

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

January 13, 2025

REGULAR SESSION: (Council Chambers)

CALL TO ORDER:

6:00 PM

INVOCATION:

PLEDGE OF ALLEGIANCE TO THE FLAG:

By Jaden Mesa, Juniper Elementary Student Body President

ROLL CALL: (City Council)

Ambriz _____, Cale _____, Raymond _____, Rochester _____, Nelson _____

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:

1. **Buhach Colony Men's Water Polo team**

Staff's Recommendation: That Mayor Pro Tem Cale on behalf on the City Council present certificates to the Buhach Colony Men's Water Polo Team for winning the Central California League of the Sac-Joaquin Section title and qualifying for the California Interscholastic Federation (CIF) Norcal playoffs.

2. **Oath of Office - Chief of Police**

Staff's Recommendation: That City Clerk Billings administer the ceremonial oath of office to the newly appointed Chief of Police: Richard McEachin.

3. **Mid Valley Disposal Verbal presentation**

Staff's Recommendation: That Mid Valley Disposal present their annual report and the 2024 Recycler of the Year Award.

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.

WARRANTS:

4. **a.) December 23, 2024**
b.) January 13, 2025

Staff's Recommendation: Acceptance of warrants as listed.

AGREEMENTS:

5. **Approve a General Services Agreement with Allways Towing, LLC for Police Special Tow Services** (Police Chief McEachin)

Staff's Recommendation: Adoption of Resolution No. 3515-25 awarding a General Service Agreement, in a form approved by the City Attorney, to Allways Towing, LLC, of Winton, CA for Police Special Tow Services, for an amount not to exceed \$30,000 over the course of the contracted three (3) year term; and to authorize and direct the City Manager to execute the Agreement on behalf of the City.

RESOLUTIONS:

6. **Resolution Approving a Budget Amendment to Allocate Funding for City Wide Traffic Signal Synchronization** (Deputy City Manager/Community Development Director Thompson)

Staff's Recommendation: Adoption of Resolution No. 3516-25 approving Budget Amendment No. 8, amending Fiscal year 2024-25 Budget to allocate funding for City Wide Traffic Signals Synchronization in the amount not to exceed \$143,707.00.

END OF CONSENT CALENDAR

REPORTS AND PRESENTATIONS FROM STAFF:

7. **Resolutions Approving Budget Amendment and Awarding a General Construction Contract for the Castle Sewer Interceptor Rehabilitation/Replacement Project** (Public Works Director Vinson)

Staff's Recommendation: Motion to Adopt Resolution No. 3517-25 approving Budget Amendment No. 9 amending the Fiscal Year 2024-25 budget; and Motion to Adopt Resolution No. 3518-25 awarding a General Construction Agreement, in a form approved by the City Attorney, to Mountain Cascade, Inc. of Livermore, California, for the Castle Sewer Interceptor Rehabilitation/Replacement Project, City Project 19-09, in an amount not to exceed \$1,714,880.00 and authorize construction contract change orders up to an aggregate amount of \$171,488.00 (10%); and authorizes and directs the City Manager or his designee to execute all contract documents on behalf of the City; or

Motion to approve staff recommendations 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:

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

CLOSED SESSION:

Continuation of Closed Session if necessary

CITY MANAGER REPORTS/UPDATES:

8. **Update from the Office of the City Manager**

CLOSED SESSION:

Adjourn to Conference Room A


- **Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiators**
Property: APN 156-060-011
Agency Negotiator: City Manager Hoem
Negotiating Parties: NNN REIT
Under Negotiation: Price and Terms of Payment

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

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 CLERKSB 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.

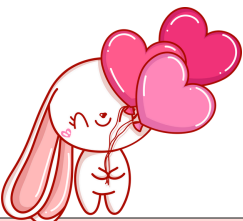


The foregoing statements do not constitute legal advice, nor a recitation of all legal requirements and obligations of parties/applicants and their agents. Parties and agents are urged to consult with their own legal counsel regarding the requirements of the law.

SUN	MON	TUE	WED	THU	FRI	SAT
			<div>  <p>City Holiday Trash pick up delayed - 1 day</p> </div>			
	<div> <p>Application Deadline - Planning Commission Scheduled Vacancy - 5:00 PM</p> </div>					
	<div> <p>City Council Meeting - 6:00 PM</p> </div>		<div> <p>Planning Commission Meeting - 6:00 PM</p> </div>			
	<div>  <p>City Holiday Trash pick up delayed - 1 day</p> </div>			<div> <p>Scan QR Code for info regarding mobile office hours</p>  </div>		
	<div> <p>Audit & Finance Meeting - 5:00 PM</p> <p>City Council Meeting - 6:00 PM</p> </div>					

FEBRUARY



SUN MON TUE WED THU FRI SAT

						1
2	3	4	5	6	7	8
9	10 City Council Meeting - 6:00 PM	11	12	13	14 <i>Happy Valentine's Day</i>	15
16	17  City Holiday Trash pick up delayed - 1 day	18	19 Planning Commission Meeting - 6:00 PM	20	21	22
23	24 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	25	26	27 Scan QR Code for info regarding mobile office hours 	28	Page 7 of 155

Warrant Summary December 23, 2024

Prepared By: Joseph Murillo, Accounting Technician
Accounts Payable Warrant

	Amount
12/23/2024 Warrant	\$ 1,491,100.37
Prewrittens (Checks Processed Between Warrants)	\$ 165,258.31
Total Accounts Payable Warrants:	\$ 1,656,358.68

Additional Warrants

Date	Description	Amount
12/16/2024	AFSCME District Council 57	\$ 952.77
12/16/2024	Atwater Police Officers Association	\$ 3,340.62
12/16/2024	EPARS Employee 457 Plan (PNC Bank)	\$ 3,388.00
12/16/2024	CALPERS Employee 457 Plan	\$ 775.00
12/16/2024	PERS Retirement 11/21/24-12/4/24	\$ 63,726.28
12/16/2024	State Disbursement - Child Support	\$ 115.38
12/16/2024	UNUM Disability Insurance December 2024 Premiums	\$ 6,690.32
12/16/2024	UNUM Disability Insurance January 2025 Premiums	\$ 6,652.45
Total Additional Warrants:		\$ 85,640.82

Payroll

Date	Description	Amount
12/4/2024	Net Payroll	\$ 82,514.50
12/5/2024	Federal Taxes	\$ 21,978.14
12/5/2024	State Taxes	\$ 3,043.54
12/5/2024	Net Payroll	\$ 1,812.22
12/16/2024	Federal Taxes	\$ 598.08
12/16/2024	State Taxes	\$ 87.15
12/12/2002	Net Payroll	\$ 213,555.82
12/16/2024	Federal Taxes	\$ 67,958.70
12/16/2024	State Taxes	\$ 9,140.48
Total Payroll:		\$ 400,688.63

Grand Total: \$ 2,142,688.13



Anna Nicholas, Finance Director



Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 12/23/2024 - 1:05 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	12/05/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		95.27
0	12/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		169.74
0	12/05/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		215.91
0	12/05/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		561.36
0	12/05/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		169.74
0	12/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		2,400.30
0	12/05/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		2,127.33
0	12/05/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		4,725.79
0	12/05/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		2,590.80
0	12/05/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		39.70
0	12/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		2,590.80
0	12/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		407.37
0	12/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		561.36
0	12/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		95.27
0	12/05/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		857.89
0	12/05/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		60.80
0	12/05/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		1,806.02
0	12/05/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		808.88
0	12/05/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		367.84
0	12/05/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		2,400.30
0	12/05/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		407.37
0	12/05/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		761.07
0	12/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		761.07
0	12/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		39.70
Check Total:						25,021.68
0	12/05/2024	General Fund	Pers Benefits	PERS-RETIREMENT		0.01
Check Total:						0.01
Report Total:						25,021.69

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 12/23/2024 - 1:30 PM



City of
Atwater
Community Pride City Wide

760 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	12/16/2024	General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		952.77
0	12/16/2024	General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		75.43
0	12/16/2024	General Fund	Deferred Compensation	PNC BANK		650.00
0	12/16/2024	General Fund	Deferred Compensation	CALPERS		175.00
0	12/16/2024	General Fund	Deferred Compensation	CALPERS		600.00
0	12/16/2024	General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		3,265.19
0	12/16/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		23,506.81
0	12/16/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,370.07
0	12/16/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		36.83
0	12/16/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		17,790.46
0	12/16/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,370.07
0	12/16/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		106.02
0	12/16/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		24.81
0	12/16/2024	General Fund	Deferred Compensation	PNC BANK		2,738.00
0	12/16/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		209.48
0	12/16/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		157.47
0	12/16/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		157.47
0	12/16/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		36.83
0	12/16/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		17,790.46
0	12/16/2024	General Fund	Pers Deduction	PERS-RETIREMENT		1,020.49
0	12/16/2024	General Fund	Pers Benefits	PERS-RETIREMENT		9,729.17
0	12/16/2024	General Fund	Pers Benefits	PERS-RETIREMENT		-1.06
0	12/16/2024	General Fund	Pers Benefits	PERS-RETIREMENT		157.61
0	12/16/2024	General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	12/16/2024	General Fund	Pers Benefits	PERS-RETIREMENT		6,486.17
0	12/16/2024	General Fund	Pers Benefits	PERS-RETIREMENT		9,580.82
0	12/16/2024	General Fund	Pers Benefits	PERS-RETIREMENT		19,069.44
0	12/16/2024	General Fund	Pers Benefits	PERS-RETIREMENT		1,140.54
0	12/16/2024	General Fund	Pers Benefits	PERS-RETIREMENT		160.05
0	12/16/2024	General Fund	Pers Benefits	PERS-RETIREMENT		2,824.28
0	12/16/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		87.15
0	12/16/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		9,140.48
0	12/16/2024	General Fund	Pers Deduction	PERS-RETIREMENT		9,743.67
0	12/16/2024	General Fund	Pers Deduction	PERS-RETIREMENT		3,028.52

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	12/16/2024	General Fund	Garnishments	STATE DISBURSEMENT UNIT		115.38
Check Total:						150,082.46
0	12/16/2024	Employee Benefits Fund	Life Insurance Disability	UNUM LIFE INSURANCE		1,906.20
0	12/16/2024	Employee Benefits Fund	Insurance Disability	UNUM LIFE INSURANCE		3,514.83
0	12/16/2024	Employee Benefits Fund	Insurance Life Insurance	UNUM LIFE INSURANCE		1,269.29
0	12/16/2024	Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		1,894.80
0	12/16/2024	Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		3,492.69
0	12/16/2024	Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		1,264.96
Check Total:						13,342.77
Report Total:						163,425.23

Accounts Payable

Checks by Date - Detail by Check Date

User: jmurillo
Printed: 12/23/2024 12:29 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	12/23/2024	
	12042024	Downtown Garages - Calpelra Parking		5.00
	12042024	Tractor Supply - Tools		162.33
	12042024	Downtown Garages - Calpelra Parking		12.00
	12042024	League of California - Member Academy		675.00
	12042024	Downtown Garages - Calpelra Parking		12.00
	12042024	ChatGPT		20.00
	12042024	Home Depot - Station 42 Lights		64.76
	12042024	JLW Social Enterprises - DJ Christmas Parade		439.45
	12042024	Domain Listings - Dispute		-288.00
	12042024	Hyatt Regency - Calpelra		122.94
	12042024	League of California - Member Academy		675.00
	12042024	123Print - Evelopes		122.20
	12042024	AEDSuperstore - AMBU Bags		367.49
	12042024	Home Depot - Civic 2 Shelves		150.21
	12042024	JamF software		392.00
	12042024	League of California - Member Academy		675.00
	12042024	League of California - Member Academy		675.00
	12042024	State&Federal Poster - Posters		205.97
	12042024	Liebert Cassidy Whitmore		575.00
	12042024	In-Shape - Employee Gym Discount		20.00
	12042024	Lowes - Paint		56.97
	12042024	City Clerks Association - CCAC Member		250.00
	12042024	Prestons Lockshop - Key Copy		4.00
	12042024	Walmart - Table Cloths		21.69
	12042024	Tactical Surplus USA - Supplies		227.52
	12042024	Prestons Lockshop - Padlock Key Set		25.57
	12042024	League of California - Member Academy		675.00
	12042024	PRI Management Group - Training		179.00
	12042024	Maximart - Fuel		46.10
	12042024	Walmart.com - Dispute		-239.72
	12042024	Hyatt Regency - Calpelra		191.10
	12042024	Government Finance Officers Assoc. - Annual C		525.00
	12042024	Domain Listings - Dispute		288.00
	12042024	JamF software		336.00
	12042024	Microsoft		15.00
	12042024	Stage Stop Gun Shop - Ammunition		406.62
	12042024	League of California - Member Academy		675.00
	12042024	Galls - Patrol Supplies		1,771.44
	12042024	Savemart - Range Day Snacks		58.35
	12042024	Crown Awards - Christmas Parade Trophies		133.86
Total for this ACH Check for Vendor CHA999:				10,729.85
Total for 12/23/2024:				10,729.85

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Report Total (1 checks):				10,729.85

Accounts Payable

Checks for Approval

Prepared



City of
Atwater
Community Pride City Wide

760 Bellevue Road, Atwater CA 95301

User: jmurillo
Printed: 12/23/2024 - 12:24 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26883	12/10/2024	Risk Management Fund	Professional Services	BEST BEST & KRIEGER		1,680.00
26883	12/10/2024	General Fund	Professional Services	BEST BEST & KRIEGER		26,752.77
26883	12/10/2024	General Fund	Professional Services	BEST BEST & KRIEGER		15,330.82
26883	12/10/2024	Risk Management Fund	Professional Services	BEST BEST & KRIEGER		7,140.00
Check Total:						50,903.59
26884	12/10/2024	ISF Equipment/Bldg Replacement	Machinery & Equipment	DATA PATH		110,916.32
Check Total:						110,916.32
26885	12/10/2024	Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		3,014.63
Check Total:						3,014.63
26886	12/16/2024	General Fund	Garnishments	CRANE FINANCE		373.77
Check Total:						373.77
26887	12/16/2024	General Fund	Garnishments	FRANCHISE TAX BOARD		50.00
Check Total:						50.00
Report Total:						165,258.31

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 12/23/2024 - 12:27 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	12/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		65.88
0	12/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		65.10
0	12/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		72.78
0	12/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		79.02
0	12/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		34.36
0	12/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		74.00
0	12/23/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,638.49
0	12/23/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,638.49
0	12/23/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,638.48
0	12/23/2024	General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		1,235.35
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		122.94
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		12.00
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		12.00
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		191.10
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		5.00
0	12/23/2024	General Fund	Office Supplies	CHASE		122.20
0	12/23/2024	General Fund	Professional Services	CHASE		20.00
0	12/23/2024	General Fund	Special Departmental Expense	CHASE		58.35
0	12/23/2024	General Fund	Special Departmental Expense	CHASE		4.00
0	12/23/2024	General Fund	Professional Services	CHASE		15.00
0	12/23/2024	General Fund	Professional Services	CHASE		20.00
0	12/23/2024	General Fund	Training	CHASE		179.00
0	12/23/2024	General Fund	Special Departmental Expense	CHASE		25.57
0	12/23/2024	General Fund	Special Departmental Expense	CHASE		406.62
0	12/23/2024	General Fund	Special Departmental Expense	CHASE		1,771.44
0	12/23/2024	General Fund	Special Departmental Expense	CHASE		367.49
0	12/23/2024	General Fund	Special Departmental Expense	CHASE		227.52
0	12/23/2024	Risk Management Fund	Special Departmental Expense	CHASE		205.97
0	12/23/2024	General Fund	Memberships & Subscriptions	CHASE		250.00
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		675.00
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		675.00
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		675.00
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		675.00
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		675.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		675.00
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		525.00
0	12/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		575.00
0	12/23/2024	General Fund	Special Departmental Expense	CHASE		56.97
0	12/23/2024	General Fund	Special Departmental Expense	CHASE		-239.72
0	12/23/2024	General Fund	Christmas Parade	CHASE		133.86
0	12/23/2024	General Fund	Christmas Parade	CHASE		439.45
0	12/23/2024	Water Enterprise Fund	Special Departmental Expense	CHASE		162.33
0	12/23/2024	Internal Service Fund	Special Departmental Expense	CHASE		21.69
0	12/23/2024	Internal Service Fund	Special Departmental Expense	CHASE		64.76
0	12/23/2024	Internal Service Fund	Special Departmental Expense	CHASE		150.21
0	12/23/2024	Internal Service Fund	Operations & Maintenance	CHASE		46.10
0	12/23/2024	Information Technology Fund	Special Departmental Expense	CHASE		-288.00
0	12/23/2024	Information Technology Fund	Special Departmental Expense	CHASE		336.00
0	12/23/2024	Information Technology Fund	Special Departmental Expense	CHASE		392.00
0	12/23/2024	Information Technology Fund	Special Departmental Expense	CHASE		288.00
0	12/23/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		560.64
0	12/23/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		560.64
0	12/23/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		560.64
Check Total:						21,953.72
26888	12/23/2024	General Fund	Professional Services	1-800-BOARDUP		846.22
Check Total:						846.22
26889	12/23/2024	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		65.20
26889	12/23/2024	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		65.20
26889	12/23/2024	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		130.39
Check Total:						260.79
26890	12/23/2024	General Fund	Special Departmental Expense	AIRGAS USA, LLC		118.01
Check Total:						118.01
26891	12/23/2024	Risk Management Fund	Professional Services	ALBONETTI INVESTIGATIONS LLC		2,383.00
Check Total:						2,383.00
26892	12/23/2024	General Fund	Office Supplies	ALLIED WEST PRINTING		129.85
Check Total:						129.85
26893	12/23/2024	Water Enterprise Fund	Accounts Payable	AMAZING GRACE HOLINESS TABERNACLE, I		495.70
26893	12/23/2024	General Fund	Accounts Payable	AMAZING GRACE HOLINESS TABERNACLE, I		2.00
Check Total:						497.70

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26894	12/23/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		2,455.74
26894	12/23/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		24,160.33
Check Total:						26,616.07
26895	12/23/2024	Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		105.00
26895	12/23/2024	Internal Service Fund	Operations & Maintenance	ASSOCIATES LOCK & SAFE SERVICE		20.03
Check Total:						125.03
26896	12/23/2024	General Fund	Communications	AT&T		219.35
Check Total:						219.35
26897	12/23/2024	General Fund	Communications	AT&T CALNET		177.43
26897	12/23/2024	Water Enterprise Fund	Communications	AT&T CALNET		355.29
26897	12/23/2024	Sewer Enterprise Fund	Communications	AT&T CALNET		552.35
26897	12/23/2024	Internal Service Fund	Communications	AT&T CALNET		619.12
Check Total:						1,704.19
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		330.65
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		280.62
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		1,277.63
26898	12/23/2024	Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		90.18
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		482.88
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		885.28
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		180.36
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		85.33
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		175.51
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		215.75
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		90.18
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		135.27
26898	12/23/2024	Gas Tax/Street Improvement	Communications	AT&T MOBILITY		40.24
26898	12/23/2024	Water Enterprise Fund	Communications	AT&T MOBILITY		130.42
26898	12/23/2024	Internal Service Fund	Communications	AT&T MOBILITY		40.24
26898	12/23/2024	Information Technology Fund	Communications	AT&T MOBILITY		45.09
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		43.98
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		43.98
26898	12/23/2024	General Fund	Communications	AT&T MOBILITY		87.96
26898	12/23/2024	Gas Tax/Street Improvement	Communications	AT&T MOBILITY		263.88
26898	12/23/2024	Water Enterprise Fund	Communications	AT&T MOBILITY		571.00
26898	12/23/2024	Sewer Enterprise Fund	Communications	AT&T MOBILITY		483.78
26898	12/23/2024	Internal Service Fund	Communications	AT&T MOBILITY		43.98
26898	12/23/2024	Internal Service Fund	Communications	AT&T MOBILITY		43.98
26898	12/23/2024	Information Technology Fund	Communications	AT&T MOBILITY		129.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						6,197.67
26899	12/23/2024	Internal Service Fund	Professional Services	ATWATER RADIATOR AND MUFFLER SHOP		45.00
Check Total:						45.00
26900	12/23/2024	Internal Service Fund	Professional Services	AVILES SMOG		378.00
26900	12/23/2024	Internal Service Fund	Professional Services	AVILES SMOG		1,134.00
Check Total:						1,512.00
26901	12/23/2024	General Fund	Rents & Leases	AXON ENTERPRISE, INC.		488.56
Check Total:						488.56
26902	12/23/2024	General Fund	Special Departmental Expense	ANTHONY BEJARAN		795.89
Check Total:						795.89
26903	12/23/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		2,767.69
26903	12/23/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		449.68
26903	12/23/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		2,342.71
26903	12/23/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		4,455.16
Check Total:						10,015.24
26904	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		-17.67
26904	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		-31.59
26904	12/23/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		-232.48
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		38.72
26904	12/23/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		73.65
26904	12/23/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		21.34
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		6.99
26904	12/23/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		47.20
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		6.01
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		77.55
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		67.87
26904	12/23/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		36.60
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		43.62
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		73.65
26904	12/23/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		12.59
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		18.88
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		38.75
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		38.39
26904	12/23/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		7.75
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		96.11
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		56.59

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		71.57
26904	12/23/2024	Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		81.89
26904	12/23/2024	Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		16.64
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		15.48
26904	12/23/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		6.13
26904	12/23/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		151.53
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		6.26
26904	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		161.57
Check Total:						991.59
26905	12/23/2024	Water Enterprise Fund	Accounts Payable	VICTOR & BONNIE BIZZANELLI		180.36
Check Total:						180.36
26906	12/23/2024	Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		1,666.33
Check Total:						1,666.33
26907	12/23/2024	General Fund	Special Departmental Expense	BRIGHTDART PRINT & DESIGN, LLC		806.93
Check Total:						806.93
26908	12/23/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	BSK ASSOCIATES		1,595.75
26908	12/23/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	BSK ASSOCIATES		828.50
26908	12/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
26908	12/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
26908	12/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
26908	12/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
26908	12/23/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
26908	12/23/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
26908	12/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		186.41
26908	12/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		133.15
26908	12/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		241.48
26908	12/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		496.48
Check Total:						6,066.43
26909	12/23/2024	Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		500.07
Check Total:						500.07
26910	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		43.95
Check Total:						43.95
26911	12/23/2024	Gas Tax/Street Improvement	Professional Services	CAL FIRE		1,118.80
Check Total:						1,118.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26912	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	CALIFORNIA INDUSTRIAL RUBBER COMPAN		97.43
				Check Total:		97.43
26913	12/23/2024	General Fund	Special Departmental Expense	CALIFORNIA LANDSCAPE SUPPLY, INC.		1,754.64
				Check Total:		1,754.64
26914	12/23/2024	Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		25,484.06
26914	12/23/2024	Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		30,225.39
26914	12/23/2024	Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		23,887.48
				Check Total:		79,596.93
26915	12/23/2024	General Fund	Professional Services	CENTRAL VALLEY FORENSIC NURSING SPEC		1,200.00
				Check Total:		1,200.00
26916	12/23/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.09
26916	12/23/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		19.25
26916	12/23/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14
26916	12/23/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.32
26916	12/23/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.53
26916	12/23/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		67.07
26916	12/23/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		89.89
26916	12/23/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.32
26916	12/23/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.09
26916	12/23/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		19.25
26916	12/23/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14
26916	12/23/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.53
26916	12/23/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		67.07
26916	12/23/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		89.89
				Check Total:		602.58
26917	12/23/2024	Internal Service Fund	Communications	COMCAST		1,680.49
				Check Total:		1,680.49
26918	12/23/2024	Internal Service Fund	Communications	COMCAST		262.61
26918	12/23/2024	Internal Service Fund	Communications	COMCAST		118.62
				Check Total:		381.23
26919	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		2,035.10
26919	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		227.87
26919	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		12.38
26919	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		1,550.26

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						3,825.61
26920	12/23/2024	General Fund	Special Departmental Expense	COOK'S COMMUNICATIONS		180.78
Check Total:						180.78
26921	12/23/2024	Water Enterprise Fund	Special Departmental Expense	CORE & MAIN LP		4,706.64
Check Total:						4,706.64
26922	12/23/2024	General Fund	Community Center Deposits	CREATIVE ALTERNATIVES		210.00
26922	12/23/2024	General Fund	Community Center Deposits	CREATIVE ALTERNATIVES		350.00
Check Total:						560.00
26923	12/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
26923	12/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
26923	12/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26923	12/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26923	12/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26923	12/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
26923	12/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26923	12/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
Check Total:						320.00
26924	12/23/2024	Water Enterprise Fund	Accounts Payable	HUYANH DANGTRAN		29.71
Check Total:						29.71
26925	12/23/2024	Information Technology Fund	Special Departmental Expense	DATA PATH		6,400.00
26925	12/23/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,431.00
26925	12/23/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
26925	12/23/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		730.00
26925	12/23/2024	Information Technology Fund	Professional Services	DATA PATH		8,321.00
26925	12/23/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,831.00
26925	12/23/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,617.50
Check Total:						25,419.50
26926	12/23/2024	Internal Service Fund	Professional Services	DONLEE PUMP COMPANY		228.00
26926	12/23/2024	Internal Service Fund	Operations & Maintenance	DONLEE PUMP COMPANY		346.59
Check Total:						574.59
26927	12/23/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		19.49
26927	12/23/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		203.50
26927	12/23/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		112.55
26927	12/23/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		162.36

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26927	12/23/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		164.53
				Check Total:		662.43
26928	12/23/2024	General Fund	Special Departmental Expense	ETCH THIS AND THAT		75.60
				Check Total:		75.60
26929	12/23/2024	Water Enterprise Fund	Accounts Payable	KEVIN FIGUEROA-GUTIERREZ		107.00
				Check Total:		107.00
26930	12/23/2024	General Fund	Special Departmental Expense	FIRE SAFETY EDUCATION		2,069.00
				Check Total:		2,069.00
26931	12/23/2024	Internal Service Fund	Operations & Maintenance	FORD PRO		732.11
				Check Total:		732.11
26932	12/23/2024	Sewer Enterprise Fund	Machinery & Equipment	FOSTER'S PUMPS, INC.		10,439.73
				Check Total:		10,439.73
26933	12/23/2024	General Fund	Training	FRESNO CITY COLLEGE		43.80
26933	12/23/2024	General Fund	Training	FRESNO CITY COLLEGE		299.00
				Check Total:		342.80
26934	12/23/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		126.43
26934	12/23/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		126.43
				Check Total:		252.86
26935	12/23/2024	Measure V Fund	Fruitland Ave Rd Improvements	GEORGE REED INC		75,419.95
26935	12/23/2024	SB1-Road Maint & Rehab RMRA	Project Retention	GEORGE REED INC		-3,770.99
26935	12/23/2024	SB1-Road Maint & Rehab RMRA	Project Retention	GEORGE REED INC		-19,400.59
26935	12/23/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	GEORGE REED INC		388,011.70
				Check Total:		440,260.07
26936	12/23/2024	Water Enterprise Fund	Accounts Payable	GLOBAL CAPITAL FUND 1, LLC		230.39
				Check Total:		230.39
26937	12/23/2024	Water Enterprise Fund	Accounts Payable	JAVIER GONZALEZ		10.95
				Check Total:		10.95
26938	12/23/2024	Internal Service Fund	Special Departmental Expense	GRAINGER		249.58
26938	12/23/2024	Water Enterprise Fund	Small Tools	GRAINGER		1,035.81

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						1,285.39
26939	12/23/2024	Public Safety Trans & Use Tax	Professional Services	GRIFFIN STRUCTURES INC		7,500.00
Check Total:						7,500.00
26940	12/23/2024	Water Enterprise Fund	Accounts Payable	CYNTHIA HILL		199.50
Check Total:						199.50
26941	12/23/2024	General Fund	Coed Fall Softball	HORIZON		25.50
Check Total:						25.50
26942	12/23/2024	General Fund	Memberships & Subscriptions	IIMC		135.00
Check Total:						135.00
26943	12/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
26943	12/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
26943	12/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
26943	12/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
26943	12/23/2024	Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
26943	12/23/2024	Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
26943	12/23/2024	Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
26943	12/23/2024	Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
26943	12/23/2024	Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
26943	12/23/2024	Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
26943	12/23/2024	Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
26943	12/23/2024	Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
26943	12/23/2024	Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
26943	12/23/2024	Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
26943	12/23/2024	Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
26943	12/23/2024	Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
26943	12/23/2024	Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
26943	12/23/2024	Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
26943	12/23/2024	Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
26943	12/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
26943	12/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
26943	12/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
26943	12/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
26943	12/23/2024	Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
26943	12/23/2024	Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
26943	12/23/2024	Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
26943	12/23/2024	Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
26943	12/23/2024	Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26943	12/23/2024	Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
26943	12/23/2024	Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
26943	12/23/2024	Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
26943	12/23/2024	Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
26943	12/23/2024	Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
26943	12/23/2024	Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
26943	12/23/2024	Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
26943	12/23/2024	Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
26943	12/23/2024	Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
26943	12/23/2024	Applegate Ranch Lndsep	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
Check Total:						20,741.70
26944	12/23/2024	Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		95.74
26944	12/23/2024	Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		196.50
26944	12/23/2024	Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		116.41
Check Total:						408.65
26945	12/23/2024	Internal Service Fund	Professional Services	JORGENSEN COMPANY		90.44
26945	12/23/2024	Internal Service Fund	Professional Services	JORGENSEN COMPANY		320.21
26945	12/23/2024	Internal Service Fund	Professional Services	JORGENSEN COMPANY		44.44
26945	12/23/2024	Internal Service Fund	Professional Services	JORGENSEN COMPANY		264.79
Check Total:						719.88
26946	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		97.02
26946	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		51.94
26946	12/23/2024	Water Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		178.58
26946	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		90.11
26946	12/23/2024	Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		214.38
26946	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		297.68
Check Total:						929.71
26947	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	LAWSON PRODUCTS		427.26
26947	12/23/2024	Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		934.03
26947	12/23/2024	Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		116.46
Check Total:						1,477.75
26948	12/23/2024	General Fund	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		960.00
Check Total:						960.00
26949	12/23/2024	General Fund	Training	LIEBERT CASSIDY WHITMORE		100.00
Check Total:						100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26950	12/23/2024	Water Enterprise Fund	Accounts Payable	LORENA LIZARRAGA-CORONA		181.72
26950	12/23/2024	Sewer Enterprise Fund	Accounts Payable	LORENA LIZARRAGA-CORONA		9.16
26950	12/23/2024	Sanitation Enterprise Fund	Accounts Payable	LORENA LIZARRAGA-CORONA		6.16
Check Total:						197.04
26951	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		79.56
Check Total:						79.56
26952	12/23/2024	Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		808.62
Check Total:						808.62
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		280.39
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		124.15
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		264.77
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		268.67
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		137.82
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		264.77
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		53.59
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		111.34
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		272.58
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		139.78
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		137.82
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		137.82
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		237.43
26953	12/23/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		130.01
Check Total:						2,560.94
26954	12/23/2024	General Fund	Men's Summer Softball	MCNAMARA SPORTS		536.69
26954	12/23/2024	General Fund	Coed Summer Softball	MCNAMARA SPORTS		536.69
26954	12/23/2024	General Fund	Youth Volleyball	MCNAMARA SPORTS		232.03
Check Total:						1,305.41
26955	12/23/2024	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		84.00
26955	12/23/2024	General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		210.00
26955	12/23/2024	General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
26955	12/23/2024	General Fund	Youth Volleyball	MERCED AREA SPORTS OFFICIALS, INC		161.00
26955	12/23/2024	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		224.00
Check Total:						959.00
26956	12/23/2024	Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		16.80
Check Total:						16.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26957	12/23/2024	General Fund	Uniform & Clothing Expense	METRO UNIFORM MERCED		162.27
				Check Total:		162.27
26958	12/23/2024	Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-13,740.99
26958	12/23/2024	Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,219.73
26958	12/23/2024	Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-21,246.81
26958	12/23/2024	Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-9,105.77
26958	12/23/2024	Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,665.60
26958	12/23/2024	Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		288,853.34
				Check Total:		215,874.44
26959	12/23/2024	Water Enterprise Fund	Accounts Payable	DAVID MIGLIAZZO		17.51
				Check Total:		17.51
26960	12/23/2024	Internal Service Fund	Professional Services	MISTER CAR WASH		760.00
				Check Total:		760.00
26961	12/23/2024	Sewer Enterprise Fund	Professional Services	MNZ CONCRETE		4,176.00
				Check Total:		4,176.00
26962	12/23/2024	Internal Service Fund	Professional Services	MUNICIPAL MAINTENANCE EQUIP.		268.50
26962	12/23/2024	Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIP.		26.85
26962	12/23/2024	Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIP.		1,287.27
26962	12/23/2024	Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIP.		70.09
26962	12/23/2024	Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIP.		2,352.80
				Check Total:		4,005.51
26963	12/23/2024	Water Enterprise Fund	Special Departmental Expense	MUNIQUEIP, LLC		4,029.58
				Check Total:		4,029.58
26964	12/23/2024	General Fund	Professional Services	MUNISERVICES LLC		500.00
26964	12/23/2024	General Fund	Professional Services	MUNISERVICES LLC		3,045.13
26964	12/23/2024	General Fund	Professional Services	MUNISERVICES LLC		1,384.15
26964	12/23/2024	General Fund	Professional Services	MUNISERVICES LLC		815.92
				Check Total:		5,745.20
26965	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		79.48
26965	12/23/2024	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		43.60
26965	12/23/2024	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		4.97
				Check Total:		128.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26966	12/23/2024	General Fund	Special Departmental Expense	OREGON TRAIL DEFENSE LLC		1,078.75
Check Total:						1,078.75
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		138.08
26967	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		31.50
26967	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		77.97
26967	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		36.39
26967	12/23/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		17.60
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		324.05
26967	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		32.60
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		117.70
26967	12/23/2024	Sewer Enterprise Fund	Small Tools	O'REILLY AUTO PARTS		7.06
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		72.82
26967	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		23.90
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		81.02
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		24.98
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		46.02
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		335.21
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		119.52
26967	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		30.43
26967	12/23/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		18.48
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		242.01
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		116.41
26967	12/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		51.74
26967	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		23.47
Check Total:						1,968.96
26968	12/23/2024	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		133.80
26968	12/23/2024	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		52,110.61
26968	12/23/2024	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		723.08
Check Total:						52,967.49
26969	12/23/2024	Water Fund Capital Replacement	Property Acq.-Future Well Site	PRECISION CIVIL ENGINEERING, INC.		2,375.00
Check Total:						2,375.00
26970	12/23/2024	Water Fund Capital Replacement	Canal Creek Utility Crossing	PROVOST & PRITCHARD CONSULTING GROU		11,100.00
26970	12/23/2024	Sewer Enterprise Fund	Canal Creek Utility Crossing	PROVOST & PRITCHARD CONSULTING GROU		11,100.00
26970	12/23/2024	General Fund Capital	Phase 4 Ped Imp Proj Downtown	PROVOST & PRITCHARD CONSULTING GROU		1,500.34
26970	12/23/2024	Measure V 20% AlternativeModes	Phase 4 Ped Imp Proj Downtown	PROVOST & PRITCHARD CONSULTING GROU		194.39
Check Total:						23,894.73
26971	12/23/2024	Water Enterprise Fund	Accounts Payable	LINDA ROBERTSON		275.23

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						275.23
26972	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		451.35
26972	12/23/2024	Water Enterprise Fund	Uniform & Clothing Expense	SAFE-T-LITE		355.56
26972	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		426.67
26972	12/23/2024	General Fund	Special Departmental Expense	SAFE-T-LITE		142.22
26972	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		799.49
Check Total:						2,175.29
26973	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	SHANNON PUMP CO.		377.25
Check Total:						377.25
26974	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	SMITH & LOVELESS INC.		328.95
Check Total:						328.95
26975	12/23/2024	Gas Tax/Street Improvement	Professional Services	ST FRANCIS ELECTRIC		1,001.00
Check Total:						1,001.00
26976	12/23/2024	General Fund	Office Supplies	STAPLES		52.78
26976	12/23/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	STAPLES		4,263.44
Check Total:						4,316.22
26977	12/23/2024	General Fund	Special Departmental Expense	STATE PRO BUILDERS INC.		759.00
26977	12/23/2024	General Fund	Professional Services	STATE PRO BUILDERS INC.		2,400.00
Check Total:						3,159.00
26978	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	STATE WATER RESOURCES CONTROL BOARD		18,196.00
26978	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	STATE WATER RESOURCES CONTROL BOARD		52,138.00
26978	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	STATE WATER RESOURCES CONTROL BOARD		3,945.00
26978	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	STATE WATER RESOURCES CONTROL BOARD		4,526.00
Check Total:						78,805.00
26979	12/23/2024	Sewer Enterprise Fund	Professional Services	TERRACON CONSULTANTS INC		1,060.00
26979	12/23/2024	Sewer Enterprise Fund	Professional Services	TERRACON CONSULTANTS INC		4,860.00
Check Total:						5,920.00
26980	12/23/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		3,338.60
26980	12/23/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		7,303.01
26980	12/23/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		2,331.99
26980	12/23/2024	Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		1,459.95

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	14,433.55
26981	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	THE SIGN GUYS		204.45
					Check Total:	204.45
26982	12/23/2024	General Fund	Community Center Deposits	EULA TOCA		210.00
26982	12/23/2024	General Fund	Community Center Rental	EULA TOCA		200.00
					Check Total:	410.00
26983	12/23/2024	Internal Service Fund	Professional Services	TONYS PLUMBING SERVICE INC		950.00
					Check Total:	950.00
26984	12/23/2024	Information Technology Fund	Communications	TPX COMMUNICATIONS		10,543.64
					Check Total:	10,543.64
26985	12/23/2024	Internal Service Fund	Special Departmental Expense	TRANE U.S. INC.		957.40
26985	12/23/2024	Internal Service Fund	Professional Services	TRANE U.S. INC.		1,596.50
					Check Total:	2,553.90
26986	12/23/2024	Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
					Check Total:	33.00
26987	12/23/2024	General Fund	Professional Services	TYLER TECHNOLOGIES, INC.		678.61
					Check Total:	678.61
26988	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	UBEO WEST LLC		778.65
					Check Total:	778.65
26989	12/23/2024	Internal Service Fund	Operations & Maintenance	UNITED ROTARY BRUSH CORPORATION		4,096.69
					Check Total:	4,096.69
26990	12/23/2024	General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		156.94
					Check Total:	156.94
26991	12/23/2024	Water Enterprise Fund	Accounts Payable	JAMES VALDEZ		137.52
					Check Total:	137.52
26992	12/23/2024	Internal Service Fund	Operations & Maintenance	VAN DE POL		11,394.95
					Check Total:	11,394.95

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26993	12/23/2024	Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		190,685.47
Check Total:						190,685.47
26994	12/23/2024	General Fund	Communications	VERIZON WIRELESS		342.09
26994	12/23/2024	General Fund	Communications	VERIZON WIRELESS		760.20
26994	12/23/2024	General Fund	Communications	VERIZON WIRELESS		38.01
26994	12/23/2024	General Fund	Communications	VERIZON WIRELESS		51.69
26994	12/23/2024	Water Enterprise Fund	Communications	VERIZON WIRELESS		92.12
26994	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.01
26994	12/23/2024	Sewer Enterprise Fund	Communications	VERIZON WIRELESS		52.07
26994	12/23/2024	Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
26994	12/23/2024	Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
26994	12/23/2024	Internal Service Fund	Utilities	VERIZON WIRELESS		80.02
Check Total:						1,534.23
26995	12/23/2024	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		720.99
Check Total:						720.99
26996	12/23/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		185.00
26996	12/23/2024	Measure V Fund	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		3,258.75
26996	12/23/2024	Measure V Fund	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		7,500.00
26996	12/23/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		3,146.00
26996	12/23/2024	Water Enterprise Fund	Professional Services	VVH CONSULTING SERVICES		12,584.00
26996	12/23/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		12,960.00
26996	12/23/2024	Sewer Enterprise Fund	Atwater Blvd Drainage Imprvmnts	VVH CONSULTING SERVICES		16,600.00
26996	12/23/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		5,500.00
26996	12/23/2024	Measure V Fund	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		9,931.25
26996	12/23/2024	Measure V Fund	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		2,012.50
26996	12/23/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		2,745.00
26996	12/23/2024	Measure V Fund	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		4,725.00
26996	12/23/2024	Water Enterprise Fund	Professional Services	VVH CONSULTING SERVICES		10,980.00
26996	12/23/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		885.00
26996	12/23/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		13,230.00
26996	12/23/2024	Sewer Enterprise Fund	Atwater Blvd Drainage Imprvmnts	VVH CONSULTING SERVICES		28,000.00
Check Total:						134,242.50
26997	12/23/2024	Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		255.85
26997	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		17.30
26997	12/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		144.58
26997	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		25.92
Check Total:						443.65

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26998	12/23/2024	Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		29.97
Check Total:						29.97
26999	12/23/2024	General Fund	Special Departmental Expense	WINTON HARDWARE		45.22
26999	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		48.46
26999	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		52.75
26999	12/23/2024	General Fund	Special Departmental Expense	WINTON HARDWARE		79.69
26999	12/23/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		28.00
26999	12/23/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	WINTON HARDWARE		25.84
Check Total:						279.96
27000	12/23/2024	General Fund	Community Center Deposits	CHICHI WOOD		210.00
27000	12/23/2024	General Fund	Community Center Deposits	CHICHI WOOD		210.00
27000	12/23/2024	General Fund	Community Center Deposits	CHICHI WOOD		350.00
27000	12/23/2024	General Fund	Community Center Rental	CHICHI WOOD		-80.00
Check Total:						690.00
27001	12/23/2024	General Fund	Special Departmental Expense	WORK WELLNESS		754.00
Check Total:						754.00
Report Total:						1,491,100.37

Warrant Summary January 13, 2025
Prepared By: Joseph Murillo, Accounting Technician
Accounts Payable Warrant

	Amount
1/13/2025 Warrant	\$ 2,484,555.35
Prewrittens (Checks Processed Between Warrants)	\$ 130,532.63
Total Accounts Payable Warrants:	\$ 2,615,087.98

Additional Warrants

Date	Description	Amount
12/30/2024	AFLAC	\$ 391.29
12/30/2024	AFSCME District Council 57	\$ 978.18
12/30/2024	Atwater Police Officers Association	\$ 3,265.19
12/30/2024	CALPERS Employee 457 Plan	\$ 775.00
12/30/2024	EPARS Employee 457 Plan (PNC Bank)	\$ 2,388.00
12/30/2024	PERS Retirement 12/5/2024-12/18/2024	\$ 63,766.89
12/30/2024	Retiree Medical Reimbursement - January 2025	\$ 55,303.19
12/30/2024	State Disbursement - Child Support 12/18/2024 Payroll	\$ 115.38
12/30/2024	UNUM Voluntary Life Insurance January 2025 Premiums	\$ 214.03
1/6/2025	PERS Health - January 2025	\$ 131,888.26
Total Additional Warrants:		\$ 259,085.41

Payroll

Date	Description	Amount
12/26/2024	Net Payroll	\$ 239,450.37
12/30/2024	Federal Taxes	\$ 81,992.12
12/30/2024	State Taxes	\$ 13,675.35
Total Payroll:		\$ 335,117.84

Grand Total:	\$ 3,209,291.23
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 Anna Nicholas, Finance Director


 Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

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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	12/30/2024	General Fund	Deferred Compensation	PNC BANK		1,738.00
0	12/30/2024	General Fund	Deferred Compensation	PNC BANK		650.00
0	12/30/2024	General Fund	Aflac Premiums	AFLAC PLANS		98.89
0	12/30/2024	General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	12/30/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		36,805.42
0	12/30/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		5,408.01
0	12/30/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		17,383.70
0	12/30/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		17,383.70
0	12/30/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		5,011.29
0	12/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		0.01
0	12/30/2024	General Fund	Aflac Premiums	AFLAC PLANS		195.65
0	12/30/2024	General Fund	Pers Deduction	PERS-RETIREMENT		3,030.82
0	12/30/2024	General Fund	Pers Deduction	PERS-RETIREMENT		1,021.26
0	12/30/2024	General Fund	Pers Deduction	PERS-RETIREMENT		9,588.06
0	12/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		9,779.64
0	12/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	12/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		6,667.04
0	12/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		9,931.05
0	12/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		2,904.53
0	12/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		3.62
0	12/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		18,910.06
0	12/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		1,140.54
0	12/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		3.68
0	12/30/2024	General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		3,265.19
0	12/30/2024	General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		978.18
0	12/30/2024	General Fund	Deferred Compensation	CALPERS		600.00
0	12/30/2024	General Fund	Deferred Compensation	CALPERS		175.00
0	12/30/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		13,675.35
0	12/30/2024	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		107.02
0	12/30/2024	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		10.02
0	12/30/2024	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		96.99
0	12/30/2024	General Fund	Garnishments	STATE DISBURSEMENT UNIT		115.38

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						167,561.43
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MATTHEW PETERSON-HAYWOOD		573.25
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	FRANK PIETRO		734.76
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	THOMAS PROTHRO		245.45
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JAMES ATKINSON		240.03
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	KAREN ARDEN-WALLER		380.74
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	HARRY E. DUNN		832.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	STANLEY FEATHERS		832.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ALLAN BOYER		894.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LEN GUILLETTE		1,152.38
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DEBRA COURT		245.45
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CHRISTIAN HAMBRECHT		895.15
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GARY FRAGO		590.05
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ANTHONY CARDOZA		895.15
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	STEVE KJOS		832.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LINDA FERRERO		368.23
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	KEN JENSEN		461.15
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MICHAEL KEELER		1,298.61
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GLEN C. CARRINGTON		240.03
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	SAMUEL JOSEPH		1,521.62
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ARMANDO ECHEVARRIA		886.51
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DAVID CHURCH		719.61
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ROBERT CALLAWAY		822.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JESUS F. DURAN		1,732.78
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	RANDALL CARROTHERS		1,696.72
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JOSEPH HOFFAR		638.05
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BOBBY GREGORY		2,557.71
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LOIS BELT		368.23
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MANUEL DURAN		145.67
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	RICHARD HAWTHORNE		822.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	TYNA LAMISON		701.03
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GEORGE LOGAN		368.23
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DARIN JANTZ		1,606.29
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	SCOTT DUNCAN		1,915.18
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	PATRICK FARETTA		1,656.75
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	NELSON CRABB		846.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JUAN SUFENTES		1,700.78
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	WILLIAM MARTIN		886.51
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JOHN RASMUSSEN		832.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JOHN SMOTHERS		823.15
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JEFF MONDLOCH		306.23
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BARBARA RIIS CHRISTENSEN		822.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	STEPHEN LUNDGREN		280.80
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	NANCY WILLIAMS		368.23
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MARGARET MERRITT		240.03
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	EARL WEATHERS		832.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ADOLFO LOMELI		1,611.34
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GREG WELLMAN		854.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LORIN MANN		726.15
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JERRY MOORE		822.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	EDWARD VELASQUEZ		240.03
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CYNTHIA THOMPSON		368.23
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LORI WATERMAN		754.33
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	SANDY RAHN		843.61
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CHRISTOPHER A. MCDANIEL		368.23
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ROBERTO ROMERO		606.47
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DENNIS O. SPARKS		368.23
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	TONY RAMIREZ		972.99
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BILL SWALLEY		240.03
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DOUGLAS P. TILLEY		368.23
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BENJAMIN THOMAS		1,522.58
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MIKE STANFORD		1,053.79
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ROBERT VASQUEZ		333.52
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	RENE MENDOZA		822.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DAVID WALKER		676.68
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	KELLY SORENSEN		1,488.33
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	WILLIAM RICHARDS		245.45
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	FRANK ORMOND		245.45
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DICK WISDOM		240.03
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CHARLIE WOODS		832.46
0	12/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ELIZABETH WILDE		886.51
Check Total:						55,303.19
0	01/06/2025	General Fund	Miscellaneous Bills	PERS-HEALTH		4.60
0	01/06/2025	General Fund	Pers Health Payable	PERS-HEALTH		118,424.34
0	01/06/2025	Employee Benefits Fund	General Administration-Ins	PERS-HEALTH		284.22
0	01/06/2025	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		1,918.35
0	01/06/2025	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		196.75
0	01/06/2025	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		11,060.00
Check Total:						131,888.26
Report Total:						354,752.88

Accounts Payable

Checks for Approval

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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
27001	12/23/2024	General Fund	Special Departmental Expense	WORK WELLNESS		754.00
					Check Total:	754.00
27002	12/30/2024	General Fund	Garnishments	CRANE FINANCE		81.84
					Check Total:	81.84
27003	12/30/2024	General Fund	Garnishments	FRANCHISE TAX BOARD		50.00
					Check Total:	50.00
27004	12/30/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		46.81
27004	12/30/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		46.81
27004	12/30/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		46.81
27004	12/30/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		147.67
27004	12/30/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		147.68
27004	12/30/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		147.67
27004	12/30/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		721.65
27004	12/30/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		721.65
27004	12/30/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		721.65
27004	12/30/2024	Sanitation Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
27004	12/30/2024	Water Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
27004	12/30/2024	Sewer Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
					Check Total:	8,448.40
27005	12/30/2024	Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		365.38
27005	12/30/2024	Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
27005	12/30/2024	Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		416.67
27005	12/30/2024	Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		252.43
27005	12/30/2024	Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		524.15
27005	12/30/2024	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		5,508.36
27005	12/30/2024	Applegate Ranch Lndsep	Utilities	MERCED IRRIGATION DISTRICT		19.64
27005	12/30/2024	Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		347.72
27005	12/30/2024	Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		958.11
27005	12/30/2024	Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		670.01

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27005	12/30/2024	Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		116.94
27005	12/30/2024	Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
27005	12/30/2024	Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
27005	12/30/2024	Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		212.17
27005	12/30/2024	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		654.16
27005	12/30/2024	Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		436.11
27005	12/30/2024	General Fund	Utilities	MERCED IRRIGATION DISTRICT		706.71
27005	12/30/2024	Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		58.90
27005	12/30/2024	Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
27005	12/30/2024	Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		593.20
27005	12/30/2024	America West LD	Utilities	MERCED IRRIGATION DISTRICT		156.77
27005	12/30/2024	Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		325.92
27005	12/30/2024	Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		35.37
Check Total:						12,539.46
27006	12/30/2024	General Fund	Utilities	PACIFIC GAS & ELECTRIC		1,727.53
27006	12/30/2024	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		124.96
27006	12/30/2024	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		26.28
27006	12/30/2024	Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		31.13
27006	12/30/2024	Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		28.33
27006	12/30/2024	Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		614.08
27006	12/30/2024	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		16,061.83
27006	12/30/2024	General Fund	Utilities	PACIFIC GAS & ELECTRIC		2,984.91
27006	12/30/2024	General Fund	Utilities	PACIFIC GAS & ELECTRIC		5,612.55
27006	12/30/2024	Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		777.56
27006	12/30/2024	Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		206.69
27006	12/30/2024	Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		75.58
27006	12/30/2024	Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		17.29
27006	12/30/2024	Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		57.86
27006	12/30/2024	Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		19.06
27006	12/30/2024	Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		233.62
27006	12/30/2024	Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		1,293.13
27006	12/30/2024	Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		27.67
27006	12/30/2024	Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		35.05
27006	12/30/2024	Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		143.83
27006	12/30/2024	Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		63,343.45
27006	12/30/2024	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		8,213.25
27006	12/30/2024	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		7,003.29
Check Total:						108,658.93

Accounts Payable

Checks for Approval

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Printed: 1/9/2025 - 2:52 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	01/13/2025	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		92,916.67
0	01/13/2025	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		35,530.73
0	01/13/2025	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		182,653.13
0	01/13/2025	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		59,583.33
0	01/13/2025	General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		1,295.70
0	01/13/2025	General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		46.09
0	01/13/2025	General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		44.97
0	01/13/2025	Water Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		40.42
0	01/13/2025	Sewer Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		40.42
0	01/13/2025	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		40.42
0	01/13/2025	Water Enterprise Fund	Professional Services	AQUA METRIC		12,834.09
0	01/13/2025	Water Enterprise Fund	Professional Services	AQUA METRIC		5,252.75
0	01/13/2025	Water Enterprise Fund	Special Departmental Expense	AQUA METRIC		617.48
0	01/13/2025	Risk Management Fund	Worker's Compensation	CENTRAL SAN JOAQUIN VALLEY RMA		166,338.00
0	01/13/2025	Risk Management Fund	Liability & Property Ins	CENTRAL SAN JOAQUIN VALLEY RMA		135,689.00
Check Total:						692,923.20
27007	01/13/2025	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		65.20
27007	01/13/2025	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		65.20
27007	01/13/2025	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		130.39
Check Total:						260.79
27008	01/13/2025	Internal Service Fund	Professional Services	ADVANCED HEATING & AIR		95.00
Check Total:						95.00
27009	01/13/2025	Sanitation Enterprise Fund	Special Departmental Expense	AGROMIN HORTICULTURAL PRODUCTS		12,131.07
Check Total:						12,131.07
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-81.55
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-35.88
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		16.62
27010	01/13/2025	General Fund	Fire Marshal Supplies	AMAZON CAPITAL SERVICES		145.03
27010	01/13/2025	General Fund	Fire Marshal Supplies	AMAZON CAPITAL SERVICES		58.61

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27010	01/13/2025	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		18.37
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		246.67
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		12.98
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		23.59
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		88.31
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		61.18
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		30.59
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		30.59
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		27.74
27010	01/13/2025	General Fund	Fire Marshal Supplies	AMAZON CAPITAL SERVICES		43.05
27010	01/13/2025	General Fund	Fire Marshal Supplies	AMAZON CAPITAL SERVICES		44.49
27010	01/13/2025	General Fund	Fire Marshal Supplies	AMAZON CAPITAL SERVICES		64.64
27010	01/13/2025	General Fund	Fire Marshal Supplies	AMAZON CAPITAL SERVICES		23.46
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		72.44
27010	01/13/2025	General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		162.45
27010	01/13/2025	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		36.54
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		304.49
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		369.36
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		161.99
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		165.11
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		90.22
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		20.54
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		14.51
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		16.74
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		8.42
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		70.78
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		147.07
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		117.03
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		32.59
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		597.09
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		57.60
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		84.78
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		86.99
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		30.59
27010	01/13/2025	General Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		183.70
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		25.78
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		88.20
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		58.16
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		14.92
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		34.47
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		110.06
27010	01/13/2025	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		43.49
27010	01/13/2025	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		15.73
27010	01/13/2025	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		72.43

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27010	01/13/2025	Internal Service Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		37.95
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		1,880.50
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		400.08
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		155.01
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		1,027.35
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		242.04
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		59.64
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		130.46
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		23.36
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		16.28
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		18.92
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		565.44
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		84.78
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		647.00
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		184.88
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		25.75
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		486.78
27010	01/13/2025	General Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		10.86
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		152.23
27010	01/13/2025	General Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		51.32
27010	01/13/2025	General Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		76.98
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		38.21
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		110.89
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		127.07
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		58.25
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		119.60
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		426.30
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		60.65
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		81.55
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		72.82
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		60.65
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		62.63
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		60.65
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		41.83
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		14.25
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		56.18
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		90.37
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		52.99
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		22.59
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		65.24
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		36.98
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		180.05
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		8.69
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		215.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		65.95
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		45.60
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		11.34
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		131.22
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		61.71
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		93.85
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		43.11
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		18.60
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		37.02
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		364.33
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		29.39
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		48.24
27010	01/13/2025	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		67.06
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		111.52
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		109.72
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		9.14
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		14.53
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		68.33
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		98.68
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		273.32
27010	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		58.70
27010	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		29.35
27010	01/13/2025	Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		179.69
27010	01/13/2025	Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		107.66
27010	01/13/2025	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		36.74
27010	01/13/2025	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		17.38
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		184.86
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		186.75
27010	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		-28.26
27010	01/13/2025	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-81.45
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-1,760.22
27010	01/13/2025	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-120.69
Check Total:						12,967.91
27011	01/13/2025	Internal Service Fund	Utilities	AMERIGAS - MODESTO		2,372.81
Check Total:						2,372.81
27012	01/13/2025	Internal Service Fund	Operations & Maintenance	ASSOCIATES LOCK & SAFE SERVICE		6.50
27012	01/13/2025	Internal Service Fund	Operations & Maintenance	ASSOCIATES LOCK & SAFE SERVICE		12.99
Check Total:						19.49
27013	01/13/2025	Internal Service Fund	Special Departmental Expense	BEST ELECTRIC		164.33
27013	01/13/2025	Internal Service Fund	Professional Services	BEST ELECTRIC		525.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						689.33
27014	01/13/2025	General Fund	Professional Services	BILL'S TOWING		2,500.00
Check Total:						2,500.00
27015	01/13/2025	Information Technology Fund	Special Departmental Expense	BOXCAST INC		1,788.00
Check Total:						1,788.00
27016	01/13/2025	General Fund	Uniform & Clothing Expense	BPS TACTICAL		1,608.18
27016	01/13/2025	General Fund	Uniform & Clothing Expense	BPS TACTICAL		405.00
27016	01/13/2025	General Fund	Uniform & Clothing Expense	BPS TACTICAL		2,406.80
27016	01/13/2025	General Fund	Uniform & Clothing Expense	BPS TACTICAL		5,032.40
27016	01/13/2025	Police Grants Fund	Uniform & Clothing Expense	BPS TACTICAL		10,940.00
27016	01/13/2025	General Fund	Uniform & Clothing Expense	BPS TACTICAL		200.00
27016	01/13/2025	General Fund	Uniform & Clothing Expense	BPS TACTICAL		1,043.00
27016	01/13/2025	General Fund	Uniform & Clothing Expense	BPS TACTICAL		11,920.00
27016	01/13/2025	General Fund	Uniform & Clothing Expense	BPS TACTICAL		1,562.50
Check Total:						35,117.88
27017	01/13/2025	Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		132.59
Check Total:						132.59
27018	01/13/2025	Sewer Enterprise Fund	Special Departmental Expense	JIM BRISCO ENTERPRISES		525.00
27018	01/13/2025	Sewer Enterprise Fund	Special Departmental Expense	JIM BRISCO ENTERPRISES		525.00
Check Total:						1,050.00
27019	01/13/2025	Sewer Enterprise Fund	Professional Services	BSK ASSOCIATES		1,974.88
27019	01/13/2025	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		26.63
27019	01/13/2025	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		26.63
27019	01/13/2025	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
27019	01/13/2025	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		61.12
27019	01/13/2025	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		101.44
27019	01/13/2025	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
27019	01/13/2025	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		26.63
27019	01/13/2025	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
27019	01/13/2025	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
27019	01/13/2025	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		2,363.83
27019	01/13/2025	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,598.44
27019	01/13/2025	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
27019	01/13/2025	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
Check Total:						11,336.98

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27020	01/13/2025	General Fund	Special Departmental Expense	BUBBA BOARDS LLC		375.00
				Check Total:		375.00
27021	01/13/2025	Gas Tax/Street Improvement	Professional Services	CAL FIRE		1,118.00
				Check Total:		1,118.00
27022	01/13/2025	Water Enterprise Fund	Uniform & Clothing Expense	CALIFORNIA INDUSTRIAL RUBBER COMPAN'		476.33
27022	01/13/2025	Water Enterprise Fund	Special Departmental Expense	CALIFORNIA INDUSTRIAL RUBBER COMPAN'		19.81
				Check Total:		496.14
27023	01/13/2025	Sewer Enterprise Fund	Machinery & Equipment	CASCADE INTEGRATION AND DEVELOPMEN'		1,539.00
				Check Total:		1,539.00
27024	01/13/2025	General Fund	Community Center Deposits	CASTLE FAMILY HEALTH CENTERS INC.		350.00
				Check Total:		350.00
27025	01/13/2025	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.32
27025	01/13/2025	Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.09
27025	01/13/2025	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		19.25
27025	01/13/2025	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		7.32
27025	01/13/2025	General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14
27025	01/13/2025	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.53
27025	01/13/2025	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		67.07
27025	01/13/2025	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		89.76
27025	01/13/2025	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		7.32
27025	01/13/2025	Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.09
27025	01/13/2025	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.32
27025	01/13/2025	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		19.25
27025	01/13/2025	General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14
27025	01/13/2025	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		89.59
27025	01/13/2025	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.53
27025	01/13/2025	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		67.07
				Check Total:		616.79
27026	01/13/2025	General Fund	Training	CITY OF MERCED POLICE DEPARTMENT		625.00
				Check Total:		625.00
27027	01/13/2025	Internal Service Fund	Communications	COMCAST		262.61
27027	01/13/2025	Internal Service Fund	Communications	COMCAST		17.09
				Check Total:		279.70
27028	01/13/2025	Internal Service Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		1,266.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27028	01/13/2025	Internal Service Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		1,266.53
27028	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		320.42
27028	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		89.37
27028	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		39.42
27028	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		31.49
Check Total:						3,013.76
27029	01/13/2025	Public Safety Trans & Use Tax	Special Departmental Expense	COOK'S COMMUNICATIONS		857.88
Check Total:						857.88
27030	01/13/2025	Information Technology Fund	Professional Services	DATA PATH		406.56
27030	01/13/2025	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	DATA PATH		2,608.00
27030	01/13/2025	Information Technology Fund	Special Departmental Expense	DATA PATH		2,415.53
Check Total:						5,430.09
27031	01/13/2025	General Fund	Various Classes	MARY ANN DAVIS		364.00
Check Total:						364.00
27032	01/13/2025	Risk Management Fund	Professional Services	DELFINO MADDEN O'MALLEY COYLE & KOE		3,257.73
Check Total:						3,257.73
27033	01/13/2025	Internal Service Fund	Operations & Maintenance	DELRAY TIRE		345.24
27033	01/13/2025	Internal Service Fund	Operations & Maintenance	DELRAY TIRE		2,283.70
Check Total:						2,628.94
27034	01/13/2025	General Fund	Professional Services	DEPT. OF JUSTICE		250.00
Check Total:						250.00
27035	01/13/2025	Public Safety Trans & Use Tax	Professional Services	DEPT.OF FORESTRY & FIRE PROTECTION		1,210,030.58
Check Total:						1,210,030.58
27036	01/13/2025	Water Enterprise Fund	Professional Services	E SOURCE COMPANIES LLC		2,700.00
Check Total:						2,700.00
27037	01/13/2025	Internal Service Fund	Operations & Maintenance	ELITE IRON FENCING		1,660.00
Check Total:						1,660.00
27038	01/13/2025	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		75.76
27038	01/13/2025	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		363.68
27038	01/13/2025	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		102.84

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						542.28
27039	01/13/2025	Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		3,014.63
Check Total:						3,014.63
27040	01/13/2025	Information Technology Fund	Special Departmental Expense	ENVIRONMENTAL SYSTEMS RESEARCH INST		4,438.90
Check Total:						4,438.90
27041	01/13/2025	Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		21.70
27041	01/13/2025	Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		265.00
27041	01/13/2025	Internal Service Fund	Special Departmental Expense	FERGUSON WATERWORKS		101.73
Check Total:						388.43
27042	01/13/2025	General Fund	Castle Park Deposits	JENIFFER FIGUEROA		200.00
27042	01/13/2025	General Fund	Castle Park Rental	JENIFFER FIGUEROA		250.00
Check Total:						450.00
27043	01/13/2025	Sewer Enterprise Fund	Special Departmental Expense	FOSTER'S PUMPS, INC.		836.17
Check Total:						836.17
27044	01/13/2025	General Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		194.84
Check Total:						194.84
27045	01/13/2025	Water Enterprise Fund	Special Departmental Expense	GRAINGER		1,972.24
27045	01/13/2025	Water Enterprise Fund	Special Departmental Expense	GRAINGER		480.07
27045	01/13/2025	Water Enterprise Fund	Special Departmental Expense	GRAINGER		783.25
27045	01/13/2025	Water Enterprise Fund	Special Departmental Expense	GRAINGER		98.18
27045	01/13/2025	Water Enterprise Fund	Special Departmental Expense	GRAINGER		283.77
Check Total:						3,617.51
27046	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	GRANITE CONSTRUCTION COMPANY		3,077.07
Check Total:						3,077.07
27047	01/13/2025	Police Grants Fund	BSCC Officer Wellness Grant	HEALTHVIEW PREVENTIVE MEDICAL CENTE		7,975.00
Check Total:						7,975.00
27048	01/13/2025	General Fund	Special Departmental Expense	HENRY SCHEIN, INC.		733.68
27048	01/13/2025	General Fund	Special Departmental Expense	HENRY SCHEIN, INC.		10.73
27048	01/13/2025	General Fund	Special Departmental Expense	HENRY SCHEIN, INC.		5.14
27048	01/13/2025	General Fund	Special Departmental Expense	HENRY SCHEIN, INC.		11.18

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						760.73
27049	01/13/2025	Internal Service Fund	Operations & Maintenance	HI-TECH EVS INC		37.99
Check Total:						37.99
27050	01/13/2025	Internal Service Fund	Utilities	HOFFMAN SECURITY		832.75
Check Total:						832.75
27051	01/13/2025	General Fund	Special Departmental Expense	HORIZON		492.42
27051	01/13/2025	General Fund	Special Departmental Expense	HORIZON		28.79
27051	01/13/2025	General Fund	Special Departmental Expense	HORIZON		351.60
27051	01/13/2025	General Fund	Special Departmental Expense	HORIZON		109.66
27051	01/13/2025	Water Fund Capital Replacement	Installation-New Water Meters	HORIZON		103.38
Check Total:						1,085.85
27052	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	JAM SERVICES INC		288.19
Check Total:						288.19
27053	01/13/2025	Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		11,693.00
Check Total:						11,693.00
27054	01/13/2025	Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		492.96
27054	01/13/2025	Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		934.43
Check Total:						1,427.39
27055	01/13/2025	General Fund	Community Center Deposits	JM CONSTRUCTION ENGINEERING, INC		350.00
27055	01/13/2025	General Fund	Community Center Rental	JM CONSTRUCTION ENGINEERING, INC		-80.00
Check Total:						270.00
27056	01/13/2025	Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		132.95
Check Total:						132.95
27057	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		153.38
27057	01/13/2025	General Fund	Special Departmental Expense	KELLOGG SUPPLY		112.52
27057	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		7.99
27057	01/13/2025	General Fund	Special Departmental Expense	KELLOGG SUPPLY		67.55
27057	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		253.36
27057	01/13/2025	Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		126.53
27057	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		90.83
Check Total:						812.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27058	01/13/2025	General Fund	Community Center Deposits	ANELLE KELLY		350.00
27058	01/13/2025	General Fund	Community Center Rental	ANELLE KELLY		-80.00
Check Total:						270.00
27059	01/13/2025	Water Fund Capital Replacement	Project Retention	LAWRENCE BACKHOE SERVICE INC		-11,968.80
27059	01/13/2025	Water Fund Capital Replacement	Installation-New Water Meters	LAWRENCE BACKHOE SERVICE INC		239,376.00
Check Total:						227,407.20
27060	01/13/2025	Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		1,283.70
27060	01/13/2025	Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		161.05
Check Total:						1,444.75
27061	01/13/2025	General Fund	Professional Services	LEIST AND ASSOCIATES		6,075.20
Check Total:						6,075.20
27062	01/13/2025	General Fund	Miscellaneous	LOOMIS		1,037.26
Check Total:						1,037.26
27063	01/13/2025	General Fund	Professional Services	LOPES SEPTIC & PUMPING		120.00
Check Total:						120.00
27064	01/13/2025	General Fund	Training	EDWIN LOPEZ		176.90
Check Total:						176.90
27065	01/13/2025	General Fund	Special Departmental Expense	ALEX MACHADO		25.00
Check Total:						25.00
27066	01/13/2025	General Fund	Professional Services	MAVERICK DATA SYSTEMS		1,000.00
Check Total:						1,000.00
27067	01/13/2025	Internal Service Fund	Operations & Maintenance	MC REGIONAL WASTE MGMT. AUTH.		127.80
Check Total:						127.80
27068	01/13/2025	General Fund	Youth Volleyball	MERCED AREA SPORTS OFFICIALS, INC		521.00
27068	01/13/2025	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		308.00
27068	01/13/2025	General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		300.00
27068	01/13/2025	General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		510.00
Check Total:						1,639.00
27069	01/13/2025	General Fund	Professional Services	MERCED CITY TOW SERVICE		285.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						285.00
27070	01/13/2025	Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		104.69
Check Total:						104.69
27071	01/13/2025	General Fund	Men's Summer Softball	MERCED UNION HIGH SCHOOL DISTRICT		1,000.00
27071	01/13/2025	General Fund	Coed Summer Softball	MERCED UNION HIGH SCHOOL DISTRICT		1,000.00
27071	01/13/2025	General Fund	Men's Summer Softball	MERCED UNION HIGH SCHOOL DISTRICT		1,000.00
27071	01/13/2025	General Fund	Coed Summer Softball	MERCED UNION HIGH SCHOOL DISTRICT		1,000.00
27071	01/13/2025	General Fund	Men's Fall Softball	MERCED UNION HIGH SCHOOL DISTRICT		1,000.00
27071	01/13/2025	General Fund	Coed Fall Softball	MERCED UNION HIGH SCHOOL DISTRICT		1,000.00
Check Total:						6,000.00
27072	01/13/2025	Water Enterprise Fund	Special Departmental Expense	MUNIQUEIP, LLC		4,029.58
27072	01/13/2025	Water Enterprise Fund	Special Departmental Expense	MUNIQUEIP, LLC		4,306.50
Check Total:						8,336.08
27073	01/13/2025	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		88.07
27073	01/13/2025	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		14.90
27073	01/13/2025	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		15.16
Check Total:						118.13
27074	01/13/2025	Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,437.56
27074	01/13/2025	Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,438.10
Check Total:						4,875.66
27075	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		50.59
27075	01/13/2025	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		23.48
27075	01/13/2025	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		36.95
27075	01/13/2025	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		23.47
27075	01/13/2025	Sewer Enterprise Fund	Small Tools	O'REILLY AUTO PARTS		19.56
27075	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		35.88
27075	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		20.65
27075	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		139.83
27075	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		21.30
27075	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		23.69
27075	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		26.07
27075	01/13/2025	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		34.98
27075	01/13/2025	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		34.14
27075	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		8.69
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		311.85
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		49.24

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		283.16
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		26.28
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		15.30
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		69.03
27075	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		259.04
27075	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		80.98
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		183.40
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		29.16
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		6.51
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		182.09
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		69.49
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		41.84
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		4.89
27075	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		17.39
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		224.75
27075	01/13/2025	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		77.21
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		11.91
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		12.89
27075	01/13/2025	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		33.33
Check Total:						2,489.02
27076	01/13/2025	General Fund	Utilities	PACIFIC GAS & ELECTRIC		600.72
27076	01/13/2025	General Fund	Utilities	PACIFIC GAS & ELECTRIC		402.15
27076	01/13/2025	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		63.77
27076	01/13/2025	Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		23,312.45
27076	01/13/2025	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		132.57
Check Total:						24,511.66
27077	01/13/2025	Water Enterprise Fund	Special Departmental Expense	POLLARDWATER		1,854.59
Check Total:						1,854.59
27078	01/13/2025	General Fund	Special Departmental Expense	PRESTON'S LOCK & KEY		97.87
Check Total:						97.87
27079	01/13/2025	Water Fund Capital Replacement	Canal Creek Utility Crossing	PROVOST & PRITCHARD CONSULTING GROU		4,665.00
27079	01/13/2025	Sewer Enterprise Fund	Canal Creek Utility Crossing	PROVOST & PRITCHARD CONSULTING GROU		4,665.00
Check Total:						9,330.00
27080	01/13/2025	General Fund	Office Supplies	QUADIENT, INC.		114.00
Check Total:						114.00
27081	01/13/2025	Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		53.09

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						53.09
27082	01/13/2025	Sanitation Enterprise Fund	Special Departmental Expense	RESOURCES RECYCLING & RECOVERY		17,669.00
Check Total:						17,669.00
27083	01/13/2025	Section 125 Medical	Deposits Section 125	STEPHANIE RUIZ		1,176.99
Check Total:						1,176.99
27084	01/13/2025	General Fund	Castle Youth Center Deposits	PAO SAETERN		200.00
27084	01/13/2025	General Fund	Castle Youth Center Deposits	PAO SAETERN		200.00
Check Total:						400.00
27085	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		1,153.62
27085	01/13/2025	Water Enterprise Fund	Uniform & Clothing Expense	SAFE-T-LITE		78.18
27085	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		697.07
Check Total:						1,928.87
27086	01/13/2025	General Fund	Special Departmental Expense	SAN DIEGO POLICE EQUIPMENT CO.,INC		1,802.50
27086	01/13/2025	General Fund	Special Departmental Expense	SAN DIEGO POLICE EQUIPMENT CO.,INC		4,922.34
Check Total:						6,724.84
27087	01/13/2025	PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		507.95
27087	01/13/2025	PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		254.03
27087	01/13/2025	PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		545.55
27087	01/13/2025	PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		10,251.94
27087	01/13/2025	PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		3,604.09
27087	01/13/2025	PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		702.12
27087	01/13/2025	PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		201.41
27087	01/13/2025	CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES		1,278.28
27087	01/13/2025	CDBG Program Income	Activity Deliv (Rehab)	SELF-HELP ENTERPRISES		1,482.29
27087	01/13/2025	PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		321.02
27087	01/13/2025	PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		752.57
Check Total:						19,901.25
27088	01/13/2025	Water Enterprise Fund	Special Departmental Expense	SHANNON PUMP CO.		5,447.30
Check Total:						5,447.30
27089	01/13/2025	General Fund	Special Departmental Expense	SHERWIN-WILLIAMS CO.		195.88
Check Total:						195.88
27090	01/13/2025	Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.		443.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						443.08
27091	01/13/2025	Internal Service Fund	Special Departmental Expense	STATE PRO BUILDERS INC.		2,700.00
27091	01/13/2025	Internal Service Fund	Professional Services	STATE PRO BUILDERS INC.		913.50
Check Total:						3,613.50
27092	01/13/2025	Sewer Enterprise Fund	Professional Services	STATE WATER RESOURCES CONTROL BOARD		6,500.00
27092	01/13/2025	Water Enterprise Fund	Professional Services	STATE WATER RESOURCES CONTROL BOARD		31,547.00
Check Total:						38,047.00
27093	01/13/2025	General Fund	Aged Outstanding Warrants	HENRY STRENGTH		20.73
Check Total:						20.73
27094	01/13/2025	Sewer Enterprise Fund	Special Departmental Expense	SUNBELT RENTALS INC		185.60
Check Total:						185.60
27095	01/13/2025	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		957.95
27095	01/13/2025	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		947.45
27095	01/13/2025	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,011.62
27095	01/13/2025	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,218.76
Check Total:						4,135.78
27096	01/13/2025	Sewer Enterprise Fund	Professional Services	THE BANK OF NEW YORK MELLON		2,300.00
Check Total:						2,300.00
27097	01/13/2025	General Fund	Special Departmental Expense	THE UPS STORE		100.00
Check Total:						100.00
27098	01/13/2025	Information Technology Fund	Communications	TPX COMMUNICATIONS		13,964.93
Check Total:						13,964.93
27099	01/13/2025	Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
Check Total:						33.00
27100	01/13/2025	Internal Service Fund	Professional Services	TURF STAR INC		912.00
Check Total:						912.00
27101	01/13/2025	Internal Service Fund	Operations & Maintenance	VAN DE POL		11,041.83
Check Total:						11,041.83
27102	01/13/2025	General Fund	Training	ROBERTO VARGAS		96.62

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						96.62
27103	01/13/2025	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		291.00
27103	01/13/2025	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		76.07
Check Total:						367.07
27104	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		1.33
27104	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		4.01
Check Total:						5.34
27105	01/13/2025	General Fund	Special Departmental Expense	WESTERN STATE DESIGN INC		975.93
27105	01/13/2025	General Fund	Special Departmental Expense	WESTERN STATE DESIGN INC		1,345.82
27105	01/13/2025	General Fund	Special Departmental Expense	WESTERN STATE DESIGN INC		424.00
Check Total:						2,745.75
27106	01/13/2025	ARPA-American Rescue Plan Act	Professional Services	WILLDAN FINANCIAL SERVICES		4,202.00
Check Total:						4,202.00
27107	01/13/2025	Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		19.36
Check Total:						19.36
27108	01/13/2025	General Fund	Community Center Deposits	CARRIE XIONG		350.00
Check Total:						350.00
27109	01/13/2025	General Fund	Aged Outstanding Warrants	MARIO ZAZUETA		135.58
27109	01/13/2025	General Fund	Aged Outstanding Warrants	MARIO ZAZUETA		45.65
Check Total:						181.23
Report Total:						2,484,555.35



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Brian Raymond
John Cale Kalisa Rochester

MEETING DATE: January 13, 2025
TO: Mayor and City Council
FROM: Richard McEachin, Police Chief
PREPARED BY: Stefani Durbin, Administrative Assistant
SUBJECT: **Approve a General Services Agreement with Allways Towing, LLC for Police Special Tow Services** (Police Chief McEachin)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3515-25 awarding a General Service Agreement, in a form approved by the City Attorney, to Allways Towing, LLC, of Winton, CA for Police Special Tow Services, for an amount not to exceed \$30,000 over the course of the contracted three (3) year term; 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 address the growing need for specialized towing services, particularly in the areas of evidence tows and heavy-duty tows, staff was directed to proceed with a Request for Proposals (RFP) for Police Special Tow Services. These services are essential for supporting law enforcement efforts and ensuring road safety. Staff prepared the RFP, notifications were routed to local companies, posted to the city website, and advertised in the local newspaper. On December 5, 2024, the City received one (1) proposal to the RFP (Exhibit "B") from Allways Towing, LLC based in Winton, 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 Allways Towing, LLC to provide the city with evidence tows and heavy-duty tows. These services will be provided strictly within the city limits. Staff is recommending an initial contract limit of \$30,000 over the course of the three (3) year contract.

1. Heavy-Duty Tows:

As our city continues to grow, so does the demand for heavy-duty towing services. Specifically, heavy-duty tows are required for larger vehicles such as motorhomes, travel trailers, RVs, campers, boats, boats with trailers, utility trailers of various sizes, or equivalent. These vehicles often require specialized towing equipment and expertise to

ensure safe and efficient transport without causing delays or disruptions. Always Towing, LLC is equipped with the necessary heavy-duty fleet and skilled professionals to manage these types of towing incidents, offering a reliable solution for when larger vehicles need to be removed from roads or other locations.

2. Evidence Tows:

In our city's ongoing efforts to combat crime and improve public safety, evidence collection from crime scenes often involves the removal of vehicles. Evidence tows are critical for preserving the integrity of investigations and ensuring that all vehicles related to criminal activities are securely transported and handled with care. Always Towing, LLC has a proven track record of working with law enforcement, offering experienced personnel trained to handle such sensitive cases.

3. Benefits to the City:

By establishing a contract with Always Towing, LLC the city would benefit from:

- **Timely and Reliable Service:** Always Towing, LLC offers 24/7 availability, ensuring that urgent towing needs, especially those related to evidence collection or heavy-duty incidents, are addressed promptly.
- **Compliance and Accountability:** Always Towing, LLC adheres to all industry regulations and safety standards, ensuring that vehicles, particularly larger and more specialized ones, are handled properly and with the utmost care.

II. FISCAL IMPACTS:

Sufficient funding for this is available in the Fiscal Year 2024-25 Budget: Police Administration, Professional Services Account No. 0001.2020.3030. 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 not considered a "Project" under section 21065 of the Public Resources Code therefore is not subject to analysis under the California Environmental Quality Act (CEQA).

IX. STEPS FOLLOWING APPROVAL:

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

Submitted by: /s/ Richard McEachin

Richard McEachin, Police Chief

Approved by:



Chris Hoem, City Manager

Attachments:

1. Exhibit A: REQUEST-FOR-PROPOSAL-Special Tow Services FINAL
2. Exhibit B: Allways Towing Proposal Submitted
3. Resolution General Service Agreement Allways Towing - Special Tow Services
4. General Service Agreement for Special Tow Services

CITY OF ATWATER, CA
REQUEST FOR PROPOSAL (RFP)
FOR
POLICE SPECIAL SERVICES TOW



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

Attn: 1160 Fifth Street, Atwater, CA 95301

RFP RELEASE DATE: November 4, 2024

**PROPOSALS MUST BE RECEIVED BY 2:00 P.M. on
December 5, 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 **December 5, 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 November 12, 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 **December 5, 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. **Contractor Selection Criteria**- The City will be awarding this contract based on a comparison of their grand total cost .

11. Key Dates and Information

RFP Release Date:	November 4, 2024
Title:	Police Special Services Tow
Deadline for written questions/clarifications:	November 12, 2024 at 4:00 p.m. Send to: msalvador@atwater.org
Response to Written Questions:	November 19, 2024, at 4:00 p.m.
<i>Proposal Due Date and Time:</i>	<i>December 5 , 2024, by 2:00 p.m.</i>
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.
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 qualified vendor who can provide special tow services to remove, including but not limited to, evidence vehicles of all types, motorhomes, travel trailers, campers, boats, and utility trailers. The services required are on an on-call basis - 24 hours a day, seven days a week, within the maximum response time of 60 minutes. The successful Contractor will be expected to enter into the City's standard general 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 police@atwater.org or other City designee.
2. **CONTRACT LENGTH & EFFECTIVE DATES:** This contract will be effective for three (3) years from **December 9, 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. **TYPES OF EQUIPMENT:** This contract is for Special Tow Services and the types of vehicles towed could be classified Motorhomes, Travel trailers, RV's, Campers, Boats, Boats with Trailers, Utility Trailer of various sizes, or equivalent.
4. **EVIDENCE TOWS:** The vendor shall respond and pick up vehicles for evidence and transport the vehicles to our designated location.
5. A Business License is required prior to performing work within the City.
6. The vendor 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.

TOW TRUCK CLASSIFICATION

7. The vendor shall equip and maintain tow trucks covered under the agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices.
8. Vendor shall provide three (3) classes of tow trucks, or may substitute a tow truck in a larger weight category for the absence of a tow truck in a lower weight category:
 - Class B – Medium Duty
 - Vendor shall maintain at least one tow truck with a manufacturer's Gross Vehicle Weight rating of 26,000 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment specifications are those established by the California Highway Patrol, as amended from time to time, and are available at the Atwater Police Department. The vendor may have a carrier, but the carrier must be an additional unit.

- Class C – Heavy Duty
 - Vendor shall maintain or have access to at least one tow truck with a manufacturer's Gross Vehicle Weight rating of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class C equipment specifications are those established by the California Highway Patrol, as amended from time to time, and are available at the Atwater Police Department.
 - Class D – Super Heavy Duty Recovery Vehicle
 - Vendor shall maintain or have access to at least one tow truck with a manufacturer's Gross Vehicle Weight rating of at least 54,000 pounds. The truck shall be equipped with air brakes, a rotator, and must be capable of providing and maintaining continuous air to the towed vehicle. If this class of tow truck is used exclusively for salvage and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle. Class D equipment specifications are those established by the California Highway Patrol, as amended from time to time, and are available at the Atwater Police Department.
9. The vendor shall provide sufficient tow trucks in each of the foregoing classes of sufficient higher weight class tow truck substitutions to ensure that the Vendor responds to each call for service within the 15-minute maximum response time. It is understood that the response time for heavy-duty tow vehicles may reasonably exceed the maximum response time.

TOW DRIVERS

- A. The vendor shall ensure that only qualified and competent tow drivers respond to calls for service initiated by the Atwater Police Department. Tow truck drivers shall be at least 18 years old and possess the following minimum class driver's license and qualifications:
- Class A Tow Truck – A valid class C license, or valid class A (1) license with a valid medical certificate.
 - Class B Tow Truck - A valid class A (1) license with a valid medical certificate.
 - Class C/D Tow Truck – CTTA (California Tow Truck Association) certified within last five years, and a valid class A (1) license with a valid medical certificate.
- B. The Class (A) 1 license shall be endorsed to allow the operation of special vehicle configurations and/or special cargos.
- C. The vendor shall maintain a current list of drivers and provide Atwater Police Department a list of drivers performing services for the City.
- D. The vendor shall procure and maintain in full force and effect a City Business License during the term or any extended term. Criminal History checks (All Felony/Fraud and DUI Convictions) on drivers working within the City.

RESPONSE TO CALLS

- A. The vendor shall respond to calls generated by or through the Atwater Police Department, 24 hours a day, seven days a week, within the maximum response time of 60 minutes. At the time of notification, Vendor will advise dispatch when Vendor(s) are unable to respond or meet the maximum response time.
- B. All questions and disputes regarding the validity of the towing service rendered generating from an Atwater Police Department call for service shall be referred to the Chief of Police or his/her designee during normal business hours, Monday through Friday, excluding holidays.

BUSINESS HOURS

- A. Police availability: Vendor shall make their services available on a 24-hour, 7 day a week basis, including holidays.

COMPLIANCE WITH LAW

- A. The vendor shall at all times comply with Federal, State, and local laws and ordinances.

EQUIPMENT SPECIFICATIONS

- A. Tow truck equipment specifications shall be those established by the California Highway Patrol, as amended, and are hereby incorporated by reference as if set forth herein.

ON-SCENE DUTIES

- A. Upon arriving on scene to remove any vehicles, Tow Company's personnel shall report to the Peace Officer in charge and discharge their duties in accordance with the following conditions:
 - The vendor shall make every reasonable effort to comply with direction provided by the officer(s)-in-charge.
 - The vendor shall always wear their reflective safety vest. A vendor arriving at the scene providing service or towing a vehicle must display an oscillating, flashing or rotating amber light. No other color may be used. The emergency light must be discernible from the front and back of the truck for at least 500 feet.
 - Vendors may make any emergency alterations reasonably required to safely move non-evidence vehicles.
 - After removing a vehicle from the public right-of-way or private property, vendors shall securely transport the vehicle.

Safety and Training

- A. Safety and appropriate training/licensing are critical requirements for the selected Contractor.
- B. Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the City, Merced County, State of California and the Federal Government of the United States.

- C. 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 conditions.

CITY DEPARTMENT ERRORS AND OMISSIONS

When any vehicle has been ordered towed by City and it is established that the tow was in error through a mistake of fact, tow company shall release the vehicle to its registered owner or another legitimate claimant at no cost.

CITY OF ATWATER
Special Tow 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

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

Please enter the type of **specialty tow** 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/ Fixed 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
SPECIAL
SERVCIES TOW
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"
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 subcontractors 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"

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:

 X **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.

 X **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.

 X **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.

Title

CITY OF ATWATER
Special Tow 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 ALL WAYS TOWING

Contact Name BRANDON ESPINOZA

Title MANAGER

Address 6201 N WINTON WAY

City/State/Zip WINTON CA 95388

Telephone 209 357 5000 FAX _____

Email Address ALLWAYS TOWING LLC@GMAIL.COM

Contractor's License No. N/A Exp. Date N/A

City of Atwater Business License No. 9903014902 Exp. Date 6/30/25

Signature [Signature] Date 11/19/24

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

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

Please enter the type of **specialty tow** 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/ Fixed Rates					Comments
		FY 24/25	FY 25/26	FY 26/27	Optional: FY 27/28	Optional: FY 28/29	
1.	LANDOLL	\$ 300 PER HR	\$ 300 PER HR	\$ 350 PER HR	\$ 350 PER HR	\$ 375 PER HR	
2.	HEAVY DUTY WRECKER	\$ 300 PER HR	\$ 300 PER HR	\$ 350 PER HR	\$ 350 PER HR	\$ 375 PER HR	
3.	FLATBED CAR CARRIER	\$ 200 PER HR	\$ 200 PER HR	\$ 250 PER HR	\$ 250 PER HR	\$ 275 PER HR	
4.	LIGHT DUTY WRECKER	\$ 200 PER HR	\$ 200 PER HR	\$ 250 PER HR	\$ 250 PER HR	\$ 275 PER HR	
5.	MEDIUM DUTY WRECKER	\$ 250 PER HR	\$ 250 PER HR	\$ 300 PER HR	\$ 300 PER HR	\$ 325 PER HR	
6.	SUPER HEAVY DUTY RECOVERY	\$ 350 PER HR	\$ 350 PER HR	\$ 400 PER HR	\$ 400 PER HR	\$ 425 PER HR	
7.	LABOR PER HOUR	\$ 60	\$ 60	\$ 65	\$ 70	\$ 70	
8.	DISPOSAL COST PER FOOT	\$ 60	\$ 60	\$ 65	\$ 70	\$ 70	
9.	ROTATOR	\$ 800 PER HR	\$ 800 PER HR	\$ 900 PER HR	\$ 900 PER HR	\$ 950 PER HR	
10.		\$	\$	\$	\$	\$	
11.		\$	\$	\$	\$	\$	

**NON-COLLUSION AFFIDAVIT**

THIS PAGE MUST BE NOTARIZED

**CITY OF ATWATER
SPECIAL
SERVICES TOW
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

Rydybent Espinosa

SIGNATURE

[Signature]

TITLE

owner

Subscribed and sworn to before me by:

This _____ day of _____, 20____

See Attached
Notary Public**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

JURAT

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.

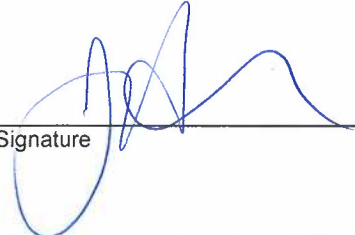
State of California

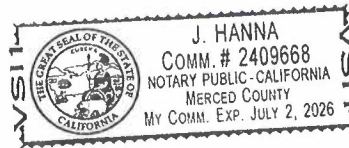
County of Merced

Subscribed and sworn to (or affirmed) before me on this 25 day of November,

20 24 by Rigoberto Espinoza

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature  (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information _____

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- 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 jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

City of Atwater, California

Fiscal Year 2024 / 2025 Business License

EXPIRES JUNE 30, 2025

Date Issued: 07/25/2024

License No: 9903014902

Issued to: ALWAYS TOWING L L C
6201 N WINTON WAY
WINTON, CA 95388

Account No: 340013

Location: 6201 N WINTON WAY STE A
WINTON, CA 95388-9564

The licensee named herein is authorized to do business at the above specified business location as provided for in the License Schedules listed below:

<u>Schedule</u>	<u>Description</u>	<u>Units</u>
999999.01	MISC FIXED LOCATION BUSINESS	

THIS LICENSE DOES NOT PERMIT BUSINESS OPERATION UNLESS YOUR BUSINESS IS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL APPLICABLE LAWS/RULES.

This is NOT A BILL.

This license must be posted.

Avenu

Issuing Authority

Questions regarding this license should be addressed to Avenu at (866) 240-3665



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING A GENERAL SERVICES AGREEMENT WITH ALWAYS TOWING, LLC FOR POLICE SPECIAL TOW SERVICES

WHEREAS, The City of Atwater has identified a need for Special Tow Services, i.e. Evidence Tows and Heavy-Duty Tows, and;

WHEREAS, in response to an identified need to address the growing need for specialized towing services, particularly in the areas of evidence tows and heavy-duty tows, staff was directed to proceed with a Request for Proposals (RFP) for Police Special Tow 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 December 5, 2024, the City received one (1) qualified proposal to the RFP from Allways Towing, LLC based in Winton, CA, and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater hereby awards a General Service Agreement, in a form approved by the City Attorney, to Allways Towing, LLC, Winton, CA for Special Tow Services, for an amount not to exceed \$30,000 over the course of the contracted (3) year term; and to authorize and direct the City Manager to execute the Agreement on behalf of the City.

The foregoing resolution is hereby adopted this 13th day of January 2025.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

**Attachment “A”
CITY OF ATWATER
GENERAL SERVICES AGREEMENT**

This Agreement is made and entered into as of January 13, 2025 by and between the City of Atwater, a public agency organized and operating under the laws of the State of California (“City”), and Allways Towing, LLC, a licensed tow company, with its principal place of business at 6201 N. Winton Way, Winton, CA 95388, 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: Special tow services to remove, including but not limited to, evidence vehicles of all types, motorhomes, travel trailers, campers, boats, and utility trailers (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.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Contractor under this Agreement exceed the sum of \$30,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to 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. Term

The term of this Agreement shall be from January 13, 2025, to July 1, 2027, unless earlier terminated as provided herein.

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 subcontractors 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:

	<u>Combined Single Limit</u>	
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 Brandon Espinoza 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 :

Allways Towing, LLC
6201 N Winton Way
Winton, CA 95388
Attn: Brandon Espinoza

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.

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 ALLWAYS TOWING**

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: _____
Brandon Espinoza, Manager

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"

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:

 X **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.

 X **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.

 X **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.

Title



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Brian Raymond
John Cale Kalisa Rochester

MEETING DATE: January 13, 2025
TO: Mayor and City Council
FROM: Greg Thompson, Deputy City Manager/Community Development Director
PREPARED BY: Julia Coronado, Jim Vang, Civil Engineering Assistant
SUBJECT: **Resolution Approving a Budget Amendment to Allocate Funding for City Wide Traffic Signal Synchronization** (Deputy City Manager/Community Development Director Thompson)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3516-25 approving Budget Amendment No. 8, amending Fiscal year 2024-25 Budget to allocate funding for City Wide Traffic Signals Synchronization in the amount not to exceed \$143,707.00.

I. BACKGROUND/ANALYSIS:

The budget was established and was previously approved by City council at the June 26th, 2023, council meeting. However, funds were not rolled over to the Fiscal Year 2024-25. By approving this Budget amendment sufficient funds will be made available to move forward with the project.

In December of 2021, the City responded to MCAG's "Congestion Mitigation and Air Quality (CMAQ) Call for Projects – Spring/Summer 2021" for a city wide traffic signals synchronizations project to improve traffic flow and reduce vehicle emissions. The project was awarded a funding grant (Exhibit "C") in the amount up to \$1,350,793 (federal fund in the amount of \$1,195,857 with local match in the amount of \$154,936) for the design, engineering, environmental analysis, and construction of the project. The project will integrate 17 existing traffic signals together with 6 traffic signals previously synchronized. The purpose of synchronizing traffic signals is to facilitate motorist progress along roadways by minimizing delays and stops at intersections, thereby reducing fuel consumption and vehicle emissions. Synchronization improves circulation by reducing time delays, reducing vehicle queue lengths at intersections, and providing gaps for traffic from minor intersection streets roadways to safely enter major roadways. Reducing time delays also improves good movements on the City's major corridors.

II. FISCAL IMPACTS:

Approval of Budget Amendment No. X will provide sufficient funding for this project for the City's local Preliminary Engineering and Construction match in the Measure V Local, Account No. 0007-1080-XXXX, \$143,707.

This item was reviewed by the Finance Director.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

N/A

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item was reviewed by 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:

This project is Categorically 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:

The steps following approval will include the City Clerk certifying the authorizing Resolution.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Resolution No XXXX-25 BA No. X City Wide Traffic Signals Synchronization



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-25

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ATWATER APPROVING BUDGET
AMENDMENT NO. X AMENDING 2024-2025
FISCAL YEAR BUDGET REGARDING CITY WIDE
TRAFFIC SIGNALS SYNCHRONIZATION
PROJECT.**

WHEREAS, the City Council of the City of Atwater adopted Resolution No. 3462-24 adopting the 2024-2025 Fiscal Year Budget on June 10, 2024; and

WHEREAS, the budget was established and was previously approved by City Council at the June 26, 2023, City Council meeting. However, funds were not rolled over to the Fiscal Year 2024-25; 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: Establishing Measure V Local Fund Budget for Fiscal Year 2024-25 regarding City Wide Traffic Signals Synchronization Project.

Establish Budget (Expense)	0007-1080-X013	City Wide Traffic Signals Synchronization (Local Match for PE and Con Phase)	\$143,707
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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's office.

The foregoing resolution is hereby adopted this 13th day of January 2025.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Brian Raymond
John Cale Kalisa Rochester

MEETING DATE: January 13, 2025
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Resolutions Approving Budget Amendment and Awarding a General Construction Contract for the Castle Sewer Interceptor Rehabilitation/Replacement Project** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Motion to Adopt Resolution No. 3517-25 approving Budget Amendment No. 9 amending the Fiscal Year 2024-25 budget; and Motion to Adopt Resolution No. 3518-25 awarding a General Construction Agreement, in a form approved by the City Attorney, to Mountain Cascade, Inc. of Livermore, California, for the Castle Sewer Interceptor Rehabilitation/Replacement Project, City Project 19-09, in an amount not to exceed \$1,714,880.00 and authorize construction contract change orders up to an aggregate amount of \$171,488.00 (10%); and authorizes and directs the City Manager or his designee to execute all contract documents on behalf of the City; or

Motion to approve staff recommendations as presented.

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 formerly 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. finished the plans and specifications for the rehabilitation of the Castle Sewer Lift Station Rehabilitation Project and the project is ready 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.

Bid proposals for this project were opened on Thursday, November 21, 2024, at 2:00 P.M. and were totaled and reviewed for responsiveness. Seven (7) bid proposals were received. The Bid Summary (Exhibit "A") shows the bid amounts ranging from \$1,714,880.00 to \$2,317,228.00.

Staff has reviewed the bids and determined that the bid submitted by Mountain Cascade Inc. of Livermore, California in the amount of \$1,714,880.00 is a responsive and acceptable bid. This bid is \$276,120 lower than the engineers' estimate of \$1,991,000.

The recommended contract administration practice is to include 10% of the bid amount as contingency funds for unforeseen and necessary changes to the contract. Staff recommends a total construction budget of \$1,886,368.00. This total budget includes the construction contract amount of \$1,714,880.00 for bid items and \$171,488.00 contingency with contractor.

At the time of budget, staff did not know an estimated cost of construction for the pump station since the design was not completed at that time. Staff estimated \$1,300,000 at the time the FY 2024-25 was adopted. After completion of the design, the estimated cost of construction was \$1,991,000. The lowest bid came in under the construction estimate at \$1,714,880; therefore, staff is requesting an additional \$600,000 in the Sewer Fund, Capital Improvement Project, Castle Sewer Interceptor Account to cover the construction contract, contingency if needed, and any additional cost such as testing if needed. This amendment will revise the budget appropriation from \$1,300,000 to \$1,900,000 for Account No. 6010-1080-W007.

II. FISCAL IMPACTS:

Sufficient funding for this project will be available upon approval of Budget Amendment No. 9 in the Sewer Enterprise Fund, Capital Improvements, Castle Sewer Interceptor FY 2024-25; Account No. 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 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 Categorically 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:

Following City Council's approval for the award of contract, staff will issue a notice of award to the contractor, hold a pre-construction meeting, and issue a notice to proceed, with construction to follow.

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Bid Summary-Castle Sewer Interceptor
2. Budget Amendment Resolution Castle Sewer Interceptor

3. Resolution XXXX-25 Awarding Construction Contract with Mountain Cascade Inc
4. Short Form Construction Contract Template (2024)-c1

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT

BID SUMMARY

CASTLE SEWER LIFT STATION REHAB PROJECT

Project No. 19-9; Bid Call No. 730-24

Bid Opening: November 21, 2024; Engineer's Estimate: \$1,991,000

No.	Contractor	Base Bid Total	Alt. Bid Total	Total Base Bid + Alt Bid
1	Mountain Cascade Inc. P.O Box 5050 Livermore, CA94551	\$1,704,080.00	\$10,800.00	\$1,714,880.00
2	Rolfe Construction 3573 Southern Pacific Ave. Atwater, CA 95301	\$1,816,621.00	\$14,040.00	\$1,830,661.00
3	Pacific Infrastructure 435 Boulder Court, Ste. 200 Pleasanton, CA 94566	\$1,806,930.00	\$40,500.00	\$1,847,430.00
4	Koch & Koch, Inc. 13084 John Bauer Ave Grass Valley, CA 95945	\$1,878,488.00	\$28,782.00	\$1,907,270.00
5	Syblon Reid Contractors P.O Box 100 Folsom, CA 95763	\$1,984,340.00	\$19,440.00	\$2,003,780.00
6	Urban Constructors 730 West Stadium Lane Sacramento, CA 95834	\$2,013,300.00	\$71,550.00	\$2,084,850.00
7	Manito Construction, Inc. 1228 Quarry Lane, Suite C Pleasanton, CA 94566	\$2,233,228.00	\$84,000.00	\$2,317,228.00



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-25

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ATWATER APPROVING BUDGET
AMENDMENT NO. X AMENDING 2024-2025
FISCAL YEAR BUDGET REGARDING CASTLE
SEWER INTERCEPTOR
REHABILITATION/REPLACEMENT PROJECT**

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 Sewer Enterprise Fund, Capital Improvement Projects, Castle Sewer Interceptor for Fiscal Year 2024-2025

Increasing Budget (Expense)	6010.1080.W007	Castle Sewer Interceptor	\$600,000.00
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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'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 13th day of January 2025.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING A GENERAL CONSTRUCTION AGREEMENT TO MOUNTAIN CASCADE, INC. OF LIVERMORE, CA FOR THE CASTLE SEWER INTERCEPTOR REHABILITATION /REPLACEMENT PROJECT

WHEREAS, The Castle Sewer Interceptor receives sewer flows from the Atwater Penitentiary, Castle Gardens (Old Base Housing), and the area formerly known as the old Castle Air Force Base; and

WHEREAS, The pumps at the Castle Sewer Interceptor failed in 2019 ; and

WHEREAS, The city hired QK Inc. to design a new pump station at the Castle Sewer Interceptor; and

WHEREAS, The City Council approved the design and call for bid for the Castle Sewer Interceptor at the October 28, 2024 city council meeting; and

WHEREAS, The city received seven bids for the project with Mountain Cascade, Inc. coming in as the lowest responsive and responsible bidder at \$1,714,880.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby approve a General Construction Agreement, in a form approved by the City Attorney, to Mountain Cascade, Inc. of Livermore, CA in an amount not to exceed \$1,714,880 and 10% contingency of \$171,488.00 for the Castle Sewer Interceptor Rehabilitation/Replacement Project.

The foregoing resolution is hereby adopted this 13th day of January 2025.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

CITY OF ATWATER
CONSTRUCTION CONTRACT

[PROJECT NAME]

1. PARTIES AND DATE.

This Contract is made and entered into this [] day of [], 2024 by and between the City of Atwater, a public agency of the State of California ("City") and [Contractor Name], a [Entity Type] with its principal place of business at [Contractor Address] ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing heating ventilating and air conditioning related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: [].

2.3 Project. City desires to engage Contractor to render such services for the [Project Name] ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment Bond (Exhibit "F")
- Fleet Compliance Certification. (Exhibit "G")
- Addenda
- Change Orders executed by the City

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services,

and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within *****INSERT NUMBER OF CALENDAR OR WORKING DAYS***** days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.2 Force Majeure. Neither City nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. 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 Contract. Contractor's exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Five Hundred (\$500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, 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 Work, including any required 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 work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **[***INSERT PRICE***]** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which

Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. 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 any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. 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.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. 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.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, 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 subject to any applicable liquidated damages 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.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from

such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California

subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality.

Contractor shall fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the San Joaquin Valley Air Pollution Control District (Air District) and/or California Air Resources Board (CARB). Although the Air District and CARB limits and requirements are more broad, Contractor shall specifically be aware of their

application to "portable equipment", which definition is considered by Air District and CARB to include any item of equipment with a fuel-powered engine.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and any subcontractors' fleet including, without limitation, all Certificates of Reported Compliance, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Contractor shall indemnify District against any fines or penalties imposed by Air District, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including

but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is

earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of

this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that 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 provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract 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 by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such

rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this

Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance

required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-

insured retentions must be declared to and approved by the City. Contractor shall guarantee that, 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 officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers

with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original

certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must 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, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of

this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions,

including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 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.

3.16.3 Verification of Employment Eligibility. By executing this Contract, 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 subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates *****INSERT TITLE*****, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory

coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. 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 Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

[Contractor Name]

INSERT CONTRACTOR ADDRESS

Attn: ***INSERT CONTRACTOR REP. NAME AND TITLE***

CITY:

City of Atwater

INSERT CITY ADDRESS

Attn: ***INSERT CITY REP. NAME AND TITLE***

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws and Venue. This Contract 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 Contract, the action shall be brought in the Superior Court of California for the County of Merced.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. 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 Contract. 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 Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. 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 Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or

subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ATWATER
AND [CONTRACTOR NAME]**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the
[***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

City of Atwater

[CONTRACTOR NAME]

By: _____
Christoper Hoem
City Manager

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

EXHIBIT “A”
SERVICES / SCHEDULE

[INSERT SCOPE OF SERVICES]

EXHIBIT “B”

PLANS AND SPECIFICATIONS

[INSERT ALL PLANS AND SPECS]

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of Payment Bond on the form supplied by the City and included as Exhibit "F" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

ARTICLE 2. Reverse Liquidated Damages Due to Unreasonable City Delay.

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of **\$400** per Day of delay in excess of the time specified for the completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[Contractor Name]

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

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

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

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

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

EXHIBIT “F”
PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Atwater (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to [Contractor Name] hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

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

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

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

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

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

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

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

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

Date of Document

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

Signer(s) Other Than Named Above

Exhibit G
Fleet Compliance Certification.

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____