Support data for commercially available components not produced by the station manufacturer, but supplied in accordance with the specifications, shall be supported by literature from the prime manufacturer and incorporated as appendices.
 - e. Electrical schematic diagram of the pump station circuits shall be in accordance with NMTBA and JIC standards. Schematics shall illustrate, to the extent of authorized repair, pump motor branch, control and alarm system circuits including interconnections. Wire numbers and legend symbols shall be shown. Schematic diagrams for individual components, not normally repairable by the station operator, need not be included. Details for such parts shall not be substituted for an overall system schematic. Partial schematics, block diagrams, and simplified schematics shall not be provided in lieu of an overall system diagram.
 - f. Mechanical layout drawing of the pump station and components, prepared in accordance with good commercial practice, shall provide installation dimensions and location of all pumps, motors, valves and piping.
3. Operation and maintenance instructions which rely on vendor cut-sheets and literature which include general configurations, or require operating personnel to selectively read portions of the manual shall not be acceptable. Operation and maintenance instructions must be specific to equipment supplied in accordance with these specifications.

1.06 QUALITY ASSURANCE

- A. The pumps and pump station manufacturer must be ISO 9001:2000 revision certified, with scope of registration including design control and service after sales activities.
- B. Upon request from the engineer, the pump station manufacturer shall prove financial stability and ability to produce the station within the specified delivery schedules. Evidence of facilities,

equipment and expertise shall demonstrate the manufacturer's commitment to long term customer service and product support.

- C. Manufacturer must show proof of original product design and testing. Products violating intellectual property regulations shall not be allowed, as they may violate international law and expose the user or engineer to unintended liabilities. "Reverse-engineered" products fabricated to substantially duplicate the design of original product shall not be allowed, as they may contain substantial differences in tolerances and material applications addressed in the original design, which may contribute to product failure.
- D. The term "pump manufacturer" or "pump station manufacturer" shall be defined as the entity which designs, machines, assembles, hydraulically tests and warranties the final product. Any entity that does not meet this definition will not be considered a "pump manufacturer" or "pump station manufacturer" and is not an acceptable supplier. For quality control reasons and future pump and parts availability, all major castings of the pump shall be sourced and machined in North America.

E. Pump Performance Certifications

- 1. ERADICATOR™ or approved equal – Solids Management System designed for management of sanitary wipes, plastic bags, feathers, hair, sludge, and all other types of stringy solids.
- 2. Solids Handling Capability
 - a. All internal passages, impeller vanes, and recirculation ports shall pass a 2.5" spherical solid. Smaller internal passages that create a maintenance nuisance or interfere with priming and pump performance shall not be permitted. Upon request from the engineer, manufacturer's certified drawings showing size and location of the recirculation port(s) shall be submitted for approval.

F. Reprime Performance

- 1. Consideration shall be given to the sanitary sewage service anticipated, in which debris is expected to lodge between the suction check valve and its seat, resulting in the loss of the pump suction leg, and siphoning of liquid from the pump casing to the approximate centerline of the impeller. Such occurrence shall be considered normal, and the pump must be capable of automatic, unattended operation with an air release line installed.
- 2. During unattended operation, the pump shall retain adequate liquid in the casing to insure automatic repriming while operating at its rated speed in a completely open system. The need for a suction check valve or external priming device shall not be required.
- 3. Pump must reprime 25 vertical ft. at the specified speed and impeller diameter. Reprime lift is defined as the static height of the pump suction above the liquid, while operating with only one-half of the liquid remaining in the pump casing. The pump must reprime and deliver full capacity within five minutes after the pump is energized in the reprime condition. Reprime performance must be confirmed with the following test set-up:
 - a. A check valve to be installed downstream from the pump discharge flange. The check valve size shall be equal (or greater than) the pump discharge diameter.

- b. A length of air release pipe shall be installed between pump and the discharge check valve. This line shall be open to atmosphere at all times duplicating the air displacement rate anticipated at a typical pump station fitted with an air release valve.
 - c. The pump suction check valve shall be removed. No restrictions in the pump or suction piping will prevent the siphon drop of the suction leg. Suction pipe configuration for reprime test shall incorporate a 2 feet minimum horizontal run, a 90 degree elbow and vertical run at the specified lift. Pipe size shall be equal to the pump suction diameter.
 - d. Impeller clearances shall be set as recommended in the pump service manual.
 - e. Repeatability of performance shall be demonstrated by testing five consecutive reprime cycles. Full pump capacity (flow) shall be achieved within five minutes during each cycle.
 - f. Liquid to be used for reprime test shall be water.
4. Upon request from the engineer, certified reprime performance test results, prepared by the manufacturer, and certified by a registered professional engineer, shall be submitted for approval prior to shipment.

1.07 MANUFACTURER'S WARRANTY

- A. The pump station manufacturer shall warrant all equipment to be of quality construction, free of defects in material and workmanship. A written warranty shall include specific details described below.
 - 1. In addition to defects in material and workmanship, fiberglass reinforced polyester station enclosures (where applicable) are warranted for sixty (60) months to be resistant to rust, corrosion, corrosive soils, effects of airborne contamination or physical failures occurring in normal service for the period of the pump station warranty.
 - 2. All other equipment, apparatus, and parts furnished shall be warranted for sixty (60) months, excepting only those items that are normally consumed in service, such as light bulbs, oils, grease, packing, gaskets, O-rings, etc. The pump station manufacturer shall be solely responsible for warranty of the station and all components.
- B. Components failing to perform as specified by the engineer, or as represented by the manufacturer, or as proven defective in service during the warranty period, shall be replaced, repaired, or satisfactorily modified by the manufacturer.
- C. It is not intended that the station manufacturer assume liability for consequential damages or contingent liabilities arising from failure of any vendor supplied product or part which fails to properly operate, however caused. Consequential damages resulting from defects in design, or delays in delivery are also beyond the manufacturer's scope of liability.
- D. Equipment supplied by others and incorporated into a pump station or enclosure is not covered by this limited warranty. Any warranty applicable to equipment selected or supplied by others will be limited solely to the warranty, if any, provided by the manufacturer of the equipment.

- E. This limited warranty shall be valid only when installation is made and use and maintenance is performed in accordance with manufacturer recommendations. A start-up report completed by an authorized manufacturer's representative must be received by manufacturer within thirty (30) days of the initial date the unit is placed into service. The warranty shall become effective on the date of acceptance by the purchaser or the purchaser's authorized agent, or sixty (60) days after installation, or ninety (90) days after shipment from the factory, whichever occurs first.

PART 2 - PRODUCT

2.01 UNITARY RESPONSIBILITY

- A. In order to unify responsibility for proper operation of the complete pumping station, it is the intent of these Specifications that all system components be furnished by a single supplier (unitary source). The pumping station must be of standard catalog design, totally warranted by the manufacturer. Under no circumstances will a system consisting of parts compiled and assembled by a manufacturer's representative or distributor be accepted.

2.02 MANUFACTURER

- A. The pump station system integrator must be ISO 9001:2000 revision certified, with scope of registration including design control and service after sales activities.
- B. The specifications and project drawings depict equipment and materials manufactured by The Gorman-Rupp Company which are deemed most suitable for the service anticipated. It is not intended, however, to eliminate other products of equal quality and performance. The contractor shall prepare his bid based on the specified equipment for purposes of determining low bid. Award of a contract shall constitute an obligation to furnish the specified equipment and materials.
- C. After execution of the contract, the contractor may offer substitutions to the specified equipment for consideration. The equipment proposed for substitution must be superior in construction and performance to that specified in the contract, and the higher quality must be demonstrated by a list of current users of the proposed equipment in similar installations.
- D. In event the contractor obtains engineer's approval for equipment substitution, the contractor shall, at his own expense, make all resulting changes to the enclosures, buildings, piping or electrical systems as required to accommodate the proposed equipment. Revised detail drawings illustrating the substituted equipment shall be submitted to the engineer prior to acceptance.
- E. It will be assumed that if the cost to the contractor is less for the proposed substitution, then the contract price shall be reduced by an amount equal to the savings.

2.03 UNIT BASE

- A. The unit base shall comprise a base plate, perimeter flange, and reinforcements. Base plate shall be fabricated of steel not less than 1/4" thick. Perimeter flange and reinforcements shall be designed to prevent flexing or warping under operating conditions. Base plate and/or flange shall be drilled for hardware used to secure unit base to concrete pad as shown on the contract drawings. Unit base shall contain provisions for lifting the complete pump unit during shipping and installation.

2.04 PUMP DESIGN

- A. Pumps shall be horizontal, self-priming centrifugal type, designed specifically for handling raw, unscreened, domestic sanitary sewage. Pump solids handling capability and performance criteria shall be in accordance with requirements listed under PART 1 - GENERAL of this section.
- B. The pump manufacturer must be ISO 9001:2008 revision certified, with scope of registration including design control and service after sales activities.
- C. Materials and Construction Features
 - 1. Pump casing shall be cast iron Class 30 with integral volute scroll. Casing shall incorporate following features:
 - a. Mounting feet sized to prevent tipping or binding when pump is completely disassembled for maintenance.
 - b. Fill port coverplate, 3 1/2" diameter, shall be opened after loosening a hand nut/clamp bar assembly. In consideration for safety, hand nut threads must provide slow release of pressure, and the clamp bar shall be retained by detente lugs. A Teflon gasket shall prevent adhesion of the fill port cover to the casing.
 - c. Casing drain plug shall be at least 1 1/4" NPT to insure complete and rapid draining.
 - d. Liquid volume and recirculation port design shall be consistent with performance criteria listed under PART 1 - GENERAL of this section.
 - 2. Coverplate assembly shall be cast iron Class 30. Design must incorporate following maintenance features:
 - a. A lightweight inspection coverplate, retained by acorn nuts, for access to pump interior for removal of stoppages. Designs that require removal of complete coverplate assembly for access to the impeller will not be accepted.
 - b. Retained by acorn nuts for complete access to pump interior. Back coverplate removal must allow service to the impeller, seal, wear plate or check valve without removing suction or discharge piping. Back coverplate shall incorporate an obstruction free flow path by combining four support posts into a two-point "webbed" plate design for increased durability, reduced clogging, and increased operational efficiency.
 - c. Aggressive Self-Cleaning Wear Plate
 - 1) A replaceable wear plate secured to the back cover plate by studs and nuts. Wear plate shall be self-cleaning design ensuring that debris is cleared away and does not collect on the impeller vanes.
 - 2) The nature of the conveyed medium poses significant challenges to the continuous operation of the pump. Of particular concern is the clogging of the impeller by debris in the pumped medium including but not limited to long rags, fibers, and like debris which are able to wrap around the impeller vanes, stick to the center of the vanes or hub, or lodge within the spaces between the impeller and the housing.
 - 3) The aggressive self-cleaning wear plate shall have integral laser cut notches and grooves in combination with a "tooth" designed to disturb and dislodge any solids which

might otherwise remain on the impeller in dynamic operation. Wear plate is designed to constantly and effectively clear the eye of the impeller without the use of blades or cutters.

- d. In consideration for safety, a pressure relief valve shall be supplied in the inspection coverplate. Relief valve shall open at 75-200 PSI.
 - e. One O-ring of Buna-N material shall seal inspection coverplate to back coverplate.
 - f. Two O-rings of Buna-N material shall seal back coverplate to pump casing.
 - g. Pusher bolt capability to assist in removal of inspection coverplate or back coverplate. Pusher bolt threaded holes shall be sized to accept same retaining capscrews as used in rotating assembly.
 - h. Easy-grip handle shall be mounted to face of inspection coverplate.
3. Rotating assembly, which includes impeller, shaft, mechanical shaft seal, lip seals, bearings, seal plate and bearing housing, must be removable as a single unit without disturbing the pump casing or piping. Design shall incorporate following features:
- a. Seal plate and bearing housing shall be cast iron Class 30. Separate oil filled cavities, vented to atmosphere, shall be provided for shaft seal and bearings. Cavities must be cooled by the liquid pumped. Three lip seals will prevent leakage of oil.
 - 1) The bearing cavity shall have an oil level sight gauge and fill plug check valve. The clear sight gauge shall provide easy monitoring of the bearing cavity oil level and condition of oil without removal of the fill plug check valve. The check valve shall vent the cavity but prevent introduction of moist air to the bearings.
 - 2) The seal cavity shall have an oil level sight gauge and fill/vent plug. The clear sight gauge shall provide easy monitoring of the seal cavity oil level and condition of oil without removal of the fill/vent plug.
 - 3) Double lip seal shall provide an atmospheric path providing positive protection of bearings, with capability for external drainage monitoring.
 - b. Impeller shall be ductile iron, two-vane, semi-open, non-clog, with integral pump out vanes on the back shroud. Impeller shall thread onto the pump shaft and be secured with a lockscrew and conical washer.
 - c. Shaft shall be AISI 4140 alloy steel unless otherwise specified by the engineer, in which case AISI 17-4 pH stainless steel shall be supplied.
 - d. Bearings shall be anti-friction ball type of proper size and design to withstand all radial and thrust loads expected during normal operation. Bearings shall be oil lubricated from a dedicated reservoir. Pump designs which use the same oil to lubricate the bearings and shaft seal shall not be acceptable.
 - e. Shaft seal shall be cartridge oil lubricated mechanical type. The stationary and rotating seal faces shall be tungsten titanium carbide alloy. Each mating surface shall be lapped to within three light bands flatness (35 millionths of an inch), as measured by an optical flat under monochromatic light. The stationary seal seat shall be double floating by virtue of a dual

O-ring design; an external O-ring secures the stationary seat to the seal plate, and an internal O-ring holds the faces in alignment during periods of mechanical or hydraulic shock (loads which cause shaft deflection, vibration, and axial/radial movement). Elastomers shall be viton; cage and spring to be stainless steel. Seal shall be oil lubricated from a dedicated reservoir. The same oil shall not lubricate both shaft seal and shaft bearings. Seal shall be warranted in accordance with requirements listed under PART 1 - GENERAL of this section.

- f. Pusher bolt capability to assist in removal of rotating assembly. Pusher bolt threaded holes shall be sized to accept same capscrews as used for retaining rotating assembly.
- 4. Adjustment of the impeller face clearance (distance between impeller and wearplate) shall be accomplished by external means.
 - a. Clearances shall be maintained by a four point external shimless coverplate adjustment system, utilizing a four collar and four adjusting screw design allowing for incremental adjustment of clearances by hand as required. Each of the four points shall be lockable to prevent inadvertent clearance increases or decreases due to equipment vibration or accidental operator contact. The four point system also allows for equal clearance gaps at all points between the impeller and wear plate. Requirement of realignment of belts, couplings, etc., shall not be acceptable. Coverplate shall be capable of being removed without disturbing clearance settings. Clearance adjustment systems that utilize less than four points will not be considered.
 - b. There shall be provisions for additional clearance adjustment in the event that adjustment tolerances have been depleted from the coverplate side of the pump. The removal of stainless steel shims from the rotating assembly side of the pump shall allow for further adjustment as described above
 - c. Clearance adjustment which requires movement of the shaft only, thereby adversely affecting seal working length or impeller back clearance, shall not be acceptable.
- 5. Suction check valve shall be molded Neoprene with integral steel and nylon reinforcement. A blow-out center shall protect pump casing from hydraulic shock or excessive pressure. Removal or installation of the check valve must be accomplished through the coverplate opening, without disturbing the suction piping. Sole function of check valve shall be to save energy by eliminating need to reprime after each pumping cycle. Pumps requiring a suction check valve to assist reprime will not be acceptable.
- 6. Spool flanges shall be one-piece cast iron, class 30 fitted to suction and/or discharge ports. Each spool shall have one 1-1/4" NPT and one 1/4" NPT tapped hole with pipe plugs for mounting gauges or other equipment.

D. Serviceability

- 1. The pump manufacturer shall demonstrate to the engineer's satisfaction that consideration has been given to reducing maintenance costs.
- 2. No special tools shall be required for replacement of any components within the pump.

E. Drain Kit

- 1. Pumps to be supplied with a drain kit for ease of maintenance. The kit to contain 10' length of reinforced plastic hose with a female quick connect fitting at one end, and factory installed drain fittings in each pump. Fittings include a stainless steel pipe nipple, stainless steel bushing, stainless steel gate valve and aluminum male quick connect fitting.

F. Spare Parts Kit

1. The following minimum spare parts shall be furnished with the pump station:
 - a. One spare pump mechanical seal (complete with shaft sleeve).
 - b. One cover plate O-Ring.
 - c. One rotating assembly O-Ring.
 - d. One set of impeller clearance adjustment shims.

2.05 VALVES AND PIPING

- D. Each pump shall be equipped with a full flow type check valve capable of passing a 3" spherical solid. Valve shall be constructed with flanged ends and fitted with an external lever and torsional spring. Valve seat shall be constructed of stainless steel, secured to the body to ensure concentricity, sealed by an O-ring, and shall be replaceable. The valve body shall be cast iron incorporating a clean-out port large enough to allow removal and/or replacement of the valve clapper without removing valve or piping from the line. Valve clapper shall have a molded neoprene seating surface incorporating low pressure sealing rings. Valve hinge pin and internal hinge arm shall be stainless steel supported on each end in brass bushings. Shaft nut shall have double O-rings which shall be easily replaceable without requiring access to interior of valve body. All internal hardware shall be stainless steel. Valve shall be rated at 175 PSI water working pressure, 350 PSI hydrostatic test pressure. Valves other than full flow type or valves mounted in such a manner that prevents the passage of a 3" spherical solid shall not be acceptable.

E. Automatic air release valves:

1. An automatic air release valve shall be furnished for each pump designed to permit the escape of air to the atmosphere during initial priming or unattended repriming cycles. Upon completion of the priming cycle or repriming cycle, the valve shall close to prevent recirculation. Valves shall provide visual indication of valve closure, and shall operate solely on discharge pressure. Valves which require connection to the suction line shall not be acceptable.
2. All valve parts exposed to sewage shall be constructed of cast iron, stainless steel, or similar corrosion resistant materials. Diaphragms, if used, shall be of fabric reinforced neoprene or similar inert material.
3. A cleanout port, three inches in diameter, shall be provided for ease of inspection, cleanout, and service.
4. Valves shall be field adjustable for varying discharge heads.
5. Connection of the air release valves to the station piping shall include stainless steel fittings.

F. Gauge Kit

1. A gauge kit shall be supplied for each pump. Suction pressure must be monitored by a glycerin-filled compound gauge, and discharge pressure by a glycerin-filled pressure gauge. Gauges to

be at least 4 inches in diameter, graduated in feet water column. Rated accuracy shall be 1% of full scale reading. Compound gauge shall be graduated -34 to +34 feet water column minimum. Pressure gauge to be graduated 0 to 140 feet water column minimum.

2. Gauges to be factory mounted on a resilient panel with frame assembly secured to pumps or piping. Gauge installations shall be complete with all hoses and stainless steel fittings, including a shutoff valve for each gauge line at the point of connection to suction and discharge pipes.

G. Piping

1. Flanged header pipe shall be centrifugally cast, ductile iron, complying with ANSI/AWWA A21.51/C115 and class 53 thickness.
2. Flanges shall be cast iron class 125 and Comply with ANSI B16.1.
3. Pipe and flanges shall be threaded and suitable thread sealant applied before assembling flange to pipe.
4. Bolt holes shall be in angular alignment within 1/2 degrees between flanges. Flanges shall be faced with a gasket finish having concentric grooves a minimum of 0.01 inch deep by approximately 0.03 inch wide, with a minimum of three grooves on any given surface spaced a maximum of 1/4 inch apart.

H. Supports and Thrust Blocks

1. Contractor must insure all pipes connected to the pump station are supported to prevent piping loads from being transmitted to pumps or station piping. Pump station discharge force main piping shall be anchored with thrust blocks where shown on the contract drawings.

2.06 DRIVE UNIT

- D. Pump motors shall be 15 HP, horizontal ODP, 1800 RPM, NEMA design B with cast iron frame with copper windings, induction type, with normal starting torque and low starting current characteristics, suitable for continuous service. The motors shall not overload at the design condition or at any head in the operating range as specified.

E. Drive Transmission

1. Power to pumps transmitted V-belt drive assemblies. The sheave/belt combination shall provide the speed ratio needed to achieve the specified pump operating conditions.
2. Each drive assembly shall utilize at least two V-belts providing minimum a combined safety factor of 1.5. Single belt drives or systems with a safety factor of less than 1.5 are not acceptable. Computation of safety factors shall be based on performance data published by the drive manufacturer.
3. Precise alignment tolerances of the drive assemblies shall be achieved by means of a belt/sheave laser alignment system resulting in the reduction of vibration, accelerated wear, and premature failure.

4. The pump manufacturer shall submit power transmission calculations which document the following:
 - a. Ratio of pump/motor speed.
 - b. Pitch diameter of driver and driven sheaves.
 - c. Number of belts required per drive.
 - d. Theoretical horsepower transmitted per belt, based on vendor's data.
 - e. Center distance between pump and motor shafts.
 - f. Arc-length correction factor applied to theoretical horsepower transmitted.
 - g. Service factor applied to established design horsepower.
 - h. Safety factor ratio of power transmitted/brake horsepower required.
5. Belt guards
 - a. Pump drives to be enclosed on all sides by a guard constructed of fabricated steel or combination of materials including expanded, perforated, or solid sheet metal. No opening to a rotating member shall exceed 1/2 inch.
 - b. Guards must be completely removable without interference from any unit component, and shall be securely fastened and braced to the unit base.
 - c. Metal to be free from burrs and sharp edges. Structural joints shall be continuously welded. Rivet spacing on panels shall not exceed five inches. Tack welds shall not exceed four inch spacing.
 - d. The guard shall be finished with one coat of gray W.R. non-lift primer and one coat of orange acrylic alkyd W.R. enamel in accordance with section 3, Color Definitions of ANSI 253.1; Safety Color Code for Marking Physical Hazards.

2.07 FINISH

- D. Pumps, piping, and exposed steel framework shall be cleaned prior to coating using an approved solvent wipe or phosphatizing cleaner. The part must thoroughly dry before paint application. Open joints shall be caulked with an approved polyurethane sealant. Exposed surfaces shall be applied with one coat of Tnemec Series 69 Polyimide Epoxy Primer and one finish coat of Series 73 Aliphatic Acrylic Polyurethane for a total dry film thickness of 4-6 mils. Finish coat shall be semi-gloss white for optimum illumination and enhancement. The coating shall be corrosion, moisture, oil, and solvent resistant when completely dry. The factory finish shall allow for over-coating and touch-up for 6 months after coating. Thereafter, it will generally require sanding to accept a topcoat or touch-up coating. See Product Data Sheet for additional information.

2.08 ELECTRICAL CONTROL COMPONENTS

D. The pump station control panel will be tested as an integral unit by the pump station manufacturer. The control panel shall also be tested with the pump station as a complete working system at the pump station manufacturer's facility.

E. Panel Enclosure

1. Electrical control equipment shall be mounted within a NEMA 1 steel, dead front type, control enclosure. Door shall be hinged and sealed with a neoprene gasket and equipped with captive closing hardware. Control components shall be mounted on a removable steel back panel secured to enclosure with collar studs.
2. All control devices and instruments shall be secured to the sub-plate with machine screws and lockwashers. Mounting holes shall be drilled and tapped; self-tapping screws shall not be used to mount and component. All control devices shall be clearly labeled to indicate function.

F. UL Label Requirement

1. Pump station controls shall conform to third party safety certification. The panel shall bear a serialized UL label listed for "Enclosed Industrial Control Panels". The enclosure, and all components mounted on the sub-panel or control cover shall conform to UL descriptions and procedures.

G. Branch Components

1. All motor branch and power circuit components shall be of highest industrial quality. The short circuit current rating of all power circuit devices shall be a tested combination or evaluated per the National Electrical Code Article 409. the lowest rated power circuit component shall be the overall control panel short circuit rating and shall not be less than the fault current available. The minimum control panel rating shall not be less than 10 kA, rms symmetrical. Control assemblies operating at 120 volts nominal or less may be provided with transformers which limit the fault current and may be rated less than the minimum required short circuit rating.
2. Circuit Breakers and Operating Mechanisms
 - a. A properly sized heavy duty circuit breaker shall be furnished for each pump motor. The circuit breakers must be sealed by the manufacturer after calibration to prevent tampering.
 - b. An operating mechanism installed on each motor circuit breaker shall penetrate the control panel door. A padlockable operator handle shall be secured on the exterior surface. Interlocks must prevent opening the door until circuit breakers are in "OFF" position. An additional mechanism(s) shall be provided on the circuit breaker permitting the breaker to be operated and/or locked with the control panel door in the open position.
3. Motor Starter

- a. An open frame, across-the-line, NEMA rated magnetic starter with under-voltage release, and overload protection on all three phases, shall be furnished for each pump motor. Starters of NEMA size 1 and above shall allow addition of at least two auxiliary contacts. Starters rated "0", "00", or fractional size are not acceptable. Power contacts to be double-break type made of cadmium oxide silver. Coils to be epoxy molded for protection from moisture and corrosive atmospheres. Contacts and coils shall be easily replaceable without removing the starter from its mounted position. Each starter shall have a metal mounting plate for durability.
- b. Overload relays shall be solid-state block type, having visual trip indication with trip-free operation. Electrically resetting the overload will cause one (1) normally open and one (1) normally closed isolated alarm/control contact to reset, thus re-establishing a control circuit. Trip setting shall be governed by solid-state circuitry and adjustable current setting. Trip classes shall be 10, 15 and 20. Additional features to include phase loss protection, selectable jam/stall protection and selectable ground fault protection.
- c. An overload reset pushbutton, mounted through the control panel door, shall permit resetting the overload relays without opening the control panel door.

H. Phase Monitor

1. The control panel shall be equipped to monitor the incoming power and shut down the pump motors when required to protect the motor(s) from damage caused by phase reversal, phase loss, low voltage, and voltage unbalance. An integral time delay shall be provided to minimize nuisance trips. The motor(s) shall automatically restart when power conditions return to normal.

I. Transient Voltage Surge Suppressor

- a. The control panel shall be equipped with a modular surge arrester to minimize damage to the pump motors and control from transient voltage surges. The suppressor shall utilize thermally protected by heavy duty zinc oxide varistors encapsulated in a non conductive housing. Mechanical indicators shall be provided on each phase to indicate protection has been lost. The suppressor shall have a short circuit current rating of 200,000 Amps and a Maximum Discharge current rating [I_{max}] of 40,000 Amperes. Nominal discharge current [I_n] is 20,000 Amperes. Surge arrester according to UL 1449 3rd Edition, Type 2 component assembly.

J. Pump Start Delay

1. The control circuit for pump #2 shall be equipped with a time delay to prevent simultaneous motor starts.

K. Control Circuit

1. A normal duty thermal-magnetic circuit breaker shall protect all control circuits by interrupting control power.
2. Pump mode selector switches shall permit manual start or stop of each pump individually, or permit automatic operation under control of the liquid level control system. Manual operation

shall override all shutdown systems, except the motor overload relays. Selector switches to be oil-tight design with contacts rated NEMA A300 minimum.

3. Control logic shall be accomplished using a programmable logic controller (PLC).
4. Electromechanical relays and timers shall be equipped with 120VAC coils and contacts rated Nema A-300 minimum. Timers shall be pneumatic or synchronous motor driven.
5. Programmable controls shall operate on 120VAC power and be equipped with 120VAC inputs and hard contact outputs. Outputs shall have an inductive load rating equivalent to a size 4 contactor. Inputs shall incorporate a filter time delay and the overall controller noise immunity shall meet Nema standard ICS 2-230. The power supply to the programmable control shall include an active tracking filter protection system to minimize the effects of electrical noise.
6. Operator interface equipment shall be provided to permit field adjustment of the programmable control timers and counters and shall be mounted on the control panel with other operator controls and displays.
7. The program logic shall be stored in battery backed random access memory, as well as on a programmable, read only memory module. The memory module shall be included to facilitate field repair or replacement of the programmable control hardware.
8. The O&M manual shall be provided with complete ladder logic program documentation including English names, rung comments, and coil/contact cross-references.
9. The control shall be pre-programmed or wired to provide the following routines:
 - a. Pump alternation at lead stop
 - b. Excessive pump run time alternation (1-9999 minutes)
 - c. Jump to idle pump/drive on lead failure
 - d. Pump start delays after power restoration
 - e. Flashing alarm/steady acknowledge on all alarm pilot lights
 - f. Station trouble alarm (115vac and normally open dry contact)
 - g. High and low level alarms
 - h. Pump high temperature shutdown
 - i. Motor high temperature
10. The control system shall be equipped with the following dry contacts wired to the terminal blocks:
 - a. Pump run - (1) N.O. each pump
 - b. Drive fault - (1) N.O. each pump
 - c. High pump temperature shutdown - (1) N.O. each pump
 - d. High motor temperature - (1) N.O. each pump
 - e. Three phase voltage monitor - (1) N.C.
 - f. High water alarm - (1) N.O.
 - g. Low water alarm (*optional*)- (1) N.O.
11. Six digit elapsed time meter shall be shall be displayed on the Integrinex™ Standard operator interface to indicate total running time of each pump in "hours" and "tenths of hours". Pump runtime shall be adjustable and password protected.

12. A high pump temperature protection circuit shall override the level control and shut down the pump motor(s) when required to protect the pump from excessive temperature. A thermostat shall be mounted on each pump casing and connected to the Integrinex™ Standard. If casing temperature rises to a level sufficient to cause damage, the thermostat causes the Integrinex™ Standard to interrupt power to the motor. The Integrinex™ Standard will display an alarm banner indicating the motor stopped due to high pump temperature. The motor shall remain locked out until the pump has cooled and circuit has been manually reset. Automatic reset of this circuit is not acceptable.

13. Auxiliary Power Transformer

- a. The lift station shall be equipped with a 5 KVA step-down transformer to supply 115 volt, AC, single phase for the control and auxiliary equipment. The primary and secondary side of the transformer to be protected by a thermal magnetic circuit breaker, sized to meet the power requirements of the transformer. An operating mechanism shall penetrate the control panel door. and a padlockable operator handle shall be secured on the exterior surface. Interlocks must prevent opening the door until circuit breakers are in "OFF" position. An additional mechanism(s) shall be provided on the circuit breaker permitting the breaker to be operated and/or locked with the control panel door in the open position.

14. Wiring

- a. The pump station, as furnished by the manufacturer, shall be completely wired, except for power feed lines to the branch circuit breakers and final connections to remote alarm devices.
- b. All wiring, workmanship, and schematic wiring diagrams shall comply with applicable standards and specifications of the National Electric Code (NEC).
- c. All user serviceable wiring shall be type MTW or THW, 600 volts, color coded as follows:
 - 1) Line and Load Circuits, AC or DC power.....Black
 - 2) AC Control Circuit Less Than Line Voltage.....Red
 - 3) DC Control Circuit.....Blue
 - 4) Interlock Control Circuit from external source.....Yellow
 - 5) Equipment Grounding Conductor.....Green
 - 6) Current Carrying Ground.....White
 - 7) Hot With Circuit Breaker Open.....Orange
- d. Control circuit wiring inside the panel, with exception of internal wiring of individual components, shall be 16 gauge minimum, type MTW or THW, 600 volts. Power wiring to be 14 gauge minimum. Motor branch wiring shall be 10 gauge minimum.
- e. Motor branch and other power conductors shall not be loaded above the temperature rating of the connected termination. Wires must be clearly numbered at each end in conformance with applicable standards. All wire connectors in the control panel shall be ring tongue type with nylon insulated shanks. All wires on the sub-plate shall be bundled and tied. All wires extending from components mounted on door shall terminate at a terminal block mounted on the back panel. All wiring outside the panel shall be routed through conduit.
- f. Control wires connected to door mounted components must be tied and bundled in accordance with good commercial practice. Bundles shall be made flexible at the hinged

side of the enclosure. Adequate length and flex shall allow the door to swing full open without undue stress or abrasion. Bundles shall be held on each side of hinge by mechanical fastening devices.

15. Conduit

- a. Factory installed conduit shall conform to following requirements:
 - 1) All conduit and fittings to be UL listed.
 - 2) Liquid tight flexible metal conduit to be constructed of smooth, flexible galvanized steel core with smooth abrasion resistant, liquid tight polyvinyl chloride cover.
 - 3) Conduit to be supported in accordance with articles 346, 347, and 350 of the National Electric Code.
 - 4) Conduit shall be sized according to the National electric Code.

16. Grounding

- a. Station manufacturer shall ground all electrical equipment inside the pump station to the control panel back plate. All paint must be removed from the grounding mounting surface before making final connection.
- b. The contractor shall provide an earth driven ground connection to the pump station at the main grounding lug in accordance with the National Electric Code (NEC).

17. Equipment Marking

- a. Permanent corrosion resistant name plate(s) shall be attached to the control and include following information:
 - 1) Equipment serial number
 - 2) Control panel short circuit rating
 - 3) Supply voltage, phase and frequency
 - 4) Current rating of the minimum main conductor
 - 5) Electrical wiring diagram number
 - 6) Motor horsepower and full load current
 - 7) Motor overload heater element
 - 8) Motor circuit breaker trip current rating
 - 9) Name and location of equipment manufacturer
- b. Control components shall be permanently marked using the same identification keys shown on the electrical diagram. Labels shall be mounted adjacent to device being identified.
- c. Switches, indicators, and instruments mounted through the control panel door shall be labeled to indicate function, position, etc. Labels shall be mounted adjacent to, or above the device.

2.09 LIQUID LEVEL CONTROL

- D. The manufacturer of the liquid level control system must be ISO 9001:2000 revision certified, with scope of registration including design control and service after sales activities.
- E. The level control system shall start and stop the pump motors in response to changes in wet well level, as set forth herein.
- F. The level control system shall be capable of operating as either an air bubbler type level control system, submersible transducer type system, or ultrasonic transmitter type system.
- G. The level control system shall utilize alternation to select first one pump, then the second pump, then the third pump (if required), to run as lead pump for a pumping cycle. Alternation shall occur at the end of a pumping cycle, or in the event of excessive run time.
- H. The level control system shall utilize an electronic pressure switch which shall continuously monitor the wet well level, permitting the operator to read wet well level at any time. Upon operator selection of automatic operation, the electronic pressure switch shall start the motor for one pump when the liquid level in the wet well rises to the "lead pump start level". When the liquid is lowered to the "lead pump stop level", the electronic pressure switch shall stop this pump. These actions shall constitute one pumping cycle. Should the wet well level continue to rise, the electronic pressure switch shall start the second and/or third pump (if required) when the liquid reaches the "lag pump start level", or "standby pump start level" so that all pumps are operating. These levels shall be adjustable as described below.
 - 1. The electronic pressure switch shall include integral components to perform all pressure sensing, signal conditioning, EMI and RFI suppression, DC power supply and 120 volt outputs. Comparators shall be solid state, and shall be integrated with other components to perform as described below.
 - 2. The electronic pressure switch shall be capable of operating on a supply voltage of 12-24Vdc in an ambient temperature range of -10 degrees C (14 degrees F) through 55 degrees C (131 degrees F). Ingress Protection of IP56 for indoor use with closed cell neoprene blend gasket material. Evaluated by Underwriters Laboratories for Pollution Degree 2 device for U.L. and cU.L. Control range shall be 0 to 33.3 feet of water with an overall repeat accuracy of (plus/minus) 0.1 feet of water. Memory shall be non-volatile. A Battery backed real time clock shall be standard.
 - 3. Eleven optically isolated, user defined digital inputs for pump and alarm status. Rated at 10mA at 24Vdc. Eight digital output relays (mechanical contacts), configurable for pump start/stop or alarms. Three relays rated at 12 Amp @ 28Vdc and 120Vac, five relays rated at 3 Amp @ 30Vdc and 120Vac. The electronic pressure switch shall consist of the following integral components: pressure sensor, display, electronic comparators, digital inputs and digital output relays.
 - a. The internal pressure sensor shall be a strain gauge transducer and shall receive an input pressure from the air bubbler system. The transducer shall convert the input to a proportional electrical signal for distribution to the display and electronic comparators. The transducer output shall be filtered to prevent control response to level pulsations or surges. The transducer range shall be 0-14.5 PSI, temperature compensated from -40 degrees C (-40 degrees F) through 85 degrees C (185 degrees F), with a repeat accuracy of

(plus/minus) 2.5% full scale about a fixed temperature. Transducer overpressure rating shall be 3 times full scale.

- b. The electronic pressure switch shall incorporate a digital back lighted LCD panel display which, upon operator selection, shall indicate liquid level in the wet well, and pump status indication for up to 3 pumps. The display shall include a 128 x 64 bit resolution LCD to read out directly in feet of water, accurate to within one-tenth foot (0.1 foot), with a full scale indication of not less than 12 feet. The display shall be easily convertible to indicate English or metric units.
 - c. Level adjustments shall be electronic comparator set-points to control the levels at which the lead, lag and standby pumps start and stop. Each of the level settings shall be easily adjustable with the use of membrane type switches, and accessible to the operator without opening any cover panel on the electronic pressure switch. Controls shall be provided to permit the operator to read the selected levels on the display. Such adjustments shall not require hard wiring, the use of electronic test equipment, artificial level simulation or introduction of pressure to the electronic pressure switch.
 - d. Each digital input can be programmed as pump run, pump HOA, pump high temp, pump moisture/thermal, starter failure (FVNR, RVSS, VFD), and phase failure. Inputs are used for status and alarm indication.
 - e. Each output relay in the electronic pressure switch shall be hard contact mechanical style. Each relay input shall be optically isolated from its output and shall incorporate zero crossover switching to provide high immunity to electrical noise. Each output relay shall have an inductive load rating equivalent to one NEMA size 3 contactor. A pilot relay shall be incorporated for loads greater than a size 3 contactor.
- 4. The electronic pressure switch shall be equipped with alarm banners with time and date history for displaying alarm input notification. Alarm history will retain a 16 of the most recent alarm events.
 - 5. The electronic pressure switch shall be equipped with pump start/stop and alarm input delay(s) that have an adjustable delay set points.
 - 6. An Antiseptic function with a built in timer shall be incorporated in the electronic pressure switch to prevent the well from becoming septic.
 - 7. The electronic pressure switch shall be capable of jumping to next available pump if current pump is out of service due to pump failure or manual selection. Circuit design in which application of power to the lag pump motor starter is contingent upon completion of the lead pump circuit shall not be acceptable.
 - 8. The electronic pressure switch shall be equipped with a simulator system capable of performing system cycle testing functions.
 - 9. The electronic pressure switch shall be capable of calculating and displaying pump elapse run time. The elapse run time is resettable and adjustable.

10. The electronic pressure switch shall have internal capability of providing automatic simplex, duplex, and triplex alternation, manual selection of pump sequence operation, and alternation in the event of 1-24 hours of excessive run time.
 11. The electronic pressure switch shall be equipped with a security access code to prevent accidental set-up changes and provide liquid level set-point lock-out. The supervisor access code is adjustable.
 12. The electronic pressure switch shall be equipped with one (1) 0-33 ft. W.C. input, one (1) scalable analog input of either 0-5Vdc, or 4-20mA, and one (1) scalable analog output of either 0-5Vdc, 0-10Vdc or 4-20mA. Output is powered by 10-24Vdc supply. Load resistance for 4-20mA output shall be 100-1000 ohms.
 13. The electronic pressure switch shall include a DC power supply to convert 120Vac control power to 12 or 24Vdc power. The power supply shall be 500 mA (6W) minimum and be UL listed Class II power limited power supply.
 14. The electronic pressure switch shall be equipped with an electronic comparator and mechanical output relay to alert maintenance personnel to a high liquid level in the wet well. An alarm banner, visible on the front of the controller, shall indicate that a high wet well level exists. The alarm signal shall be maintained until the wet well level has been lowered and the circuit has been manually reset. High water alarm shall be furnished with a dry contact wired to terminal blocks.
 15. The electronic pressure switch shall be equipped with an electronic comparator and mechanical output relay to alert maintenance personnel to a low liquid level in the wet well. An alarm banner, visible on the front of the controller, shall indicate that a low wet well level exists. The alarm signal shall be maintained until the cause for the low wet well level has been corrected and the circuit has been manually reset. A low liquid level condition shall disable all pump motors. When the wet well rises above the low level point, all pump motors shall be automatically enabled. Low water alarm shall be furnished with a dry contact wired to terminal blocks.
 16. Integrinex Standard Analog Output circuit will be furnished with transient voltage surge suppression to protect related equipment from induced voltage spike from lighting.
- I. An alarm silence pushbutton and relay shall be provided to permit maintenance personnel to de-energize the audible alarm device while corrective actions are under way. After silencing the alarm device, manual reset of the alarm condition shall clear the alarm silence relay automatically. The pushbutton shall be a membrane style button integral to the Integrinex Standard level controller.
 - J. Submersible Transducer System
 1. The level control system shall utilize a submersible transducer. It shall be a strain gauge transducer with a pressure sensor housed in a 316 SST or Titanium case designed to extend into the wet well. The pressure transducer shall provide a proportional signal for distribution to the display and electronic comparators of the electronic pressure switch, and remainder of the level control system. Sensor range shall be 0-12 ft. W.C. minimum with an over-pressure rating 3 times full scale. The transducer shall have output capability of 0-5Vdc or 4-20mA. The

transducer's polyurethane jacketed shielded cable shall be of suitable length for proper installation into the wet well without splicing.

2. Submersible transducer will be furnished with transient voltage surge suppression to protect related equipment from an induced voltage spike from lightning.

K. Alarm Light (External)

1. Station manufacturer will supply one 115 volt AC alarm light fixture with vapor-tight red globe, guard, conduit box, and mounting base. The design must prevent rain water from collecting in the gasketed area of the fixture, between the base and globe. The alarm light will be shipped loose for installation by the contractor.

L. Alarm Horn (External)

1. Station manufacturer will supply one 115 volt AC weatherproof alarm horn with projector, conduit box, and mounting base. The design must prevent rain water from collecting in any part of the horn. The alarm horn will be shipped loose for installation by the contractor

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Contractor shall off-load equipment at installation site using equipment of sufficient size and design to prevent injury or damage. Station manufacturer shall provide written instruction for proper handling. Immediately after off-loading, contractor shall inspect complete pump station and appurtenances for shipping damage or missing parts. Any damage or discrepancy shall be noted in written claim with shipper prior to accepting delivery. Validate all station serial numbers and parts lists with shipping documentation. Notify the manufacturer's representative of any unacceptable conditions noted with shipper.

3.02 INSTALLATION

- A. Install, level, align, and lubricate pump station as indicated on project drawings. Installation must be in accordance with written instructions supplied by the manufacturer at time of delivery.
- B. Suction pipe connections are vacuum tight. Fasteners at all pipe connections must be tight. Install pipe with supports and thrust blocks to prevent strain and vibration on pump station piping. Install and secure all service lines (level control, air release valve or pump drain lines) as required in wet well.
- C. Check motor and control data plates for compatibility to site voltage. Install and test the station ground prior to connecting line voltage to station control panel.
- D. Prior to applying electrical power to any motors or control equipment, check all wiring for tight connection. Verify that protective devices (fuses and circuit breakers) conform to project design documents. Manually operate circuit breakers and switches to ensure operation without binding. Open all circuit breakers and disconnects before connecting utility power. Verify line voltage, phase sequence and ground before actual start-up.

3.03 FIELD QUALITY CONTROL

A. Operational Test

1. Prior to acceptance by owner, an operational test of all pumps, drives, and control systems shall be conducted to determine if the installed equipment meets the purpose and intent of the specifications. Tests shall demonstrate that all equipment is electrically, mechanically, structurally, and otherwise acceptable; it is safe and in optimum working condition; and conforms to the specified operating characteristics.
2. After construction debris and foreign material has been removed from the wet well, contractor shall supply clear water volume adequate to operate station through several pumping cycles. Observe and record operation of pumps, suction and discharge gage readings, ampere draw, pump controls, and liquid level controls. Check calibration of all instrumentation equipment, test manual control devices, and automatic control systems. Be alert to any undue noise, vibration or other operational problems.

B. Manufacturer's Start-up Services

1. Co-ordinate station start-up with manufacturer's technical representative. The representative or factory service technician will inspect the completed installation. He will calibrate and adjust instrumentation, correct or supervise correction of defects or malfunctions, and instruct operating personnel in proper operation and maintenance procedures.

3.04 CLEANING

- A. Prior to acceptance, inspect interior and exterior of pump station for dirt, splashed material or damaged paint. Clean or repair accordingly. Remove from the job site all tools, surplus materials, scrap and debris.

3.05 PROTECTION

- A. The pump station should be placed into service immediately. If operation is delayed, drain water from pumps and piping. Open motor circuit breakers and protect station controls and interior equipment from cold and moisture.

END OF SECTION

SECTION 260500 ELECTRICAL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall install, ready for use, the electrical system as specified in Division 26 00 00 and shown on the Contract Drawings. This document describes the function and operation of the system and particular components, but does not necessarily describe all necessary devices. All components and devices shall be furnished and installed as required to provide a complete operable and reliable system for accomplishing the functions and meeting the performance set forth hereinafter.
- B. Contractor's bid shall include first or second named or second named as indicated on the Drawings or in these Specifications. Where Drawings or Specifications call for a particular manufacturer "or equal", the Contractor must prepare his base bid using the first or second named equipment. Contractor shall bear the full responsibility for including in his bid any equipment, which is later found to be unacceptable or NOT equal to the equipment specified.
- C. Furnish all required labor, materials, project equipment, tools, construction equipment, safety equipment, transportation, test equipment, incidentals, and services to provide a complete and operational electrical system as shown on the Drawings, included in these Specifications, or required for fully operating facilities. Use Device Indexes and Contract Drawings typical installation details for mounting detail requirements to be provided for equipment listed.
- D. Examine the Specification and Drawings for mechanical equipment and provide all starters, circuit breakers, switches, pushbuttons and appurtenances which are not specified to be with the mechanical equipment. Erect all electrical equipment not definitely stated to be erected by others, furnish and install conduit, wire, cable, and make connections required to place all equipment in complete operation.
- E. Contract Elementary Drawings do not show all electrical interfaces, lockouts, etc. required for motor control. These Drawings show general layout and have made provisions for interlocks, solenoid valve control, etc. and are only typical. Contractor is responsible for examining the Contract Series Drawings for all motor control interfaces, temperature switches, solenoid valves, float switches and device lockout, requirements. The Contractor's submitted elementary diagrams shall show all motor controls and interlocks for the specific piece of equipment. Provide a separate set of elementary diagrams for each similar group of equipment. It is within the Contractor's scope of work to submit elementary diagrams that not only show the MCC bucket wiring, but also include the field interlocks, motor heaters, protective devices, valve controls, etc. The Contractor's Elementary submittal Drawings shall also show field terminal block numbers for each of the field interlocks and valve controls.
- F. The major areas in the Division scope of work are shown on the drawings and as designated on the Division 26 00 00 plans, which include both the furnishing and installation of are:
 - 1. Motor Control Centers including motor starters.
 - 2. Meter/main switchboard MCCs.

3. Processor Logic Controllers (PLC) and Operator Interface (OI) hardware for controlling the pumps, aerators, drives, etc. and other miscellaneous devices. The Contractor is to provide all configuration, programming and setup of the PLCs.
 4. Conduits, and the field interconnection wiring between the equipment, pumps, MCCs, control panels, panelboards, field devices, etc.
 5. All necessary miscellaneous shut off, sample, and calibration valves to sensors.
 6. Trenching, backfilling, compaction, and resurfacing for all new underground conduit routes.
 7. Building electrical devices, lights, and receptacles.
 8. Grounding system and equipment grounding.
 9. Installation of primary devices, equipment and instruments, are not completely detailed on Contract drawing plan sheets. Use Device Indexes and Contract Drawings installation details for installation and mounting requirements.
 10. Conduits, wiring, and terminations of all wiring associated with panels and equipment supplied under all other Divisions.
 11. Removal and disposal of excess materials from excavation, pavement removal and demolition work.
- G. Provide all necessary hardware, conduit, wiring, fittings, and devices to connect the electrical equipment provided under other Sections. The following shall be done by the Contractor at no additional cost to the Owner:
1. Provide additional devices, wiring, conduits, relays, and isolators to complete interfaces of the electrical and instrumentation system.
 2. Changing normally open contacts to normally closed contacts or vice versa.
 3. Adding additional relays to provide more contacts as necessary to carry out work specified.
 4. Other work implied by the Contract documents.
- H. The following Specifications incorporate specific equipment and devices that are preferred by the Owner because of their serviceability, because of the local availability of labor, parts and materials, or because of the ability of the Owner to umbrella the equipment under existing maintenance Contracts; however, favorable alternatives proposed in writing during the submittal process will be reviewed by the Owner as whether it is acceptable as an approved equal.
- I. All electrical equipment and materials, including installation and testing, shall conform to the applicable codes and standards listed in this and other Sections. All electrical work shall conform with the National Electrical Code (NEC) 2013 issue. Nothing on the Drawings nor in the Specifications shall be construed to permit work or materials not conforming to these codes and standards.
- J. Contractors which propose to bid on this project are encouraged to attend the pre-bid job walk to accomplish the following:

1. Thoroughly examine existing conditions before submitting his bid proposal to perform any work. He shall compare site conditions with data given on the plans or in these Specifications. No allowance shall be made for any additional costs incurred by the Contractor due to his failure to have examined the site or to have failed to report any discrepancies to the Owner prior to bid.
 2. Verify all measurements and conditions and shall be responsible for the correctness of same. No extra compensation will be allowed because of differences between work shown on the Drawings and measurements at the site.
- K. It is the Contractor's responsibility to be fully familiar with the existing conditions and local requirements and regulations. New MCCs and generators are to be installed in areas with limited space. MCC and generator footprints were developed based on best available information. Contractor is responsible for any additional conduits, wires, construction costs, engineering design requirements, etc to accommodate MCCs and generators that are larger than that shown on Contract Documents.
- L. Any major deviations in location and conduit routing that the Contractor makes without the express written review or direction of the Engineer, shall be considered to have been made at the Contractor's sole responsibility. Such deviations made by the Contractor shall be reflected on the Contractor supplied "Record Drawings" and Conduit Schedule. The Contractor will reimburse the Electrical Engineer and the Owner and then will deduct an amount equal of reimbursement from the Contractor's contract for all engineering, drafting, and clerical expenses associated with updating the Record Drawings and Conduit Schedule due to any major unauthorized changes.
- M. The term "Engineer" used throughout this Division 16 is the "El Dorado Irrigation District" Engineer or their designated Engineer representative." The term "Owner" in Division 16 is the Delhi Irrigation District. When "Contractor" is listed in these documents without further definition such as "Contractor", it is to mean the "Prime or General Contractor."

1.02 CODES AND STANDARDS

- A. All electrical/instrumentation equipment and materials, including installation and testing, shall conform to the following applicable codes and standards:
1. ANSI - American National Standards Institute, Inc.
 2. EIA - Electronics Industries Association.
 3. ETL - Electrical Testing Laboratories.
 4. FM - Factory Mutual.
 5. GO128 - General Order No. 128, Rules for Construction of Underground Electrical Supply and Communication Systems, PublicUtilities Commission of the State of California.
 6. IEEE - Institute of Electrical and Electronics Engineers.
 7. ICEA - Insulated Power Cable Engineers' Association.
 8. ISA - International Society for Measurements & Control (ISA) Standards (formerly Instrument Society of America).
 9. JIC - Joint Industrial Council.

10.	NEC	-	National Electrical Code, 2005 Edition.
11.	NEMA	-	National Electrical Manufacturers Association.
12.	NETA	-	Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems, International Electrical Testing Association.
13.	NESC	-	National Electrical Safety Code.
14.	NFPA	-	National Fire Protection Agency.
15.	OSHA	-	Occupational Safety and Health Act Standards.
16.	UL	-	Underwriter's Laboratories, Inc.
- B. The revisions of these codes and standards in effect on the date of issuance of the Contract Documents shall apply.
- C. Codes and standards referenced shall be considered minimum acceptable work.
- D. In instances where two or more codes are at variance, the most restrictive requirements shall apply.
- E. Nothing on the Drawings nor in the Specifications shall be construed to permit work or materials not conforming to the preceding codes and standards.
- F. All work shall also be performed in accordance with the District, State, County or District standards, and local Utility codes.
- G. The Contractor shall furnish without extra charge any additional material and labor which may be required for compliance with these codes and standards, even though the work is not explicitly mentioned in the Specifications or shown on the Contract E-Series Drawings.
- H. Amperage listed on the single-line Drawings for motors are per NEC Table 430-150 and may not necessarily match that of the equipment supplied. It is the electrical system supplier and Contractor's responsibility to furnish equipment sized for the motors supplied for this project at no additional cost.
- 1.03 CONTRACTOR QUALIFICATIONS
- A. It is the intent of this Division that the complete responsibility for management and installation of the electrical and instrumentation required for this project be by the Contractor. This responsibility includes, but is not limited to, supervision and coordination of work performed by the System Supplier. Uncertified electricians shall not perform electrical work for which certification is required.
- B. Contractor shall submit the proposed Electrical Sub-Contractor and System Supplier with bid documents that will be used on this project.
- C. If the Contractor, General Contractor and System supplier listed in bid documents are deemed not qualified by Owner, they will have their bid rejected at the Owner's sole discretion and the next qualified bidder selected.
- D. The Electrical Contractor shall meet the following minimum qualifications:

1. Has a current C-10 Contractor's License.
2. Has regularly engaged in similar electrical construction for the municipal water and wastewater industry.
3. Has performed work of similar or greater complexity on at least five previous projects.
4. Has all persons performing work as electricians certified by the California Apprenticeship Council per California Labor Code Section 3099.

1.04 SYSTEM SUPPLIER QUALIFICATIONS

A. General:

1. All switchboard, panels, MCCs, PLC hardware, and PLC programming shall be supplied by one system supplier. All panels and instrumentation listed for Division 16 in all Division 16 appendix Indexes shall be supplied by the same System Supplier. This includes, but not limited to, all work necessary to select, furnish, supervise installation, calibrate, program, and place into operation all transmitters, instruments, controllers, alarm equipment, monitoring equipment, and accessories as specified herein. The system supplier shall not subcontract any portions of the equipment provisioning with the exception of fire and security alarm systems without written approval of Owner.
2. The system supplier shall have an on-staff project engineer with prior experience on similar sized projects. This project engineer shall coordinate the technical aspects of this project and prepare the submittals and drawings. This project engineer's name, address, and phone number shall be provided within the first week after notice to proceed. The system supplier project engineer shall attend all coordination meetings and be on-site when requested by the Owner's Resident Engineer.

B. System Suppliers

1. System Suppliers shall submit the information listed herein two weeks prior to bid, and if approved by the Owner, will be listed in a Contract addendum prior to bid.
2. The System Supplier shall submit prove they meet the following minimum qualifications:
 - a. Has regularly engaged in similar instrumentation systems for the Municipal Water and Wastewater industry.
 - b. Has successfully performed work of similar or greater complexity on at least five previous projects under one company name which is the present company name.
 - c. Has been actively engaged in the type of PLC control system, and instrumentation work specified in this Division for a minimum of five years.
 - d. Has a permanent, fully staffed, and equipped service facility in operation at least six (6) months prior to bid date within 150 miles of project site. Service facility shall

be under same company name as System Supplier and same company shall be staffed with personnel and equipment required to maintain, repair and calibrate the instrumentation system. Subletting warranty to third party is not acceptable.

3. Non pre-qualified System Suppliers shall submit the following detailed information to the Owner for determination of pre-qualification:
 - a. Company history.
 - b. List of five (5) completed projects of similar size and nature for wastewater treatment plants.
 - i. Provide completion dates of projects.
 - ii. References of Owner Representative in charge of project, including contact name and telephone number.
 - c. List of projects in progress.
 - i. Description of scope of projects.
 - ii. Dollar amount of projects.
4. Additional information for clarification as requested by the Owner in writing shall be provided by the System Supplier asking for the qualification or qualification will automatically be denied.
5. System Supplier providing financial statements lacking detail or stating that detailed financial records are proprietary will be disqualified as a qualified System Supplier and is grounds alone for disqualification.
6. Any qualification package deemed incomplete or lacking sufficient information to determine qualification will result in System Supplier not being qualified.
7. No reason will be released on why a System Supplier was not qualified.

1.05 CONTRACT DOCUMENTS

- A. The Contract Drawings and Specifications are intended to be descriptive of the type of electrical system to be provided; any minor details missing in either shall not relieve the Contractor from the obligations thereunder to install in correct detail any and all materials necessary for a complete operational system at no additional cost.
- B. The Contract Drawings are generally diagrammatic; exact locations of electrical products shall be verified in the field with the Owner's Resident Engineer. Except where special details on Drawings are used to illustrate the method of installation of a particular piece or type of equipment or materials, the requirements or descriptions in this Section shall take precedence in the event of conflict.
- C. The Contract Electrical elementary, elevation and one-line diagrams are the basis of the electrical system to be provided and are for reference only. It is the Contractor's responsibility to adjust and make minor revisions to the diagrams as necessary for operational system at no additional cost to the Owner.

Additional isolators, relays, wiring, terminal blocks, etc, shall be provided for an operation system at no additional cost to the Owner.

- D. Location at facilities of new equipment, inserts, anchors, panels, pull boxes, conduits, stub-ups, and fittings for the electrical system are to be determined by the Contractor and Engineer at time of installation. Contractor shall make minor adjustments to locations of electrical equipment required by conditions and coordination with other trades at no additional cost. Minor adjustments are defined as those adjustments required due to equipment size changes or variations between different equipment suppliers.
- E. The Conduit and Wire Routing Schedule, wire fill, and number of conduits are based on the best information available. It is the Contractor's responsibility to modify the conduit schedule based upon Shop Drawings for the actual equipment. Such modifications in conduit sizes and numbers of conductors shall be at no additional cost to the Owner and shall be approved by Owner, if such changes are the direct result of the equipment selected by the Contractor. A copy of the Conduit and Wire Routing Schedule and Electrical plans showing conduit routing shall be updated weekly by the Contractor. Progress payments will be withheld if during monthly checks it is found that the contractor fails to maintain the Conduit Schedule updates.
- F. Electrical & instrumentation, conduit & wire lengths shown on circuit Drawings are approximate and do not show changes in elevation or vertical risers. The Contractor is responsible for determining actual lengths for bidding and installation purposes.
- G. All equipment shall be installed and located so that it can be readily accessed for operation and maintenance. The Engineer reserves the right to require minor changes in location of equipment, without incurring any additional costs. These minor changes are changes which would provide adequate clearance and work areas in front of and around equipment.
- H. Where conduits are shown as "home runs" on the Contract Drawings or stated to be furnished, but not explicitly shown as part of the scope of work, the Contractor shall provide all fittings, boxes, wiring, etc., as required for completion of the raceway system in compliance with the NEC and the applicable Specifications in this Section.
- I. No changes from the Contract Drawings or Specifications shall be made without written approval of the Engineer. Should there be a need to deviate from the Contract documents, submit written details and reasons for all changes to the Engineer for review within thirty days after the award of the contract.
- J. The resolution of conflicting interpretation of the Contract documents shall be as determined by the Engineer.
- K. The Contractor shall maintain a separate set of neatly and accurately marked set of Record Documents, consisting of spreadsheets, specifications and full size Electrical (E-Series). These documents are to be used specifically for recording the as built locations and layout of all electrical and instrumentation equipment, routing of raceways, junction and pull boxes, and other diagram or document changes. These Record documents shall be kept up-to-date during the progress of the job, with all "change orders", submittal modifications, and construction changes shown and stamped with "As-Built" at end of job. These Record documents shall not be used for daily construction use and shall not contain any mark-ups that are unrelated to as-built corrections.

1. The following lists the record documents that shall be as-built by Contractor:

- a. E-Series Drawings.
 - b. Panelboard schedules.
 - c. Conduit and Wire Routing Schedule.
 - d. Lighting Schedule.
3. Record documents shall be kept current weekly with all "change orders", submittal modifications, and construction changes shown. Record Documents shall be subject to the inspection by the Engineer at all times, progress payments or portions thereof may be withheld if Record Documents are not accurate or current.
4. When documents are changed, they shall be marked with erasable colored pencils using the following coloring scheme:
- a. Additions - red.
 - b. Deletions - green.
 - c. Comments - blue.
 - d. Dimensions - black.
5. Show the following on the Electrical (E-Series) Record Contract Drawings by dimension from readily obtained base lines:
- a. Exact location, type and function of electrical and instrumentation equipment and devices.
 - b. Precise routing and locations of underground conduits, duct banks, vaults, pullboxes, junction boxes, etc. that make-up the raceway system.
 - c. Show the dimensions, location and routing of electrical work which will become permanently concealed.
 - d. Show complete routing and sizing of any significant revisions to the systems shown.
6. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one set of record full-size Electrical Record Contract Drawings and spreadsheets neatly marked accurately showing the information required above.

1.06 SUBMITTAL AND DRAWING REQUIREMENTS

- A. Provide electrical and instrumentation submittals per Section 260503 - Electrical and Instrumentation Submittal Requirements and Submittals.

1.07 COORDINATION

- A. The Contractor shall coordinate the electrical work with the other trades, code authorities, utilities, and the Engineer, with due regard to their work, towards promotion of rapid completion of the project. If any cooperative work must be altered due to lack of proper supervision of such, or failure to make proper provisions, then the Contractor shall bear expense of such changes as necessary to be made in the work of others.

- B. The Contractor shall examine the architectural, mechanical, structural, electrical, and instrumentation equipment provided under other Sections of this Contract in order to determine the exact routing and final terminations for all conduits and cables. The exact locations and routing of cables and conduits shall be governed by structural conditions, physical interferences, and the physical location of wire terminations on equipment. Conduits shall be stubbed up as close as possible to equipment terminals.
- C. Manufacturer's directions and instructions shall be followed in all cases when they have more restrictive requirements than that shown on the Contract Drawings or have stipulations in order to meet warranty requirements.

1.08 SUPERVISION

- A. The Contractor shall schedule all activities, manage all technical aspects of the project, coordinate submittal and Drawings, and attend all project meetings associated with this Section.
- B. The Contractor shall supervise all work in this Section, including the Contractor's general construction work, and System Supplier's work, from the beginning to completion and final acceptance.
- C. The Contractor shall supervise and coordinate all work in this Section to insure that each phase of the project, submittal, delivery, installation, and acceptance testing, warranty, etc., is completed within the allowable scheduled time frames.
- D. The Contractor shall be responsible for obtaining, preparing, completing, and furnishing all paper work for this Section including that of the Contractor and the System Supplier, which shall include transmittals, submittal, forms, documents, manuals, instructions, and procedures.
- E. Electrical Construction Supervision:
 - 1. Prior to the start of any project site installation, the Contractor shall provide the Owner with an expected manpower schedule as well as a list of applicable job site supervision personnel, their scheduled job site appearance, and the expected duration of their presence on the job site. Include in this manpower schedule the calculation of average manhour per month for the duration of electrical labor phase.
 - 2. When the Electrical Labor exceeds an average of 2,000 man-hours/month the Contractor shall have an office clerk on site for the duration of the construction work to order, follow up and receive materials, handle construction payroll, maintain the Construction Documents, and handle or assist the working foreman/superintendent with responsibility not directly related to the installation of the electrical equipment.
 - 3. The Contractor shall have a dedicated Project Manager in addition to the Office Clerk described above, on site for the duration of the construction work. The Project Manager shall have complete authority and responsibility for carrying out all aspects of the Contract with the Owner.
 - 4. The Contractor shall provide a foreman for each six (6) installation labor electricians. A Job Site Superintendent shall be provided at the discretion of the Contractor unless the project falls behind schedule. If the project falls behind schedule, the Owner can direct the Contractor to provide a non-working Superintendent who must remain with the project a

minimum of the next two (2) project schedule deadlines.

1.09 INSPECTIONS

- A. All work or materials covered by the Contract documents shall be subject to inspection at any and all times by the Engineer. If any material does not conform to the Contract documents, or does not have an "approved" or "approved as noted" submittal status; then the Contractor shall, within three days after being notified by the Engineer, remove the unacceptable material from the premises; and if said material has been installed, the entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the Contractor.
- B. Work shall not be closed in or covered over before inspection and approval by the Owner's Resident Engineer. All costs associated with uncovering and making repairs where noninspected work has been performed shall be borne by the Contractor.
- C. The Contractor shall cooperate with the Owner and provide assistance for the inspection of the electrical system under this Contract. The Contractor shall remove covers, provide access, operate equipment, and perform other reasonable work which, in the opinion of the Engineer, will be necessary to determine the quality and adequacy of the work.
- D. Before request for final inspection is made, the Contractor shall submit to the Owner in writing, a statement that the Contractor has made his own thorough inspection of the entire project enumerating punch list items not complete and that the installation and testing is complete and in conformance with the requirements of this Division.
- E. The Owner may arrange for a facility inspection by Cal-OSHA Consultation Service at any time. The Contractor shall make the necessary corrections to bring all work in conformance with Cal-OSHA requirements, all at no additional cost to the Owner.
- F. Contractor will be Responsible for any Additional Cost for Overtime, Weekend Overtime or Differential Time, Expenses for Inspection of Defective Work that has to be Reinspected.

1.10 JOB CONDITIONS

- A. The Contractor shall make all arrangements and pay the costs thereof for temporary services required during construction of the project, such as temporary electrical power and telephone service. Upon completion of the project, remove all temporary services, equipment, material, and wiring from the site as the property of the Contractor.
- B. The Contractor shall provide adequate protection for all equipment and materials during shipment, storage, and construction. Equipment and materials shall be completely covered with two layers of plastic and set on cribbing six inches above grade so that they are protected from weather, wind, dust, water, or construction operations. Equipment shall not be stored outdoors without the approval of the Owner. Where equipment is stored or installed in moist areas, such as unheated buildings, provide an acceptable means to prevent moisture damage, such as a uniformly distributed heat source to prevent condensation.
- C. The elevation of the project site is approximately 870 feet above sea level. All equipment shall be de-rated as recommended by the manufacturer or in accordance with ANSI C37.30.

- D. The normal, unconditioned ambient temperature range of the job site will vary between 10° to 110 °F. All equipment shall be rated to operate at continuous full load under these temperature ranges. Any additional provisions for cooling or heating shall be provided to meet these requirements at no additional cost.

1.11 OPERATION AND MAINTENANCE MANUALS

- A. Operation and maintenance manuals covering instructions and maintenance on each type of equipment shall be furnished per Section 26 01 26 - Electrical and Instrumentation Operations and Maintenance Data.

PART 2 MATERIALS

2.01 QUALITY

- A. It is the intent of the Contract Specifications and Drawings to secure the highest quality in all materials and equipment in order to facilitate operation and maintenance of the facility. All equipment and materials shall be new and the products of reputable suppliers have adequate experience in the manufacture of these particular items. For uniformity, only one manufacturer will be accepted for each type of product. Provide the manufacturer's latest design that conforms to these Specifications.
- B. All equipment shall be designed for the service intended and shall be of rugged construction, of ample strength for all stresses which may occur during fabrication, transportation, erection, and continuous or intermittent operation. All equipment shall be adequately stayed, braced, and anchored, and shall be installed in a neat and workmanlike manner. Appearance and safety, as well as utility, shall be given consideration in the design of details. All components and devices installed shall be standard items of industrial grade, unless otherwise noted, and shall be of sturdy and durable construction suitable for long, trouble-free service. Light duty, fragile, and competitive grade devices of doubtful durability shall not be used.
- C. Products that are specified by manufacturer, trade name, or catalog number, establish a standard of quality and do not prohibit the use of approved equal of other manufacturers. However, all provided products specified or not, must be favorably reviewed and approved by the Engineer prior to installation.
- D. Underwriter's Laboratories (UL) listing is required for all substituted equipment when such a listing is available for the first named equipment.
- E. When required by the Contract Specifications or requested by the Engineer, the Contractor shall submit equipment or material samples for test or evaluation. The samples shall be furnished with information as to their source and prepared in such quantities and sizes as may be required for proper examination and testing, with all freight and charges prepaid. All samples shall be submitted before shipment of the equipment or material to the job site and in ample time to permit the making of proper tests, analyses, examinations, rejections, and resubmissions before incorporated into the work.
- F. It is the System Supplier's responsibility to visit jobsite to collect and document existing equipment MCC device part numbers in order for all similar called out new equipment to match existing.

2.02 COMPONENTS

- A. SWITCHES AND LIGHTS
- B. Relays and Timers:

1. General: Relays and timers shall be provided with N.O. or N.C. contacts as shown on the Contract Drawings. All spare contacts shown shall be provided. A minimum of two isolated form C contacts, shall be provided on each timer or relay. Contacts shall be rated 10 amps minimum at 120 VAC, 60 Hz unless otherwise stated. Supply power or coil voltage shall be 120 VAC unless otherwise shown on the Contract Drawings or when relay is utilized in 24VDC control circuits. Relays and timers shall be designed for continuous duty. All relays shall be UL listed. The following is a summary of abbreviations associated with relays and timers:
 - a. CR- control relay
 - b. ISR - intrinsic safe relay
 - c. PFR - power fail relay
 - d. TR - time delay relay
 - e. TDOE - time delay on energization
 - f. TDOD - time delay on dropout
2. Control relays (CR) shall be plug-in type with clear see-through sealed or enclosed housing to exclude dust. Contact material shall be silver cadmium oxide. Relay shall be rated for 110% of rated voltage and have a frequency response of 1800 operations per hour. Sockets for plug-in relays shall be standard industrial 8 or 11 blade type with barrier pressure screw terminals. Provide relay energized neon lamp or LED (inside relay case). Provide IDEC type RH, Potter and Brumfield, or approved equal.

C. Circuit Breakers:

1. Circuit breakers shall be of the indicating type, providing ON, OFF and TRIPPED positions of the operating handle. Circuit breakers shall be quick-make, quick-break, with a thermal-magnetic (TM) action, except when protecting motor feeders where motor circuit protector (MCP) breakers with adjustable magnetic trip shall be used. Circuit breakers shall be the bolted on type. The use of tandem or dual circuit breakers in a normal single-pole space to provide the number of poles or spaces specified are not acceptable. All multiple-pole circuit breakers shall be designed so that an overload on one pole automatically causes all poles to open. Circuit breakers and motor circuit protectors shall be manufactured by GE, Cutler-Hammer, ITE, or approved equal.
2. Breakers shall be sized and have a minimum interrupting capacity as shown on Drawings and as required for the supplied equipment.
3. Breakers requiring GF trip on E-Series Drawings shall be provided with breakers with integral ground fault trip.
4. Thermal magnetic circuit breakers with frames 250A and above shall be provided with removable interchangeable trip units.
5. Breaker for HVAC equipment shall have HACR rating.
6. All breakers shall be supplied with the correct sized copper only lugs for wire sizes as listed in "Conduit & Wire Routing Schedule". Provide larger frame breaker or lug adapters as necessary when connecting to the listed oversized wire.

D. Motor Starters:

1. Motor starters (M) shall be as shown on the Drawings. NEMA sizes shall be as required for the horsepower of the supplied equipment. Contactors shall be UL rated and listed.
2. Auxiliary contacts shall be provided as shown on the Drawings or as required. Each motor starter shall be furnished with a minimum of two spare auxiliary contacts in excess from those shown to be used. Auxiliary contacts shall be convertible, in the field, from normally open to normally closed, or vice versa.
3. Starters shall have adjustable overload relays. Adjustable overload relays shall be adjustable for trip point and for automatic or manual reset. Each overload shall be ambient compensated with a visible trip indicator. Each overload shall be ambient compensated and shall trip on 600% of full load current in less than 6 seconds. Each overload relay shall have a test trip pushbutton built-in and an adjustable calibrated trip with indicating dial. Three-phase starters shall have 3 overload relays. Each overload relay shall have a normally closed holding contact and a normally open isolated contact for overload shutdown.

E. Control Power Transformer:

1. Control power transformer (CPT) shall be provided with a time-delay, slow-blow secondary fuse rated to protect the transformer and interrupt 10,000 amperes at 120VAC. Two primary fuses for interrupt amperes shown on Contract Drawings shall be provided. Transformer size minimum ratings shall be as shown on Contract E-Series Drawings. When size is not shown on E-series Contract Drawings, then the following lists the minimum control power transformer per NEMA Starter size or VFD/Soft Starter size:

CONTACTOR	CTRL PWR XFMR
NEMA SIZE	VA RATING
STARTER	
SIZE 00	150
SIZE 0	150
SIZE 1	150
SIZE 2	150
SIZE 3	250
SIZE 4	250
SIZE 5	250

2. The MCC supplier shall increase the CPT size by the VA rating of the motor heater when motors have heaters.

F. Elapsed Time Meters:

1. Elapsed time meters (ETM) for general use shall be nonresettable with 0.0 to 99,999.9 hour readout, permanently lubricated synchronous motor drive, nominal 2-1/2" circular two-hole surface front panel mount housing, screw terminals, and rated at 120 VAC, at 60 Hz. Elapsed time meters shall be Stemco-Engler Series, 710-0002, Yokogawa, or approved equal.

2.03 ELECTRICAL ENCLOSURES AND BOXES

- A. Enclosures to be NEMA rated per Indexes with fast access door latches. Enclosure construction shall be 14 gauge minimum with continuously welded seams. Outer door shall have provisions for locking enclosure with standard padlock. Provide white backpan in each box. Provide thermoplastic data pocket mounted on inside door. Provide enclosures with accessories consisting of breaker to disconnect incoming power, padlockable disconnect for breakers used in circuits above 120VAC, heater, fan, removable metal filters, louvers, and thermostats. Enclosure shall be Hoffman, Circle AW, or approved equal.

2.04 MOTOR CONTROL PANELS

- A. Provide motor control panels with padlockable main disconnect, motor circuit protector (MCP), auxiliary contacts for remote SCADA monitoring, control power transformer, elapsed time meter (ETM), HOA selector switch, reset pushbutton, starter with motor overloads, terminal blocks, relays, and interlocks as shown on Contract Drawings.
- B. Motor controls shall be mounted on a backpan and installed in a NEMA rated enclosure. Enclosure shall have a padlockable disconnect switch for locking out pump operation and controls.
- C. Motor control panel shall be Siemens, or approved equal.

2.05 SAFETY LOCKOUTS

- A. Safety lockouts per subsection 3.08.

PART 3 EXECUTION

3.01 WORKMANSHIP

- A. All work in this Section shall conform to the codes and standards outlined herein.
- B. The Contractor shall employ personnel that are skilled and experienced in the installation and connection of all elements, equipment, devices, instruments, accessories, and assemblies. All installation labor shall be performed by qualified personnel who have had experience on similar projects. Provide first class workmanship for all installations.
- C. The Contractor shall ensure that all equipment and materials fit properly in his installations.
- D. The Contractor shall perform any required work to correct improper installations at no additional expense to the Owner.
- E. The Engineer reserves the right to halt any work that is found to be substandard or being installed by unqualified personnel.

- F. All cutting and notching shall be laid out carefully in advance. Do not notch any structural member or building surface without specific approval from the Engineer. Carefully carry out any cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings, paving, or other surfaces required for the installation, support, or anchorage of conduit, raceways, or other electrical materials and equipment. Following such work, restore surfaces neatly to new condition using skilled craftsmen of the trades involved. Refinish damaged surfaces to new condition using skilled craftsmen of the trades involved at no additional cost to the Owner.
- G. Keep the premises free from accumulation of waste material or rubbish on a daily basis. Upon daily completion of work, remove materials, scraps, and debris from the premises and from the interior and exterior of all devices and equipment.
- H. All equipment installed by the Contractor shall be in accordance with the Drawings and the manufacturer's recommendations and instructions and shall operate to the Engineer's satisfaction. Follow all manufacturer's instructions for handling, receiving, installation, and pre-check requirements prior to energization. After energization, follow manufacturer's instructions for programming, set-up and calibration of equipment. The Contractor shall be responsible for, and shall correct by repair or replacement, at his own expense, equipment which, in the opinion of the Engineer, has been caused by faulty mechanical or electrical assembly by the Contractor. Necessary tests to demonstrate that the electrical and mechanical operation of the equipment is satisfactory and meets the requirements of these Specifications shall be made by the Contractor at no additional cost to the Owner.
- I. The Contractor shall vacuum clean the interior of all motor control centers, panelboards, junction boxes and other enclosures supplied under this project containing electrical equipment to remove all dirt, metal chips, stripped insulation, etc., from the enclosure. This cleaning shall be done prior to energizing the device initially and a second time immediately prior to the final acceptance inspection.

3.02 CONSTRUCTION METHODS, GENERAL

- A. All wiring shall be neatly bundled and laced with plastic tie-wraps, anchored in place by screw attached retainer. Where space is available, such as in electrical cabinets, all wiring shall be run in slotted plastic wireways or channels with dust covers. Wireways or channels shall be sized such that the wire fill does not exceed 50%. Wires carrying 100 volts and above shall be physically separated from lower voltage wiring by using separate bundles or wireways with sufficient distance to minimize the introduction of noise, crossing only at 90 degree angles. Tie-wraps shall be T&B TY-RAP's, Panduit, or approved equal.
- B. Where wiring crosses hinged surfaces, provide a "U" shaped hinge loop protected by plastic spiral wrap. The hinge loop shall be of sufficient length to permit opening and closing the door without stressing any of the terminations or connections.
- C. Wireways, retainers, and other devices shall be screw-mounted with round-head 316 stainless steel screws. Glue or sticky back attachment of any type or style shall not be used.
- D. All devices and wiring shall be installed and permanently labeled and secured in accordance with Section 26 05 02 and Section 26 28 13.
- E. All components associated with a particular compartment's or enclosure's function shall be mounted in that compartment or enclosure.
- F. Spacing and clearance of components shall be in accordance with UL, JIC, and NEC standards.

- G. Wires shall not be spliced except where shown. Devices with pigtails, except lighting fixtures, shall be connected at terminal blocks. Equipment delivered with spliced wires shall be rejected and the Contractor required to replace all such wiring, at no additional cost to the Owner.
- H. Where splices are allowed or approved by the Engineer they shall conform with the following:
1. Splices of #10 and smaller, including fixture taps, shall be made with nylon self-insulated twist on wire joints; T&B "Piggys", Panduit, or approved equal. Twist shall be UL listed for service voltage.
 2. Splices of #8 and larger shall be double crimped splices, or approved equal, insulated with heat shrink tubing, or approved equal.
 3. Splices in underground pullboxes shall be insulated and moisture sealed with 3M "Scotchcast" cast fast curing epoxy powdered resin splice kits. Kits used shall have a date marking for shelf life that is not expired. Kit shall be UL listed for electrical insulating systems.
 4. Wire splicing devices shall be sized according to manufacturer's recommendations.
 5. Tape on splices shall not be allowed.
 6. Splices for motor leads shall be made with T&B MSC series splice kit, or approved equal.
- I. Tapes shall conform to the requirements of UL 510 and be rated: 105 °C, 600V, flame retardant, hot and cold weather resistant. Vinyl plastic electrical tape shall be 7 mil black. Phase tape shall be 7 mil vinyl plastic, color coded as specified. Electrical insulation putty shall be rubber based, elastic putty in tape form. Varnished cambric shall not be used.
- J. Connections to terminals shall be as follows:
1. Use connector or socket type terminals furnished with component.
 2. Connections to binding post screw, stud, or bolt use:
 - a. For #10 and smaller wire, T&B "STA-KON", Buchanan "Termend", or approved equal self-insulated locking forked tongue lug, de-burred, electrotin plating with flat bottom box.
 - b. For #8 to #4/0 wire, T&B "Locktite", Burndy QA lug of shape best suited with code copper conductor (for 600V).
 3. Use ratchet type crimping tool which does not release until proper crimp pressure has been applied.
 4. Connections for all terminals shall be made with insulation stripped per manufacturer's instructions.
- K. Equipment shall be wired and piped by the manufacturer or supplier. Major field modifications or changes are not allowed without the written "change order" authority by the Engineer. When field changes are made, the components, materials, wiring, labeling, and construction methods shall be identical to that of the original supplied equipment. Contractor's cost to replace or rework the equipment to match original manufacturer or supplier methods shall be done at no additional cost to the Owner.

- L. Mating fittings, bulkhead fittings, plugs, connectors, etc., required to field interface to the equipment and panels shall be provided by the supplier when the equipment is delivered.
- M. All electrical and instrumentation Drawings associated with the equipment shall be provided with the equipment when it is delivered to the job site. Drawings for each piece of equipment shall be placed in clear plastic packets of sufficient strength that will not tear or stretch from drawing removal and insertion.

3.03 EQUIPMENT FABRICATION, GENERAL

- A. Panel cutouts for devices (i.e., indicating lights, switches) shall be cut, punched, or drilled and smoothly finished with rounded edges. Exposed metal from cutouts that are made after the final paint finish has been applied shall be touched up with a matching paint prior to installing device. Do not paint nameplates, labels, tags, switches, receptacles, conductors, etc.
- B. All doors shall be fully gasketed with nonshrinkable, water and flame resistant material.
- C. Bolts and screws for mounting devices on doors shall be as specified by the manufacturer, otherwise they shall have a flush head which blends into the device or door surface. No bolt or screw holding nuts shall be used on the external surface of the door.
- D. No fastening devices shall project through the outer surfaces of equipment.
- E. Each component within the equipment shall be securely mounted on an interior subpanel or backpan and arranged for easy servicing, such that all adjustments and component removal can be accomplished without removing or disturbing other components. Mounting bolts and screws shall be front located for easy access and removal without special tools. Access behind the sub panel or backpan shall not be required for removing any component.
- F. A ground bus shall be provided in each enclosure or cabinet. It shall have provisions for connecting a minimum of ten grounding conductors. Screw type lugs shall be provided for connection of grounding conductors. All grounding conductors shall be sized as shown on plans or in accordance with NEC Table 250-122, whichever is larger.
- G. Minimum wire bending space at terminals and minimum width of wiring gutters shall comply with NEC Tables 312-6 (A) and (B).
- H. Wire sizes shall not be installed smaller than those shown in NEC Article 310 for each circuit amperage rating.
- I. Future device and component mounting space shall be provided on the door, backpan, and subpanel where detailed on the Drawings. Where no detail is shown, provide a minimum of 15 percent usable future space.
- J. Doors shall swing freely a minimum of 90° and close with proper alignment.
- K. All control, power, and signal wires inside enclosures shall be run in separate plastic wireways. Wireways shall not be filled over 50% capacity.

3.04 DELIVERY

- A. Contractor shall inspect each electrical and instrumentation item delivered to the jobsite.
- B. Contractor shall unpack each item for inspection within two (2) days of arrival.
- C. Complete written inventory shall be produced by Contractor and submitted to Owner within (2) days after arrival on jobsite for record keeping prior to any payment for the item.

3.05 DAMAGED PRODUCTS

- A. Damage products will not be accepted. All damaged products shall be replaced with new products.

3.06 FASTENERS

- A. Fasteners for securing equipment to walls, floors, and the like shall be stainless steel. The minimum size fastener shall be 3/8-inch diameter. Layout to maintain headroom, neat mechanical appearance, and to support equipment loads required
- B. Anchor Methods:
 - 1. Hollow Masonry: Sleeve type anchors.
 - 2. Solid Masonry: Sleeve type anchors or epoxy anchors bolts.
 - 3. Metal Surfaces: Machine screws, bolts, or welded studs.
 - 4. Concrete Surfaces: Wedge or expansion anchors.
 - 5. Structural Steel: Right angle, parallel and edge type rigid metal clamps. Do not weld or drill structural steel.
- C. Equipment Mounting:
 - 1. The Contractor shall be responsible for furnishing and setting all anchor bolts required to install his equipment.
 - 2. Electrical equipment shall be unistrut "stand off" mounted a minimum of ½ - inch from the wall in a manner so that the rear of the equipment is freely exposed to air circulation. Unistrut, anchors and fasteners shall be 316 stainless steel in NEMA 4X areas and galvanized in non-NEMA 4X areas unless called out specifically in details.
 - 3. All equipment enclosures shall be of the NEMA classification noted on the electrical plan Drawings for the area in which the device will be mounted.
 - 4. Reinforced concrete pad with stainless steel anchor bolts shall be provided for each electrical freestanding equipment.
- D. Dissimilar metals such as aluminum, stainless steel, steel, galvanized steel between enclosures, devices, etc. and mounting surfaces shall be isolated from each other using insulated tape or nonmetal spacers. Tape and spacers used shall be specifically manufactured for this application.

3.07 INSTALLATION, GENERAL

A. System:

1. Install all products per manufacturer's recommendations and the Drawings.
2. Provide relays, signal converters, isolators, boosters, and other miscellaneous devices as required.
3. Change normally open contacts to normally closed contacts or visa versa.
4. Adding additional relays to provide more contacts as necessary.
5. Keep a copy of the manufacturer's installation instructions on the jobsite available for review at all times prior to and during the installation of the associated equipment.

B. Panels and Enclosures:

1. Install panels and enclosures at the location shown on the Drawings or approved by the Engineer.
2. Install level and plumb.
3. Seal all enclosure openings to prevent entrance of insects and rodents.
4. All conduits entering outdoor panels and enclosures shall use watertight hubs. These hubs shall be located on sides or bottom only. Top entry of outdoor panels or enclosures is not allowed unless specifically shown on plans.
5. Clearance about electrical equipment shall meet the minimum requirements of NEC 110-26

C. Wiring, Grounding, and Shielding:

1. Wiring inside and outside equipment shall be installed per Section 26 28 13.
2. It is important to observe good grounding and shielding practices in the generally noisy environment in this application. The shield of shielded cables shall be terminated to ground at one end only, the originating panel. The shield at the other end shall be encased in an insulated material to isolate it from ground.
3. Special cables shall be provided when required by manufacturer or necessary to correct noise or distortion interference at no additional cost to Owner.
4. Field wiring shall not begin until interconnection drawings have been submitted by the Contractor and approved by the Engineer, per Section 26 05 03.

D. Cutting and Patching:

1. The Contractor shall do all cutting and patching required to install his work. Any cutting which may impair the structure shall require prior approval by the Engineer. Cutting and patching shall be done only by skilled labor of the respective trades. All surfaces shall be restored to their original condition after cutting and patching.

E. Seals:

1. Seal around all conduits, wires, and cables penetrating between walls, ceilings, and floors in all buildings with a fire stop material. Seal shall be made at both ends of the conduit with a fire stop putty. Seal shall have a minimum two hour rating. Fire stop sealing shall be International Protective Coatings Flamesafe, or approved equal.
2. Seal around conduits entering outside to inside structures and around bottom of free standing enclosures to maintain watertight integrity of structure.
3. Place conduit seal inside each underground conduit riser into panels and enclosures to prevent entrance of insects and rodents.

F. Cleaning and Touch up:

1. Prior to startup and at the completion of the work prior to final acceptance, all parts of the installation, including all equipment, exposed conduit, devices, and fittings shall be cleaned and given touch up by Contractor as follows:
 - a. Remove all grease and metal cuttings.
 - b. Any discoloration or other damage to parts of the building, the finish, or the furnishings, shall be repaired.
 - c. Thoroughly clean any of his exposed work requiring same.
 - d. Vacuum and clean the inside of all MCC and electrical and instrumentation enclosures.
 - e. Clean all above and below ground pull boxes, junction boxes, and vaults from all foreign debris prior to final acceptance.
 - f. Paint all scratched or blemished surfaces with the necessary coats of quick drying paint to match adjacent color, texture, and thickness. This shall include all prime painted electrical equipment, including enclosures, panels, poles, boxes, devices, etc.

3.08 SAFETY LOCKOUTS

- A. Contractor shall provide safety lockout tags on the breakers for all MCCs and Panelboards and other electrical enclosures. Safety tags shall not be the same as those used by the Owner. All padlocks used for this purpose shall be keyed differently from any of the Owner's padlocks. Padlocks shall remain in place by the Contractor until operation of the portion of work is turned over to the Owner with the responsibilities noted on the acceptance form.
- B. The following is the procedure for transferring each portion of work over to the Owner prior to completion of the entire project:
 1. Contractor shall inform the Owner when a portion of the work is complete, ready for inspection and available to be placed into operation.
 2. The Owner will schedule the inspection and substantiate that the work is complete and operational.

3. The Contractor will correct any deficiencies.
 4. The Owner will prepare a Partial Utilization form in which that portion of the project will be turned over the Owner with the responsibilities noted on the acceptance form. The Contractor then shall remove his safety lockouts and tags.
- C. Safety lockout tags shall be rigid vinyl with write-on surface and brass grommet. Safety tags shall be secured in place with cord of sufficient strength to prevent accidental removal or displacement. Lockout shall meet OSHA standard 1910.147 requirements. Safety lockouts shall be Panduit write-on Safety Tags, model PVT-98, or approved equal.

3.09 WARRANTY

- A. The Contractor shall warrant all electrical and instrumentation equipment and software programming supplied under this Division 16 for a period of one (1) year from date of final acceptance. Standard published warranties of equipment which exceed the preceding specified length of time shall be honored by the manufacturer or supplier.
- B. The Contractor shall provide all labor and material to troubleshoot, replace, or repair any hardware or software that fails or operates improperly during the warranty period, at no additional cost to the Owner.
- C. The System Supplier shall have a staff of experienced personnel available to provide service on a two (2) working day notice during the warranty period. Such personnel shall be capable of fully testing, programming and diagnosing the hardware and software delivered; and of implementing corrective measures.
- D. If the System Supplier fails to respond in two (2) working days, the Owner at its option will proceed to have the warranty work completed by other resources; the total cost for these other resources shall be reimbursed in full by the Contractor. The use of other resources, as stated above, shall not change or relieve the Contractor or supplier from fulfilling the remainder of the warranty requirements.
- E. Each time the System Supplier's repair person responds to a system malfunction during the warranty period, he or she must contact the designated Owner maintenance supervisor for scheduling of the work, access to the jobsite, and permission to make repairs. Operation of facilities necessary to test equipment shall only be performed by or under the direction of the Owner Staff. The Owner reserves the right at its sole discretion to deny operations requested by the System Supplier. A written description of all warranty work performed shall be documented on a field service report to be given to Owner prior to the repair person leaving job site each day. This field service report shall detail and clearly state problem, corrective actions taken, additional work that needs to be done, date, repair person name and company.
- F. Prior to "final acceptance", the Contractor shall furnish to the Engineer a listing of warranty information for all manufacturers of materials, instruments, and equipment used on the project. The listing shall include the following:
1. Manufacturer's name, service contact person, phone number, and address.
 2. Material and equipment description, equipment number, part number, serial number, and model number.
 3. Manufacturer's warranty expiration date.

3.10 FINAL ACCEPTANCE

- A. Final acceptance will be given by the Owner after the equipment has passed the "final acceptance trial period", each deficiency has been corrected, final documentation has been provided, and all the requirements of design documents have been fulfilled.
- B. Upon completion of the project, prior to final acceptance, remove all temporary services, equipment, material, and wiring from the site.
- C. At the end of the project, following the completion of the field tests, and prior to final acceptance, the Supplier shall provide the following to the Owner:
 - 1. A listing of warranty information.
 - 2. Each "operation and maintenance" manual shall be modified or supplemented by the Supplier to reflect all field changes and as-built conditions.
- D. Prior to final acceptance submit each key with matching duplicate. Wire all keys for each lock securely together. Tag and plainly mark with lock number or equipment identification, and indicate physical location, such as panel or switch number.

END OF SECTION

SECTION 311100 SITE DEMOLITION

PART 1 - GENERAL

A. Description

1. This section describes the work included in demolition and removal of existing items as required to prepare the site for construction operations. This includes
 - a. Removal of Existing Piping and Structures
 - b. Removal of Existing Asphalt and Concrete Pavement
 - c. Removal of Existing Chain-Link Fencing
 - d. Clearing, stripping, grubbing, and preparing the project site for construction operations.
 - e. Removal of additional appurtenances required to construct the proposed improvements, not specifically described herein.

B. Related Work Specified Elsewhere

1. Protecting Existing Underground Utilities: 020120.
2. Earthwork: 312300.
3. Trenching, Backfilling, and Compacting: 312316.

PART 2 - MATERIALS

A. (Not Used)

PART 3 - EXECUTION

A. Pavement Removal

1. Initially cut asphalt concrete pavement with pneumatic pavement cutter or other equipment at the limits of the excavation and remove the pavement. After backfilling the excavation, saw cut asphalt concrete pavement to a minimum depth of 2 inches at a point not less than 9 inches outside the limits of the excavation or the previous pavement cut, whichever is greater, and remove the additional pavement.
2. Sawcut concrete pavement, including cross gutters, curbs and gutters, sidewalks, and driveways, to a minimum depth of 1 1/2 inches at a point 1 foot beyond the edge of the excavation and remove the pavement. The concrete pavement may initially be cut at the limits of the excavation by other methods prior to removal and the saw cut made after backfilling the excavation. If the saw cut falls within 3 feet of a concrete joint or pavement edge, remove the concrete to the joint or edge.
3. Make arrangements for and dispose of the removed pavement.

4. Final pavement saw cuts shall be straight along both sides of trenches, parallel to the pipeline alignment, and provide clean, solid, vertical faces free from loose material. Saw cut and remove damaged or disturbed adjoining pavement. Saw cuts shall be parallel to the pipeline alignment or the roadway centerline or perpendicular to same.

B. Clearing, Stripping, and Grubbing Areas and Limits

1. Clear, strip, and grub excavation and embankment areas associated with new structures, slabs, walks, roadways, and other areas where work is to be completed.
2. Limits of clearing, stripping, and grubbing:
 - a. Excavation, Excluding Trenches: Within the proposed right-of-way and temporary and permanent easements.
 - b. Earth Fill: To the proposed right-of-way line or limits of temporary and permanent easements.
 - c. Existing Pipelines and Concrete Structures: As shown on the drawings to be removed.

C. Disposal of Clearing and Grubbing Debris

Do not burn combustible materials. Remove cleared and grubbed material from the worksite and dispose.

D. Disposal of Strippings

Remove stripped material and dispose offsite.

E. Clearing

1. Remove and dispose of trees, snags, stumps, shrubs, brush, limbs, sticks, branches, and other vegetative growth. Remove rocks, tiles, and lumps of concrete. Remove all evidence of their presence from the surface. Remove and dispose of trash piles, rubbish, and fencing. Protect structures and piping above and below ground, trees, shrubs, and vegetative growth and fencing which are not designated for removal.
2. Remove and dispose of wood picket and rail fences outside of the right-of-way.
3. Clearing and grubbing shall also include the removal at pipe culverts, concrete structures, and other facilities designated on the drawings for removal, and removal and reconstruction of fences as described herein.

F. Stripping

Remove and dispose of organic sod, topsoil to a depth of 3 inches, grass and grass roots, and other objectionable material remaining after clearing from the areas designated to be stripped.

G. Grubbing

After clearing and stripping, remove and dispose of wood or root matter, including stumps, logs, trunks, roots, or root systems greater than 1 inch in diameter or thickness to a depth of 12 inches below the ground surface.

Remove and dispose of trees, snags, stumps, shrubs, brush, limbs, sticks, branches, and other vegetative growth. Remove rocks, tiles, and lumps of concrete. Remove all evidence of their presence from the surface. Remove and dispose of trash piles, rubbish, and fencing. Protect structures and piping above and below ground, trees, shrubs, and vegetative growth and fencing which are not designated for removal. After clearing and stripping, remove and dispose of wood or root matter, including stumps, logs, trunks, roots, or root systems greater than 1 inch in diameter or thickness to a depth of 12 inches below the ground surface.

H. Miscellaneous Existing Features and Appurtenances

Confirm extents of removal of existing features such as fences, decorative walls, landscape features, private irrigation systems, gates, with Engineer prior to removal.

END OF SECTION

SECTION 312300 EARTHWORK

PART 1 - GENERAL

A. Description

This section includes materials, testing, and installation of earthwork for excavations, fills, and embankments for roadways, structures, ditch excavation, dirt berms, and embankments at locations shown on the drawings and other excavation and embankment required to construct the work to the lines and grades shown on the drawings.

B. Related Work Specified Elsewhere

1. Protecting Existing Underground Utilities: 020120.
2. General Concrete Construction: 030500.
3. Site Demolition: 311100.
4. Trenching, Backfilling, and Compacting: 312316.

C. Submittals

1. Submit excavation and shoring drawings for worker protection in accordance with the General Provisions.

D. Testing for Compaction

1. The Owner will test for compaction and relative density as described below.
2. Determine the density of soil in place by the sand cone method, ASTM D1556 or by nuclear methods, ASTM D6938. Compaction tests will be performed for each lift or layer. If nuclear methods are used for in-place density determination, verify the accuracy with one sand cone, and one maximum laboratory dry density, for every five nuclear tests taken if the backfill material is processed fill or visually consistent. More sand cones and densities will be required if the backfill material is visually variable. The minimum depth for the sand cone test hole shall be 12 inches. The minimum size shall be 8 inches, and size 16/30 or 10/20 silica sand shall be used.
3. Determine laboratory moisture-density relations of soils per ASTM D1557 or 6938. If nuclear methods are used for in-place density determination, the compaction test results for maximum dry density and optimum water content shall be adjusted in accordance with ASTM D4718. This will be required for determination of percent relative compaction and moisture variation from optimum.
4. Determine the relative density of cohesionless soils per ASTM D4253 and D4254.
5. Sample materials per ASTM D75.
6. "Relative compaction" is the ratio, expressed as a percentage, of the in-place dry density to the laboratory maximum dry density.
7. Compaction shall be deemed to comply with the specifications when no more than one test of any three consecutive tests falls below the specified relative compaction. The one test shall be

no more than three percentage points below the specified compaction. The Contractor shall pay the costs of any retesting of work not conforming to the specifications.

8. The frequency of tests will be determined by the Owner's Representative.

E. Disposal of Excess Materials

Excess site excavated or wasted material shall be disposed of offsite by the Contractor at his expense. No prearranged disposal site or related permits have been determined or secured by the Owner.

F. Material Availability

Sufficient earthwork material to complete the work may not be available at the site. Secure source of material and permits to complete the project requirements.

G. Measurement and Payment

Payment for all the work in this section, exclusive of authorized overexcavation, shall be included as part of the price paid for the items of work described in the Measurement & Payment section of these Special Provisions.

H. Measurement and Payment for Authorized Overexcavation

Measurement of the volume of material for payment of authorized overexcavation will be made by taking cross sections after excavation and calculating the volume using the average end area method. The Owner will measure and calculate the volume. The volume for payment will be the gross volume, up to the elevation of the finished earthwork subgrade. A change order will be made as described in the General Provisions based upon a unit price according to actual time and material volume of earthwork. No payment will be made for unauthorized excavated and fill material exceeding the contract lines and grades.

PART 2 - MATERIALS

A. Type 2 Structural Backfill

1. Structural backfill is material that is to be placed adjacent to and around structures, below the roadway structural section, or to the finished surface at other locations.
2. Material from excavation shall be free from deleterious material, provided the compaction specified herein can be obtained.
3. Imported structural backfill material shall have a minimum sand equivalent greater than 30 per ASTM D2419.
4. When material other than from excavation is used for pipe backfill, the 12 inches immediately above the pipe zone shall be backfilled with native material from excavation.

B. Fill

Fill material is material that is to be placed in locations that are not to be constructed as structural fill or structural backfill. Fill material shall be native material compacted to meet the requirements specified herein.

C. Sand, Including Imported Sand for Pipe Bedding Zone and in Pipe Trenches

1. Granular material free from clay balls, organic matter, and other deleterious substances and conforming to the following gradations:

Sieve Size	Percent Passing By Weight
3/8 inch	100
No. 4	75 to 100
No. 30	12 to 50
No. 100	5 to 20
No. 200	0 to 10

2. Sand shall have a minimum sand equivalent of 30 per ASTM D2419.

D. Sand-Cement Slurry Backfill

Sand-cement slurry backfill shall consist of one sack (94 pounds) of Type I or II portland cement added per cubic yard of imported sand and sufficient water for workability.

E. Water for Compaction

Water shall be free of organic materials and shall have a pH of 7.0 to 9.0, a maximum chloride concentration of 500 mg/L, and a maximum sulfate concentration of 500 mg/L. Provide all water needed for earthwork. Provide temporary piping and valves to convey water from the source to the point of use. Provide any meters if the water is taken from a city, water district, or agency pipeline.

PART 3 - EXECUTION

A. Dewatering

Provide and operate equipment adequate to keep excavations and trenches free of water. Dewater subgrade to a minimum of 1 foot below bottom of excavation. Remove water during period when concrete is being deposited, when pipe is being laid, and during the placing of backfill. Avoid settlement or damage to adjacent property. Dispose of water in a manner that will not damage adjacent property. When dewatering open excavations, dewater from outside the structural limits and from a point below the bottom of the excavation.

B. Excavation

1. Excavations shall have sloping, sheeting, shoring, and bracing conforming with 29CFR1926 Subpart P-Excavations, CAL/OSHA requirements, and the General Provisions.
2. Excavation is unclassified. Perform excavation regardless of the type, nature, or condition of the material encountered to accomplish the construction. Do not operate excavation equipment within 5 feet of existing structures or newly completed construction. Excavate with hand tools in these areas.
3. After the required excavation has been completed, the Owner will observe the exposed subgrade to determine the need for any additional excavation. It is the intent that additional excavation is to be conducted in all areas within the influence of the structure where unacceptable subgrade

materials exist at the exposed subgrade. Overexcavation shall include the removal of all such unacceptable material that exists directly beneath the structure or within a zone outside and below the structure defined by a line sloping at 1-horizontal to 1-vertical from 1 foot outside the edge of the footing. Refill the overexcavated areas with structural backfill material.

4. The Contractor will not receive any additional payment for refill material used for his convenience.

C. Limits of Foundation Excavation

Excavate to the depths and widths needed to accomplish the construction. Allow for forms, working space, structural backfill, and site grading. Unless unacceptable material is encountered and overexcavation is authorized by the Owner, backfill overexcavations with compacted structural backfill material. Correct cuts below grade by trimming benching cutting adjoining areas and creating a smooth transition. The Contractor shall bear all costs for correcting unauthorized overexcavated areas.

D. Preparation of Foundation Subgrade

1. The finished subgrade shall be within a tolerance of ± 0.05 foot of the grade and cross section indicated, shall be smooth and free from irregularities, and shall be at the specified relative compaction. The subgrade shall extend over the full width and extend 1 foot beyond the edge of the paved roadway section.
2. Compact the top 12 inches of the subgrade to 95% relative compaction. Recomposition will not be required if rock is exposed at final subgrade.
3. Remove soft material encountered and replace with Type 2 structural backfill. Fill holes and depressions to the required line, grade, and cross sections with Type II structural backfill.

E. Preparation for Placing Fill or Backfill

1. After excavation of existing material or removal of unacceptable material at the exposed subgrade, scarify the final subgrade surface to a depth of 12 inches and compact to 95% relative compaction.
2. Remove foreign materials and trash from the excavation before placing any fill material. Obtain the specified compressive strength and finish of concrete work per Section 030500 before backfilling.

F. Placing and Compacting Fill and Structural Fill

1. Excavated material may be used for fill, except where pipe bedding and shading is required, and structural fill providing all deleterious materials have been removed from the stockpiled material.
2. Place in maximum 8-inch lifts and compact each lift to 95% relative compaction over the full width and 1 foot beyond the paved roadway.
3. Dirt berms shown on the plans shall be compacted to a minimum of 90% relative compaction.

G. Placing and Compacting Structural Backfill

1. Place structural backfill material around piping, structures, channels, and other areas, including authorized overexcavation areas, to the lines and grades shown or specified. Do not exceed loose lifts of 8 inches.

2. Limits of Structural Backfill: Limits of structural backfill shall be 1.0 foot from edge of footing and shall extend at a 1:1 slope to the finish grade.
3. Compact each lift to 95% relative compaction under the paved roadway section, unless otherwise shown in the drawings. Stop structural backfill at least 6 inches below finished grade in all areas where topsoil is to be placed. Structure backfill outside the paved roadway shall be 90% relative compaction except in landscaped areas, where 85% is acceptable.
4. Backfill around concrete structures as specified in Section 030500.
5. Do not operate earthmoving equipment within 5 feet of walls of concrete structures. Place and compact backfill adjacent to concrete walls with hand-operated tampers or other equipment that will not damage the structure.

H. Moisture Control

During the compacting operations, maintain optimum practicable moisture content required for compaction purposes in each lift of the material. Maintain uniform moisture content throughout the lift. Insofar as practicable, add water to the material at the site of excavation. Supplement by sprinkling the material. At the time of compaction, the water content of the material shall be at optimum water content or within 2 percentage points above optimum. Aerate material containing excessive moisture by blading, discing, or harrowing to hasten the drying process.

I. Site Grading

Perform earthwork to the lines and grades shown in the drawings. Shape, trim, and finish slopes of channels to conform to the lines, grades, and cross sections as shown. Remove exposed roots and loose rocks exceeding 3 inches in diameter. Round tops of banks to circular curves of not less than a 6-foot radius. Neatly and smoothly trim rounded surfaces. Do not overexcavate and backfill to achieve the proper grade.

END OF SECTION

SECTION 312316

TRENCHING, BACKFILLING, AND COMPACTING

PART 1 - GENERAL

A. Description

This section includes materials, testing, and installation for pipeline, manholes, trench excavation, backfilling, and compacting as shown on the drawings and as specified herein.

B. Related Work Specified Elsewhere

1. Protecting Existing Underground Utilities: 020120.
2. General Concrete Construction: 030500.
3. Earthwork: 312300.
4. Asphalt Concrete Paving: 321216.

C. Submittals

1. Submit six copies of a report from a testing laboratory verifying that material contains less than 1% asbestos by weight or volume and conforms to the specified gradations or characteristics for pea gravel, granular material, imported sand, rock refill for foundation stabilization, and water.
2. Submit method(s) of compaction including removal sequence of shoring where used.

D. Testing for Compaction

1. The Owner will test for compaction as described in Section 312300.
2. Where compaction tests indicate a failure to meet the specified compaction, the Owner will take additional tests every 50 feet in each direction until the extent of the failing area is identified. Rework the entire failed area until the specified compaction has been achieved.

E. Pipe Bedding Zone

The pipe bedding zone shall include the full width of trench from the bottom of the pipe or conduit to a horizontal level 12 inches above the top of the pipe.

F. Measurement and Payment

1. Payment for the work in this section shall be included as part of the unit price for pipe bid amount stated in the Proposal.

PART 2 - MATERIALS

A. Pea Gravel

Pea gravel shall be rounded gravel, containing less than 1% asbestos by weight or volume, graded with less than 10% passing a No. 200 sieve, less than 50% passing a No. 4 sieve, less than 25% passing a 3/8-inch sieve, and having a maximum particle size 1/2 inch.

B. Granular Material for Backfill—Above Native Backfill Layer

Granular material for backfill used above the native backfill layer shall be Class II aggregate conforming to the Caltrans Standard Specifications.

C. Native Earth Backfill

Native earth backfill used above the pipe bedding zone shall be excavated fine-grained materials free from roots, debris, rocks larger than 3 inches, asbestos, organic matter, clods, clay balls, broken pavement, and other deleterious materials.

D. Imported Sand--Pipe Bedding Zone

See Section 312300.

E. Gravel and Crushed Rock--Pipe Backfill

Gravel or crushed rock material shall contain less than 1% asbestos by weight or volume and conform to the requirements of the Caltrans Standard Specifications.

F. Sand-Cement Slurry Backfill--Pipe Bedding Zone

Sand-cement slurry backfill shall consist of one sack (94 pounds) of Type I or II portland cement added per cubic yard of imported sand and sufficient water for workability.

G. Rock Refill for Foundation Stabilization

Rock refill shall be Class 2 aggregate base or pea gravel containing less than 1% asbestos by weight or volume and complying with the Caltrans Standard Specifications.

H. Concrete for Pipe Encasement and Thrust Blocks

1. Concrete for unreinforced pipe encasement and thrust blocks shall be Class C per Section 030500, unless otherwise shown in the drawings.
2. See the details in the drawings for thrust block sizes and locations. Install thrust blocks based on the pipe diameters shown in the drawings.

I. Water for Compaction

See Section 312300. Water shall be free of organic materials injurious to the pipe coatings.

J. Detectable Metallic Warning Tape for Non-Metallic Pipe

1. Plastic Warning Tape for Metallic Pipe: Use plastic tape with metallic pipe, e.g., steel and ductile iron. Provide permanent, bright-colored, continuous-printed plastic tape, intended for direct burial service, not less than 6 inches wide by 3.5 mils thick. Provide tape with printing which most accurately indicates type of service of pipe. Provide the following colored tape for the various piping services:

Service	Color
Cable TV	Orange
Chemical	Yellow
Electric	Red

Fuel Oil, Gasoline	Yellow

2. Detectable Metallic Warning Tape for Non-metallic Pipe: Use detectable metallic tape with non-metallic pipe, e.g., VCP, PVC, ABS. Provide permanent, bright-colored, continuous-printed tape consisting of an aluminum or steel foil sheathed in a plastic laminate, not less than 2 inches wide by 3 mils thick. Provide tape with printing which most accurately indicates type of buried service. Provide the following colored tape for the various piping services:

Service	Color
Gas	Yellow
Reclaimed Water	Violet
Sewer	Green
Telephone	Orange
Water	Blue

PART 3 - EXECUTION

A. Sloping, Sheet piling, Shoring, and Bracing of Trenches

Trenches shall have sloping, sheet piling, shoring, and bracing conforming with 29CFR1926, Subpart P--Excavations, CAL/OSHA requirements, and the General Provisions.

B. Sidewalk, Pavement, and Curb Removal

Cut bituminous and concrete pavements regardless of the thickness and curbs and sidewalks prior to excavation of the trenches with a pavement saw or pavement cutter. Width of the pavement cut shall be at least equal to the required width of the trench at ground surface. Haul pavement and concrete materials from the site. Do not use for trench backfill.

C. Trench Excavation

1. Excavate the trench to the lines and grades shown in the drawings with allowance for pipe thickness, sheet piling and shoring if used, and for pipe base or special bedding. If the trench is excavated below the required grade, refill any part of the trench excavated below the grade at no additional cost to the Owner with crushed rock, CDF or approved native material properly compacted. Place the refilling material over the full width of trench in compacted layers not exceeding 6 inches deep to the established grade with allowance for the pipe base or special bedding.
2. Trench widths in the pipe bedding Zone shall be as shown in the drawings. Comply with 29CFR Part 1926 Subpart P--Excavations. Trench width at the top of the trench will not be limited except where width of excavation would undercut adjacent structures and footings. In such case, width of trench shall be such that there is at least 2 feet between the top edge of the trench and the structure or footing.

D. Trench Excavation in Backfill and Embankment Areas

1. Construct and compact the embankment to an elevation of 1 foot minimum over the top of the largest pipe or conduit to be installed.
2. Excavate trench in the compacted backfill or embankment.

E. Location of Excavated Material

During trench excavation, place the excavated material only within the working area. Do not obstruct any roadways or streets. Do not place trench spoil over pipe, buried utilities, manholes, or vaults. Conform to federal, state, and local codes governing the safe loading of trenches with excavated material.

F. Length of Open Trench

Limit the length of open trench to the amount of pipe installed in one working day.

G. Dewatering

Provide and maintain means and devices to remove and dispose of water entering the trench excavation during the time the trench is being prepared for the pipelaying, during the laying of the pipe, and until the backfill at the pipe bedding zone has been completed. These provisions shall apply during both working and nonworking hours, including lunch time, evenings, weekends, and holidays. Dispose of the water in a manner to prevent damage to adjacent property and in accordance with regulatory agency requirements. Do not drain trench water through the pipeline under construction.

H. Foundation Stabilization

1. After the required excavation has been completed, the Owner will inspect the exposed subgrade to determine the need for any additional excavation. It is the intent that additional excavation be conducted in all areas within the influence of the pipeline where unacceptable materials exist at the exposed subgrade. Overexcavation shall include the removal of all such unacceptable material that exist directly beneath the pipeline to a width 24 inches greater than the pipe outside diameter and to the depth required.
2. Backfill the trench to subgrade of pipe base with rock refill material for foundation stabilization. Place the foundation stabilization material over the full width of the trench and compact in layers not exceeding 6 inches deep to the required grade. Foundation stabilization work shall be executed in accordance with a change order.
3. Rock refill used by the Contractor for his convenience will not be cause for any additional payment.

I. Installing Buried Piping

1. Grade the bottom of the trench to the line and grade to which the pipe is to be laid, with allowance for pipe thickness. Remove hard spots that would prevent a uniform thickness of bedding. Place the specified thickness of pipe base material over the full width of trench. Grade the top of the pipe base ahead of the pipelaying to provide firm, continuous, uniform support along the full length of pipe, and compact to the relative compaction specified herein. Before laying each section of the pipe, check the grade and correct any irregularities.
2. Excavate bell holes at each joint to permit proper assembly and inspection of the entire joint. Fill the area excavated for the joints with the bedding material specified or indicated in the drawings for use in the pipe bedding zone.
3. Inspect each pipe and fitting before lowering the buried pipe or fitting into the trench. Inspect the interior and exterior protective coatings. Patch damaged areas in the field with material recommended by the protective coating manufacturer. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after installation.

4. Handle pipe in such a manner as to avoid damage to the pipe. Do not drop or dump pipe into trenches under any circumstances.
5. When installing pipe, do not deviate more than 1/2 inch from line or 1/8 inch from grade. Measure elevation at the pipe invert.
6. After pipe has been bedded, place pipe zone material simultaneously on both sides of the pipe, in maximum 6-inch lifts, keeping the level of backfill the same on each side. Carefully place the material around the pipe so that the pipe barrel is completely supported and no voids or uncompacted areas are left beneath the pipe. Use particular care in placing material on the underside of the pipe to prevent lateral movement during subsequent backfilling.
7. Compact each lift to the relative compaction specified herein.
8. Push the backfill material carefully onto the backfill previously placed in the pipe bedding zone. Do not permit free-fall of the material until at least 2 feet of cover is provided over the top of the pipe. Do not drop sharp, heavy pieces of material directly onto the pipe or the tamped material around the pipe. Do not operate heavy equipment or a sheepsfoot wheel mounted on a backhoe over the pipe until at least 3 feet or one-half of the internal diameter, whichever is greater, of backfill has been placed and compacted over the pipe.
9. When the pipelaying is not in progress, including the noon hours, close the open ends of pipe. Do not allow trench water, animals, or foreign material to enter the pipe.
10. Keep the trench dry until the pipelaying and jointing are completed.

J. Backfill Compaction

1. Unless otherwise shown in the drawings or otherwise described in the specifications for the particular type of pipe installed, relative compaction in pipe trenches shall be as follows:
 - a. Pipe Bedding Zone: 90% relative compaction.
 - b. Backfill in Trench Not Beneath Paving Except Landscaping Areas: 90% relative compaction. Landscaped areas may be 85% relative compaction. Compact backfill within embankment above the pipe zone to the same relative compaction as the adjacent embankment as specified in Section 312300.
 - c. Backfill in Paved Areas: 95% relative compaction.
 - d. Rock Refill for Foundation Stabilization: 95% relative compaction or relative density.
 - e. Refill for Overexcavation: 95% relative compaction or relative density.
2. Compact trench backfill to the specified relative compaction. Compact by using mechanical compaction, or hand tamping. Do not use high-impact hammer-type equipment except where the pipe manufacturer warrants in writing that such use will not damage the pipe.
3. Compact material placed within 12 inches of the outer surface of the pipe by hand tamping only.
4. Do not use any axle-driven or tractor-drawn compaction equipment within 5 feet of building walls, foundations, and other structures.

K. Material Replacement

Remove and replace any trenching and backfilling material that does not meet the specifications, at the Contractor's expense.

L. Placing Sand-Cement Slurry Backfill

Place sand-cement slurry backfill in a uniform manner that will prevent voids in or segregation of the material. Remove foreign material that falls into the excavation or trench. Do not commence backfilling over or place any material over the slurry cement backfill until at least four hours after placing the sand-cement slurry.

END OF SECTION

SECTION 321216 ASPHALT CONCRETE PAVING

PART 1 - GENERAL

A. Description

This section includes materials, testing, and installation of asphalt concrete pavement, aggregate base course, herbicide, tack coat, and seal coat, where applicable.

This section also includes adjustment of existing utility covers to grade with finished paving improvements.

B. Related Work Specified Elsewhere

1. Earthwork: 312300.

C. Submittals

Submit six copies of a report from a testing laboratory verifying that aggregate material contains less than 1% asbestos by weight or volume and conforms to the specified gradations or characteristics.

D. Testing for Compaction

The Owner will test for compaction as described in Section 312300.

E. Standard Specifications

Wherever reference is made to the Caltrans Standard Specifications, such reference shall mean the State of California, Department of Transportation Standard Specifications, 2018 edition.

F. Measurement and Payment

1. Measurement and payment provisions and sharing of costs provisions described in the Caltrans Standard Specifications are not applicable to this project. Payment for all work described herein and for all work included by reference to the Caltrans Standard Specifications shall be considered as being included in the bid amounts stated in the project Bid Proposal and no additional payment will be made therefor.

PART 2 - MATERIALS

A. Asphalt Concrete Paving

Asphalt concrete paving shall conform to Type B in Section 39 of the Caltrans Standard Specifications, having 3/4-inch maximum medium grading.

B. Aggregate Base Course

Aggregate base shall be Class 2 aggregate base, 3/4-inch-maximum size per Section 26 of the Caltrans Standard Specifications. The grade of asphalt prime coat shall be slow-curing or medium-curing liquid asphalt as determined by the Owner's Representative.

C. Tack Coat

All areas to be paved shall receive a tack coat. Tack coat shall conform with Section 94, Grade SS1h in the Caltrans Standard Specifications unless allowed otherwise by the Owner's Representative.

D. Asphalt

Asphalt shall be Performance Grade PG 64-10 per Section 92 in the Caltrans Standard Specifications. Asphalt content in the pavement shall be 5.5% to 6.0%.

E. Aggregate for Asphalt Concrete

Aggregate shall be Type B per Section 39-2.02 in the Caltrans Standard Specifications or as specified by the Owner's Representative.

F. Wood Headers

Size of wood headers shall be 2 inches by the depth of the asphalt concrete paving; minimum size shall be 2 inches by 4 inches. Wood shall be Douglas fir No. 1. Wood shall comply with Section 57 in the Caltrans Standard Specifications.

G. Herbicide or Weed Killer

Use Gallery (Isoxaben) by Dow AgroSciences, Pre-M (Pendimethalin) by American Cyanamid Co., Surflan (Orizalin) by Dow Chemical, or equal.

H. Utility Covers

Salvage and re-use existing frames and lids. Provide new concrete grade adjustment rings, sealant, or manhole cones, as applicable.

PART 3 - EXECUTION

A. Installation

Producing, hauling, placing, compacting, and finishing of asphalt concrete shall conform to Section 39 of the Caltrans Standard Specifications. Apply seal coat to all paving except open asphalt concrete.

B. Connections with Existing Pavement

Where new paving joins existing paving, chip the existing surfaces 12 inches back from the joint line so that there will be sufficient depth to provide a minimum of 1 inch of asphalt concrete. Dispose of waste material offsite. Tack chipped areas prior to placing the asphalt concrete. Meet lines shall be straight and the edges vertical. Paint the edges of meet line cuts with liquid asphalt or emulsified asphalt prior to placing asphalt concrete. After placing the asphalt concrete, seal the meet line by painting with a liquid asphalt or emulsified asphalt and then immediately cover with clean, dry sand.

C. Preparation of Subgrade

Excavate and shape subgrade to line, grade, and cross section shown in the drawings. The subgrade shall be considered to extend over the full width of the base course.

D. Placing Aggregate Base Course

Place aggregate base course to the minimum thickness shown in the drawings. Compact to 95% relative compaction. Install in accordance with Section 26 of the Caltrans Standard Specifications.

E. Compaction of Aggregate Base and Leveling Courses

Compaction and rolling shall begin at the outer edges of the surfacing and continue toward the center. Apply water uniformly throughout the material to provide moisture for obtaining the specified compaction. Compact each layer to the specified relative compaction before placing the next layer.

F. Placing Tack Coat

Apply tack coat on surfaces to receive finish pavement per Section 39-4.02 in the Caltrans Standard Specifications. Apply tack coat to metal or concrete surfaces that will be in contact with the asphalt concrete paving.

G. Placing Asphalt Paving

Place asphalt paving to a minimum thickness of 0.15 foot. Install in accordance with Section 39-6 of the Caltrans Standard Specifications.

H. Compaction of Asphalt Concrete Paving

Compact until roller marks are eliminated and a density of 92% minimum to 98% maximum has been attained per ASTM D2041.

I. Surface Tolerance

1. Finished grade shall not deviate more than 0.02 foot in elevation from the grade indicated in the drawings. Slopes shall not vary more than 1/4 inch in 10 feet from the slopes shown in the drawings.
2. After paving has been installed and compacted, spray water over the entire paved area. Correct any areas where water collects and does not drain away.

J. Installing Fire Hydrant Markers

Install a blue reflective marker opposite each new fire hydrant. Place the marker on the pavement and locate 6 inches off the centerline of the traffic striping or reflective pavement markers towards the hydrant. Install markers in accordance with Section 85 of the Caltrans Standard Specifications.

K. Adjustment of Utility Covers

Adjust utility covers in accordance with the requirements of the specific utility owner.

END OF SECTION

PART 1 - GENERAL

A. Description

This section includes testing of gravity pipelines, sewers, culverts, drains, and manholes not intended to be pressurized in excess of 5 psi or 12 feet head of water. Leakage test is by internal air pressure or water. Infiltration test is by measurement of rate of flow of water.

PART 2 - MATERIALS

A. Test Plugs

Inflatable and expandable type, braced to contain 5 psi over the pipe cross-section area.

B. Pressure-Relief Valve

Set to limit the internal pipe test pressure to 5 psi.

PART 3 - EXECUTION

A. Selection of Alternate Test Criteria

1. When more than one pipe size is included in a test section, determine the test time by the criteria of ASTM C924 for concrete pipe and ASTM F1417 for plastic pipe.
2. If the entire test section is submerged in groundwater, test for infiltration only.

B. Preparation of the Pipeline

1. Prior to testing, flush and clean the pipeline to wet the pipe surface and clean out debris.
2. Plug pipe outlets, including stoppers in laterals, to resist the leakage test pressure.

C. Leakage Test

1. Test for leakage or for infiltration by means of an air test or a water test. Test each section of pipe between manholes, along with the manholes. Use the air test where the difference in elevation between the invert of the upper structure and the invert of the lower structure is more than 10 feet.
2. Test each section of pipe subsequent to the last backfill compacting operation.

D. Water Test

1. Test each section of pipe between two successive structures by closing the lower end of the pipe to be tested and the inlet pipe of the upper structure with plugs or stoppers. Fill the pipe and structure with water to a point 4 feet above the invert of the open pipe in the upper structure or to a height of 10 feet above the invert of the sewer in the lower structure, whichever gives the least hydrostatic pressure on the lower structure.

2. The total leakage shall be the decrease in volume of water in the upper structure. The leakage shall not exceed 0.025 gpm per inch of nominal diameter of pipe per 1,000 feet of pipe being tested.
3. If the leakage is greater than allowed, overhaul the pipe and, if necessary, replace and re-lay until the joints and pipe comply with this test. Complete tests before trench is paved.

E. Air Test

1. Conduct air tests per the following standards:

Pipe Material	Specification Section	ASTM Specification
Concrete (4 to 24 inches)	334216	C924, Table 1
Concrete (27 inches and larger)	334216	C1103
VCP	333110	C828

2. Test each section of pipe between two successive manholes by plugging pipe outlets with test plugs. Add air slowly until the internal pressure is raised to 4.0 psig. The compressor used to add air to the pipe shall have a blowoff valve set at 5 psig so that the internal pressure in the pipe never exceeds 5 psig. Maintain the internal pressure of 4 psig for at least two minutes to allow the air temperature to stabilize, then disconnect the air supply and allow the pressure to decrease to 3.5 psig. Measure the time in minutes that is required for the internal air pressure to drop from 3.5 psig to 2.5 psig. Compare the results with the values tabulated in the referenced ASTM specifications in paragraph 1 above.
3. If the pressure drop from 3.5 psig to 2.5 psig occurs in less time than the specified values, overhaul the pipe and, if necessary, replace and re-lay the pipe until the joints and pipe hold satisfactorily under this test.
4. Guard against the sudden expulsion of a poorly installed plug or a plug that is partially deflated.

F. Test for Infiltration

1. If, in the construction of a section of the sewer between structures, excessive groundwater is encountered, close the end of the pipe at the upper structure sufficiently to prevent the entrance of water. Discontinue pumping groundwater for at least three days. Then test the section for infiltration. The infiltration shall not exceed 0.025 gpm per inch of diameter per 1,000 feet of main line pipe being tested.
2. Where infiltration exceeds the maximum acceptable, immediately uncover the pipe and reduce the infiltration to within the maximum acceptable by replacing, re-laying, or encasing the pipe in concrete.

G. Manhole Test

1. Watertightness of manholes may be tested in connection with hydrostatic tests of the pipeline or at the time the manhole is completed and backfilled. Repair any leakage as a result of testing.
2. Fill the manhole with water to an elevation 1 foot below the bottom of the cone section with a maximum water depth of 20 feet. Where the manholes are tested with the pipeline, no additional leakage will be allowed above that for the main line pipe.

3. Where a separate manhole leakage test is performed or requested by the Owner's Representative, plug inlets and outlets with stoppers or plugs and fill the manhole to the limits indicated above. The maximum allowable drop in the water surface shall be 1/2 inch for each 15-minute period of testing.
4. As an alternative to the hydrostatic testing, manholes may be tested per the vacuum method per ASTM C1244.
 - a. Test each manhole immediately after assembling the precast manhole segments together and prior to backfilling. If the manhole fails this initial test, make repairs to any cracks or other sources of leaks. Cracks longer than 2 inches shall be cause for rejection of the entire manhole segment or casting, and no patching shall be allowed in such segments.
 - b. Plug lift holes with grout. Plug pipes entering the manholes, and securely brace the plugs from being drawn into the manhole.
 - c. Test each manhole a second time for final acceptance after backfilling in order to assure that the backfill operation did not damage the manhole. Retest any manholes that were damaged or moved during final grading and paving.

H. Correction of Observed Leaks

Even though the infiltration is less than the maximum acceptable, stop any individual leaks that may be observed.

I. Inspection by Contractor for Damaged or Defective Pipe in Place

1. After backfilling and pavement replacement is complete and upon completion of the air test or infiltration test, inspect the pipe for damage and other defects by means of closed-circuit television (CCTV). Television inspection shall be in accordance with Section 330131 Sanitary Sewer System Television Inspection and the Standard Specifications for Public Works Construction (SSPWC), Section 500-1.1.5.
2. Schedule the inspection in advance with the Owner's Representative.
3. If the CCTV inspection indicates any defects, excavate and repair or replace the faulty materials and construction and restore the work and the damage to work of others.

END OF SECTION

SECTION 330501 VALVES, PIPING, AND APPURTENANCES

PART 1 -- GENERAL

A. Description

1. Work Included: Furnish all labor, materials, equipment and incidentals required to install and test pipe and related equipment as shown on the drawings and specified herein.
2. Related work
 - a. Section 330519: Ductile Iron Pipe

B. Reference Publications

1. American Society for Testing and Material (ASTM)
2. American Water Works Association (AWWA)
3. Steel Structures Painting Council (SSPC)
4. American Welding Society (AWS)

C. Quality Assurance

1. All equipment furnished under this Section shall be of a manufacturer who is regularly engaged in the design and manufacture of the equipment specified. Manufacturer shall demonstrate to the satisfaction of the Project Engineer and City that the quality is equal to equipment made by those manufacturers specifically named. The manufacturer shall have produced the specified items for at least ten (10) years.

D. Product Handling

1. Exercise care in transporting and handling to avoid damage to pipe and fittings. Avoid long exposure, of non-metallic pipe to direct sunlight by storing materials on site in enclosures or under protective opaque coverings. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.

E. Submittals

1. Manufacturer's Data: Provide manufacturer's data indicating all descriptive information, leakage rates, friction loss, loss coefficients, and capacities.
2. Design Analysis: All structural, and mechanical, calculations required shall be submitted for approval.
3. Manuals: Furnish manufacturer's installation, operation and maintenance manuals, bulletins, and parts lists.
4. Tools: Furnish one complete set of any special item required for installation and maintenance.
5. Testing: Furnish one complete testing procedure outline for Project Engineer and City approval, indicating test equipment to be used, duration, methods.

6. Certifications: At completion of installation, furnish certifications stating that the equipment has been properly installed, and tested and is ready for full time operation.

PART 2 -- PRODUCTS

A. Miscellaneous Water Service Accessories

1. Fittings: FS WW-P-521, 150 psi, malleable iron, hot-dipped galvanized ASTM A153.
2. Unions: FS WW-U-531, Type B, hot-dipped galvanized, Class 2, 250 psi, malleable iron, ground joint and brass seat.
3. Valve Boxes: Furnish and install for each valve in the ground a valve box, Christy G5, with Christy Cast Iron cover or approved equal. The following materials may be used for extensions: Concrete or 8" Poly-vinyl Chloride pipe. Install to finished grade per City detail 608.
4. $\frac{3}{4}$ ", 1" hose bibb with cast iron casing guard and "T" handle key. Provide normal galvanized piping with insulation for freeze protection per the Drawings.
5. Corrosion Protective Wrap: Polyvinylchloride or polyethylene pressure-sensitive tape, 20 mils nominal thickness (one layer 20 mils or two layers 10 mils). Provide 3M "Scotchwrap" pipe primer.
6. Pipe Taps:
 - a. Ductile Iron Pipe: Threaded pipe branch lines up to 1 inch in diameter may be made with direct threaded taps, provided the ductile iron wall thickness is in excess of the minimum shown in Tables A.1 and A.2 of AWWA C151 for four full threads. Bosses may be used at the taps to provide the required pipe wall thickness, or use service saddles or reducing flanges on tees.
 - 1) Service Saddles for Ductile Iron Pipe:
 - a) Materials: Ductile iron saddle with type 304 stainless steel straps and hardware, and neoprene gaskets.
 - b) Type: For ductile iron pipe 4 inches and less, single strap saddles may be used. For pipe greater than 4-inch, double strap saddles shall be used.
 - c) Manufacturers: Romac model 101S or 202S; equivalent Rockwell model; or equal.

C. Swing Check Valves

1. See Section 400565.23 of these Specifications.

D. Valves and Accessories

1. All valves of each type shall be the product of one manufacturer.
2. All valves 3 inches and larger shall be furnished with 2-inch square operator nuts where applicable.

E. Gate Valves

Furnish and install 200 psi rated, flange x flange (or MJ) gate valves with non-rising stems of the type and size shown on the Drawings and as specified herein. Gate valves shall be double disc conforming with AWWA C500 or resilient seat conforming with AWWA C509. Valves shall be as manufactured by American Rotating Disc, 50 Line Series, or approved equal. Valve shall be equipped with bonnet, 2" operating nut, and flanged ends in conformance with ANSI B16.1, Class 125. Bolt pattern shall straddle centerline. Valve shall be installed per manufacturer recommendations. Valve shall be comprised of the following materials:

Item	Material Specifications
Body, Bonnet, and Disc	ASTM A536 Ductile Iron
Stem and Stem Nut	Bronze or Stainless Steel
Hardware	A276 Stainless Steel (304)

1. Additional Requirements:

- a. Provide manufacturer's data sheets for epoxy coating and a certificate of compliance with AWWA C500 or AWWA C509.

PART 3 -- EXECUTION

A. Installation of Valves and Accessories

1. Install valves and accessories as shown on the Drawings in accordance with the valve manufacturer's recommendations. Provide valve boxes where required by nature of design.
2. Plug valves shall be installed with shaft vertical and with seat on upstream end.
3. Pipe sizes are nominal inside diameter unless otherwise noted.
4. All materials delivered to the job site shall be new, free from defects, and marked to identify the material, class, and other appropriate data such as thickness for piping.
5. Furnish and install all necessary guides, inserts, anchors and assembly bolts; washers and nuts, hangers, supports, gaskets, and flanges; all other appurtenant items shown on the Drawings, specified or necessary for proper installation and operation of the piping; devices included in or on the piping equipment; and piping accessories.
6. Provide thrust blocks or restrained joints at valves and fittings as shown on the drawings or where not shown as necessary to prevent the movement or deflection of the pipe when under pressure.

B. Trenching

1. Excavation and backfill shall comply with compaction and testing requirements of Section 312300, "Earthwork." Backfill around piping shall be in accordance with the Specifications.
2. Where invert elevations are not shown, provide minimum three feet of cover above top of pipe or conduit from adjoining finished grade for outside runs. Excavate trench minimum six inches (6") below required pipe grade for a minimum of six inches (6") bed of sand, fine earth, crushed rock or other suitable material to provide a uniform grade and bearing throughout the length of pipe.

3. Trenching, excavation, and backfill shall be in accordance with Section 312300, "Earthwork." Backfill shall not be conducted until the work has been approved by the City.

C. Couplings, Sleeves, and Supports

1. The Contractor shall submit shop drawings for approval of the complete pipe support system layout showing proposed pipe support locations, type of sleeving, couplings, and valves. Certain parts of the pipe supports have been detailed on the drawings; however, the Contractor is responsible for furnishing a complete support system, including any pipe supports required by the nature of the installation but not shown on the drawings.
2. Burning or welding of any structural member under load shall not be permitted. Field welding not called for on the drawings, or approved shop drawings, may only be done upon approval by the Project Engineer and City.
3. Sleeves: Install sleeves of sufficient size to allow for free motion of pipe.
4. Whenever a pipe of any material terminates at, or extends through a structural wall or sump, the Contractor shall install in advance of pouring of concrete, the fittings or special casting required for the particular installation. Sleeves shall be cut from standard weight steel pipe, sized to proper lengths. Galvanize after sizing.

D. Threading

1. Accurately cut with sharp dies to conform to the American Standard taper pipe threads standards. Assemble screwed joints by applying teflon sealing paste or teflon tape to the male threads only. Once the joint has been tightened, backing off will not be permitted unless the threads are recleaned and new compound applied. Make compound applications neatly. Wipe off excess compound inside of each joint.

E. Miscellaneous

1. Cap or plug ends of pipe immediately after installation to prevent entrance of foreign matter and leave in place until removal is necessary for completion of installation.
2. Provide valves and unions in water system located to give complete regulation.
3. All gaskets shall be full width of flanges to which applied. Bolts shall protrude through nuts two (2) threads minimum to one-half (1/2) inch maximum.

F. Painting

1. All supports and clamps shall be galvanized after fabrication and secured with galvanized steel bolts, nuts and washers, or as otherwise noted.
2. Flexible couplings shall not be painted.
3. All finish painting shall be per manufacturer standards.

END OF SECTION

SECTION 330519 DUCTILE IRON PIPE

PART 1 – GENERAL

A. Scope

1. Description:

This specification section includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, and operations necessary for manufacturing, assembling, installing, constructing, coating, and lining ductile iron piping and appurtenances for the buried piping as shown on the Drawings.

The piping systems shall be complete including pipe, fittings, flanges, flexible couplings, and other appurtenances and accessories as required for a complete and operating system. Accessories and appurtenances shall be as specified in Section 330501, "Valves and Appurtenances."

B. References

1. The following standards, referred to herein, shall apply to this section:

AWWA C105	Polyethylene Encasement for Ductile Iron Piping
AWWA C110	Ductile-Iron and Gray Iron Fittings, 3 In. Through 48 In. for Water and Other Liquids
AWWA C111	Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings
AWWA C115	Flanged Ductile-Iron Pipe With Threaded Flanges
AWWA C150	Thickness Design of Ductile Iron Pipe
AWWA C151	Ductile-Iron Pipe, Centrifugally Cast in Molds or Sand-Lined Molds, for Water and Other Liquids
AWWA C153	Ductile Iron Compact Fittings, 3 in. through 12in. for Water and Other Liquids
AWWA C600	Installation of Ductile Iron Water Mains and Their Appurtenances
AWWA C606	Grooved and Shouldered Type Joints

C. Submittals

1. The Contractor shall submit product data, shop, and installation drawings for the following:

- a. Certified laboratory test reports and certified copies of mill reports of chemical and physical properties of all ductile iron pipe.
- b. All ductile iron pipe, pipe joints, and fittings.
- c. Protective coatings, interior and exterior, including primers for factory application.

2. The Contractor shall submit material requirements and applicable procedures for protective linings and coatings for the pipe including field joints, as well as procedures for the field repair of damaged linings and coatings.

D. Service Conditions

1. Corrosion Protection: Steel piping shall be electrically insulated from ductile iron pipe using neoprene flange gaskets, and dielectric washers/sleeves. All piping and equipment will be coated and lined as specified herein.

E. Factory Inspection and Testing

1. Inspection: All pipe shall be subject to inspection at the place of manufacture in and all materials used in the manufacture of the pipe shall be tested in accordance with the provisions of AWWA C151 and as supplemented by the requirements herein.
2. Tests: All materials used in the manufacture of the pipe shall be tested in accordance with the requirements of AWWA C151, including but not limited to, tensile strength test(s), impact test(s), and hydrostatic test(s), as applicable.

F. Product Handling, Storage, and Delivery

1. Exercise care in transporting and handling to avoid damage to pipe and fittings. All materials and finished products shall be transported, handled, and stored in such a manner as to prevent damage, deterioration, and corrosion. All finished products shall be kept isolated from chemical contact. Parts and assemblies shall be packaged and clearly tagged in a manner that will protect materials from damage and facilitate identification for field assembly. All machined surfaces of flanges shall be coated with a rust inhibitor compound. Pipe ends shall have plugs or caps. Flanges shall have wooden or plastic full-face protectors.

PART 2 – PRODUCTS

A. Ductile Iron Pipe

1. General: Ductile iron pipe where specified on the Plans shall be manufactured in accordance with AWWA C151, latest revision, with cement mortar lining.
2. Wall Thickness: Required thickness class for ductile iron pipe shall be Class 350.
3. Yard Piping: All joints for ductile iron pipe within limits of lift station work shall be flexible, restrained rubber gasket joints or mechanical joints manufactured in accordance with AWWA C111 unless otherwise specified. Joint restraining systems shall be physically-restrained mechanical joints such as TR FLEX (US Pipe), Megalug-MJ (EBBA Iron), or equal.
4. Integrally cast flanges shall conform to AWWA C110. Flanges shall be plain faced and constructed per AWWA C115. Grooved and shouldered type joints shall conform to AWWA C606. Flange bolt patterns shall match respective valve, coupling, or appurtenance in which to be connected to wherever required for proper alignment.
5. Each section of pipe shall be clearly marked with the nominal pipe size, class, weight, and casting period. The manufacturer's mark, the year the pipe was produced, and the lettering "DI" or "DUCTILE" shall be cast or stamped on the pipe.

6. Polyethylene sheeting wrap with two wraps of 8 mil wrapping sleeve or sheet secured with three wraps of 10 mil polyethylene tape in accordance with AWWA C105, latest revision. Includes valves, couplings, and appurtenances.

B. Fittings

1. Ductile iron pipe fitting elbows shall be manufactured in accordance with AWWA C110, latest revision.
2. Nominal wall thickness or thickness class for fittings shall be Class 350 minimum.
3. All ductile iron fittings shall have distinctly cast on the outside of their bodies, the pressure rating, nominal diameter of openings, manufacturer's identification, country where cast, the number of degrees of the circle on all bends, the letter "DI" or ductile iron, all as required by AWWA C110.

C. Gaskets

1. For flanged connections provide full face, 1/8-inch thick chloroprene gaskets per AWWA C115, Appendix A. For mechanical grooved couplings provide nitrile or neoprene gaskets.

PART 3 – EXECUTION

A. Installation of Ductile Iron Pipe

1. All pipe and fitting sizes as indicated on the drawings shall be installed in accordance with pipe manufacturer's specifications and as herein specified. Joints shall be mechanically connected as shown on the drawings and as required for a complete and finished installation.
2. Before placing pipe, each pipe or fitting shall be thoroughly cleaned of any foreign substance that may have collected thereon and shall be kept clean at all times thereafter. For this purpose, the opening or ends of all pipes and fittings shall be closed off or sealed during any interruption to the work.

B. Couplings and Appurtenances

1. The Contractor shall furnish and install, of the type and where shown on the drawings, flexible couplings, adapters, pipe spool pieces, mechanical connections, field closures, and appurtenances per Section 330501, "Valves, Piping, and Appurtenances." The Contractor is responsible for furnishing a complete piping system, including any elements required by the nature of the installation but not shown on the Drawings. Care shall be exercised in dimensioning of sections associated with coupling assemblies and homing of pipe ends within couplings per said Section 330501.
2. All appurtenances shall be handled in a manner to prevent any injury or damage. All joints shall be thoroughly cleaned and prepared prior to installation. The Contractor shall adjust all gaskets and follower flanges prior to installation to insure proper operation.
3. Installation of Flanged Joints: Before the joint is assembled, the flange faces shall be thoroughly cleaned of all foreign material with a power wire brush. The gasket shall be centered and the connecting flanges drawn up watertight without unnecessarily stressing the flanges. All bolts shall be tightened in a progressive diametrically opposite sequence and torqued with a suitable, approved, and calibrated torque wrench. Tightening torque shall be applied to the nuts only.
4. Coupled Joints: When installing couplings, care shall be taken that the connecting pipe ends, couplings, and gaskets are clean and free of all dirt and foreign matter with special attention being

given to the contact surfaces of the pipe, gaskets, and couplings. The couplings shall be assembled and installed in conformity with the recommendation and instruction of the coupling manufacturer.

C. Coatings

1. Installed ductile iron piping systems shall be prepped, lined, and coated in accordance with manufacturer's requirements and as described herein.

D. Hydrostatic Field Testing

1. The Contractor shall inform the City at least five (5) working days in advance of the time set for testing the piping system.
2. Ductile iron force main: Acceptance tests shall be performed to meet the requirements of City Standard Specifications, Section 6.04-G.

END OF SECTION

SECTION 330531.11 PVC PIPE

PART 1 -- GENERAL

A. Summary

1. This specification covers PVC Schedule 40 pipe and fittings for pressure applications. This system is intended for pressure applications where the operating temperature will not exceed 140° F.

B. Design Standards

1. ASTM D 1784: Rigid Vinyl Compounds
2. ASTM D 1785: PVC Plastic Pipe, Schedule 40
3. ASTM D 2466: PVC Plastic Fittings, Schedule 40
4. ASTM D 2564: Solvent Cements for PVC Pipe and Fittings
5. ASTM F 1668: Procedures for Buried Plastic Pipe
6. NSF Standard 14: Plastic Piping Components & Related Materials
7. NSF Standard 61: Drinking Water System Components – Health Effects

C. Submittals

1. Submit shop drawings in accordance with the General Provisions and Section 013300.

PART 2 -- PRODUCTS

A. Specifications

1. Pipe and fittings shall be manufactured from virgin rigid PVC (polyvinyl chloride) vinyl compounds with a cell class of 12454 as identified in ASTM D 1784. PVC Schedule 40 pipe shall be Iron Pipe Size (IPS) conforming to ASTM D 1785. Injection molded PVC Schedule 40 fittings shall conform to ASTM D 2466. Pipe and fittings shall be manufactured as a system and be the product of one manufacturer. All pipe and fittings shall be manufactured in the United States.

PART 3 -- EXECUTION

A. Installation

1. Installation shall comply with the latest installation instructions published by manufacturer and shall conform to all applicable plumbing, fire, and building code requirements. Buried pipe shall be installed in accordance with ASTM F 1668. Solvent cement joints shall be made in a two-step process with primer conforming to ASTM F 656 and solvent cement conforming to ASTM D 2564. The system shall be protected from chemical agents, fire-stopping materials, thread sealant, plasticized-vinyl products or other aggressive chemical agents not compatible with PVC compounds. The system shall be hydrostatically tested after installation.

END OF SECTION



ENGINEERING DIVISION

BID BOOK

For the Construction of
CASTLE SEWER LIFT STATION REHAB PROJECT
In
The City of Atwater

For use in conjunction with STANDARD SPECIFICATIONS, dated 2023, published by the California Department of Transportation, and with LABOR SURCHARGE AND EQUIPMENT RENTAL RATES, in effect on the date the work is accomplished

BID CALL NO.: 730-24

CITY PROJECT NO.: 19-9

BID OPENING: Thursday, November 21, 2024, @ 2:00 P.M. PST

Lori Waterman
City Manager

Date

BOOK 2 OF 2

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ATTACHMENT 1 -- FEDERAL WAGES RATES

BID ITEM CHECKLIST

The bidder shall provide a complete bid in a sealed envelope before 2:00 pm on the bid opening date. Failure to provide all the required documents may cause the bid to be considered non-responsive.

PROJECT: **CASTLE SEWER LIFT STATION REHAB PROJECT**

Item	Page #	Complete?
Bid Information	2	Yes ☐
Bid Item List	3	Yes ☐
List of Subcontractors	6	Yes ☐
Public Contract Code Section 10285.1 Statement	10	Yes ☐
Public Contract Code Section 10162 Questionnaire	11	Yes ☐
Bidders Bond & Security	13	Yes ☐
Bid Execution	14-15	Yes ☐

Because some colored inks will not reproduce in copy machines,
please use black ink to complete this proposal.)

BIDDER INFORMATION

TO

CITY OF ATWATER

Project No.: 19-9

Bid Call No.: 730-24

FOR THE CONSTRUCTION OF:	CASTLE SEWER LIFT STATION REHAB PROJECT
NAME OF BIDDER:	
BUSINESS ADDRESS:	
TELEPHONE NO.: Area Code	()
FAX NO.: Area Code	()

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), the contract annexed hereto, and any addenda thereto, and also in accordance with the State of California Department of Transportation Standard Plans, dated 2023, the Standard Specifications, dated 2023, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise

unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the CITY OF ATWATER, and that discretion will be exercised in the manner deemed by the CITY OF ATWATER to best protect the public interest in the prompt and economical completion of the work. The decision of the CITY OF ATWATER respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by the Special Provisions, with surety satisfactory to the City of Atwater Engineering Division, within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the City of Atwater may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the City of Atwater.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principal are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the City of Atwater, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

CITY OF ATWATER

BID ITEM LIST

CASTLE SEWER LIFT STATION REHABPROJECT

PROJECT NO. 19-9
BID CALL NO. 730-24

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	Mobilization	LS	1		
2	Demolition & Removal	LS	1		
3	Shoring/Sheeting & Bracing	LS	1		
4	New Package Triplex Lift Station and Shelter	LS	1		
5	New Wet Well With Epoxy Coating	LS	1		
6	New 12" DIP Discharge Piping and Valves	LF	65		
7	New 12" AWWA C900 PVC Pipe	LF	20		
8	New 8" DIP Suction Piping, Brackets & Valves	LF	93		
9	2" Lift Station pumps, meter, Vault, Piping & Valves	LS	1		
10	18" PVC Overflow Pipe	LF	23		
11	New 12" Water Meter, Piping, and Vault	LS	1		
12	Connection to Existing System	EA	3		
13	New 6" Concrete Walkway	SF	193		
14	New Controls, SCADA & Electrical Improvements	LS	1		
TOTAL BID:					

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
ALT. BID ITEM					
1	18" PVC Pipe	27	LF		
ALT. TOTAL BID:					

The bidder will list the name, address, the California contractor license number, and the portion of work of each subcontractor on the next pag

LIST OF SUBCONTRACTORS

The bidder certifies that:

- A. ☐ I **do not** intend to subcontract any work on this project.
- B. ☐ I **do** intend to subcontract portions of the work on this project.

NOTE: Check box A or box B. **If a box is not checked, it will be deemed as box A checked.**

If awarded the Contract, you propose to employ the following subcontractors to perform work or labor or render service in or about the work in an amount in excess of one-half of one percent (0.5%) of the total amount of your proposal or \$10,000, whichever is greater. Listing of subcontractors is mandatory under Sections 4100-4108 of the Public Contract Code. If no subcontract work is proposed, except within the one-half of one percent (0.5%) or \$10,000 limit set forth, you will so state.

NAME AND ADDRESS OF SUBCONTRACTOR AND LICENSE NUMBER	DEPT. INDUSTRIAL RELATIONS REGISTRATION NUMBER	DESCRIPTION OF WORK TO BE SUBCONTRACTED	BID ITEMS NUMBERS AND PERCENTAGE OF WORK SUBCONTRACTED

CITY BID CERTIFICATIONS

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

This certification of bidder regarding Affirmative Action Program shall be submitted by the bidder and shall be part of the contract documents:

The bidder hereby certifies that he/she is in compliance with the following:

- Title VI of the Civil Rights Act of 1964 (PL 88-352)
- Equal Employment Opportunity (Executive Order No. 11246)
- California Fair Employment Practices Act

NOTICE: The above certification is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONDISCRIMINATION OF INDIVIDUALS WITH DISABILITIES

Policy Statement

In compliance with the Americans with Disabilities Act of 1990 and Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Atwater that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs and meetings open to the public to people with disabilities.

In this regard, City and all of its contractors and subcontractors will take all reasonable steps in accordance with the Americans with Disabilities Act of 1990 and GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

Each agency, organization, or person seeking a bid, contract or agreement with the City of Atwater shall include a certification of compliance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

NON-DISCRIMINATION CERTIFICATION

The bidder hereby certifies that he/she is in compliance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap, discrimination and participation.

NOTICE: The above certification is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

You, under penalty of perjury, certify that, except as noted below, you or any other person associated in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

**PUBLIC CONTRACT CODE
SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES _____ NO _____

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the City of Atwater.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**CITY OF ATWATER
BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ as Principal, and

_____, as surety,

are held and firmly bound unto the City of Atwater in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the City of Atwater for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City of Atwater to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$_____.

The condition of this obligation is such that, whereas the Principal has submitted the above-mentioned bid to the City of Atwater, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Atwater, California, for the **CASTLE SEWER LIFT STATION REHAB PROJECT**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the City of Atwater one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 2020.

_____(Seal)

_____(Seal)

_____(Seal)

PRINCIPAL

_____(Seal)

_____(Seal)

_____(Seal)

SURETY

ADDRESS _____

NOTE: *Signatures of those executing for the surety must be properly acknowledged.*

**BID EXECUTION
CASTLE SEWER LIFT STATION REHAB PROJECT
PROJECT NO. 19-9
BID CALL NO. 730-24**

Accompanying this bid is _____
(NOTICE: Insert the words "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be.) in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE - If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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

License No. _____ Expiration Date: _____ Classification(s) _____

ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda has been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

Warning - If an addendum or addenda have been issued by the Department and not noted above as being received by the bidder, this Bid may be rejected.

**BID EXECUTION
CASTLE SEWER LIFT STATION REHABPROJECT
PROJECT NO. 19-9
BID CALL NO. 730-24**

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date

Signature of Bidder

Name (Print)

Title

Business Name:

Business Address:

GENERAL CONSTRUCTION CONTRACT

This GENERAL CONSTRUCTION CONTRACT ("Contract") is made by and between the CITY OF ATWATER, a California municipal corporation ("City") and _____ ("Contractor") as of _____, 2024. City and Contractor shall be referred to herein separately as a "Party" and collectively as "Parties".

1. The Contract. It is mutually agreed and understood that the complete Contract shall consist of the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if hereto attached:

- A. This Contract;
- B. Plans and Specifications for **PROJECT NO. 19-9;**
- C. Special Provisions for **PROJECT NO. 19-9;**
- D. Notice to Contractors;
- E. Proposal to the City of Atwater;
- F. Performance Bond;
- G. Labor and Material Bond;
- H. Current edition of the Caltrans Standard Specifications;
- I. Current edition of the Caltrans Standard Plans;
- J. The latest revisions to the General Prevailing Wage Rates; and
- K. Any Published Addenda.

Any and all obligations of the City and the Contractor are fully set forth and described therein.

All of the above component documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The component documents comprising the complete Contract are sometimes hereinafter referred to as the "Contract Documents".

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with the Contract Documents, and in the manner designated in, and in strict conformity with, the Project Plans and Specifications for PROJECT NO. 16-2-2, entitled, "PROJECT NO. 19-9 – CASTLE SEWER LIFT STATION REHAB PROJECT" for construction in Atwater, Merced County, California. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City or its representative. The City hereby designates the City Engineer as its representative for the purpose of this Contract.

3. Contract Price. The City agrees to pay, and the Contractor agrees to receive and accept, the following Contract prices as full compensation for furnishing all materials and performing all work in accordance with this Contract as follows:

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURE)	ITEM TOTAL (IN FIGURES)
	(Update upon award of contract)				

TOTAL BID SCHEDULE ITEMS 1 THROUGH X \$ _____

Name of Bidder or Firm: _____

4. Termination. If the Contractor should become insolvent or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract Documents, the City may serve written notice upon Contractor and its surety of its intention to terminate the Contract. The notice shall contain the reasons for the City's intent to terminate the Contract and unless the violation ceases and/or is corrected within ten (10) days of service of the notice, the Contract shall cease and terminate. In the event of any such termination, the City shall immediately serve a written notice of termination on the surety and the Contractor, and the surety shall have the right to take over and perform the Contract. The surety shall serve a written notice of intent to take over and perform the Contract on the City within fifteen (15) days of service of the notice to terminate and shall commence performance of the Contract within thirty (30) days from service of the notice to terminate. In the event the surety fails to serve the notice of intent to take over and perform or fails to commence performance as required in this Section, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any excess cost incurred by the City, and in such event the City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary to complete the work.

5. Notices. All notices given pursuant to this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, certified or registered, with return receipt requested. Such notice shall be deemed served or given three (3) business days after deposit in the United States Postal Service. The address of each Party to this Agreement for purposes of notice shall be as indicated below. Each Party may change its address for notice by giving notice of such change to the other Party in the manner set forth above.

If to City:

**Lori Waterman,
City Manager
City of Atwater
750 Bellevue Road
Atwater, California 95301**

If to Contractor: _____

If to Surety:

6. Assignment of Contract. The Contractor shall not voluntarily assign the Contract, moneys due under the Contract, or monies to become due under the Contract, without first obtaining the prior written consent of the City.

7. Contract Security. The Contractor shall furnish a surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the faithful performance of this Contract ("Performance Bond"). The Contractor shall also furnish a separate surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond ("Labor and Material Bond").

8. Insurance. Contractor shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work of the Contractor, its agents, employees, representatives, and subcontractors. The cost of such insurance shall be included in the contractor's bid.

A. Minimum Scope of Insurance.

1. Commercial General Liability coverage at least as broad as the Insurance Services Office, Inc. (ISO Form CG 00 01) with limits of liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance forms or other forms with a general aggregate limit are used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000.
2. An Additional Insured Endorsement to the Commercial General Liability coverage form naming the City as an insured at least as broad as ISO form CG 20 37 10 01 entitled ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS.
3. Business Auto Liability coverage at least as broad as ISO form CA 00 01 with limits of liability of at least \$1,000,000 combined single limit per accident for bodily injury and property damage, covering any automobile owned, leased, hired or borrowed by the Contractor, its agents, representatives, or employees, or for which the Contractor is responsible.

4. An Automobile Liability Special Endorsement at least as broad as Exhibit 1 (attached) to the Business Auto Liability form naming the City as an insured with regard to damages and the defense of claims arising out of use of any automobile for which the Contractor is responsible. (In the alternative, the Contractor may provide a Designated Insured Endorsement form at least as broad as ISO Form CA 00 01).
5. Workers' Compensation coverage for the Contractor's employees with limits as required by California law, and Employers Liability coverage with limits of liability of at least \$1,000,000 per accident or occurrence.
6. A Certificate of Liability Insurance showing evidence of the above liability coverages prior to the commencement of work.

B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 (Including operations, products and completed operations.)	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit shall apply separately to this project/locations or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000	per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000	per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, public officials, employees and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain the following provisions:

1. The City, its officers, public officials, employees and volunteers are to be covered as insured's with respect to liability and defense arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or

on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (CG 20 10), or as a separate owner's policy.

2. For any claims related to this project, the Contractor's liability insurance coverage shall be primary insurance as respects the City, its officers, public officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
5. The Contractor agrees that any and all liability insurance coverages available to it as a named insured will be applicable to the City as an Additional Insured.
6. If other than ISO forms are used by the insurer(s) for the Contractor, each form used will require individual review and approval by the City of Ripon.

E. Acceptability of Commercial Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than "A:
VII."

F. Verification of Coverage.

Contractor shall furnish the City with Certificates of Liability Insurance and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the Entity's forms, provided those endorsements or policies conform to the requirements of the Contract. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

G. Subcontractors.

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the insurance requirements stated herein.

H. For Construction Risks.

If this is a Proposal and Contract that involves a construction risk, in addition to the Insurance Requirement specified above, the Contractor shall procure and maintain Course of Construction (Builder's Risk) insurance covering all risks of loss with limits of liability of not less than the completed value of the project with no coinsurance penalty provisions.

The Course of Construction insurance policies shall contain the following provisions:

1. The City shall be named as loss payee; and
2. The insurer shall waive all rights of subrogation against the City.

9. Hold Harmless. The Contractor will indemnify, defend with counsel selected by the City, save, keep, and hold harmless, the City and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the City and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should contractor desire any insurance protection, the Contractor is to acquire such protection at its expense.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

10. Accident Prevention. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. Payment. The City will make partial and final payment to the Contractor except that the City will retain five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by City of the notice of acceptance of completion of all work covered by this Contract, at which time and not before, City shall pay to Contractor the remaining five percent (5%), less any previous payments and deductions provided for herein.

The closure date for the purpose of making monthly progress payment will be the last calendar day of that month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the City's payment procedure.

Each month, the Contractor will submit its own invoice for work performed through the closure date and the Engineer will make an approximate measurement of the work performed through the closure date and as a basis for making monthly payments, estimate its value based on the Contract unit prices or as the Engineer deems appropriate. The City will endeavor to, not later than twenty (20) working days after receipt of the Contractor's invoice, make partial payment to the Contractor, based on work performed and material incorporated in the project as of the closure date of the particular calendar month, providing that the Contractor's invoice for the work performed agrees with the Engineer's determination. If the Engineer's determination differs from the Contractor's invoice, the City will make payment to the Contractor for those items or portions of items not in dispute not later than payment would have been made had no dispute occurred. Within ten (10) calendar days after agreement on disputed work is achieved between the City and the Contractor, the City shall pay the Contractor for any additional monies due as a result of settling any dispute. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The payment of progress payments by the City shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the City and subject to whatever inspection and approval may be required by law.

It is further agreed by the Parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

12. Prevailing Wage. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Contract. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

13. Article VI. The improvements contemplated in the performance of this Contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this Contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires. In such cases, the State Contract Act will govern.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF ATWATER, a Municipal Corporation
(Herein called Owner)

By: _____

Lucy Armstrong, City Clerk

By: _____

Lori Waterman, City Manager

APPROVED AS TO FORM:

(Here in called Contractor)

By: _____

Jose Sanchez, City Attorney

By: _____

Contractor licensed in accordance with an act
providing for the registration of contractors.

ACCOUNT DATA:

LICENSE NO. _____

PROJECT NO. 19-9

TAXPAYER I.D. NO. _____

Contract No. _____

VENDOR NO. _____

Project Account No./Amount:

ADDRESS: _____

_____ / \$ _____

PHONE: _____

FAX: _____

EMAIL: _____

By: _____

Finance Director Verification

(SEAL)

FAITHFUL PERFORMANCE BOND

(Contract)

WHEREAS, the City of Atwater, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 19-9**; and,

WHEREAS, _____ hereinafter designated as Principal, has agreed to install and complete said work.

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of Atwater, hereinafter called "City" in the penal sum of \$_____, lawful money of the United States, for payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and provisions of said improvement requirements, and any lawful modification thereof, on their part; and such work is performed at the time and in the manner specified by the City, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed, or to the specifications accompanying such work shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on

By: _____

PRINCIPAL

By: _____

SURETY

LABORERS AND MATERIALMENS BOND

(Contract)

WHEREAS, the City of Atwater, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 19-9**; and,

WHEREAS, _____, hereinafter designated as Principal, has agreed to install and complete said work; and,

WHEREAS, said Principal is required under the terms of the Contract Specifications to furnish a bond to secure the claims to which reference is made in Title 15 commencing with Section 3082 of Part 4 of Division 3 of the Civil Code of the State of California. Now, said Principal and the undersigned as Surety are held and firmly bound unto the City of Atwater, hereinafter called the City, and all contractors, subcontractors, laborers, materialsmen and other persons employed in the performance of the work and refereed to in the aforesaid Code of Civil Procedure in the sum of \$, lawful money of the United States, for materials furnished or labor thereon-of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount hereinabove set forth and also in case suit is brought upon this bond, will pay in addition to the face amount thereof costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 commencing with Section 3082 of Part 4 of Division 3 of the Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said conditions or work shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named on _____.

By: _____

PRINCIPAL

By: _____

SURETY

ATTACHMENT 1

FEDERAL WAGE RATES

FEDERAL MINIMUM WAGES MAY BE VIEWED AT THE FOLLOWING LINK:

<http://www.wdol.gov/dba.aspx>

GENERAL PREVAILING WAGE RATE (CALIFORNIA) MAY BE VIEWED AT THE FOLLOWING LINK:

<http://www.dir.ca.gov/dlsr/pwd/>



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: October 28, 2024
TO: Mayor and City Council
FROM: Michael Salvador, Police Chief
PREPARED BY: Michael Salvador, Police Chief
SUBJECT: **Approve Budget Amendment Appropriating Funds from the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**
(Police Chief Salvador)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No.3500-24 approving Budget Amendment No. 5 amending the Fiscal Year 2024-25 Budget regarding appropriating funds in the amount of \$14,078.00 to the Fiscal Year 2024-25 Police Grants Budget derived from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

I. BACKGROUND/ANALYSIS:

The U.S. Department of Justice (DOJ), Office of Justice Programs, Bureau of Justice Assistance (BJA) administers a federal funding program known as the Edward Byrne Memorial Justice Assistance Grant (JAG) Program to further the mission of preventing or reducing crime and violence.

Applications are limited to states and units of local governments appearing on the JAG Allocation List. The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of criminal justice, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives.

JAG funded projects may address crime through the provision of services directly to individuals and/or communities, and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures. A public hearing took place on September 23, 2024 as a requirement of the program to give the public an opportunity to comment on the use of the funds. The City receives an allocation of JAG funding based on their share of violent crime and population (weighted equally).

The City's 2024 allocation is \$14,078.00 with no local match required under the JAG

Program. Past awards were used to purchase patrol room computers, UPS storage backup device for the computer server supporting the CAD, lidar, flares, evidence drying cabinets, laptops, tasers, and other gear to assist Police Officers with law enforcement duties.

This funding allows the Police Department to purchase equipment that would otherwise not be purchased due to budget limitations. Staff is recommending the 2024 JAG allocation to be used to purchase officer safety equipment in the form of ballistic helmets.

The Department has been notified that the application has been accepted, and the grant has been awarded to the Police Department. This item appropriates the grant so the Police Department can make the purchases identified in the grant.

II. FISCAL IMPACTS:

This is a 100% reimbursable grant, with no local match to the City. Staff recommends approval of a Budget Amendment to increase the appropriation in the following expense account by \$14,078.00: Police Grant Fund, Bureau of Justice Assist. 2024 Grant, Machinery and Equipment 1005-2039-6021. Along with establishing a revenue account as follows: Bureau of Justice Assistance Grant (JAG Grant 2024) 1005-2039-3174. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This item is consistent with goals number one (1) and two (2) of the City's 2020-2025 Strategic Plan: to ensure financial solvency and to ensure safety of staff and our community, respectively. This item is also consistent and assists in the execution of the Police Department Strategic Plan that was introduced on April 8, 2019.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is not a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a

reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, Finance will execute the resolution and make the appropriate budget adjustments.

Submitted by:



Michael Salvador, Police Chief

Approved by:



Chris Hoem, City Manager

Attachments:

1. JAG Budget Amendment



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING BUDGET AMENDMENT NO. X AMENDING 2024-2025 FISCAL YEAR BUDGET REGARDING 2024 BUREAU OF JUSTICE ASSISTANCE LOCAL JAG PROGRAM FUNDING

WHEREAS, the City Council of the City of Atwater adopted Resolution No. 3464-24 adopting the 2024-2025 Fiscal Year Budget on June 10, 2024 and;

WHEREAS, from time to time, and in order to operate effectively, it is necessary to amend said budget and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Atwater does hereby approve Budget Amendment No. X to the 2024-2025 Fiscal Year Budget as follows:

SECTION 1: Increasing budget in Police Grants Fund for Fiscal Year 2024-2025

Increasing Budget (Revenue)	1005.2039.3174	Bureau of Justice Assistance Grant (JAG Grant 2024)	\$14,078
Increasing Budget (Expense)	1005.2039.6021	Machinery and Equipment	\$14,078

BE IT FURTHER RESOLVED, that a copy of this resolution appends to the original budget document that is available in the Finance Department and the City Clerk/Board Clerk's office.

BE IT FURTHER RESOLVED that a copy of this resolution appends to the original budget document that is available in the Finance Department and the City Clerk/Board Clerk's office.

The foregoing resolution is hereby adopted this 28th day of October 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: October 28, 2024
TO: Mayor and City Council
FROM: Michael Salvador, Police Chief
PREPARED BY: Michael Salvador, Police Chief
SUBJECT: **Approve Budget Amendment Appropriating Funds from the 2024 Patrick Leahy Bulletproof Vest Partnership Grant Program (Police Chief Salvador)**

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No.3501-24 approving Budget Amendment No. 6 amending the Fiscal Year 2024-25 Budget regarding appropriating funds in the amount of \$10,603.24 to the Fiscal Year 2024-25 Police Grants Budget derived from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's 2024 Patrick Leahy Bulletproof Vest Partnership Grant Program.

I. BACKGROUND/ANALYSIS:

The U.S. Department of Justice (DOJ), Office of Justice Programs, Bureau of Justice Assistance (BJA) administers a federal funding program known as the 2024 Patrick Leahy Bulletproof Vest Partnership Grant Program to further the mission of protecting police officers.

Applications are limited to states and units of local government. The 2024 Patrick Leahy Bulletproof Vest Partnership Grant Program is a source of funding to local and state jurisdictions to provide body armor to police officers.

The City's 2024 allocation is \$10,603.24. The grant pays for 50% of the cost of individual officers wearable body armor; the city is required to provide a 50% local match.

This funding allows the Police Department to purchase equipment that would otherwise not be purchased due to budget limitations. Staff is recommending the 2024 Patrick Leahy Bulletproof Vest Partnership Grant Program allocation to be used to purchase new and replacement body armor for our officers.

The Department has been notified that the application has been accepted, and the grant has been awarded to the Police Department. This item appropriates the grant so the

Police Department can make the purchases identified in the grant.

II. FISCAL IMPACTS:

This is a 50% reimbursable grant, with a 50% local match to the City. Staff recommends approval of Budget Amendment No. X to increase the appropriation in the following expense account by \$10,603.24: Police Grant Fund, Bureau of Justice Assist. 2024 Body Armor Grant, Special Departmental Expense 1005-XXXX-2021. Along with establishing a revenue account as follows: Bureau of Justice Assistance 2024 Body Armor Grant 1005-XXXX-3174. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This item is consistent with goals number one (1) and two (2) of the City's 2020-2025 Strategic Plan: to ensure financial solvency and to ensure safety of staff and our community, respectively. This item is also consistent and assists in the execution of the Police Department Strategic Plan that was introduced on April 8, 2019.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is not a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, Finance will execute the resolution and make the appropriate budget adjustments.

Submitted by:



Michael Salvador, Police Chief

Approved by:



Chris Hoem, City Manager

Attachments:

1. Budget amendment resolution



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING BUDGET AMENDMENT NO. X AMENDING 2024-2025 FISCAL YEAR BUDGET REGARDING 2024 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM

WHEREAS, the City Council of the City of Atwater adopted Resolution No. 3464-24 adopting the 2024-2025 Fiscal Year Budget on June 10, 2024; and

WHEREAS, from time to time, and in order to operate effectively, it is necessary to amend said budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Atwater does hereby approve Budget Amendment No. x to the 2024-2025 Fiscal Year Budget as follows:

SECTION 1: Increasing budget in Police Grants Fund for Fiscal Year 2024-2025

Increasing Budget (Revenue)	1005.XXXX.3174	Body Armor Grant 2024	\$10,604
Increasing Budget (Expense)	1005.XXXX.6021	Special Departmental Expense	\$10,604

BE IT FURTHER RESOLVED, that a copy of this resolution appends to the original budget document that is available in the Finance Department and the City Clerk/Board Clerk's office.

BE IT FURTHER RESOLVED that a copy of this resolution appends to the original budget document that is available in the Finance Department and the City Clerk/Board Clerk's office.

The foregoing resolution is hereby adopted this 28th day of October 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY BILLINGS, CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: October 28, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Accept the Tennis Court Resurfacing Project as Complete** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Accepts work done under the contract for the Tennis Court Resurfacing Project, City Project No. 24-11; authorizes a final payment in the amount of \$29,300.00 for the project; and authorizes and directs the City Manager to sign a Notice of Completion and have it recorded on behalf of the City.

I. BACKGROUND/ANALYSIS:

The City of Atwater currently has two tennis courts in its inventory. Both courts are located inside of Osborn Park and are located right next to each other with a fence surrounding them. The courts have a door with a key to gain access to the courts. The keys can be purchased through the Recreation Department located at 760 E. Bellevue Rd and cost \$80 for one year for a resident and \$100 a year for non-residents. On Sundays, the Public Works Department opens up the tennis courts for the public to use free of charge.

The tennis courts had not been resurfaced since 2007 and were in poor shape. There were cracks forming on the courts, as well as fading of the lines and surface of the tennis courts. During the budget review, staff and council recognized the need for resurfacing the courts and included a budget to have this work completed. The scope of the work consisted of:

- Cleaning the entire court surface as needed
- Filling all cracks with acrylic crackfiller and sand down repairs
- Applying one coat of acrylic resurface to the entire surface
- Applying two coats of acrylic color to the entire surface
- Stripe two tennis courts to official measurements

Staff reached out to four different contractors to obtain quotes for the resurfacing of the

tennis courts. Three of the contractors declined to bid on the project. Champion Courts, Inc. was the one and only quote but was well under the \$50,000 budgeted for the resurfacing and their bid came in as responsive and a responsible bid.

II. FISCAL IMPACTS:

Sufficient funding to pay the amount of \$29,300.00 is contained in the account American Rescue Plan Act (ARPA) Fund, Capital Improvements, Tennis Court Resurface Account No. 1010-1080-X004.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This item consists of goals number one (1) and two (2) of the City's Strategic Plan; to ensure the City's continued financial stability and to improve public safety, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This project is Categorical Exempt (CE) pursuant to the California Environmental Quality Control Act (CEQA) guidelines, Section 15301, Class 1(c): Operation, repair, maintenance, or minor alteration to existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, the City Manager will execute the Notice of Completion and the City Clerk's office will record the Notice; and the payment to Champion Courts Inc. will be processed.

Attachments:

1. Exhibit A - Notice of Completion Tennis Court Resurfacing

CITY CLERK

CITY OF ATWATER

1160 FIFTH STREET

ATWATER, CA 95301

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CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: October 28, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Adopt Resolution Amending the Fiscal Year 2024-2025 Miscellaneous Fee Schedule** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Open the Public Hearing and receive any testimony given regarding the proposed amendments to the Fiscal Year 2024-2025 Miscellaneous Fee Schedule;

Close the Public Hearing;

Motion to adopt Resolution No. 3502-24 amending the City of Atwater's Miscellaneous Fee Schedule for Fiscal Year 2024-2025

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

The Atwater Christmas Parade is an annual community event that was originally started by the Atwater Chamber of Commerce. In an effort to keep this beloved event going for our residents, the City, in collaboration with Old Town Atwater, hosted the parade for the last two years. Over the last two years, our parade has grown to more than sixty entries that include a variety of local organizations, businesses, and schools. Our goal is to continue this annual Atwater tradition for the thousands of spectators and participants who look forward to this event each Christmas.

To run the parade, staff estimates a total cost of \$2,635.24 in expenditures. This cost includes \$1,110.24 for extra police officers and staff from Public Works, \$725 to cover the rental cost of barricades, street sweeper, and lighting, \$650 for a DJ with a sound system to announce the participants, and \$150 for trophies for winners. Based on an average of 60 entries, the total cost to recoup these fees for the parade entries is estimated at \$45 per entry. In previous years, Old Town Atwater charged \$50 per entry. There will also be a new, additional fee of \$5 per horse to enter the parade. This will cover the cost of an employee walking the parade route afterward, ensuring cleanup of the horses is completed.

II. FISCAL IMPACTS:

There is sufficient funding in the Community Events Budget due to not holding the Miss Atwater Event.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This item is consistent with goal number one (1) of the City's Strategic Plan; to ensure the City's continued financial stability.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

A Public Hearing Notice for this item was published in the Merced Sun-star. Additionally, the public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is not a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

IX. STEPS FOLLOWING APPROVAL:

Upon adoption of Resolution 3502-24, amending the Miscellaneous Fee Schedule, the City Clerk will circulate the new Fee Schedule to all Departments to begin charging the amended fees upon the effective date.

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Reso No XXXX-24 Amend Misc Fee Schedule FY 24-25
2. FY 2024-25-MASTER MISC FEE SCHEDULE-FINAL



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-24

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AMENDING THE FISCAL YEAR 2024-2025 MISCELLANEOUS FEE SCHEDULE

WHEREAS, the City of Atwater has established a Citywide fee structure "Miscellaneous Fee Schedule" to offset the costs of services; and

WHEREAS, the City of Atwater's Miscellaneous Fee Schedule is adopted by resolution; and

WHEREAS, the City Council adopted Resolution No. 3460-24 setting the most recent Miscellaneous Fee Schedule on June 10, 2024; and

WHEREAS, the Miscellaneous Fee Schedule has been amended from time to time by resolution to amend said fees and changes for described services; and

WHEREAS, the a public hearing has been noticed for October 28, 2024 to consider certain amendments and setting the Miscellaneous Fee Schedule.

WHEREAS, staff is recommending adding a fee for entry to the Christmas Parade and a horse entry fee.

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

- A. All previous resolutions that set and/or amended the Miscellaneous Fee Schedule are hereby repealed and superseded by Resolution No. XXXX-24.
- B. The Miscellaneous Fee Schedule, attached hereto as **EXHIBIT "A"** and made a part of herein, is hereby approved.
- C. The purpose of the fees set forth in the City's Miscellaneous Fee Schedule **EXHIBIT "A"** of this resolution is to recover up to the full, lawfully recoverable costs incurred by the City.
- D. **Effective Date.** All new and/or increased fees shall be effective upon adoption of this resolution with the exception of fees established in accordance with

Government Code Section 66017. Development related new and/or increased fees shall be effective sixty (60) days following the effective date of this resolution.

- E. **Repealer.** These fees shall supersede the corresponding fees previously established by the City. All previously adopted and confliction fees, and all resolutions and other actions of the City Council are hereby repealed to the extent they conflict with the contents of this resolution.
- F. **Severability.** The individual fees and charges set forth in **EXHIBIT "A"** of this resolution and portions of this resolution are severable. Should any of the fees or charges or any portion of this resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining fees, charges and/or resolution portions shall be and continue in full force and effect, except as to those fee, charges, and/or resolution portions that have been adjudged invalid. The City Council of the City of Atwater hereby declared that it would have adopted each of the fee and charges set forth in **EXHIBIT "A"** of this resolution, and this resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more of the fees, charges, or sections, subsections, clauses, sentences, phrases or other portions of this resolution may be held invalid or unconstitutional.

The foregoing resolution is hereby adopted this 28th day of October 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

Miscellaneous Fee Schedule**Fiscal Year 2024-25****CPI% increase for FY 24/25****Amended October 28, 2024****3.682%****MISCELLANEOUS FEES:****2024-25**

Cost Recovery, Legal Services					Actual Cost
Cost Recovery, Liability Claim Processing					Actual Cost
Notary Services (as set by GC 8211) No COLA associated					\$15 per signature
Mailed Copies of City Council Agenda (per fiscal year)					\$44
Mailed Copies of City Council Minutes (per fiscal year)					\$41
Mailed Copies of City Council and Planning Agendas and Minutes (per fiscal year)					\$148
Copy of City Council Video DVD					\$12
Final Budget (summary)					\$14
Final Budget					\$53
Copy of Municipal Code to CD					\$12
Preliminary Budget					\$37
Annual Financial Statement					\$33
Five Year Capital Improvement Budget					\$22
Voucher					\$38
Business License Listing					\$29
Mailing Labels for Business License					\$38
Abatement Lien					\$49
Photocopies (first page)					\$4
Photocopies (per copy of B/W)					\$0.12
Photocopies (per copy of color)					\$0.22
Public Hearing Processing Fee					Actual Cost
Returned Items					\$47
Electronic Payment Processing Fees					Up to 5% of the total amount
Donation Bin Permit/Renewal Processing Fee					\$50 annually
Donation Bin Permit Sticker (replacement)					\$13
Research					Actual Cost
COMMUNITY DEVELOPMENT:					
BUILDING DIVISION:					
Building Inspection Fee (minimum 1 hour)					\$130 per hour
Monthly Building Activity Reports (per fiscal year)					\$35
Building Permit Plan Reproduction (smaller than 11x17)					\$88
Building Permit Plan Reproduction (larger than 11x17)					\$175

PLANNING DIVISION:					
Building Permit Application Plan Review (15 mins.)					\$56
Building Permit Application Plan Review (16 to 30 mins.)					\$112
Building Permit Application Plan Review (over 30 mins.)					\$223
General Plan (Copy or Disk)					\$67
General Plan EIR (Copy or Disk)					\$73
Specific Plan Application					Deposit \$10,157, Actual Cost + 20%
Specific Plan Preparation					Actual cost + 20%
Housing Element (Copy or Disk)					\$45
General Plan or Zoning Map Reproduction					\$16
Street Tree Master Plan					\$37
Annexation Application					\$3,063 plus \$115 per acre
Appeal of Staff Decision to Planning Commission					\$242
Appeal of Planning Commission Decision to City Council					\$242
Environmental Assessment (Review of private prepared document)					Actual Cost + 20%
Environmental Assessment Preparation for Private Development Project					Actual Cost + 20%
Environmental Impact Report Preparation					Actual Cost + 20%
General Plan Amendment Preparation					Deposit \$2,031, Actual cost + 20%
Home Occupation Permit					\$225
Lot Line Adjustment					Deposit \$676 + actual cost
Lot Merger					Deposit \$676 + actual cost
Monthly Building Activity Reports (per fiscal year)					\$34
Pre-zoning					Deposit \$2,041 + actual cost
Reversion to Acreage					Deposit \$676 + actual cost
Sign Review					\$190
Site & Architectural Plan Review					Deposit \$1,029 + actual cost
Tentative Subdivision Map					Deposit \$3,046 + \$61 per lot, Actual Cost + 20%
Tentative Parcel Map					Deposit \$1,876 + \$61 per lot, Actual Cost + 20%
Condominium Conversion					Actual Cost + 20%
Regular Conditional Use Permit					Actual Cost. \$2,000 Minimum Deposit
Conditional Use Permit Amendment					\$361
Conditional Use Permit Monitoring					\$147 Annually
Commercial Conditional Use Permit General Plan Update Fee					\$248
Variance					Deposit \$993, Actual Cost + 20%
Zone Change					Deposit \$1,847, Actual Cost + 20%
Zoning Ordinance Text Amendment					Deposit \$1,847, Actual Cost + 20%
Time Extension Request Application					Original Application Fee
Planned Development Zone:					
Master Plan Application					Deposit \$2,242, Actual Cost + 20%
Final Development Plan Application					Deposit \$2,242, Actual Cost + 20%
Planned Development Amendment:					Deposit \$1,130, Actual Cost + 20%
Development Agreement Preparation					Actual Cost + 20%
BUSINESS LICENSE:					
Nonrefundable License Application Fee					\$40
Appeal Fee					Actual Cost
Amendment to Business License Fee					\$30
Duplicate License Fee					\$5
CANNABIS REGULATORY PERMIT:					
Cannabis Application Fee					Actual Cost. \$1,500 Minimum Deposit

Cannabis Application Renewal Fee					\$345
Appeal Fee					Actual Cost
Cannabis Regulatory Permit, Annual					\$15,000
Cannabis Regulatory Permit Amendment					\$400
ENGINEERING DIVISION:					
Cost Recovery, Legal Services					Actual Cost + 20%
Improvement Standards and Specifications Book					\$38
Map or Document Research (minimum 1 hour)					Actual Cost + 20%
Improvement Plans Review, City Staff					3% of value
Improvement Plans Review, Consultant					Deposit 3% of value, Actual Cost + 20%
Traffic Plan Check Review					Actual Cost
Storm Water Quality Control Plan Review					\$803
Swimming Pool Permit					\$38
Encroachment Permit					3% of value (\$259 minimum)
Encroachment Permit for Public Utilities (AT&T, PG&E, MID, Comcast, etc.)					\$311
Inspections for Public Utilities Company Permits, City Staff					\$134 per hour
Inspections for Public Utilities Company Permits, Consultant					Actual Cost + 20%
Well Construction (except drinking water)					\$311
Well Abandonment					\$311
Encroachment Permit for Driveway Approach Replacement					\$311
Encroachment Permit for Sidewalk Replacement					\$311
Encroachment Permit for Utilities Installation (Street Cuts)					\$419
*Trench Deposit, Single Utility (held for 12 months)					Deposit \$2,485 + Actual Cost
*Trench Deposit, Multi Utilities (12 months from excavation of last trench)					Deposit \$6,540 + Actual Cost
*Trench deposits are not required for projects covered under a warranty bond					
On-Site Inspections					3% of value
Off-Site Inspections					3% of value
False Alarms (within a 12 month period at a single site) False alarms are not subject to CPI Adjustment					
PUBLIC WORKS:					
Administrative Fee					20% for all billable charges
Street Sweeper and Clean-Up Fee (minimum 2 hours)					Actual Cost
Barricade Rental					\$6 each-first day, \$1 each-each day after
Emergency Labor, Equipment and Materials					Actual Cost
Hydrant Use or Construction Water (meter cost plus actual cost)					Deposit \$547 plus installation \$46 plus \$5 per thousand gallons of usage
Delinquent Backflow Testing					\$150 plus actual cost for repair parts if needed
Water Problem (call out) Evaluation (minimum 2 hours)					Actual Cost
After Hour Reconnection Fee (SB 998)					\$156
Red Tags (second and subsequent notices)					Actual Cost
Commercial Recycling					Actual Cost plus 11%
POLICE:					
Background Check Fee					\$136
Copies					.10 cents (per page)
Photos					\$15 per CD; \$1 per page if printed
Unconsensual Franchise Tow Fee (Per Vehicle)					\$62
Second Hand Dealer/Pawn Broker License (initial)					

False Alarms (first and second incident)					\$0
False Alarms (third thru fifth**)					\$67
False Alarms (sixth and subsequent**)					\$135
False Alarms (maximum fee per day)					\$337
**If both Police and Fire respond to false alarm, only one charge shall be assessed per incident					
Domestic Fowl/Animal Permit					\$31
Cats/Dogs Redeemed (first occurrence)					\$70
Cats/Dogs Redeemed (second occurrence)					\$140
Animals to Pound, Requested by Owner					\$124
Clearance Letter					\$31
Dance Permit					\$37
Fingerprint Card					\$62
Bicycle License					\$7
Amplified Sound Permit					\$50
Second Hand Dealer/Pawn Broker License (renewal)					\$37
Alcohol Consumption Permit (City property, per event)					\$50
Solicitor Permit (non-profit)					\$25
Solicitor Permit (profit)					\$49
Handgun Dealer Permit (initial)					\$49
Handgun Dealer Permit (renewal)					\$31
Neighborhood Watch Program					
Police Reports, Crime/Accident (first 4 pages)					\$25
Jail Booking					County Cost plus 20%
Citation Sign-Off (for non-Atwater resident)					\$18
Stored Vehicle Release					\$282
Repossession Filing Fee (mandated by State Gov. Code 41612)					\$20
Concealed Weapon Permit (initial)					\$220
Concealed Weapon Permit (renewal)					\$170
Emergency Response (Gov. Code 53150-53158)					Actual Cost plus 15%
1 - 5,000 sq. ft.					\$50
Taxi Cab Permit (initial)					\$50
Taxi Cab Permit (renewal)					\$31
Tow Cab Franchise Fee					\$61
Abandoned Cart Fee					\$50 per cart, per pick-up

Code Enforcement Reinspection Fee					\$54
FIRE:					
1,251 GPM (16 hour maximum) 1251-1500					\$94/hour
1,501 GPM (16 hour maximum) 1501-2000					\$96.50/hour
Pick-Up (16 hour maximum)					\$61/hour
Works Comp.					Actual Cost
Administration (OES)					Actual Cost
Annual Inspections and New Business Inspections					
Low Hazard Inspection (businesses, industries, merchandise) Per Hour:					
Occupancy types: A (<50 People), B, C, F-2, M, S-2, U					
1 - 5,000 sq. ft. (first inspection)					\$138
First Re-Inspection					\$153
Second Re-Inspection					\$169
5,001 - 10,000 sq. ft. (first inspection)					\$148
First Re-Inspection					\$164
Second Re-Inspection					\$179
10,001 - 20,000 sq. ft. (first inspection)					\$159
First Re-Inspection					\$174
Second Re-Inspection					\$190
20,001 - 40,000 sq. ft. (first inspection)					\$190
First Re-Inspection					\$205
Second Re-Inspection					\$221
40,001 - 80,000 sq. ft. (first inspection)					\$200
First Re-Inspection					\$216
Second Re-Inspection					\$231
80,001 - 120,000 sq. ft. (first inspection)					\$210
First Re-Inspection					\$226
Second Re-Inspection					\$242
120,001 - 150,000 sq. ft. (first inspection)					\$273
First Re-Inspection					\$288
Second Re-Inspection					\$304
150,001 - 200,000 sq. ft. (first inspection)					\$335
First Re-Inspection					\$350
Second Re-Inspection					\$366

200,001+ sq. ft. (first inspection)					\$397
First Re-Inspection					\$413
Second Re-Inspection					\$428
Moderate-High Hazard Inspection (50+ gather, education facility, high fire area, hospitals, residential, storage) Per Hour:					
Occupancy types: A (>50 People), E, F-1, H-1-5, I-1-3, I-4, L, R-1-4, S-1					
1 - 5,000 sq. ft. (first inspection)					\$138
First Re-Inspection					\$153
Second Re-Inspection					\$169
5,001 - 10,000 sq. ft. (first inspection)					\$148
First Re-Inspection					\$164
Second Re-Inspection					\$179
10,001 - 20,000 sq. ft. (first inspection)					\$159
First Re-Inspection					\$174
Second Re-Inspection					\$190
20,001 - 40,000 sq. ft. (first inspection)					\$210
First Re-Inspection					\$226
Second Re-Inspection					\$242
40,001 - 80,000 sq. ft. (first inspection)					\$221
First Re-Inspection					\$236
Second Re-Inspection					\$252
80,001 - 120,000 sq. ft. (first inspection)					\$231
First Re-Inspection					\$247
Second Re-Inspection					\$262
120,001 - 150,000 sq. ft. (first inspection)					\$314
First Re-Inspection					\$330
Second Re-Inspection					\$345
150,001 - 200,000 sq. ft. (first inspection)					\$397
First Re-Inspection					\$413
Second Re-Inspection					\$428
200,001+ sq. ft. (first inspection)					\$480
First Re-Inspection					\$496
Second Re-Inspection					\$511

Other Inspections/Rates:						
Inspections:						
Christmas Tree Lots or Sale Areas at Car Sales						\$66
Board and Care Facilities (full time patient care, State mandated inspection, 7 - 50 occupants)						\$139
Board and Care Facilities (full time patient care, State mandated inspection, over 50 occupants)						\$225
Daycare Facilities (more than 6 children, State mandated inspection)						\$139
Fire Safety Application Review						\$225
Fire Safety Plan Review						\$225
Aircraft Refueling Vehicle (initial)						\$326
Occupancy Permits						\$73
Penalty Charges (unauthorized occupancy)						\$152
Tents and Air-Supported Structures (per 200 sq. ft., except for camping)						\$123
Rates:						
Hydrant Flow Data-Per Hydrant						\$288
Weed Abatement						Contractors Cost plus 20%
Consultation						\$123
Fire Cause Investigation						\$123
Stand-by or Fire Watch						\$149
Operational Permits:						
Tanks: Hazardous Material Storage, Installation/Removal						\$149
Aerosol Products Permit (retail storage, under exempt amounts per sq. ft.)						\$134
Aerosol Products Permit (warehouse and storage)						\$268
Aircraft Repair Hanger						\$134
Commercial Rubbish Handling Operation (initial)						\$201
Aircraft Refueling Vehicle (renewal)						\$134
Asbestos Removal Permit						\$201
Automobile Wrecking Yard						\$201
Battery System						\$268
Bowling Pin or Alley Refinishing (initial)						\$268
Bowling Pin or Alley Refinishing (renewal)						\$212
Candles/Open Flame in Assembly Area (single use permit)						\$47
Candles/Open Flame in Assembly Area (on-going facility permit)						\$212
Carnivals and Fairs						\$151

Cellulose Nitrate Film					\$273
Cellulose Nitrate Storage					\$273
Combustible Fiber Storage					\$334
Combustible Material Storage					\$151
Compressed Gas, Store/Handle/Use (initial)					\$273
Compressed Gas, Store/Handle/Use (renewal)					\$151
Containers/Tanks (initial)					\$212
Commercial Rubbish Handling Operation (renewal)					\$151
Cryogen Use, Plan Check/Install/Inspection/Use (initial)					\$421
Cryogen Use, Plan Check/Install/Inspection/Use (renewal)					\$168
Dry Cleaning Plants (initial)					\$273
Dry Cleaning Plants (renewal)					\$212
Dust Producing Operation (initial)					\$273
Dust Producing Operation (renewal)					\$212
Explosive or Blasting Agent (permit and 2 blasts)					\$212
Explosive or Blasting Agent (more than 2 blasts)					\$66
Fireworks Ground Display					\$151
Fireworks, Pyrotechnic Special Effects (theatrical/movies)					\$151
Fireworks, Aerial Display (includes ground display)					\$334
Flammable or Combustible Liquids					\$334
Retail Storage (under exempt amount per control area)					\$66
Pipeline, Operations/Excavation					\$151
Liquid or Gas Fueled Vehicles or Equipment in Assembly					\$334
Containers/Tanks (renewal)					\$212
Underground Tanks					\$151
Tank Removal					\$212
Tank Vehicles (initial)					\$212
Tank Vehicles (renewal)					\$151
Fruit Ripening					\$151
Fumigation or Thermal Insecticides Fogging					\$151
Hazardous Materials, Retail Storage (under exempt amount per control area)					\$151
Hazardous Materials, Storage/Handle/Use (initial)					\$536
Hazardous Materials, Storage/Handle/Use (renewal)					\$212
Hazardous Production Materials					\$412

High Piled Combustible Stock (initial)					\$412
High Piled Combustible Stock (renewal)					\$273
LPG - Non Single Family Dwelling					\$273
LPG - Single Family Dwelling					\$151
Special Use/Event Permit					\$151
Lumber Yards					\$212
Magnesium Working					\$273
Mall Covered					\$273
Motor Vehicle Fuel Dispensing Station					\$273
Motor Vehicle Refueling Unit					\$273
Open Fires (includes bonfires & burn permits)					\$66
Organic Coating (initial)					\$532
Organic Coating (renewal)					\$408
Ovens, Industrial Baking or Drying (initial)					\$212
Ovens, Industrial Baking or Drying (renewal)					\$151
Radioactive Materials (initial)					\$273
Radioactive Materials (renewal)					\$151
Refrigeration Equipment, Install/Operate (initial)					\$334
Refrigeration Equipment, Install/Operate (renewal)					\$212
Repair Garages					\$151
Administration (OES)					\$151
Spraying or Dipping (initial)					\$396
Spraying or Dipping (renewal)					\$212
Tents/Canopy/Membrane Structures - Non High Fire Hazard Area (100 occupants)					\$151
Tents (all others)					\$396
Tire Storage					\$212
Wood Products					\$273
Hot Work and Cutting Operations (within occupancy and mobile)					\$212
Fireworks Stands/Booth Application Fee					\$182
Firework Stand/Storage/Display Inspection					\$139

Special Events Fire and Life Safety					
Cost Recovery/Miscellaneous:					
1,250-1500 GPM (16 hour maximum)					\$111
1,501-2000 GPM (16 hour maximum)					\$115
Pick-Up (16 hour maximum)					\$77
Works Comp.					Actual Cost
Rent: Private Organization (per hour)					\$0.20
Fire Reports					\$19
Street Spills					\$57 plus Actual Cost
False Alarms (within a 12 month period at a single site) False alarms are not subject to COLA					
False Alarms (first and second incident)					\$0
False Alarms (third thru fifth**)					\$67
False Alarms (sixth and subsequent**)					\$135
False Alarms (maximum fee per day)					\$337
**If both Police and Fire respond to false alarm, only one charge shall be assessed per incident.					
PARKS, RECREATION & COMMUNITY EVENTS					
Community Center, Multipurpose Room					
Reservation and Cleaning Deposit					\$350
Cancellation Fee: Less than 10 Days of Rental					Forfeit of all rental fees
Cancellation Fee: More than 10 Days of Rental					\$175
Cancellation Fee: More than 30 Days of Rental					\$80
Rent: Private Organization (per hour)					\$100
Rent: Non-Profit/Senior Organization (per hour)					\$70
Rent: Private Organization (per day)					\$2,400
Rent: Non-Profit/Senior Organization (per day)					\$1,680
Facility Attendant, (per hour)					\$35
Community Center, Multipurpose Room & Evelyn Chambers Senior Room					
Reservation and Cleaning Deposit					\$525
Cancellation Fee: Less than 10 Days of Rental					Forfeit Deposit
Cancellation Fee: More than 10 Days of Rental					\$175
Cancellation Fee: More than 30 Days of Rental					\$80
Rent: Private Organization (per hour)					\$140
Rent: Non-Profit/Senior Organization (per hour)					\$90

Rent: Private Organization (per day)					\$3,360
Rent: Non-Profit/Senior Organization (per day)					\$2,160
Facility Attendant, (per hour)					\$35
Community Center, Evelyn Chambers Senior Room					
Reservation and Cleaning Deposit					\$210
Cancellation Fee: Less than 10 Days of Rental					Forfeit of all rental fees
Cancellation Fee: More than 10 Days of Rental					\$105
Cancellation Fee: More than 30 Days of Rental					\$80
Rent: Private Organization (per hour)					\$75
Rent: Non-Profit/Senior Organization (per hour)					\$40
Rent: Private Organization (per day)					\$1,800
Rent: Non-Profit/Senior Organization (per day)					\$960
Facility Attendant, (per hour)					\$35
Community Center, Jessie Frago or Andy Longinotti Meeting Rooms					
Reservation and Cleaning Deposit					\$210
Cancellation Fee: Less than 10 Days of Rental					Forfeit of all rental fees
Cancellation Fee: More than 10 Days of Rental					\$105
Cancellation Fee: More than 30 Days of Rental					\$80
Rent: Private Organization (per hour)					\$65
Rent: Non-Profit/Senior Organization (per hour)					\$40
Rent: Private Organization (per day)					\$1,560
Rent: Non-Profit/Senior Organization (per day)					\$960
Facility Attendant, (per hour)					\$35
Community Center, Kitchen					
Reservation and Cleaning Deposit					\$210
Cancellation Fee: Less than 10 Days of Rental					Forfeit of all rental fees
Cancellation Fee: More than 10 Days of Rental					\$105
Cancellation Fee: More than 30 Days of Rental					\$80
Senior Citizen Groups with Kitchen (per hour)					\$40
Rent: Non-Profit/Senior Organization (per hour)					\$35
Senior Citizen Groups with Kitchen (per day)					\$960
Rent: Non-Profit/Senior Organization (per day)					\$840
Table & Chair Fees:					
Table & Chair Set Up and Usage Fee					\$125
Table & Chair Set up and Usage Fee for Senior Citizen Organization					\$75
Castle Youth Center					
Birthday Party (2 hours) gym, game room & activity area					\$175
Gym Rental (per hour)					\$60
Facility Attendant, (per hour)					\$35
Veterans Park Pavilion					
Reservation and Cleaning Deposit					\$200
Cancellation Fee: Less than 10 Days of Rental					Forfeit of all rental fees
Cancellation Fee: More than 10 Days of Rental					\$75
Cancellation Fee: More than 30 Days of Rental					\$80
Atwater Resident Rental Fee with Kitchen					\$250
Senior/Civic/Schools/Non-Profit Organization with Kitchen					\$200
Osborn and Miyake Ball Field Tournament without Lights (per field per day)					\$175
Facility Attendant, (per hour)					\$35
Bloss Grounds					
Deposit					\$350
Private Party (2 hour minimum)					\$80 per hour
Non-Profit / Senior Group (2 hour minimum)					\$40 per hour
Facility Attendant, (per hour)					\$35
Photograpy Session (2 hour minimum) - Exclusive Use Only					\$30 per hour

Bloss Library Museum							
Private Usage							\$50 per hour
Non-Profit / Senior Group							No Charge
Facility Attendant, (per hour)							\$35
Field Rentals							
Osborn and Miyake Ball Field Deposit							\$210
Osborn and Miyake Ball Field Rental (per hour)							\$35
Osborn and Miyake Ball Field Rental with Lights (per hour)							\$40
Learn to Swim Program (parent & infant)							\$145
Osborn and Miyake Ball Field Tournament Field Preps (per prep per field per day)							\$75
Veterans Park Football Field Deposit							\$210
Veterans Park Football / Soccer Field, Youth Teams (per day)							\$125
Veterans Park Football Field, Adult Teams (per day)							\$150
Memorial Ball Field Deposit							\$200
Memorial Ball Field (per game)							\$75
Memorial Ball Field Prep							\$75
Memorial Ball Field Light Usage (per hour)							\$40
Joan Faul Soccer Field Deposit							\$210
Joan Faul Soccer Field 1 (per day)							\$100
Joan Faul Soccer Field 2 (per day)							\$100
Joan Faul Soccer Fields 1 & 2 (per day)							\$175
Youth Recreation Programs				<u>Non Resident</u>		<u>Resident</u>	<u>Non Resident</u>
Osborn Park Tennis Court (per key for one year)				\$100		\$80	\$100
Osborn Park Tennis Court (per key for six months)				\$50		\$40	\$50
Youth Basketball (co-ed, boys and girls, grades K-12) (per player)				\$105		\$80	\$105
Youth Indoor Soccer (per player)				\$95		\$75	\$95
Summer Drop-in Program - Per Week							
Full Day - Per Week				\$115		\$90	\$115
Youth Flag Football (per player)				\$95		\$75	\$95
Youth Volleyball (per player)				\$105		\$85	\$105
Summer Youth Camp (per camp)				\$70		\$50	\$70
Adult Recreation Programs							
Men's Spring Softball				\$575		\$550	\$575
Men's Summer Softball				\$575		\$550	\$575
Men's Fall Softball				\$575		\$550	\$575
Coed Spring Softball				\$575		\$550	\$575
Vendor Fair Booth Rental (12x12)				\$575		\$550	\$575
Coed Fall Softball				\$575		\$550	\$575
Coed Winter Volleyball				\$450		\$425	\$450
Coed Summer Volleyball				\$450		\$425	\$450
Men's Volleyball				\$450		\$425	\$450
Women's Volleyball				\$450		\$425	\$450
Men's Summer Basketball League				\$675		\$650	\$675
Men's Winter Basketball League				\$675		\$650	\$675
Other Recreation Programs							
Misc. Recreation Classes & Events				\$10 - \$50		\$10 - \$50	\$10 - \$50
Vendor Fair Booth Rental (12x12)						\$100	
Christmas Parade Entry Fee						\$45	
Christmas Parade Additional Horse Entry Fee (per horse)						\$5	
Sanitation							
Other/Additional Services/One-Time/Temporary					Billing Frequency		
Single-Family & Multi-Family (2-4 units w/CARTS)							
Residential Large Item Pick-up - Includes up to two (2) items					Per Occurrence	\$63	

<u>Restart of Services (Auto Resume Fee)</u>	<u>Per Occurrence</u>	<u>\$0</u>
<u>Cart Delivery</u>	<u>Per Occurrence</u>	<u>\$105</u>
<u>Cart Removal</u>	<u>Per Occurrence</u>	<u>\$0</u>
<u>Cart Exchange</u>	<u>Per Occurrence</u>	<u>\$79</u>
<u>Residential Cart Replacement Fee</u>	<u>Per Occurrence</u>	<u>\$79</u>
<u>Overloaded/Contamination Fee 1st Occurrence (any cart)</u>	<u>Per Occurrence</u>	<u>\$27</u>
<u>Overloaded/Contamination Fee 2nd Occurrence (any cart)</u>	<u>Per Occurrence</u>	<u>\$32</u>
<u>Temporary Bins- Available to ALL Property Types</u>		
<u>3 Cubic Yard Temporary Bin</u>		
<u>Delivery, Removal and up to 7 days rental</u>	<u>Per Bin</u>	<u>\$236</u>
<u>Each additional pickup</u>	<u>Per Occurrence</u>	<u>\$110</u>
<u>4 Cubic Yard Temporary Bin</u>		
<u>Delivery, Removal and up to 7 days rental</u>	<u>Per Bin</u>	<u>\$292</u>
<u>Each additional pickup</u>	<u>Per Occurrence</u>	<u>\$127</u>
<u>Multi-Family (5+ units) ** Commercial -All ** Multi-Family (2-4 units)</u>		
<u>(Bin or Cart)</u>	<u>(Bin or Cart)</u>	<u>(Bin ONLY)</u>
<u>Cart Contamination / Overloaded</u>	<u>Per Occurrence</u>	<u>\$27</u>
<u>Bin Contamination / Overloaded</u>	<u>Per Cubic Yard</u>	<u>\$32</u>
<u>Special Services:</u>		
<u>Special Pick-Up up to 3 cubic yards</u>	<u>Each</u>	<u>\$218</u>
<u>Additional Standby and Loading Time</u>	<u>Per Hour</u>	<u>\$144</u>
<u>Large Venue Events (Non-City Events)</u>	<u>Per Occurrence</u>	<u>\$218</u>
<u>Other Services:</u>		
<u>Locking Bin, Lock on Gate, enclosure monthly fee</u>	<u>Per lock, per month</u>	<u>\$47</u>
<u>Trip Charge/Dry Run</u>	<u>Per Occurrence</u>	<u>\$209</u>
<u>Restart of Services (Auto Resume Fee)</u>	<u>Per Occurrence</u>	<u>\$0</u>
<u>Setup Fee</u>	<u>Per Occurrence</u>	<u>\$0</u>
<u>Delivery Charge</u>	<u>Per Occurrence</u>	<u>\$47</u>
<u>Delivery Charge Commercial Carts</u>	<u>Per Occurrence</u>	<u>\$27</u>
<u>Removal</u>	<u>Per Occurrence</u>	<u>\$79</u>
<u>Exchange Fee</u>	<u>Per Occurrence</u>	<u>\$47</u>
<u>Stinger/Scout Service Fee</u>	<u>per bin per service</u>	<u>\$39</u>
<u>Recycling Contamination Fee</u>	<u>Per Occurrence</u>	<u>\$45</u>
<u>Overage Fee</u>	<u>Per Occurrence</u>	<u>\$62</u>
<u>Roll-Off Containers billed on a per pull plus disposal fee</u>		
<u>10 Cubic Yd Container per pull</u>	<u>per haul</u>	<u>\$448</u>
<u>20 Cubic Yd Container per pull</u>	<u>per haul</u>	<u>\$464</u>
<u>30 Cubic Yd Container per pull</u>	<u>per haul</u>	<u>\$477</u>
<u>40 Cubic Yd Container per pull</u>	<u>per haul</u>	<u>\$488</u>
<u>Container Rental per day after 7 days</u>	<u>per day</u>	<u>\$18</u>
<u>Commercial and Multi-Family Rates (monthly):</u>		
<u>Number of Pick Up(s) per week</u>	<u>2 pic:k-up</u>	<u>1x</u> <u>2x</u> <u>3x</u> <u>4x</u> <u>5x</u> <u>6x</u>
<u>(Note: includes 32-Gallon Recycling and 32-Gallon Organics)</u>		
<u>Trash:</u>		
<u>64- Gallon Cart</u>	<u>\$ 48.84</u>	<u>\$ 70.54</u> <u>\$ 92.24</u> <u>\$ 113.93</u> <u>\$ 135.63</u> <u>\$ 157.33</u>
<u>96- Gallon Cart</u>		<u>\$ 97.66</u> <u>\$ 141.06</u> <u>\$ 184.45</u> <u>\$ 227.85</u> <u>\$ 271.23</u>
<u>1 Cubic Yard Bin</u>		<u>\$ 471.94</u>
<u>2 Cubic Yard Bin</u>	<u>\$ 184.45</u>	<u>\$ 314.63</u> <u>\$ 444.82</u> <u>\$ 575.00</u> <u>\$ 705.18</u> <u>\$ 835.37</u>
<u>3 Cubic Yard Bin</u>		<u>\$ 1,052.34</u>
<u>4 Cubic Yard Bin</u>	<u>\$ 287.51</u>	<u>\$ 445.42</u> <u>\$ 634.67</u> <u>\$ 831.15</u> <u>\$ 929.99</u> <u>\$ 1,114.42</u>
<u>6 Cubic Yard Bin</u>		<u>\$ 1,301.25</u>
<u>2 Cubic Yard Compactor</u>	<u>\$ 489.00</u>	<u>\$ 844.00</u> <u>\$ 1,120.00</u> <u>\$ 1,555.00</u> <u>\$ 1,911.00</u> <u>\$ 2,266.00</u>
<u>3 Cubic Yard Compactor</u>	<u>\$ 637.00</u>	<u>\$ 1,082.00</u> <u>\$ 1,526.00</u> <u>\$ 1,970.00</u> <u>\$ 2,414.00</u> <u>\$ 2,859.00</u>
<u>6 Cubic Yard Compactor</u>	<u>\$ 1,067.00</u>	<u>\$ 1,708.00</u> <u>\$ 2,298.00</u> <u>\$ 2,722.00</u> <u>\$ 3,074.00</u> <u>\$ 3,538.00</u>
<u>Recycling:</u>		
<u>64- Gallon Cart</u>	<u>\$ 20.79</u>	<u>\$ 34.59</u> <u>\$ 48.39</u> <u>\$ 62.19</u> <u>\$ 76.00</u> <u>\$ 89.79</u>

<u>96- Gallon Cart</u>	\$ 21.60	\$ 36.12	\$ 50.65	\$ 65.18	\$ 79.71	\$ 94.24
<u>1 Cubic Yard Bin</u>	\$ 61.95	\$ 110.38	\$ 158.81	\$ 207.25	\$ 255.67	\$ 304.11
<u>2 Cubic Yard Bin</u>	\$ 94.24	\$ 166.89	\$ 239.53	\$ 312.18	\$ 384.82	\$ 441.33
<u>3 Cubic Yard Bin</u>	\$ 110.38	\$ 207.25	\$ 279.90	\$ 352.54	\$ 433.26	\$ 522.05
<u>4 Cubic Yard Bin</u>	\$ 134.60	\$ 247.61	\$ 360.61	\$ 473.62	\$ 594.70	\$ 715.77
<u>6 Cubic Yard Bin</u>	\$ 174.96	\$ 344.47	\$ 489.76	\$ 651.20	\$ 812.64	\$ 974.07
<u>2 Cubic Yard Compactor</u>	\$ 243.00	\$ 441.00	\$ 640.00	\$ 838.00	\$ 1,036.00	\$ 1,191.00
<u>3 Cubic Yard Compactor</u>	\$ 287.00	\$ 551.00	\$ 750.00	\$ 948.00	\$ 1,168.00	\$ 1,411.00
<u>6 Cubic Yard Compactor</u>	\$ 463.00	\$ 926.00	\$ 1,323.00	\$ 1,763.00	\$ 2,204.00	\$ 2,645.00
<u>Organics: (Also includes :Green Waste & Food Waste, Green Waste only, & Food Waste only)</u>						
<u>64-Gallon Cart</u>	\$ 30.64	\$ 55.82	\$ 79.60	\$ 103.39	\$ 127.17	\$ 150.96
<u>96-Gallon Cart</u>	\$ 36.23	\$ 58.62	\$ 82.40	\$ 106.18	\$ 129.97	\$ 153.76
<u>1 Cubic Yard Bin</u>	\$ 110.15	\$ 180.34	\$ 264.28	\$ 348.23	\$ 432.18	\$ 516.13
<u>2 Cubic Yard Bin</u>	\$ 166.35	\$ 316.06	\$ 465.76	\$ 615.47	\$ 765.18	\$ 914.88
<u>3 Cubic Yard Bin</u>	\$ 229.31	\$ 439.18	\$ 649.05	\$ 858.92	\$ 1,068.78	\$ 1,278.66
<u>4 Cubic Yard Bin</u>	\$ 299.27	\$ 551.11	\$ 802.95	\$ 1,054.80	\$ 1,306.64	\$ 1,558.48
<u>6 Cubic Yard Bin</u>	\$ 425.19	\$ 809.95	\$ 1,194.71	\$ 1,579.46	\$ 1,964.22	\$ 2,348.98
<u>Push Rate Fee's (monthly):</u>						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>15 Feet</u>	\$ 37.00	\$ 73.00	\$ 105.00	\$ 131.00	\$ 157.00	\$ 183.00
<u>25 Feet</u>	\$ 47.00	\$ 89.00	\$ 131.00	\$ 172.00	\$ 214.00	\$ 256.00
<u>50 Feet</u>	\$ 157.00	\$ 251.00	\$ 344.00	\$ 468.00	\$ 532.00	\$ 626.00
<u>75 Feet</u>	\$ 188.00	\$ 292.00	\$ 397.00	\$ 501.00	\$ 605.00	\$ 709.00
<u>100 Feet</u>	\$ 261.00	\$ 391.00	\$ 522.00	\$ 652.00	\$ 782.00	\$ 1,043.00



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: October 28, 2024
TO: Mayor and City Council
FROM: Greg Thompson, Deputy City Manager/Community Development Director
PREPARED BY: Kayla Rashad, Administrative Assistant
SUBJECT: **Waive the First Reading by Title only, and introduce an Ordinance Approving Zoning Ordinance Text Amendment No. 24-23-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district under the Low Density Residential Zone** (Deputy City Manager/Community Development Director Thompson)

RECOMMENDED COUNCIL ACTION

Open the public hearing and receive any testimony from the public; and,

Close the public hearing; and,

Motion to make a finding that the project is categorically exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), “Review for Exemption”, under the common sense exemption; and,

Motion to waive the first reading by title only, and introduce Ordinance No. CS 1069 Amending Chapter 17.16: “Low Density Residential Districts” of the Atwater Municipal Code, to add “R-1-5” (5,000 square foot lots) as a Single Family Residential district.

I. BACKGROUND/ANALYSIS:

Chapter 17.16 of the Atwater Municipal Code (AMC) provides the following single-family residential districts: R-E (Residential Estate), R-1-6 (6,000 sq ft lots), R-1-8 (8,000 sq ft lots), and R-1-10 (10,000 sq ft lots). These residential districts have minimum development standards under Section 17.16.050 of the Atwater Municipal Code (Figure 1).

Figure 1: Development Standards for Low Density Residential Districts

	R-E	R-1-10	R-1-8	R-1-6
Minimum Lot Area per dwelling unit (sq. ft.)	16,000	10,000	8,000	6,000
Minimum Lot Width (feet), Interior Lot	110	100	80	60
Minimum Lot Width (feet) Corner Lot	110	100	80	70
Minimum Lot Depth	130	100	100	100
Minimum Front yard Setback (exterior)	20	20	20	20
Minimum Rear yard Setback	20	20	20	15
Minimum Side yard Setback (interior)	10	10	5	5
Minimum Side yard Setback Corner Lot				
abutting a front yard	20	20	15	15
abutting a side yard	10	10	10	10
Minimum Landscaped or open recreational area	30 percent	30 percent	30 percent	30 percent

Chapter 17.17: “Medium-Density Single-Family Residential Districts,” of the Atwater Municipal Code (AMC) provides the following single-family residential districts: R-1-3 (3,000 sq ft lots), R-1-4 (4,000 sq ft lots), and R-1-5 (5,000 sq ft lots). These residential districts have minimum development standards under Section 17.16.050 of the Atwater Municipal Code (Figure 2).

Figure 2: Development Standards for Medium-Density Single-Family Residential Districts

	R-1-5	R-1-4	R-1-3
Minimum Lot Area per dwelling unit (sq. ft.)	5,000	4,000	3,000
Minimum Lot Width (feet), Interior Lot	50	50	40
Minimum Lot Width (feet), Corner Lot	60	60	50
Minimum Lot Depth (feet)	100	80	60
Minimum Front yard Setback (exterior)	10	10	10
Minimum Side yard Setback (interior)	5	5	5
Minimum Side yard Setback, Corner Lot			
abutting a front yard	10	10	10
abutting a side yard	5	5	5
Minimum Rear yard Setback	5	5	5
Minimum Landscaped and open space recreation area	25 percent	25 percent	25 percent

This Zoning Ordinance Text Amendment (ZOTA) would propose, if adopted by Council, to amend the single-family residential districts to add “R-1-5” (5,000 square foot lots) as a single-family residential district under Chapter 17.16: “Low Density Residential Districts” of the Atwater Municipal Code.

ANALYSIS:

The Low Density Residential (LDR) Land Use under the City of Atwater’s General Plan states, “This category provides for residential development at densities that are typical for existing single family residential subdivisions within the City. The permitted density range is 3.1 to 7.0 units per acre. Parcel sizes range from 5,000 to 11,000 square feet in area. All properties must be served by public sewer and water. Typical land uses include single family residences and residential accessory uses, churches, schools, parks, community care facilities, and necessary public utility and safety facilities. Secondary dwelling units may be permitted consistent with state and local regulations”.

To make the City’s zoning consistent with its General Plan, the City is seeking the City Council’s approval regarding ZOTA No. 24-23-0100 to add “R-1-5” (5,000 square foot lots) as a residential district under Chapter 17.16: “Low Density Residential Districts”.

The addition of “R-1-5” (5,000 square foot lots) under Chapter 17.16 would also necessitate a new “development standards table” for Section 17.16.050 as previously shown in Figure 1. The new table for Section 17.16.050 would be as shown below in

Figure 3:

Figure 3: Amended Development Standards for Low Density Residential Districts

	R-E	R-1-10	R-1-8	R-1-6	R-1-5
Minimum Lot Area per Dwelling Unit (sq. ft)	16,000	10,000	8,000	6,000	5,000
Minimum Lot Width (feet), Interior Lot	110	100	80	60	50
Minimum Lot Width (feet), Corner Lot	110	100	80	70	60
Minimum Lot Depth	130	100	100	100	100
Minimum Front Yard Setback (exterior)	20	20	20	20	10
Minimum Rear Yard Setback	20	20	20	15	5
Minimum Side Yard Setback (interior)	10	10	5	5	5
Minimum Side Yard Setback, Corner Lot					
Abutting a Front Yard	20	20	15	15	10
Abutting a Side Yard	10	10	10	10	5
Minimum Landscaped or Open Recreational Area	30 percent	30 percent	30 percent	30 percent	25 percent

II. FISCAL IMPACTS:

No negative fiscal impacts are anticipated with the approval of this project. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

The ordinance will amend Chapter 17.16: "Low Density Residential Districts," of the Atwater Municipal Code to add "R-1-5" (5,000 square foot lots) as a single-family residential district

The proposed ordinance does not conflict with any policies of the General Plan or other City policies or guidelines.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

An interdepartmental routing sheet was sent to all required departments and affected agencies for review, and their comments and conditions have been incorporated.

VII. PUBLIC PARTICIPATION:

The public hearing was adequately noticed and advertised for the regularly scheduled City Council hearing. The public will have the opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

Pursuant to the California Environmental Quality Act (CEQA), the draft ordinance is categorically exempt under section 15061(b)(3), "Review for Exemption". This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.

IX. STEPS FOLLOWING APPROVAL:

The second reading and adoption of the ordinance will be scheduled for the next regular City Council meeting.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. RSO 0256-24 Resolution Signed
2. Ordinance No. CS 1069
3. Exhibit A



PLANNING COMMISSION OF THE CITY OF ATWATER

RESOLUTION NO. 0256-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ATWATER RECOMMENDING THE CITY COUNCIL ADOPT ZONING ORDINANCE TEXT AMENDMENT NO. 24-23-0100 AMENDING CHAPTER 17.16: "LOW DENSITY RESIDENTIAL DISTRICTS" OF THE ATWATER MUNICIPAL CODE TO ADD "R-1-5" (5,000 SQUARE FOOT LOTS) AS A SINGLE-FAMILY RESIDENTIAL DISTRICT.

WHEREAS, the City of Atwater wishes to enact programs, policies, and regulations in support of housing and residential development; and,

WHEREAS, the City of Atwater Municipal Code currently limits lot size(s) in zones for Low Density Residential Districts; and,

WHEREAS, in accordance with the General Plan Land Use Designation of "Low Density Residential (LDR)", City staff submits Zoning Ordinance Text Amendment (ZOTA) 24-23-0100 for an amendment to Chapter 17.16: "Low Density Residential Districts" of the Atwater Municipal Code to add "R-1-5" (5,000 square foot lots) as a single family residential district; and,

WHEREAS, the Planning Commission held a duly noticed public hearing as required by law on October 16, 2024; and,

WHEREAS, the City's General Plan provides a framework to enact the programs, policies, and regulations in support of such development; and

WHEREAS, this project is exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), "Review for Exemption". This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.; and,

WHEREAS, __ person(s) spoke in favor of the ordinance, __ person(s) spoke in

opposition of the ordinance, and ___ written comment(s) have been submitted either in opposition or in favor of the ordinance; and,

WHEREAS, the ZOTA will not have a detrimental effect on the health, safety, and welfare of the neighborhood, nor have any adverse effect on the community; and,

WHEREAS, the Planning Commission finds that the following findings can be made for ZOTA No. 24-23-0100:

1. The proposed ordinance will ensure that all residential subdivision development projects submitted to the planning department continue to undergo review for consistency with the City's General Plan and the established development standards provided by the City of Atwater Municipal Code.
2. The proposed ordinance is consistent with the Atwater General Plan.
3. Adoption of the resolution recommending the City Council adopt the proposed ordinance is exempt from CEQA review under CEQA guideline section 15061(b)(3).
4. The public hearing for this project has been adequately noticed and advertised.
5. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

NOW THEREFORE BE IT RESOLVED, that the recitals above are true and correct and hereby incorporated by reference. The Planning Commission of the City of Atwater does hereby recommend that the City Council adopt ZOTA No. 24-23-0100.

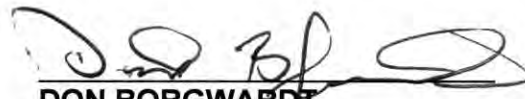
The foregoing resolution is hereby adopted this 16th day of October, 2024.

AYES:

NOES:

ABSENT:

APPROVED:


DON BORGWARDT,
CHAIR

ATTEST:


GREG THOMPSON,
DEPUTY CITY MANAGER /
COMMUNITY DEVELOPMENT DIRECTOR



CITY COUNCIL OF THE CITY OF ATWATER

ORDINANCE NO. CS XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER ADOPTING ZONING ORDINANCE TEXT AMENDMENT NO. 24-23-0100 AMENDING CHAPTER 17.16: “LOW DENSITY RESIDENTIAL DISTRICTS” OF THE ATWATER MUNICIPAL CODE TO ADD “R-1-5” (5,000 SQUARE FOOT LOTS) AS A SINGLE-FAMILY RESIDENTIAL DISTRICT.

WHEREAS, the City of Atwater wishes to enact programs, policies, and regulations in support of housing and residential development; and,

WHEREAS, the City of Atwater Municipal Code currently limits lot size(s) in zones for Low Density Residential Districts; and,

WHEREAS, in accordance with the General Plan Land Use Designation of “Low Density Residential (LDR)”, City staff submits Zoning Ordinance Text Amendment (ZOTA) 24-23-0100 for an amendment to Chapter 17.16: “Low Density Residential Districts” of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district; and,

WHEREAS, on October 16, 2024, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, the City’s General Plan provides a framework to enact the programs, policies, and regulations in support of such development; and

WHEREAS, this project is exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), “Review for Exemption”. This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.; and,

WHEREAS, the ZOTA will not have a detrimental effect on the health, safety, and welfare of the neighborhood, nor have any adverse effect on the community; and,

WHEREAS, the City Council finds that the following findings can be made for ZOTA No. 24-23-0100:

1. The proposed ordinance will ensure that all residential subdivision development projects submitted to the planning department continue to undergo review for consistency with the City's General Plan and the established development standards provided by the City of Atwater Municipal Code.
2. The proposed ordinance is consistent with the Atwater General Plan.
3. Adoption of the ordinance is exempt from CEQA review under CEQA guideline section 15061(b)(3).
4. The public hearing for this project has been adequately noticed and advertised.
5. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Atwater as follows:

SECTION 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. this project is exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), "Review for Exemption". This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.

SECTION 3. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan.

SECTION 4. Code Amendment. Chapter 17.16: "Low Density Residential Districts," of the Atwater Municipal Code is hereby amended and restated to read in its entirety as provided in "Exhibit A," attached hereto and incorporated herein by reference.

SECTION 5. Effective Date. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in a newspaper of general circulation printed and published in Merced County and circulated in Atwater, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

SECTION 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 1160 Fifth St, Atwater, CA 95301.

SECTION 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

INTRODUCED:

ADOPTED:

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

CHAPTER 17.16 - LOW DENSITY RESIDENTIAL DISTRICTS

17.16.010 - Purpose.

To protect the value and charm of the existing residential areas, and to promote health, safety, comfort, convenience, and the general welfare, the following single-family residential districts are established by this chapter:

R-E Residential Estate

R-1-10, R-1-8, R-1-6, and R-1-5.

17.16.020 - Principal permitted uses.

- A. One single-family dwelling per lot.
- B. Supportive housing as defined in Section [17.06.613](#).
- C. Transitional housing as defined in Section [17.06.627](#).

17.16.030 - Accessory uses.

Accessory buildings and uses customarily appurtenant to a single-family residence, such as:

- A. Garages, carports, off-street parking areas;
- B. Private swimming pools;
- C. Sheds for tools and garden equipment (see Section [17.16.080](#));
- D. Parabolic antennas;
- E. Living quarters for relatives, friends, or persons regularly employed on the premises, but not rented or otherwise conducted as a business, provided that no kitchen facilities are installed;
- F. Community care facilities;
- G. Occupations conducted away from home, when the residence is used only as business address. (See definitions: Home Occupation.)

17.16.040 - Conditional uses requiring a permit.

- A. Public and quasi-public buildings and uses of recreational, educational, religious, cultural, or public service types; not including corporation yards, storage, repair yards, warehouses and similar uses;
- B. Home occupations;
- C. A second unit with kitchen and bath facilities, if in compliance with [Chapter 17.28](#).
- D. Detached accessory structures greater than 500 square feet in size but cover less than 60 percent of the lot upon which it is constructed.

17.16.045 - Prohibited uses.

The maintenance of kennels, and storage for any commercial purpose shall be prohibited.

17.16.050 - Lot area, dimension, setbacks, density, and coverage.

The following minimum requirements shall be observed, except where increased for conditional uses, or by the Planning Commission or City Council to mitigate environmental impact.

	R-E	R-1-10	R-1-8	R-1-6	R-1-5
Minimum Lot Area per dwelling unit (sq. ft.)	16,000	10,000	8,000	6,000	5,000
Minimum Lot Width (feet), Interior Lot	110	100	80	60	50
Minimum Lot Width (feet), Corner Lot	110	100	80	70	60
Minimum Lot Depth	130	100	100	100	100
Minimum Front yard Setback (exterior)	20	20	20	20	10
Minimum Rear yard Setback	20	20	20	15	5
Minimum Side yard Setback (interior)	10	10	5	5	5
Minimum Side yard Setback, Corner Lot					
Abutting a front yard	20	20	15	15	10
Abutting a side yard	10	10	10	10	2
Minimum Landscaped or open recreational area	30 percent	30 percent	30 percent	30 percent	25 percent

17.16.055 - Exceptions to setback requirements.

Setback requirements along major arterials shall supersede the requirements of this chapter.

- A. To offset the monotonous building setbacks, a property owner may choose to reduce the front yard setback by up to three feet, but shall be required to have the same number of feet added to the regular rear yard by the same number of feet.

If a property owner chooses to give an additional three feet or less in addition to the required front yard setback, he may reduce the rear yard by the same number feet.

- B. Side yard for boat and RV parking. If the property owner adds an extra five feet to a five foot side yard requirement, in order to park vehicles behind the front yard setback, he may encroach by five feet into the rear yard setback.
- C. Single family residential setbacks for lots that front on a cul-de-sac bulb and have an average lot depth of less than 100 feet may encroach by up to five feet into the required front yard setback provided the garage be no closer than 20 feet to the property line.

- D. Attached unenclosed patio covers may encroach by ten feet into the required rear yard setback.

17.16.060 - Height of structures.

No building constructed in this zone shall exceed a height of 35 feet unless the following has occurred:

1. The Fire Marshal and Chief Building Official, or designees, have both approved the site plans, improvement plans, and/or other required submittals for the project; and
2. The Planning Commission makes all of the following findings:
 - A. The applicant has adequately demonstrated a need for the project to exceed 35 feet in building height that is related to the project's benefit to the community, or due to site constraints, or in order to achieve desired architectural qualities;
 - B. The project will be exemplary in its design;
 - C. The project design will complement and be compatible with the setting and the character of the neighboring properties with sensitivity to any adjacent federal, state, and City or other historic landmarks;
 - D. The project's proximity to railroads, airports, major freeways or highways, or other transportation hubs, stations, or centers will not interfere, impede, or otherwise disturb such transit services;
 - E. The project is consistent and compatible with the City's General Plan, Zoning Code, and other adopted specific plans and/or master plans;
 - F. Intended use of the project will enhance or promote the standard of living for City residents, and/or the local economy;
 - G. The project's proposed height would not adversely affect visual blockage of light, air, or cause intrusion of privacy to adjacent and surrounding properties;
 - H. The project is not detrimental to the health, safety, peace, comfort, and general welfare of persons or property in the neighborhood and surrounding environs, including without limitation, it will not affect emergency response times or services, nor seismic and/or structural integrity; and
 - I. The project's proposed building height does not impede pedestrian or vehicular accessibility along any public or private pathways, sidewalks, driveways or roadways, visually impede any safe use of the same, or otherwise present a hazard to pedestrian or vehicular use of the same.

Additional conditions of approval may be imposed by the Planning Commission relative to the project as it relates to this section.

17.16.065 - Fences.

Fences constructed from wood may not exceed seven feet in height on the interior property lines, but may not exceed three feet in height in exterior setbacks or within the clear-zone. A

chainlink fence without slats or similar type, which does not block the view, may be four feet high within exterior setbacks. On all corner lots, exterior side yard fence constructed from wood may be seven feet in height, set back ten feet from the property line.

17.16.070 - Exterior yards or setbacks.

An exterior yard or setback shall be identified as follows: All yards adjacent to a public right-of-way shall be exterior yards.

17.16.080 - Other required conditions.

- A. Off-street parking as required elsewhere in this title.
- B. Clear zone: On corner lots, the maximum height within 25 feet of that point of the lot nearest to the street intersection may not exceed three feet, and provided further, that no fence, hedge, wall or other natural or structural object shall in any way impair visibility at intersections in such a manner as to endanger life, health, or property.
- C. Landscaping shall not obscure ingress or egress of neighboring properties so as to endanger health and safety.
- D. Distance between main buildings shall be a minimum of ten feet, unless fire or building code require a larger distance.
- E. Zero lot line may be established in Planned Development zones and in new development in compliance with Article 16, Subdivision Ordinance of the Atwater Municipal Code.
- F. Detached accessory buildings shall not exceed a height of 16 feet to the highest point of the roof, and shall not encroach on any exterior yard setback, and may not be placed within five feet of the interior rear or side property line.
- G. Accessory buildings on through lots shall have not less than 20 feet to the rear property line.
- H. An accessory building or structure, which contains less than 120 square feet of projected roof area and is less than eight feet in overall height is exempt from the provisions of this chapter, provided that no such structure shall encroach on any exterior yard or easement, and that only one exempt structure is permitted per residential lot.
- I. Accessory structures shall not exceed 500 square feet in size or cause greater than 60 percent lot coverage (for accessory structures exceeding 500 square feet in size see [Section 17.16.040](#)).
- J. Reserved.
- K. Distance between main buildings and detached accessory buildings/structures shall be a minimum of five feet unless fire or building codes require a larger distance.

17.16.090 - Reserved.

Editor's note— [Ord. CS 1059](#), § 1, adopted March 27, 2023, repealed § 17.16.090, which pertained to site plan and design review.



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: October 28, 2024
TO: Mayor and City Council
FROM: Greg Thompson, Deputy City Manager/Community Development Director
PREPARED BY: Kayla Rashad, Administrative Assistant
SUBJECT: **Waive the First Reading by Title Only, and Introduce an Ordinance Approving Zoning Ordinance Text Amendment No. 24-28-0100 Amending Chapter 17.28 "Accessory Dwelling Units" of the Atwater Municipal Code to Comply with recent changes in State law; and Finding the Action to be Statutorily Exempt from CEQA under section 21080.17 of the Public Resources Code** (Deputy City Manager/Community Development Director Thompson)

RECOMMENDED COUNCIL ACTION

Open the public hearing and receive any testimony from the public; and,

Close the public hearing; and,

Motion to make a finding that the project is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17; and,

Motion to waive the first reading by title only, and introduce Ordinance No. CS 1070 amending Chapter 17.28 "Accessory Dwelling Units" of the Atwater Municipal Code to comply with recent changes in State law.

I. BACKGROUND/ANALYSIS:

In recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amended various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs. In 2024, the California Legislature approved, and the Governor signed into law, two new bills — AB 2533 and SB 1211 — that further amend state ADU law as summarized below.

ANALYSIS:

AB 2533 – Unpermitted ADUs and JADUs

Subject to limited exceptions, existing state law prohibits a city from denying a permit to legalize an unpermitted ADU that was constructed before January 1, 2018, if the denial is based on the ADU not complying with applicable building, state, or local ADU standards. One exception allows a city to deny a permit to legalize if the city makes a written finding that correcting the violation is necessary to protect the health and safety of the public or the occupants of the structure.

AB 2533 changes this by: (1) expanding the above prohibition to also include JADUs; (2) moving the construction-cutoff date from January 1, 2018, to January 1, 2020; and (3) replacing the above exception with a requirement that local agencies find that correcting the violation is necessary to comply with the standards specified in Health and Safety Code section 17920.3 (Substandard Buildings). (See amended Gov. Code, § 66332(a)–(f).)

SB 1211 – Replacement Parking Requirements; Multifamily ADUs

Replacement Parking

Existing state law prohibits the City from requiring off-street parking spaces to be replaced when a garage, carport, or covered parking structure is demolished in conjunction with the construction of, or conversion to, an ADU.

SB 1211 amends this prohibition to now also prohibit a city from requiring replacement parking when an uncovered parking space is demolished for or replaced with an ADU. (See amended Gov. Code, § 66314(d)(11).)

Multifamily ADUs

SB 1211 further defines *livable space* in connection with converted ADUs inside a multifamily dwelling structure. Existing state law requires the City to ministerially approve qualifying building-permit applications for ADUs within “portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages” The term “livable space” is not defined by existing state ADU law.

SB 1211 changes this by adding a new definition: “‘Livable space’ means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.” (See amended Gov. Code, § 66313(e).)

SB 1211 also increases the number of detached ADUs that lots with an existing multifamily dwelling can have. Existing state law allows a lot with an existing or

proposed multifamily dwelling to have up to two detached ADUs.

Under SB 1211, a lot with an *existing* multifamily dwelling can have up to eight detached ADUs, or as many detached ADUs as there are primary dwelling units on the lot, whichever is less. (See amended Gov. Code, § 66323(a)(4)(A)(ii).) SB 1211 does not alter the number of ADUs that a lot with a *proposed* multifamily dwelling can have — the limit remains at two. (See amended Gov. Code, § 66323(a)(4).)

II. FISCAL IMPACTS:

No negative fiscal impacts are anticipated with the approval of this project. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

Both AB 2533 and SB 1211 take effect January 1, 2025. To remain valid, the City’s ADU ordinance must comply with requirements imposed by AB 2533 and SB 1211. Adopting the proposed ordinance ensures that the City’s ADU ordinance will be valid under AB 2533 and SB 121.

The proposed ordinance does not conflict with any policies of the General Plan or other City policies or guidelines.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

An interdepartmental routing sheet was sent to all required departments and affected agencies for review, and their comments and conditions have been incorporated.

VII. PUBLIC PARTICIPATION:

The public hearing was adequately noticed and advertised for the regularly scheduled City Council hearing. The public will have the opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

Under California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the Government Code, which is California’s ADU law, and which also regulates JADUs, as defined by section 66313. Therefore, the adoption of the proposed ordinance is statutorily exempt from CEQA in that it

Agenda Report - Waive the First Reading by Title Only, and Introduce an Ordinance Approving Zoning Ordinance Text Amendment No. 24-28-0100 Amending Chapter 17.28 "Accessory Dwelling Units" of the Atwater Municipal Code to Comply with recent changes in State law; and Finding the Action to be Statutorily Exempt from CEQA under section 21080.17 of the Public Resources Code (Deputy City Manager/Community Development Director Thompson) Page 4

implements state ADU law.

IX. STEPS FOLLOWING APPROVAL:

The second reading and adoption of the ordinance will be scheduled for the next regular City Council meeting.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. RSO 0259-24 Resolution Signed
2. Ordinance No. CS 1070
3. Exhibit A



PLANNING COMMISSION OF THE CITY OF ATWATER

RESOLUTION NO. 0259-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ATWATER RECOMMENDING THE CITY COUNCIL ADOPT ZONING ORDINANCE TEXT AMENDMENT NO. 24-28-0100 AMENDING CHAPTER 17.28: "ACCESSORY DWELLING UNITS" OF THE ATWATER MUNICIPAL CODE TO COMPLY WITH RECENT CHANGES IN STATE LAW AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17.

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"); and,

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2024, the California Legislature approved, and the Governor signed into law, Assembly Bill 2533 ("AB 2533") and Senate Bill 1211 ("SB 1211"), which further amend state ADU law; and,

WHEREAS, AB 2533 and SB 1211 take effect on January 1, 2025, and for the City's ADU ordinance to remain valid, it must be amended to reflect the requirements of AB 2533 and SB 1211; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect AB 2533's and SB 1211's changes to state law; and

WHEREAS, the Planning Commission held a duly noticed public hearing as required by law on October 16, 2024; and,

WHEREAS, this project is statutorily exempt from California Environmental Quality Act (CEQA) under Public Resources Code § 21080.17; and,

WHEREAS, ___ person(s) spoke in favor of the ordinance, ___ person(s) spoke in opposition of the ordinance, and ___ written comment(s) have been submitted either in opposition or in favor of the ordinance; and,

WHEREAS, the ZOTA will not have a detrimental effect on the health, safety, and welfare of the neighborhood, nor have any adverse effect on the community; and,

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and,

WHEREAS, the Planning Commission finds that the following findings can be made for ZOTA No. 24-28-0100:

1. The proposed ordinance is consistent with the Atwater General Plan.
2. Adoption of the resolution recommending the City Council adopt the proposed ordinance is statutorily exempt from CEQA under Public Resources Code § 21080.17.
3. The public hearing for this project has been adequately noticed and advertised.
4. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Atwater does hereby recommend that the City Council adopt ZOTA No. 24-28-0100 as follows:

SECTION 1. Incorporation. The recitals above are true and correct and are each incorporated by reference and adopted as findings by the Planning Commission.

SECTION 2. CEQA. The Planning Commission recommends that the City Council find that, under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313. Therefore, adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.

SECTION 3. General Plan. The Planning Commission hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

SECTION 4. Recommendation. Given the foregoing, and based on the entire record before the Planning Commission, the Planning Commission hereby recommends that the City Council adopt the ordinance attached hereto as "Draft Ordinance" and the draft code amendment attached hereto as "Exhibit A."

SECTION 5. Effective Date. This Resolution takes effect immediately upon adoption.

SECTION 6. Certification; Records. The Planning Commission Secretary shall attest as to the adoption of this Resolution and cause the same to be maintained in the permanent records of the City.

The foregoing resolution is hereby adopted this 16th day of October, 2024.

AYES:

NOES:

ABSENT:

APPROVED:


DON BORGWARDT,
CHAIR

ATTEST:


GREG THOMPSON,
DEPUTY CITY MANAGER /
COMMUNITY DEVELOPMENT DIRECTOR



CITY COUNCIL OF THE CITY OF ATWATER

ORDINANCE NO. CS XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER ADOPTING ZONING ORDINANCE TEXT AMENDMENT NO. 24-23-0100 AMENDING CHAPTER 17.16: “LOW DENSITY RESIDENTIAL DISTRICTS” OF THE ATWATER MUNICIPAL CODE TO ADD “R-1-5” (5,000 SQUARE FOOT LOTS) AS A SINGLE-FAMILY RESIDENTIAL DISTRICT.

WHEREAS, the City of Atwater wishes to enact programs, policies, and regulations in support of housing and residential development; and,

WHEREAS, the City of Atwater Municipal Code currently limits lot size(s) in zones for Low Density Residential Districts; and,

WHEREAS, in accordance with the General Plan Land Use Designation of “Low Density Residential (LDR)”, City staff submits Zoning Ordinance Text Amendment (ZOTA) 24-23-0100 for an amendment to Chapter 17.16: “Low Density Residential Districts” of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district; and,

WHEREAS, on October 16, 2024, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, the City’s General Plan provides a framework to enact the programs, policies, and regulations in support of such development; and

WHEREAS, this project is exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), “Review for Exemption”. This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.; and,

WHEREAS, the ZOTA will not have a detrimental effect on the health, safety, and welfare of the neighborhood, nor have any adverse effect on the community; and,

WHEREAS, the City Council finds that the following findings can be made for ZOTA No. 24-23-0100:

1. The proposed ordinance will ensure that all residential subdivision development projects submitted to the planning department continue to undergo review for consistency with the City's General Plan and the established development standards provided by the City of Atwater Municipal Code.
2. The proposed ordinance is consistent with the Atwater General Plan.
3. Adoption of the ordinance is exempt from CEQA review under CEQA guideline section 15061(b)(3).
4. The public hearing for this project has been adequately noticed and advertised.
5. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Atwater as follows:

SECTION 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. this project is exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), "Review for Exemption". This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.

SECTION 3. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan.

SECTION 4. Code Amendment. Chapter 17.16: "Low Density Residential Districts," of the Atwater Municipal Code is hereby amended and restated to read in its entirety as provided in "Exhibit A," attached hereto and incorporated herein by reference.

SECTION 5. Effective Date. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in a newspaper of general circulation printed and published in Merced County and circulated in Atwater, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

SECTION 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 1160 Fifth St, Atwater, CA 95301.

SECTION 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

INTRODUCED:

ADOPTED:

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

CHAPTER 17.28: “ACCESSORY DWELLING UNITS”

Section 17.28.010 Accessory Dwelling Units

- A. **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Chapter 13 of Division 1 of Title 7 of the California Government Code.
- B. **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
- (1) Deemed to be inconsistent with the city’s general plan and zoning designation for the lot on which the ADU or JADU is located.
 - (2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 - (3) Considered in the application of any local ordinance, policy, or program to limit residential growth.
 - (4) Required to correct a nonconforming zoning condition, as defined in subsection C(9) below. This does not prevent the city from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
- C. **Definitions.** As used in this section, terms are defined as follows:
- (1) “Accessory dwelling unit” or “ADU” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - (A) An efficiency unit, as defined by section 17958.1 of the California Health and Safety Code; and
 - (B) A manufactured home, as defined by section 18007 of the California Health and Safety Code.
 - (2) “Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.
 - (3) “Complete independent living facilities” means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

- (4) “Director” means the Community Development Director for the City of Atwater
- (5) “Efficiency kitchen” means a kitchen that includes all of the following:
 - (A) A cooking facility with appliances.
 - (B) A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.
- (6) “Junior accessory dwelling unit” or “JADU” means a residential unit that satisfies all of the following:
 - (A) It is no more than 500 square feet in size.
 - (B) It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 - (C) It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.
 - (D) If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
 - (E) It includes an efficiency kitchen, as defined in subsection C(4) above.
- (7) “Livable space” means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
- (8) “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (9) “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
- (10) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- (11) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- (12) “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

- (13) “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. **Approvals.** The following approvals apply to ADUs and JADUs under this section:

- (1) **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection E below, it is allowed with only a building permit in the following scenarios:
- (A) **Converted on Single-family Lot:** One ADU as described in this subsection D(1)(A) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
- (i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - (ii) Has exterior access that is independent of that for the single-family dwelling; and
 - (iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 - (iv) The JADU complies with the requirements of Government Code sections 66333 through 66339.
- (B) **Limited Detached on Single-family Lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection D(1)(A) above), if the detached ADU satisfies each of the following limitations:
- (i) The side- and rear-yard setbacks are at least four feet.
 - (ii) The total floor area is 800 square feet or smaller.
 - (iii) The peak height above grade does not exceed the applicable height limit in subsection E(2) below.
- (C) **Converted on Multifamily Lot:** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection D(1)(C), at least one converted ADU is allowed within an existing multifamily dwelling,

up to a quantity equal to 25 percent of the existing multifamily dwelling units.

- (D) **Limited Detached on Multifamily Lot:** No more than two detached ADUs on a lot with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies all of the following:
- (i) The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - (ii) The peak height above grade does not exceed the applicable height limit provided in subsection E(2) below.
 - (iii) If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

(2) **ADU Permit.**

- (A) Except as allowed under subsection D(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections E and F below.
- (B) The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU-permit processing fee is determined by the director of community development and approved by the city council by resolution.

(3) **Process and Timing.**

- (A) An ADU permit is considered and approved ministerially, without discretionary review or a hearing.
- (B) The city must approve or deny an application to create an ADU or JADU within 60 days from the date that the city receives a completed application. If the city has not approved or denied the completed application within 60 days, the application is deemed approved unless either:
 - (i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - (ii) When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily

dwelling on the lot, the city may delay acting on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

- (C) If the city denies an application to create an ADU or JADU, the city must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection D(3)(B) above.
- (D) A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

E. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections D(1) or D(2) above:

(1) **Zoning.**

- (A) An ADU subject only to a building permit under subsection D(1) above may be created on a lot in a residential or mixed-use zone.
- (B) An ADU subject to an ADU permit under subsection D(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.
- (C) In accordance with Government Code section 66333(a), a JADU may only be created on a lot zoned for single-family residences.

(2) **Height.**

- (A) Except as otherwise provided by subsections E(2)(B) and E(2)(C) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.
- (B) A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

- (C) A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
 - (D) An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection E(2)(D) may not exceed two stories.
 - (E) For purposes of this subsection E(2), height is measured from existing legal grade or the level of the lowest floor, whichever is lower, to the peak of the structure.
- (3) **Fire Sprinklers.**
- (A) Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
 - (B) The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
- (4) **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.
- (5) **No Separate Conveyance.** An ADU or JADU may be rented, but, except as otherwise provided in Government Code section 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
- (6) **Septic System.** If the ADU or JADU will connect to an onsite wastewater-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- (7) **Owner Occupancy.**
- (A) ADUs created under this section on or after January 1, 2020 are not subject to an owner-occupancy requirement.
 - (B) As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement in this subsection E(7)(B) does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

- (8) **Deed Restriction.** Prior to issuance of a certificate of occupancy for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:
- (A) Except as otherwise provided in Government Code section 66341, the ADU or JADU may not be sold separately from the primary dwelling.
 - (B) The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
 - (C) The deed restriction runs with the land and may be enforced against future property owners.
 - (D) The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
 - (E) The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.
- (9) **Rent Reporting.** In order to facilitate the city's obligation to identify adequate sites for housing in accordance with Government Code sections 65583.1 and 66330, the following requirements must be satisfied:
- (A) With the building-permit application, the applicant must provide the city with an estimate of the projected annualized rent that will be charged for the ADU or JADU.
 - (B) Within 90 days after each January 1 following issuance of the building permit, the owner must report the actual rent charged for the ADU or JADU during the prior year. If the city does not receive the report within the 90-day period, the owner is in violation of this Code, and the city may

send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the city may enforce this provision in accordance with applicable law.

(10) **Building & Safety.**

- (A) **Must comply with building code.** Subject to subsection E(10)(B) below, all ADUs and JADUs must comply with all local building code requirements.
- (B) **No change of occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Enforcement Division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection E(10)(B) prevents the city from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

F. Specific ADU Requirements. The following requirements apply only to ADUs that require an ADU permit under subsection D(2) above.

(1) **Maximum Size.**

- (A) The maximum size of a detached or attached ADU subject to this subsection F is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms.
- (B) An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- (C) Application of other development standards in this subsection F, such as FAR or lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection F(1)(B) above or of an FAR, front setback, lot coverage limit, or open-space requirement may require the ADU to be less than 800 square feet.

(2) **Floor Area Ratio (FAR).** No ADU subject to this subsection F may cause the total FAR of the lot to exceed 45 percent, subject to subsection F(1)(C) above.

(3) **Setbacks.**

- (A) ADUs that are subject to this subsection F must conform to 4-foot side and rear setbacks. ADUs that are subject to this subsection F must conform to 25-foot front setbacks, subject to subsection F(1)(C) above.
- (B) No setback is required for an ADU that is subject to this subsection F if the ADU is constructed in the same location and to the same dimensions as an existing structure.

(4) **Lot Coverage.** No ADU subject to this subsection F may cause the total lot coverage of the lot to exceed 50 percent, subject to subsection F(1)(C) above.

(5) **Minimum Open Space.** No ADU subject to this subsection F may cause the total percentage of open space of the lot to fall below 50 percent, subject to subsection F(1)(C) above.

(6) **Passageway.** No passageway, as defined by subsection C(10) above, is required for an ADU.

(7) **Parking.**

- (A) Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection C(13) above.
- (B) Exceptions. No parking under subsection F(7)(A) is required in the following situations:
 - (i) The ADU is located within one-half mile walking distance of public transit, as defined in subsection C(12) above.
 - (ii) The ADU is located within an architecturally and historically significant historic district.
 - (iii) The ADU is part of the proposed or existing primary residence or an accessory structure under subsection D(1)(A) above.
 - (iv) When on-street parking permits are required but not offered to the occupant of the ADU.
 - (v) When there is an established car share vehicle stop located within one block of the ADU.
 - (vi) When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections F(7)(B)(i) through (v) above.

- (C) No Replacement. When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

(8) **Architectural Requirements.**

- (A) The materials and colors of the exterior walls, roof, and windows and doors must be the same as those of the primary dwelling.
- (B) The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
- (C) The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
- (D) The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
- (E) The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.
- (F) No window or door of the ADU may have a direct line of sight to an adjoining residential property. Each window and door must either be located where there is no direct line of sight or screened using fencing, landscaping, or privacy glass to prevent a direct line of sight.
- (G) All windows and doors in an ADU less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

(9) **Landscape Requirements.** Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels as follows:

- (A) At least one 15-gallon size plant must be provided for every five linear feet of exterior ADU wall. Alternatively, at least one 24" box size plant must be provided for every ten linear feet of exterior ADU wall.
- (B) Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least six feet in height may be installed.
- (C) All landscaping must be drought-tolerant.
- (D) All landscaping must be from the city's approved plant list.

- (10) **Historical Protections.** An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.
- (11) **Allowed Stories.** No ADU subject to this subsection F may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subparagraph E(2)(D) of this section.

G. **Fees.** The following requirements apply to all ADUs that are approved under subsections D(1) or D(2) above.

(1) **Impact Fees.**

- (A) No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection G(1), “impact fee” means a “fee” under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.
- (B) Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

(2) **Utility Fees.**

- (A) If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
- (B) Except as described in subsection G(2)(A), converted ADUs on a single-family lot that are created under subsection D(1)(A) above are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required.
- (C) Except as described in subsection G(2)(A), all ADUs that are not covered by subsection G(2)(B) require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the city. All utilities that are not provided by the city are subject to the connection and fee requirements of the utility provider.
 - (i) The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixtured units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.

- (ii) The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.

H. Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.

- (1) **Generally.** The city will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
- (2) **Unpermitted ADUs and JADUs constructed before 2020.**
 - (A) **Permit to Legalize.** As required by state law, the city may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:
 - (i) The ADU or JADU violates applicable building standards, or
 - (ii) The ADU or JADU does not comply with state ADU or JADU law or this ADU ordinance (section NN.NNN).
 - (B) **Exceptions:**
 - (i) Notwithstanding subsection H(2)(A) above, the city may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if the city makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code section 17920.3.
 - (ii) Subsection H(2)(A) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

- I. Nonconforming ADUs and Discretionary Approval.** Any proposed ADU or JADU that would otherwise be allowed under this section but that does not conform to the objective design or development standards set forth in subsections A through H of this section may be allowed by the city with a conditional use permit, in accordance with the other provisions of this title.



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: October 28, 2024
TO: Mayor and City Council
FROM: Greg Thompson, Deputy City Manager/Community Development Director
PREPARED BY: John Seymour, City Engineer
SUBJECT: **Approval and Adoption of an Amendment to the City of Atwater Improvement Standards and Specifications** (Deputy City Manager/Community Development Director Thompson)

RECOMMENDED COUNCIL ACTION

Motion to Adopt Resolution No. 3503-24 approving an amendment to update the Improvement standards and Specifications of the city of Atwater by repealing the current city standards listed here: DR-1, SCG-1, SCG-2, SCG-4, SCG-5, ST-3 and replacing them with the attached improvement standards. Adopt standard details ST-8, ST-9. Repeal standard details D-1, D-5; or

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

On June 28, 1982, the City of Atwater established a set of Public Improvement Standards and Specifications (PIS). The PIS is comprised of designs applicable to engineering structures that are commonly installed as part of infrastructure improvements or new developments within the City of Atwater. The PIS was based on the State of California Department of Transportation's "Standards and Specifications." The PIS has been amended several times since its establishment as the industry standards and the City of Atwater's needs change. Staff is proposing to amend the following City Improvement standards: DR-1, SCG-1, SCG-2, SCG-4, SCG-5, ST-3, adopt standards ST-8, ST-9 and repeal Standards D-1 and D-5.

Staff is looking to amend the cross-section standards for the following: DR-1 (residential driveway approach), SCG-1 (Rolled curb, gutter, sidewalk and Vertical Curb, gutter, and sidewalk), SCG-2 (Sidewalk Details), SCG-4 (Concrete Curb, gutter, and sidewalk construction standards), SCG-5 (Roll Curb to Vertical Curb Transition), ST-3 (Cul-de-sac and Knuckle Intersection), ST-8 (local streets and residential cul-de-sac), ST-9 (collector street back-up residential). The current city improvement standards and specifications require updating to accommodate new right-of-way standard details. DR-

1 will replace the current DR-1 and will update to the current ADA standards. Standard SCG-1 will add a rolled curb as an alternative to the currently adopted vertical curb standard. SCG-1 will also amend the current vertical curb standard, SCG-5 will provide transition details between rolled and vertical curbs. SCG-2 will provide additional details regarding sidewalk installation. SCG-4 will provide additional specifications for construction of curb, gutter, and sidewalk sections. Standard ST-3 will provide additional updates to the current roadway cul-de-sac (56' ROW and 60' ROW) along with revised knuckle intersection standards for the (56' and 60' ROW sections). Standard detail ST-8 will provide the city with a new 56' right-of-way section for residential streets whereas ST-9 will provide a new back-up or alternative 56' ROW street section. The adoption of new city standards will enable the city to explore various new residential developments.

II. FISCAL IMPACTS:

No negative fiscal impacts are anticipated with the approval of this project. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This Resolution will recommend to City Council the repealing of the current improvement standards: DR-1, SCG-1, SCG-2, SCG-4, SCG-5, ST-3 and replacing them with the attached revisions, adopting standards ST-8, ST-9, and repealing standards D-1, D-5.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all relevant departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments prior to City Council's action.

VIII. ENVIRONMENTAL REVIEW:

This item is not a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

IX. STEPS FOLLOWING APPROVAL:

Following adoption of Resolution 3503-24, City Council will direct the City Manager to incorporate the amendments into the City of Atwater Improvements Standards and

Specifications.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. RSO XXXX-24 Improvement Standards Update
2. CC Exhibit A



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE ATWATER CITY COUNCIL APPROVING AN AMENDMENT TO UPDATE THE IMPROVEMENT STANDARDS AND SPECIFICATIONS OF THE CITY OF ATWATER AMENDING STANDARDS: DR-1, SCG-1, SCG-2, SCG-4, SCG-5, ST-3, ADOPTING STANDARDS ST-8, ST-9, AND REPEALING STANDARDS D-1, D-5.

WHEREAS, at a duly noticed public hearing on October 16, 2024, the Planning Commission of the City of Atwater reviewed an Amendment to Update the Standard Plans and Specifications of the City of Atwater; and,

WHEREAS, this action consists of amending the following city standards: DR-1 (residential driveway approach), SCG-1 (Rolled curb, gutter, sidewalk and Vertical Curb, gutter, and sidewalk), SCG-2 (Sidewalk Details), SCG-4 (Concrete Curb, gutter, and sidewalk construction standards), SCG-5 (Roll Curb to Vertical Curb Transition), ST-3 (Cul-de-sac and Knuckle Intersection), adopting standards: ST-8 (local streets and residential cul-de-sac), ST-9 (collector street back-up residential), repealing standards D-1 (residential Driveway approach), D-5 (General Specifications-Driveway Approach) ; and,

WHEREAS, the proposed Standard Plans and Specifications Amendment and Update would not have a detrimental effect on the health, safety, and welfare of the neighborhood nor have any adverse effect on the community; and,

WHEREAS, the City Council determines that the following findings can be made for the Amendment and Update to the Standard Plans and Specifications in support of the project:

1. The public hearing for this Amendment and Update was adequately noticed and advertised.
2. Adoption of the resolution will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Atwater does hereby approve an amendment to update the Improvement Standards and Specifications of the City of Atwater.

The foregoing resolution is hereby adopted this 28th day of October 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

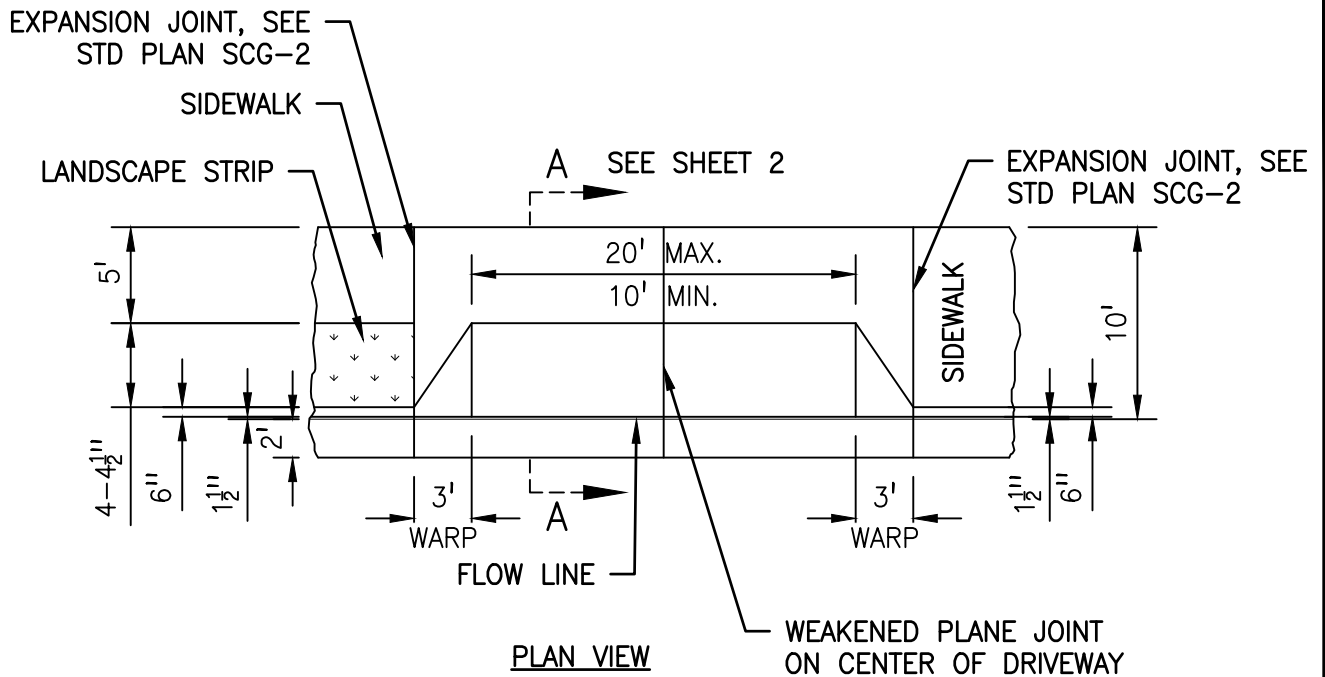
KORY J. BILLINGS, CITY CLERK

Exhibit A

City of Atwater Improvement Standards and Specifications Revision

City Council

10/28/2024

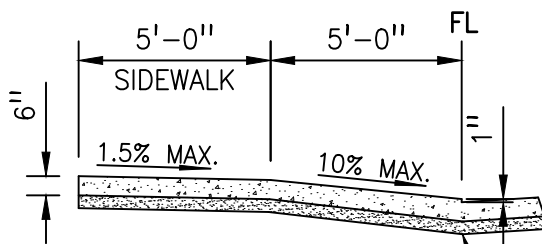
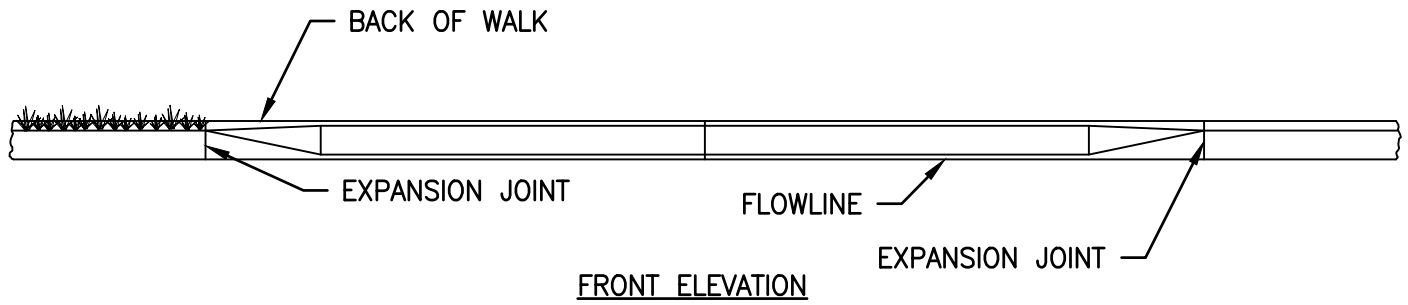


NOTES:

1. DRIVEWAY TO CONFORM WITH EXISTING SIDEWALK. ALL CONCRETE TO BE MINOR CONCRETE PER SECTION 90, CALTRANS STANDARD SPECIFICATIONS.
2. IF SIDEWALK IN BACK EXISTS WHERE NEW RAMP IS TO BE PLACED, IT SHALL BE REMOVED AND REPLACED WITH 6" THICK PORTLAND CEMENT CONCRETE.
3. DRIVEWAY RAMP SHALL BE AS WIDE AS EXISTING DRIVEWAY INTO YARD, ROUNDED UP TO NEXT EVEN FOOT (10'-0" MINIMUM).
4. IN EVENT OF OBSTRUCTIONS (E.G., POWER POLES, ETC.) WIDTH MAY BE MODIFIED TO MEET EXISTING CONDITIONS AS APPROVED BY THE CITY ENGINEER.
5. WHEN IT IS NOT POSSIBLE TO PROVIDE 2'-0" OF FULL HEIGHT CURB WITH STANDARD 3'-0" WARPS ON EITHER SIDE BETWEEN ADJACENT DRIVEWAYS, A COMMON DRIVEWAY MAY BE INSTALLED WITH APPROVAL OF THE CITY ENGINEER.
6. FINE HAIR LIGHT BROOM FINISH.
7. A VARIANCE TO MINIMUM OR MAXIMUM WIDTH REQUIRES CITY ENGINEER APPROVAL.
8. SEE STANDARD PLAN SCG-4 FOR CONSTRUCTION NOTES.

SHEET 1 OF 2

			RESIDENTIAL APPROACH DRIVEWAY		CITY OF ATWATER	
					STANDARD DETAIL	
			APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT		DRAWN: J.V.P	NO.
					DATE: 09.18.24	DR-1
REV.		BY			SCALE: N.T.S	

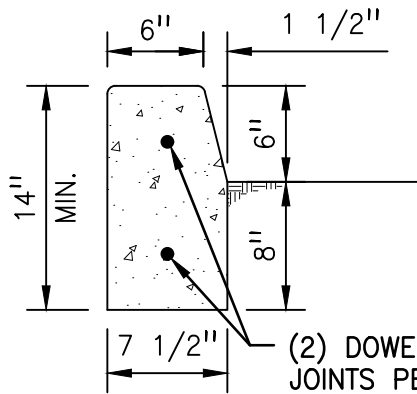


SECTION A-A

4" CLASS II AB UNDER DRIVEWAY, CURB, AND GUTTER, COMPACTED AT A MIN. RELATIVE COMPACTION OF 95%. SUBGRADE SHALL BE SCARIFIED AND COMPACTED TO A MIN. RELATIVE COMPACTION OF 95% FOR A DEPTH OF 6"

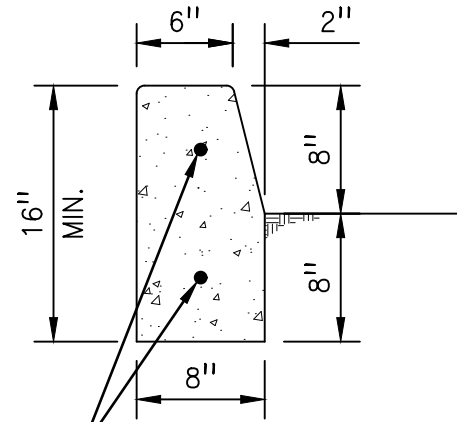
SHEET 2 OF 2

			RESIDENTIAL APPROACH DRIVEWAY		CITY OF ATWATER	
					STANDARD DETAIL	
			APPROVED _____		DRAWN:	J.V.P
					DATE:	09.18.24
REV.		BY	COMMUNITY DEVELOPMENT DEPARTMENT		SCALE:	N.T.S
						NO.
						DR-1

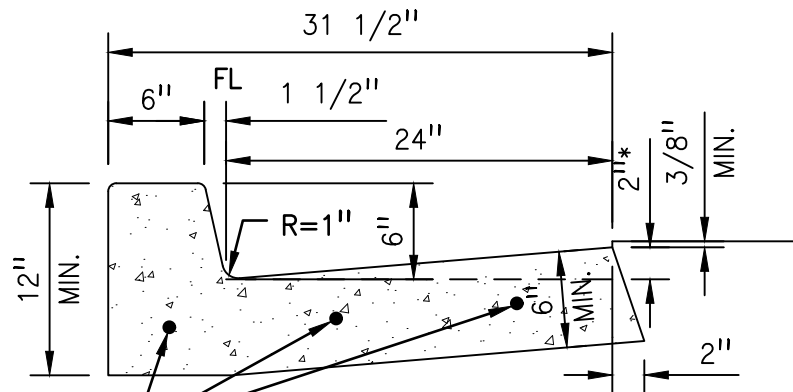


A1-6
VERTICAL CURB

(2) DOWELS AT EXPANSION JOINTS PER NOTE 6, SCG-4



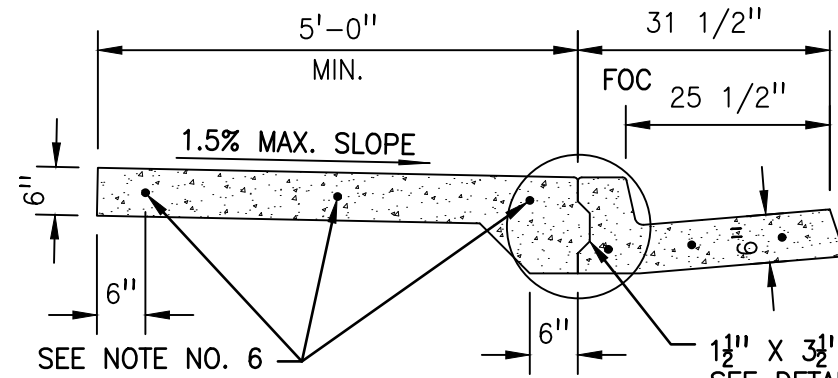
A1-8
MEDIAN CURB



(3) DOWELS AT EXPANSION JOINTS PER NOTE 6, SCG-4

A2-6
VERTICAL CURB & GUTTER

*VARIES AT CURB RAMPS

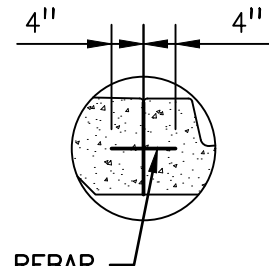


SEE NOTE NO. 6
(STD PLAN SCG-4)

A2-6 WITH SIDEWALK

1 1/2" X 3 1/2" KEY
SEE DETAILS THIS
SHEET FOR ALTERNATE
CONNECTION DETAIL

NO. 4 REBAR
@ 24" O.C.



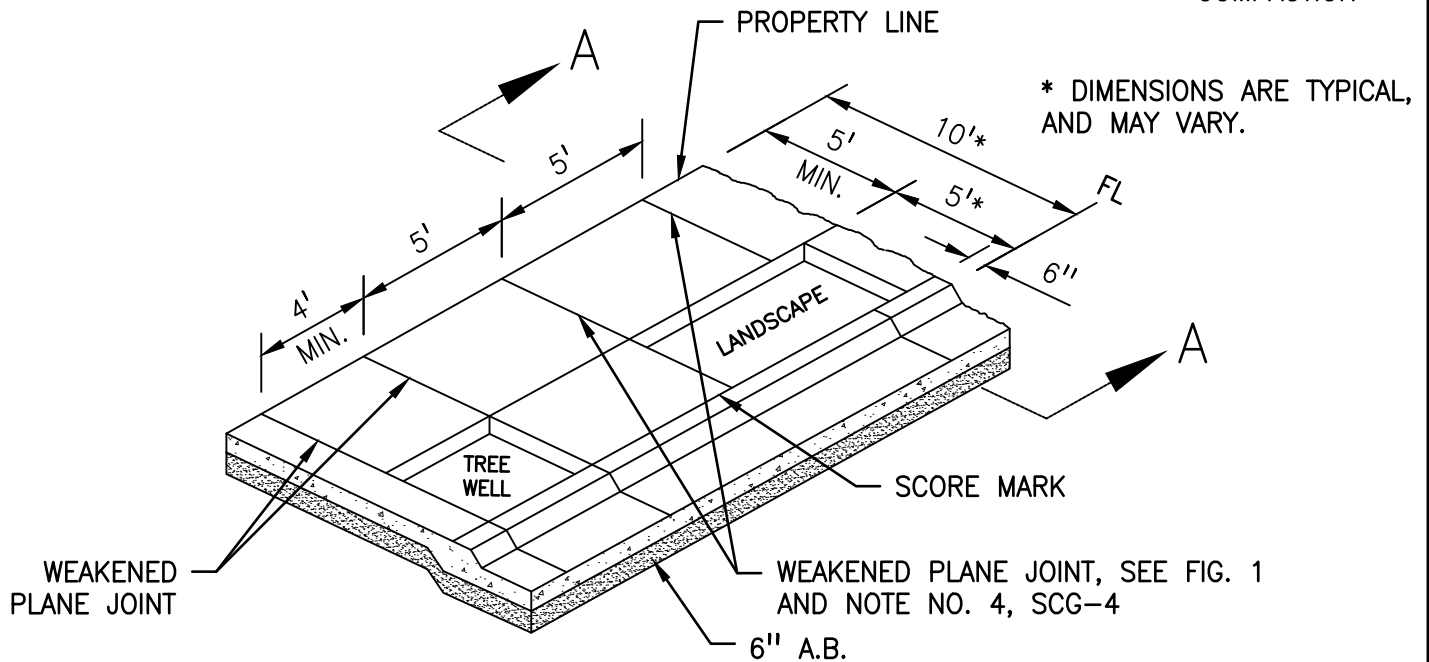
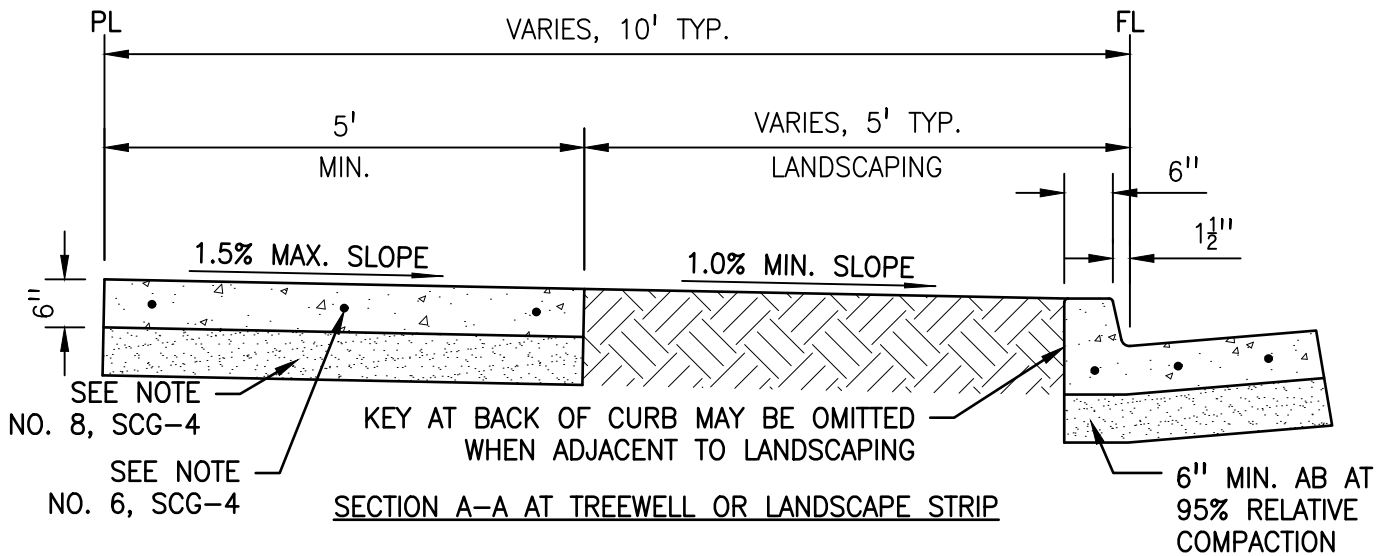
ALTERNATE CONNECTION

NOTES:

1. SEE STANDARD PLAN SCG-4 FOR CURB, GUTTER, AND SIDEWALK CONSTRUCTION NOTES.
2. NEITHER KEY NOR CONNECTING REBAR IS NECESSARY IF CURB & GUTTER ARE POURED MONOLITHICALLY WITH SIDEWALK.

SHEET 1 OF 2

VERTICAL CURB, GUTTER & SIDEWALK			CITY OF ATWATER STANDARD DETAIL		
REV.	BY	APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT	DRAWN:	J.V.P	NO.
			DATE:	09.17.24	SCG-1
			SCALE:	N.T.S	



VERTICAL CURB, GUTTER & SIDEWALK WITH TREE WELLS OR LANDSCAPING

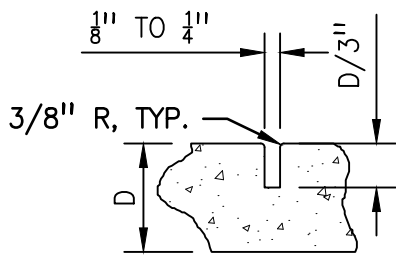
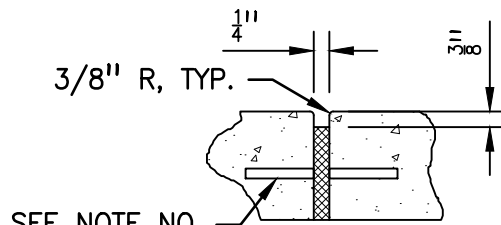


FIGURE 1
WEAKENED PLANE JOINT



SEE NOTE NO. 6, SCG-4

FIGURE 2
EXPANSION JOINT

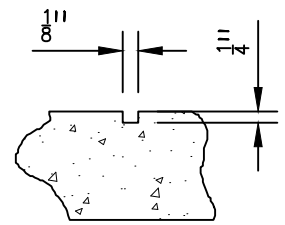


FIGURE 3
SCORE MARK

			SIDEWALK DETAILS		CITY OF ATWATER	
					STANDARD DETAIL	
			APPROVED _____		DRAWN: J.V.P	NO.
					DATE: 09.17.24	SCG-2
REV.		BY	COMMUNITY DEVELOPMENT DEPARTMENT		SCALE: N.T.S	

NOTES:

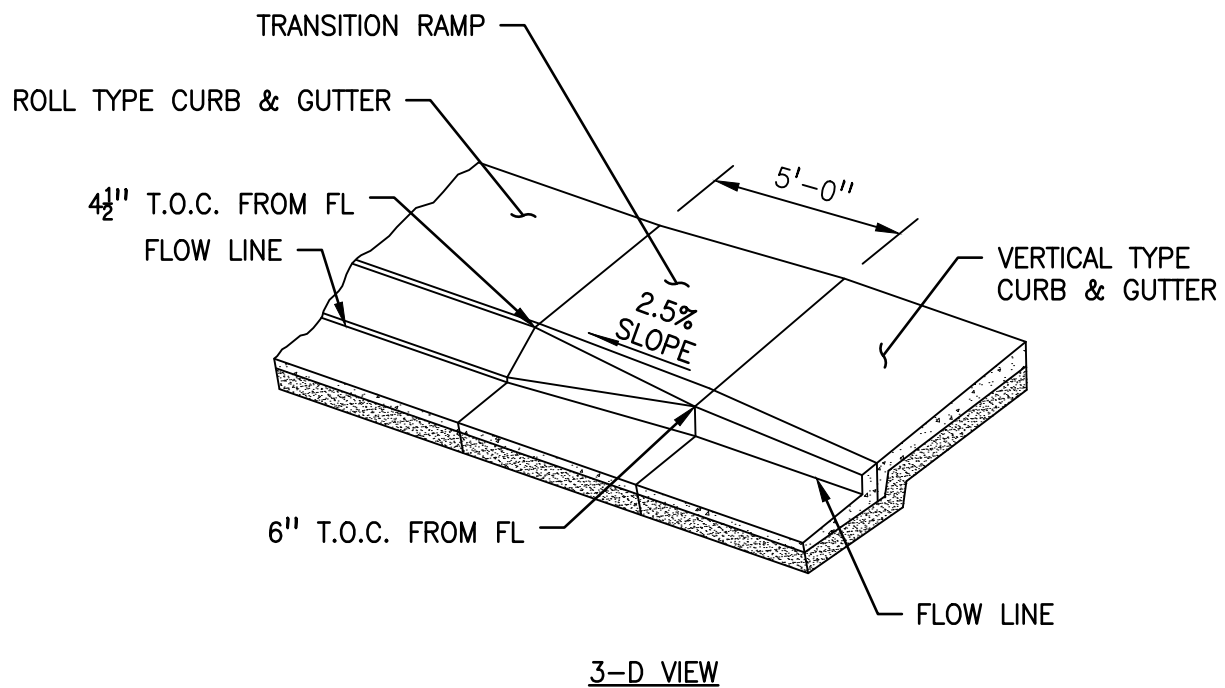
1. CURB, GUTTER, SIDEWALK, AND ALL P.C.C. FLATWORK SHALL HAVE A FINE HAIR LIGHT BROOM FINISH; CURB AND GUTTER PARALLEL TO THE FLOW LINE.
2. CONSTRUCT EXPANSION JOINTS 60' ON CENTER MAXIMUM, AND AT RETURNS, LIGHT POLES, HYDRANTS, CATCH BASINS, BOTH SIDES OF DRIVEWAYS, AND OTHER FIXED OBJECTS. USE 1/4" PREFORMED JOINT FILLER PER CALTRANS STANDARD SPECIFICATIONS.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE CURRENT CALTRANS STANDARD SPECIFICATIONS.
4. WEAKENED PLANE JOINTS, CONTRACTION JOINTS, AND EXPANSION JOINTS SHALL BE TOOLED OR FORMED, SAW CUTTING IS NOT ALLOWED.
5. INSTALL EXPANSION JOINTS, WEAKENED PLANE JOINTS AND SCORE MARKS AS INDICATED IN THE PLANS OR STANDARD DETAILS. SEE STANDARD PLAN SCG-2 FOR JOINT DETAILS.
6. PLACE 5/8" X 24" LONG STEEL DOWELS PER STANDARD DETAILS THROUGH EVERY EXPANSION JOINT, GREASED AND WRAPPED ON ONE SIDE.

SIDEWALKS: INSTALL DOWELS EVENLY SPACED AT 16" MAX., ON CENTER. OFFSET DOWELS A MINIMUM OF 6" FROM SIDEWALK EDGES. INSTALL A MINIMUM OF THREE DOWELS IN A 5-FOOT SIDEWALK, AND A MINIMUM OF 5 DOWELS IN AN 8-FOOT SIDEWALK.

VERTICAL CURB AND CURB & GUTTER: INSTALL DOWELS EVENLY SPACED AND CENTERED IN CONCRETE SECTION, WITH A MIN. CLEARANCE OF 3" FROM EDGES OF CONCRETE.

7. SIDEWALK CONSTRUCTION SHALL CONFORM TO SECTION 73, CALTRANS STANDARD SPECIFICATIONS, EXCEPT AS MODIFIED HEREIN.
8. FOR SIDEWALK CONSTRUCTION, PLACE 4" MINIMUM OF CLASS II AGGREGATE BASE UNDER THE CONCRETE AND COMPACT TO A MINIMUM OF 90%. SUBGRADE BENEATH AGGREGATE BASE SHALL BE SCARIFIED AND COMPACTED TO A MINIMUM OF 90% FOR A DEPTH OF 6".
9. SUB-GRADE BENEATH COMPACTED AGGREGATE BASE FOR CURB, GUTTER, AND DRIVEWAYS SHALL BE SCARIFIED AND COMPACTED TO A MINIMUM RELATIVE COMPACTION OF 95% TO A DEPTH OF 6".
10. ALL EDGES SHALL BE ROUNDED TO A 1/2" RADIUS UNLESS OTHERWISE NOTED.
11. CONCRETE AND OTHER CURB, GUTTER, SIDEWALK, DRIVEWAY, AND CURB RAMP MATERIALS SHALL COMPLY WITH SECTION 73-1.02 OF THE CALTRANS STANDARD SPECIFICATIONS. CONCRETE SHALL BE MINOR CONCRETE COMPLYING WITH SECTION 90 AND 73-1.02 OF THE CALTRANS STANDARD SPECIFICATIONS.
12. DEPRESS A 2" HIGH LETTER 'W', 'S', OR 'I' FOR WATER LATERAL, SEWER LATERAL, OR IRRIGATION SLEEVE LOCATION, 1/4" DEEP INTO THE FACE OF CURB TO IDENTIFY SERVICE LOCATIONS.
13. WATER SHALL BE USED TO ENSURE PROPER DRAINAGE OF GUTTERS AT BOTH THE FINAL WALK-THROUGH AND PRIOR TO THE EXPIRATION OF THE ONE-YEAR WARRANTY.
14. IN AN EXISTING STREET, WHENEVER THE CURB AND GUTTER ARE REMOVED, SAWCUT EXISTING STREET 2' OUT FROM LIP OF GUTTER MIN. & REPLACE WITH 8" DEEPLIFT OF ASPHALT CONCRETE, MIN., OR MATCHING EXISTING SECTION IF THICKER. STREET CUT SHALL EXTEND 1' MIN. BEYOND SAWCUT IN CURB AND GUTTER.
15. AN APPROVED SOIL STERILANT SHALL BE APPLIED TO ALL SUB-GRADE PRIOR TO CONSTRUCTION.
16. CURB RETURNS SHALL HAVE A 25' RADIUS UNLESS OTHERWISE DIRECTED OR APPROVED ON THE PLANS.
17. CURB, GUTTER AND SIDEWALK SHALL BE CONSTRUCTED AFTER ALL UNDERGROUND UTILITIES ARE IN PLACE IN NEW SUBDIVISIONS.
18. CONCRETE CURING SHALL BE PER SECTION 90 OF THE CALTRANS STANDARD SPECIFICATIONS. ALL CONCRETE SHALL BE TREATED WITH AN APPROVED WHITE-PIGMENTED CURING COMPOUND.

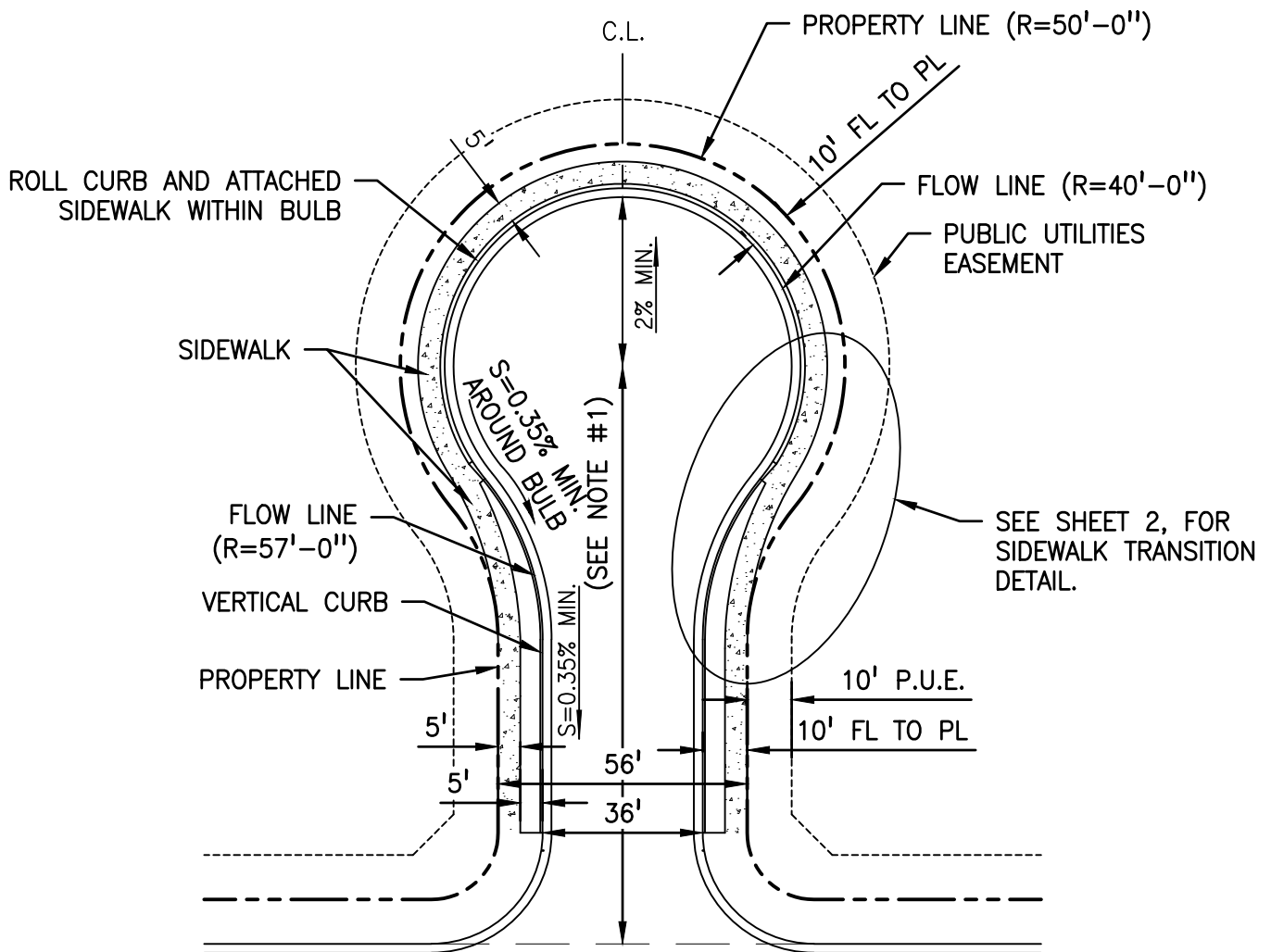
			CONCRETE CURB, GUTTER & SIDEWALK CONSTRUCTION STANDARDS	CITY OF ATWATER STANDARD DETAIL		
				DRAWN:	J.V.P	NO.
				DATE:	09.17.24	SCG-4
				SCALE:	N.T.S	
REV.		BY	APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT			



NOTES:

1. MINIMUM TRANSITION LENGTH IS 5'-0". IF LESS THAN 5'-0", CITY ENGINEER MUST APPROVE TRANSITION LENGTH.
2. TYPICAL LONGITUDINAL TRANSITION SLOPE IS 2.5%±. (MAXIMUM SHALL NOT EXCEED 5.0%)

			ROLL CURB TO VERTICAL CURB TRANSITION		CITY OF ATWATER STANDARD DETAIL	
					DRAWN:	J.V.P
			APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT		DATE:	09.18.24
					SCALE:	N.T.S
REV.		BY			NO. SCG-5	

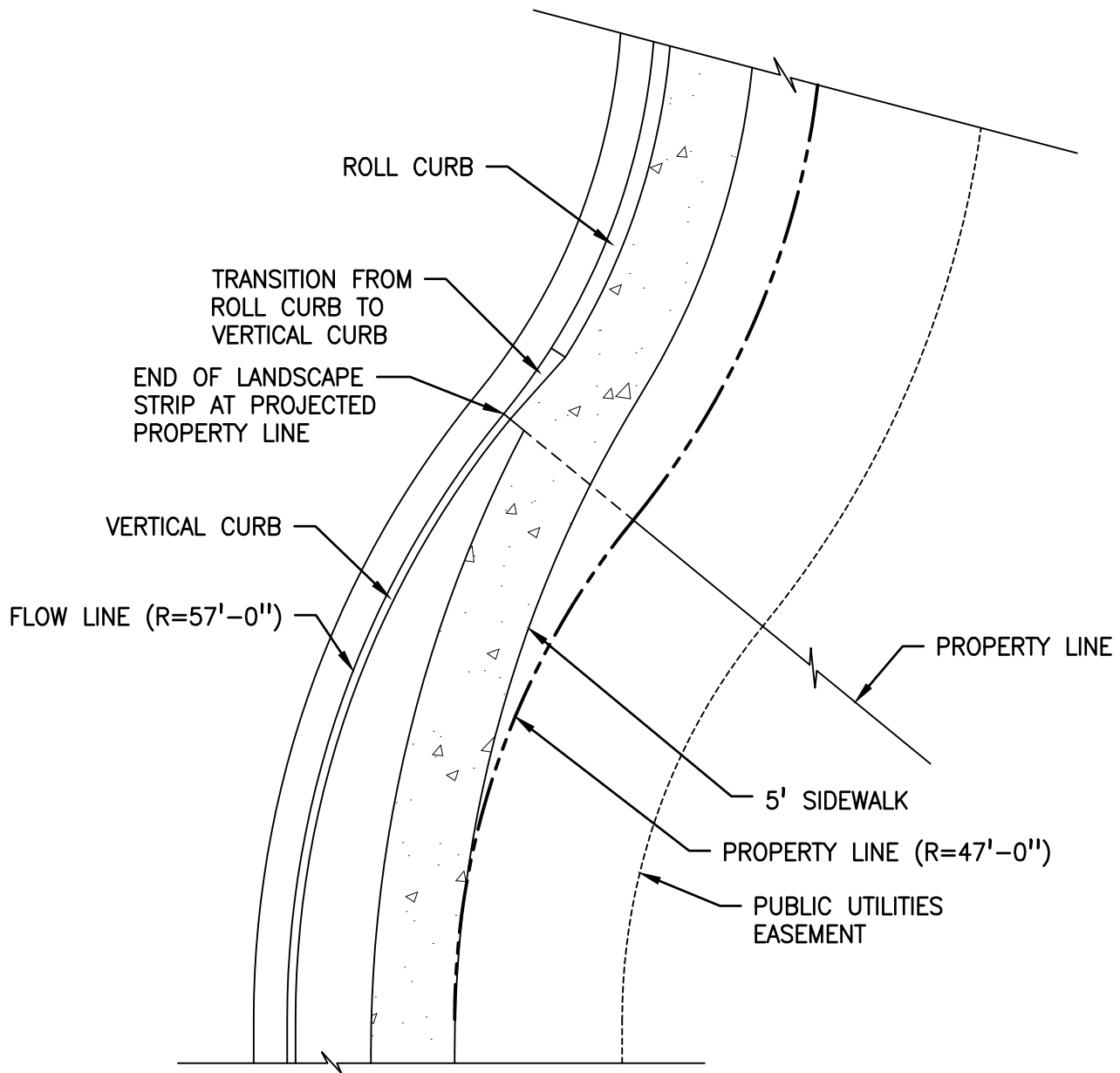


NOTES:

1. THE MAXIMUM LENGTH OF CUL-DE-SACS SHALL BE 500'-0" FROM FACE OF CURB TO THE CENTER OF BULB. ONLY IN INDUSTRIALLY ZONED AREAS MAY THE LENGTH BE INCREASED TO A MAXIMUM OF 1000'-0", PROVIDED THE FOLLOWING CRITERIA ARE MET:
 - A. STREET RIGHT-OF-WAY OF 60'-0" WITH 40'-0" BETWEEN CURBS.
 - B. TURN-AROUND CURB RADIUS OF 53'-0".
 - C. EMERGENCY ACCESS TO ANOTHER PUBLIC STREET MAY BE REQUIRED BY THE FIRE MARSHAL.
2. GUTTER SLOPE AROUND BULBS SHALL BE 0.35% MINIMUM.
3. BULBS MAY BE OFFSET TO EITHER SIDE.
4. A 10'-0" EASEMENT IS REQUIRED FOR PUBLIC UTILITIES AND STREET TREE PLANTING.
5. WATER MAINS MAY BE REQUIRED TO BE "LOOPED" BY THE CITY ENGINEER.

SHEET 1 OF 5

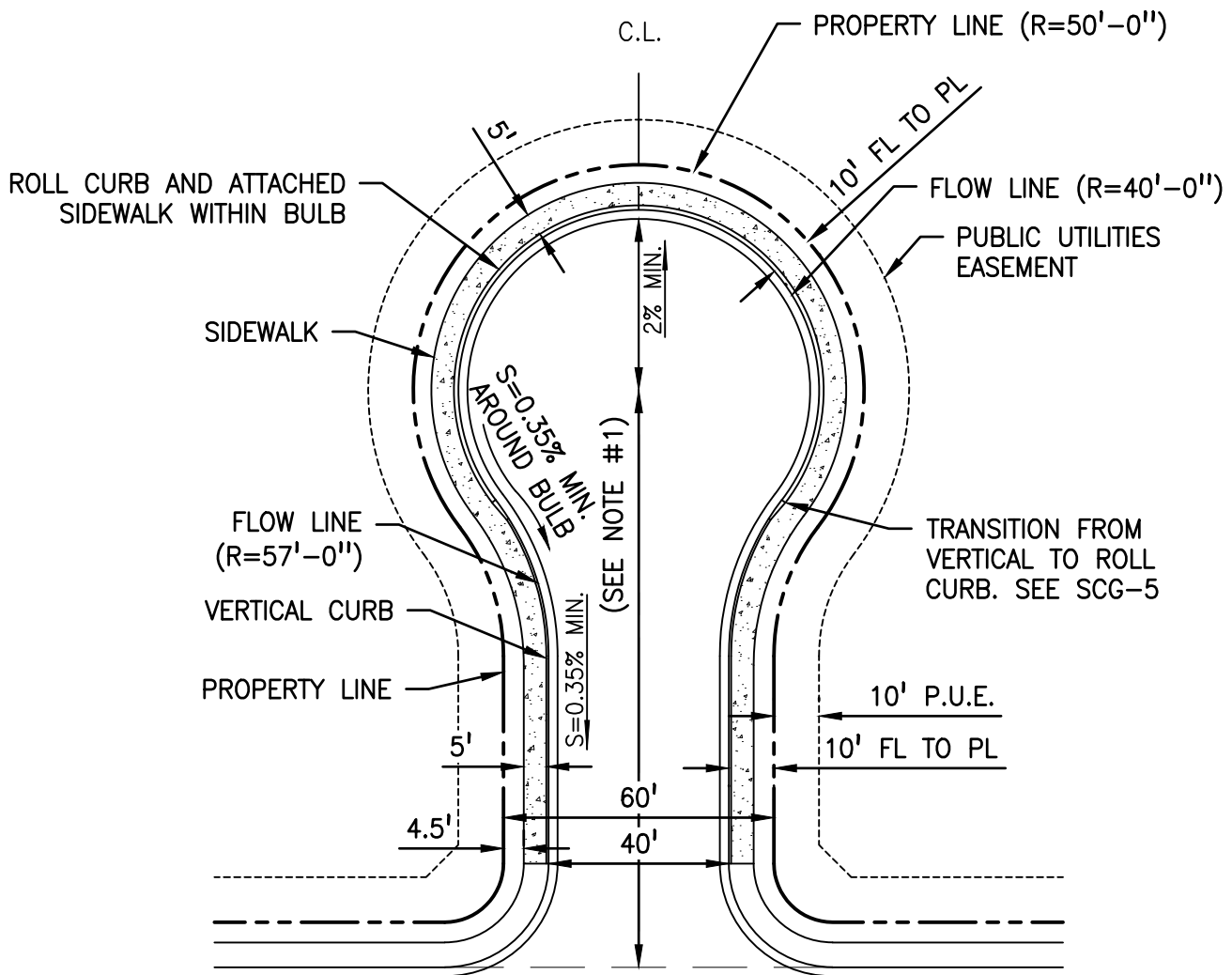
			MINIMUM STANDARD CUL-DE-SAC – 56’ R/W	CITY OF ATWATER STANDARD DETAIL		
				DRAWN:	J.V.P	NO.
				DATE:	09.20.24	ST-3
				SCALE:	N.T.S	
REV.		BY	APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT			



SIDEWALK TRANSITION DETAIL

SHEET 2 OF 5

			MINIMUM STANDARD CUL-DE-SAC	CITY OF ATWATER STANDARD DETAIL			
				APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT	DRAWN:	J.V.P	NO. ST-3
					DATE:	09.20.24	
REV.		BY			SCALE:	N.T.S	

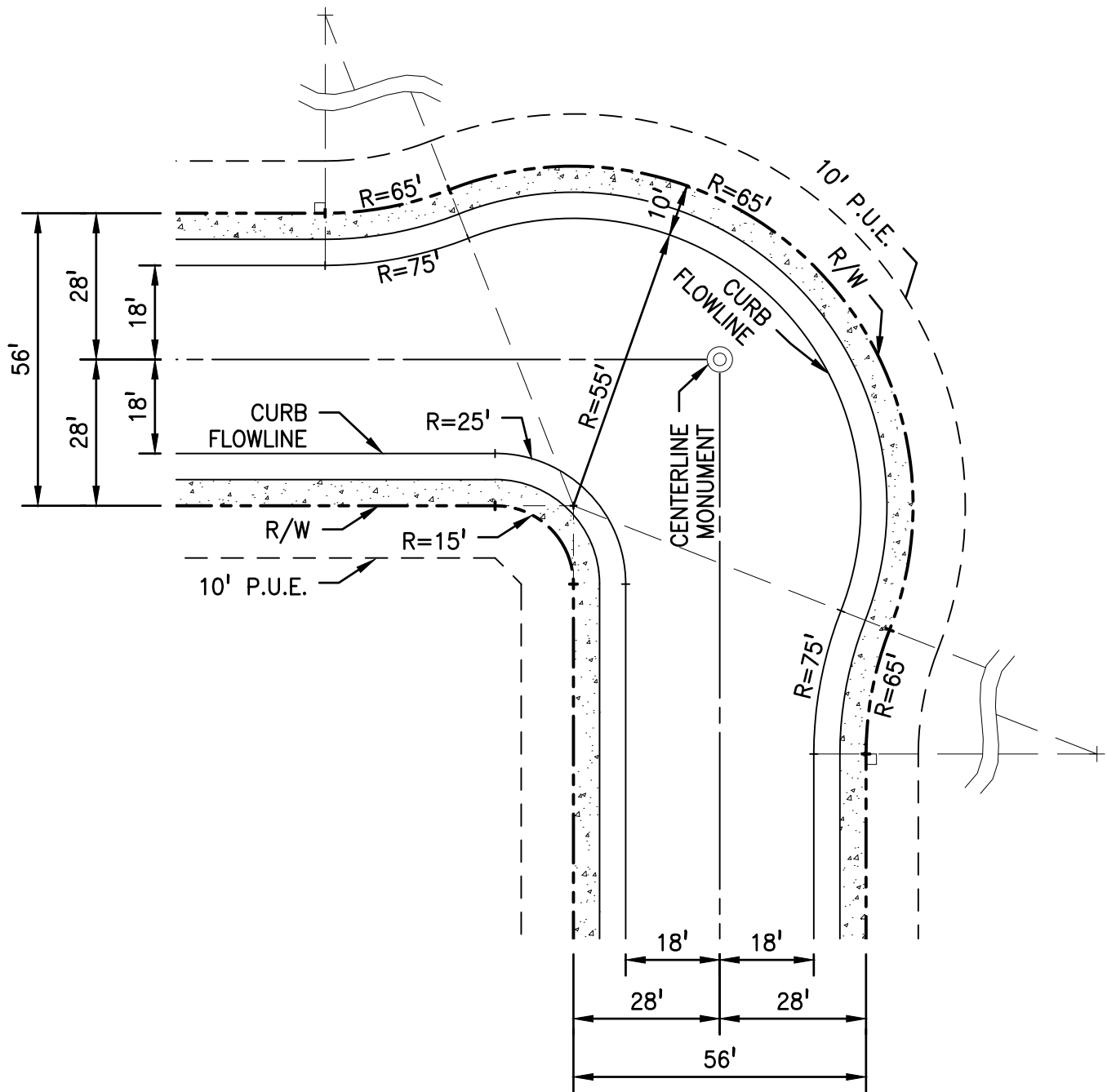


NOTES:

1. THE MAXIMUM LENGTH OF CUL-DE-SACS SHALL BE 500'-0" FROM FACE OF CURB TO THE CENTER OF BULB. ONLY IN INDUSTRIALLY ZONED AREAS MAY THE LENGTH BE INCREASED TO A MAXIMUM OF 1000'-0", PROVIDED THE FOLLOWING CRITERIA ARE MET:
 - A. STREET RIGHT-OF-WAY OF 60'-0" WITH 40'-0" BETWEEN CURBS.
 - B. TURN-AROUND CURB RADIUS OF 53'-0".
 - C. EMERGENCY ACCESS TO ANOTHER PUBLIC STREET MAY BE REQUIRED BY THE FIRE MARSHAL.
2. GUTTER SLOPE AROUND BULBS SHALL BE 0.35% MINIMUM.
3. BULBS MAY BE OFFSET TO EITHER SIDE.
4. A 10'-0" EASEMENT IS REQUIRED FOR PUBLIC UTILITIES AND STREET TREE PLANTING.
5. WATER MAINS MAY BE REQUIRED TO BE "LOOPED" BY THE CITY ENGINEER.

SHEET 3 OF 5

			MINIMUM STANDARD CUL-DE-SAC – 60’ R/W	CITY OF ATWATER STANDARD DETAIL			
				APPROVED _____	DRAWN:	J.V.P	NO. ST-3
					DATE:	09.20.24	
					SCALE:	N.T.S	
REV.		BY	COMMUNITY DEVELOPMENT DEPARTMENT				

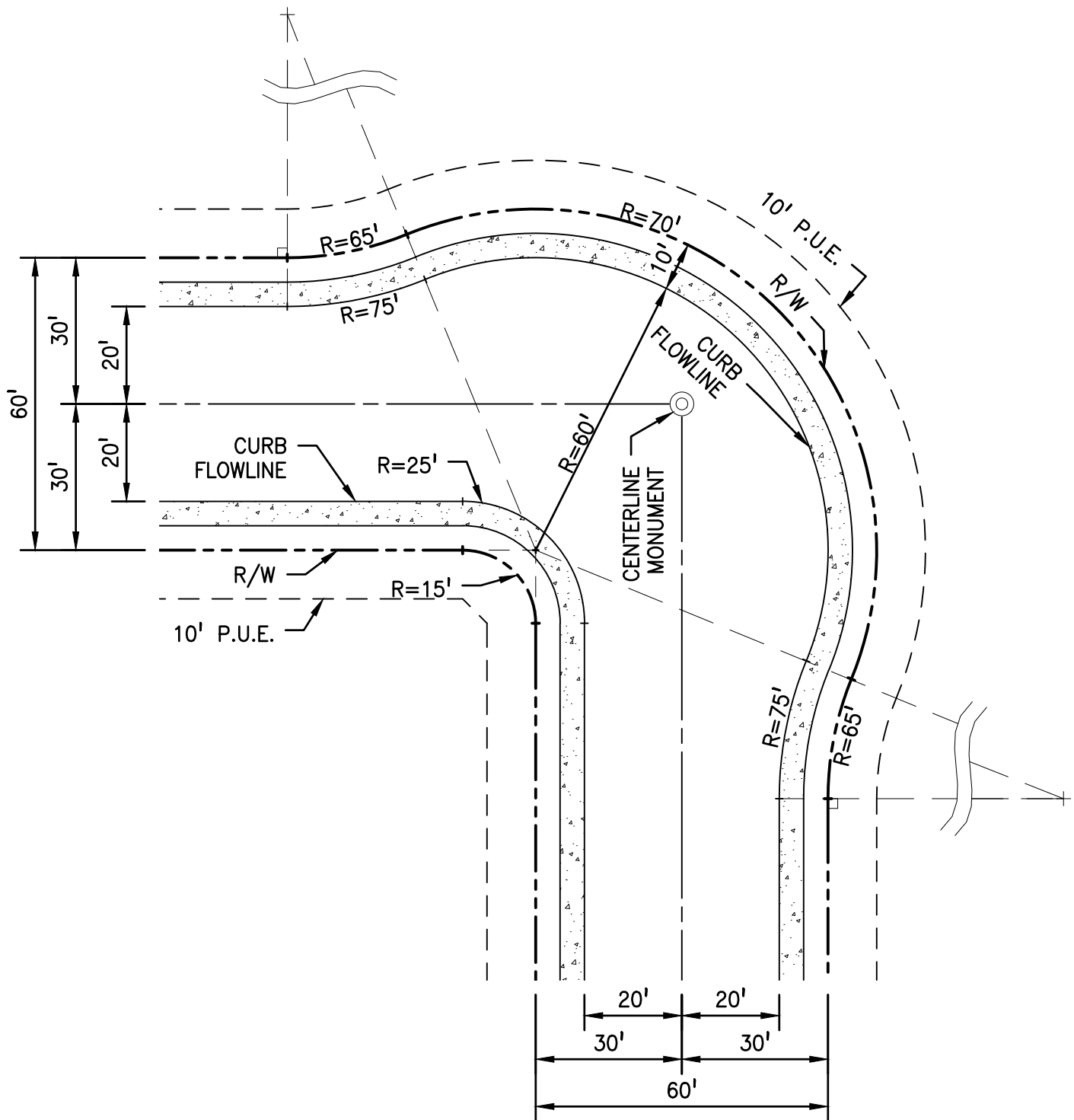


NOTES:

1. SUBMIT SPECIFIC DESIGN FOR R/W WIDTHS OTHER THAN 56'.
2. GUTTER SLOPE AROUND OUTER KNUCKLE FLOWLINE BULB AND REVERSE CURVES SHALL BE 0.35% MINIMUM.

SHEET 4 OF 5

			KNUCKLE INTERSECTION – 56' R/W	CITY OF ATWATER STANDARD DETAIL		
				DRAWN:	J.V.P	NO. ST-3
				DATE:	09.20.24	
				SCALE:	N.T.S	
REV.		BY	APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT			

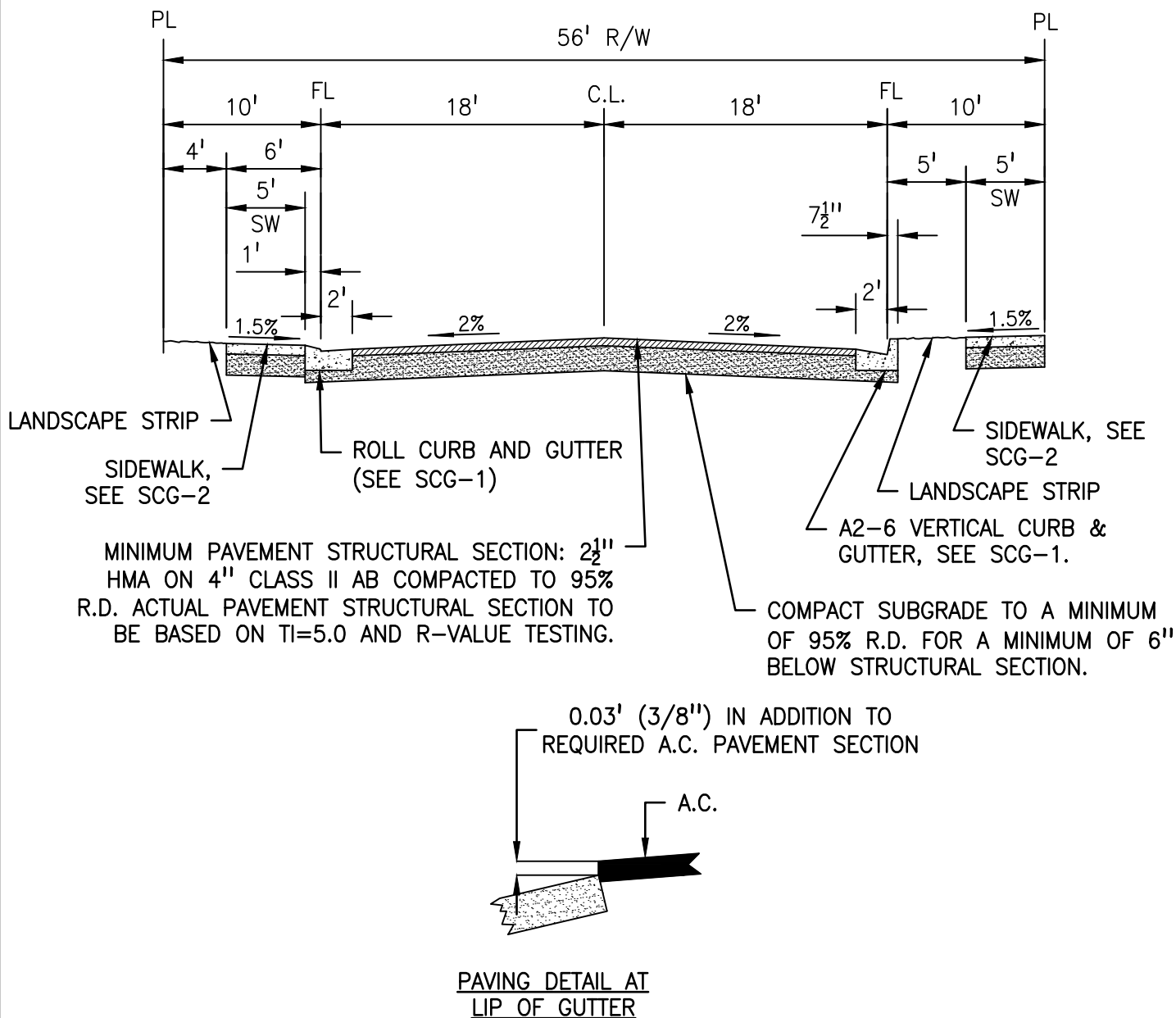


NOTES:

1. SUBMIT SPECIFIC DESIGN FOR R/W WIDTHS OTHER THAN 56' OR 60'.
2. GUTTER SLOPE AROUND OUTER KNUCKLE FLOWLINE BULB AND REVERSE CURVES SHALL BE 0.35% MINIMUM.

SHEET 5 OF 5

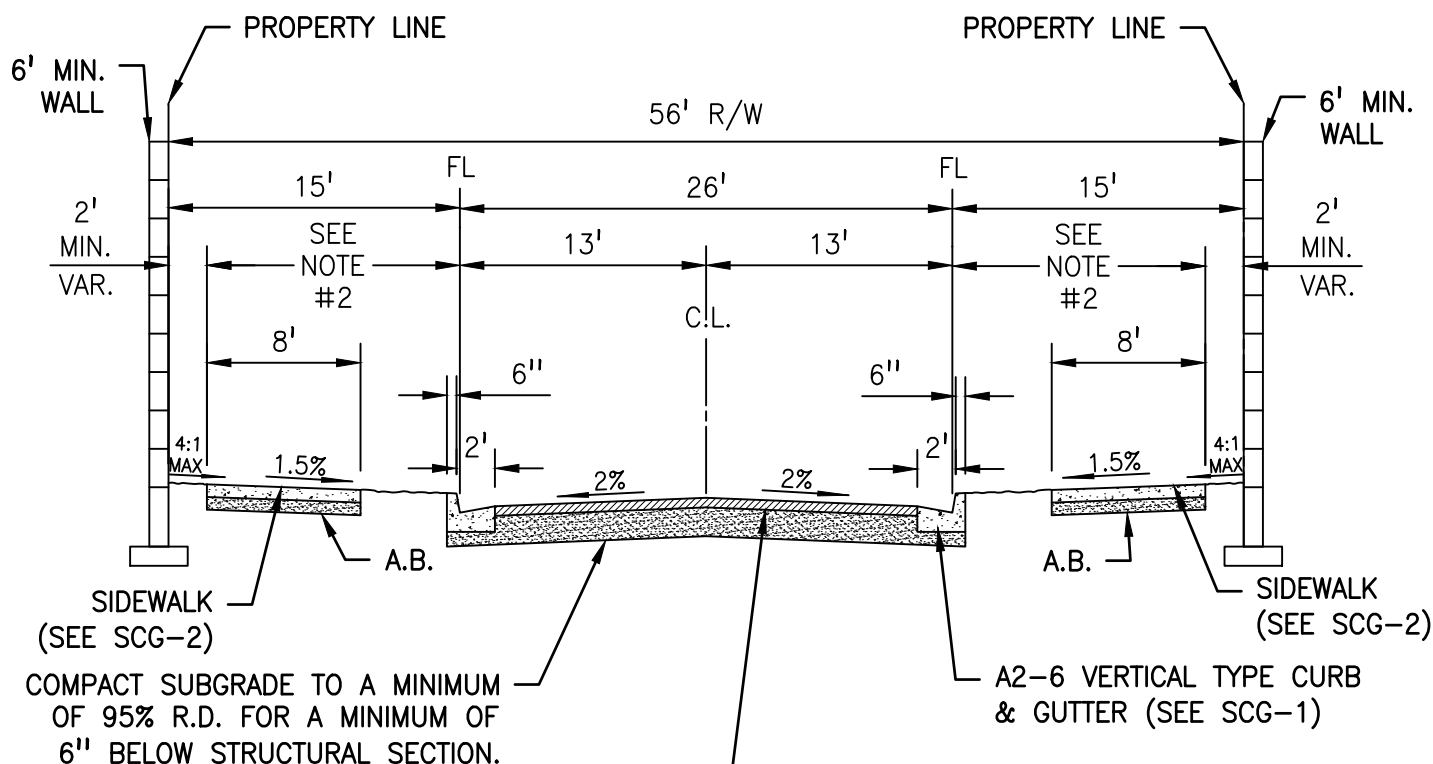
			KNUCKLE INTERSECTION – 60' R/W		CITY OF ATWATER	
					STANDARD DETAIL	
			APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT		DRAWN: J.V.P	NO.
					DATE: 09.20.24	ST-3
REV.		BY			SCALE: N.T.S	



NOTES:

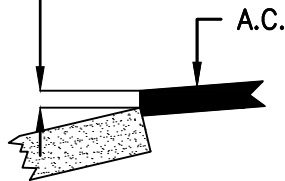
1. LOCAL RESIDENTIAL STREETS MAY BE CONSTRUCTED WITH EITHER ROLL CURB AND GUTTER OR VERTICAL CURB AND GUTTER.
2. CURB RETURNS, CURB RAMPS, AND CATCH BASINS SHALL BE CONSTRUCTED WITH VERTICAL CURB.

			LOCAL STREETS RESIDENTIAL AND CUL-DE-SACS	CITY OF ATWATER STANDARD DETAIL		
					DRAWN: J.V.P	NO.
					DATE: 09.18.24	ST-8
					SCALE: N.T.S	
REV.		BY	APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT			



MINIMUM PAVEMENT STRUCTURAL SECTION: $2\frac{1}{2}$ " HMA ON 5" CLASS II AB COMPACTED TO 95% R.D. ACTUAL PAVEMENT STRUCTURAL SECTION TO BE BASED ON TI=6.0 AND R-VALUE TESTING.

0.03' (3/8") IN ADDITION TO REQUIRED A.C. PAVEMENT SECTION



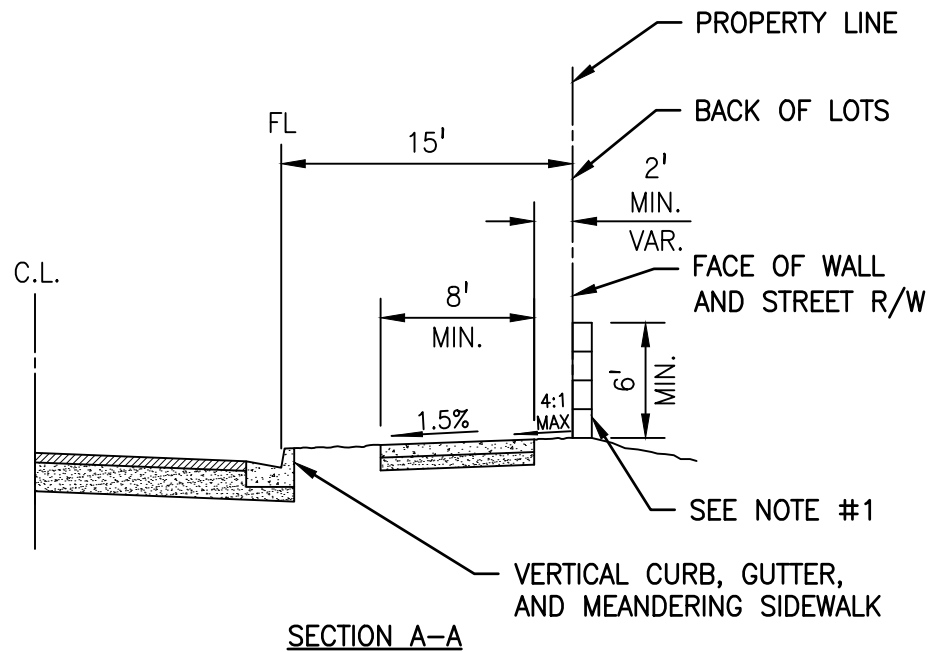
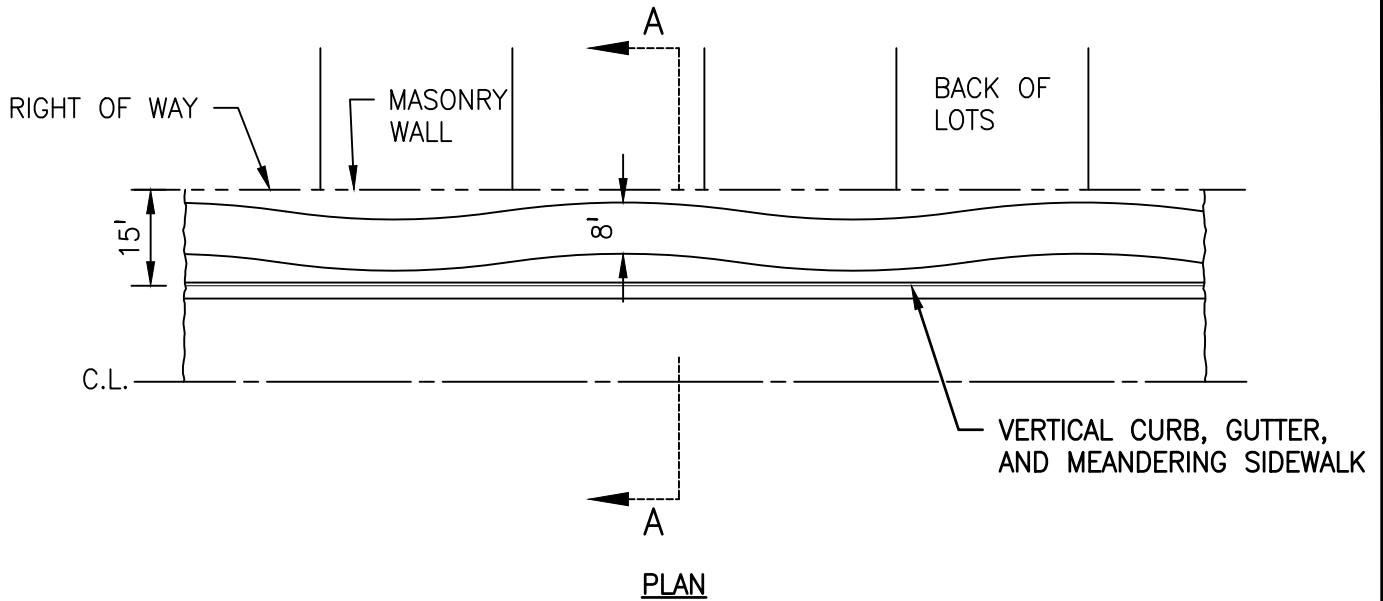
PAVING DETAIL AT LIP OF GUTTER

NOTES:

- ON-STREET PARKING IS PROHIBITED FOR THIS STREET TYPE.
- MEANDERING SIDEWALK TO MAINTAIN 2'-0" MINIMUM FROM PROPERTY LINE.
- IF HOUSES ARE ALLOWED TO FACE ONE SIDE OF BACK-UP RESIDENTIAL COLLECTOR, THAT HALF OF STREET SECTION SHALL MATCH LOCAL RESIDENTIAL STREET DESIGN AND THE STREET SECTION SHALL BE CLEARLY ILLUSTRATED ON THE TENTATIVE SUBDIVISION MAP.

SHEET 1 OF 2

			COLLECTOR STREET BACK-UP RESIDENTIAL	CITY OF ATWATER STANDARD DETAIL			
				APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT	DRAWN:	J.V.P	NO.
					DATE:	09.18.24	ST-9
REV.		BY			SCALE:	N.T.S	



NOTES:

1. MASONRY WALL TO RESTRICT ACCESS TO LOTS ADJACENT TO STREET RIGHT-OF-WAY AND PUBLIC OPEN SPACE SHALL BE CONSTRUCTED BY DEVELOPER/OWNER IN ACCORDANCE WITH CITY REQUIREMENTS AND SUBJECT TO THE APPROVAL OF THE CITY ENGINEER. PLANS TO PROVIDE ELEVATION AT BOTTOM OF WALL AND BACK OF WALK.

SHEET 2 OF 2

			IMPROVEMENTS FOR COLLECTOR STREET BACK-UP RESIDENTIAL	CITY OF ATWATER STANDARD DETAIL			
				APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT	DRAWN:	J.V.P	NO. ST-9
					DATE:	09.18.24	
					SCALE:	N.T.S	
REV.		BY					