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

April 14, 2025

REGULAR SESSION: (Council Chambers)

CALL TO ORDER: **6:00 PM**

INVOCATION:

PLEDGE OF ALLEGIANCE TO THE FLAG:

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.)

CEREMONIAL MATTERS:

- **Atwater High School Girls Basketball Team**

  Staff's Recommendation: That Mayor Nelson and Mayor Pro Tem Cale, on behalf of the City Council, present certificates to Coach JR Davis and the Atwater High School Girls Basketball Team for their many accomplishments this 2024-2025 basketball season.

- **Oath of Office - Reserve Police Officer**

  Staff's Recommendation: That City Clerk Billings administer the oath of office to the newly appointed Reserve Police Officer Danny Ortiz.

- **Oath of Office - Police Officer**

  Staff's Recommendation: That City Clerk Billings administer the ceremonial oath of office to the newly appointed Police Officer Brittney Ruiz.

CONSENT CALENDAR:

NOTICE TO THE PUBLIC

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

TREASURER'S REPORT:

1. **February 28, 2025**

   Staff's Recommendation: Approval of reports as listed.

WARRANTS:

2. **a.) March 24, 2025**
   b.) April 14, 2025

   Staff's Recommendation: Approval of warrants as listed.

MINUTES: (Citizens' Oversight Committee)

3. December 10, 2024 - Regular Meeting

Staff's Recommendation: Acceptance of minutes as listed.

MINUTES: (City Council)

4. a.) March 10, 2025 - Regular meeting
b.) March 17, 2025 - Special meeting
c.) March 24, 2025 - Special meeting

Staff's Recommendation: Approval of minutes as listed.

RESOLUTIONS:

5. Approving an Amendment to the Atwater Bombers Use Agreement (Public Works Director Vinson)

Staff's Recommendation: Adoption of Resolution No. 3520-25 approving Amendment No. 1 of Use Agreement approved February 26, 2024, in a form approved by the City Attorney, with Atwater Bombers for the use of Fireman's Memorial Ballpark for organized baseball activities, and authorizes and directs the City Manager, or his designee, to execute the First Amendment to the Use Agreement on behalf of the City.

6. Approving a General Construction Contract with United Pavement Maintenance, Inc. for Camellia Pavement Replacement (Public Works Director Vinson)

Staff's Recommendation: Adoption of Resolution No. 3521-25 awarding a General Construction Agreement, in a form approved by the City Attorney, to United Pavement Maintenance, Inc. of Hughson, California, for the Camellia Pavement Replacement Project, City Project 25-03, in an amount not to exceed $39,426.66 and authorize construction contract change orders up to an aggregate amount of $3,942.67 (10%); and authorizes and directs the City Manager or his designee to execute all contract documents on behalf of the City.

7. Approving and Ratifying a Side Letter Agreement Between the City of Atwater and Atwater Miscellaneous Employees Unit American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, Regarding Terms and Conditions of Employment Relating to Article 8 (Major Fringe Benefits), Section 8.4 (Holidays) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City (Human Resources Director Sousa)

Staff's Recommendation: Adoption of Resolution No. 3522-25 Approving and Ratifying a Side Letter Agreement Between the City of Atwater and Atwater Miscellaneous Employees Unit, American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, Regarding Terms and Conditions of Employment Relating to Article 8 (Major Fringe Benefits), Section 8.4 (Holidays) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement

on Behalf of the City.

8. **Approving a Budget Amendment and a Memorandum of Understanding between Merced County and the City of Atwater for VIPER analyst** (Police Chief McEachin)

   Staff's Recommendation: Motion to adopt Resolution No. 3523-25 approving Budget Amendment No. 11 amending Fiscal Year 2024-25 Budget to allocate funding for a Memorandum of Understanding between Merced County and the City of Atwater for Atwater's portion as a crime analyst in the Merced County Violence Interruption and Prevention Emergency Response (VIPER) Program; and

   Motion to adopt Resolution No. 3524-25 to approve a Memorandum of Understanding, in a form approved by the City Attorney, between Merced County and the City of Atwater for Atwater's portion as a crime analyst in the Merced County Violence Interruption and Prevention Emergency Response (VIPER) Program, in an amount not to exceed $34,000 annually; and authorizes and directs the City Manager to execute all contract documents on behalf of the City; or

   Motion to adopt staff's recommendation as presented.

9. **Approving Budget Amendment for the purchase of the Axon Camera System regarding the Police Department Interview Room** (Police Chief McEachin)

   Staff's Recommendation: Adopting Resolution No. 3525-25 approving Budget Amendment No. 12 amending the Fiscal Year 2024-25 budget for the purchase of the Axon camera system in the amount of $38,935.02, to be installed in the interview room at the Atwater Police Department.

10. **Approving an Amendment to the Design Services Agreement with Mark Thomas for the Bellevue Road Realignment/Reconstruction Project** (Chris Hoem)

    Staff's Recommendation: Adoption of Resolution No. 3526-25 approving an Amendment No. 1 to the Design Services Agreement with Mark Thomas, in a form approved by the City Attorney, in an amount not to exceed $108,534.00 for a total amount of $1,989,352.00 for Engineering Design Services on the Bellevue Road Realignment/Reconstruction Project; and authorizes additional contingency funds at the discretion of the City Manager in an amount not to exceed $160,648.00 for a total amount of $2,150,000.00; and authorizes and directs the City Manager or his designee to execute all contract documents on behalf of the City.

OTHER ACTIONABLE ITEMS:

11. **Approving Specifications and Authorizing Advertising and Calling for Bids for Olive Avenue Overlay Project** (Public Works Director Vinson)

    Staff's Recommendation: Approves the specifications and authorizing advertising and calling for bids for the Olive Avenue Overlay Project, Project No. 24-07, Bid Call Number 733-25

12. **Letter Supporting an Application for Federal Funding to Develop and Construct a Hydrogen Fueling Station for MCAG-The BUS** (City Manager Hoem)

    Staff's Recommendation: Authorize and direct Mayor Nelson to execute a letter of support, on behalf of the City of Atwater, regarding the Merced County Association of Governments (MCAG) The Bus submitting an application for federal funding to develop and construct a hydrogen fueling station at its operation and maintenance facility.

END OF CONSENT CALENDAR

PUBLIC HEARINGS:

13. **Adopting the City of Atwater Public Safety Master Plan** (CAL Fire Battalion Chief Ayuso and Police Chief McEachin)

    Staff's Recommendation: Open the Public Hearing and take any testimony given;

    Close the public hearing;

    Motion to adopt Resolution No. 3527-25 approving the City of Atwater Public Safety Master Plan as prepared by Griffin Structures, Inc; or

    Motion to approve staff's recommendation as presented.

14. **Confirmation of Itemized Cost Reports, Pursuant to the Atwater Municipal Code 8.32.130, regarding Abatement of Property located at 1265 High Street (003-043-013)** (Code Enforcement Manager Garcia)

    Staff's Recommendation: Open the Public Hearing and take any testimony given;

    Confirm the Itemized Cost Reports pursuant to Atwater Municipal Code 8.32.130, regarding the blight and structure fire abatement of the property located at 1265 High Street. APN: 003-043-013 Property Owners: Celestino L. and Celia V. Lopez; and

    Authorize and direct the City Manager or his designee to execute any and all documents on behalf of the City.

REPORTS AND PRESENTATIONS FROM STAFF:

15. **Approving Budget Amendment and Awarding a General Construction Contract for Downtown Pedestrian Improvements Project- Phase 2** (Public Works Director Vinson)

    Staff's Recommendation: Motion to Adopt Resolution No. 3528-25 approving Budget Amendment No. 13 amending the Fiscal Year 2024-25; and

    Motion to Adopt Resolution No. 3529-25 awarding a General Construction Contract, in a form approved in a form approved by the City Attorney, to Agee Construction Corporation of Clovis, California,

for the Downtown Pedestrian Improvements Project-Phase 2, City Project No. 20-8, Federal Project No. CML-5254(031) and CRP-5254(031), in an amount not to exceed $2,148,211.00, and authorizes construction contract change order up to an aggregate amount of $214,821.09 (10%); and authorizes and direct the City Manager, or his designee, to execute the contract on behalf of the City; or

Motion to adopt staff's recommendation as presented.

16. Police Department 2024 Annual Report (Police Chief McEachin)

17. Fire Department 2024 Annual Report (CAL Fire Battalion Chief Ayuso)

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**

CITY MANAGER REPORTS/UPDATES:

18. Update from the Office of the City Manager

ADJOURNMENT:

CERTIFICATION:

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

KORY J. BILLINGS
CITY CLERK

SB 343 NOTICE
In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the office of the City Clerk during normal business hours at 1160 Fifth Street, Atwater, California.

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

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

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

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

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

APRIL

2025

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12 Easter Egg Hunt Veterans Park Check in at 9AM Event at 10 AM
13	14 City Council Meeting - 6:00 PM	15	16 Planning Commission Meeting - 6:00 PM	17	18	19
20  	21	22	23	24 **Scan QR Code for info regarding mobile office hours**	25	26
27	28 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	29	30			

MAY

2025

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11 Mother's Day	12 City Council Meeting - 6:00 PM	13	14	15	16	17
18	19	20	21 Planning Commission Meeting - 6:00 PM	22 **Scan QR Code for info regarding mobile office hours**	23	24
25	26 MEMORIAL DAY **City Holiday** **Trash pick up delayed - 1 day**	27 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	28	29	30	31 Strategic Plan Workshop Community Center - 9:00 AM

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED

BY FUND

AS OF 2/28/2025

	FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
0001	General Fund	19,518,028.83	1,050,456.11	920,012.67	19,648,472.27
0003	General Fund Capital	(76,285.36)	0.00	1,515.31	(77,800.67)
0004	Public Safety Trans & Use Tax	2,299,549.54	628,181.07	1,233,740.59	1,693,990.02
0005	Ferrari Ranch Project Fund	2,360.27	0.00	0.00	2,360.27
0007	Measure V Fund	5,299,818.59	59,118.87	150,312.15	5,208,625.31
0008	Measure V 20% Alternative Modes	972,838.70	14,779.72	196.32	987,422.10
0009	Abandoned Veh Abatement Fund	(11,333.24)	0.00	1,678.62	(13,011.86)
0010	Measure V Regional Fund	(6,613.15)	0.00	0.00	(6,613.15)
1005	Police Grants Fund	78,795.48	10,061.19	0.00	88,856.67
1010	ARPA-American Rescue Plan Act	2,108,500.50	0.00	9,115.96	2,099,384.54
1011	Gas Tax/Street Improvement	(577,884.16)	66,438.96	72,835.07	(584,280.27)
1013	Local Transportation Fund	586,173.34	0.00	0.00	586,173.34
1015	Traffic Circulation Fund	1,555,527.23	3,289.50	0.00	1,558,816.73
1016	Applegate Interchange	796,512.17	0.00	0.00	796,512.17
1017	RSTP-Regional Surface Transp Prog	3,139,415.35	0.00	0.00	3,139,415.35
1018	SB1-Road Maint & Rehab RMRA	409,292.24	78,497.67	3,385.75	484,404.16
1019	LPP-Local Partnership Prg Fund	0.00	0.00	0.00	0.00
1020	Parks and Recreation Fund	2,038,835.78	7,146.00	0.00	2,045,981.78
1021	Parks Grants Fund	0.00	0.00	0.00	0.00
1040	General Plan Update-Housing Element	(10,800.00)	0.00	0.00	(10,800.00)
1041	General Plan Update Fund	1,855,704.03	0.00	56,832.69	1,798,871.34
1055	Neighborhood Stabilization	228,103.85	0.00	0.00	228,103.85
1059-80	Housing Grant Funds	1,018,379.57	1,000.00	0.00	1,019,379.57
1091	Police Facility Impact Fee	198,854.14	1,203.00	0.00	200,057.14
1093	Fire Facility Impact Fee	273,486.47	3,153.70	0.00	276,640.17
1095	Government Building Facility	291,795.29	1,136.28	0.00	292,931.57
3064-67	Redevelopment/Successor Agency Funds	2,407,000.06	1,136.83	1,725.00	2,406,411.89
4020	Performance Bond Trust	226,761.79	0.00	0.00	226,761.79
4030	Narcotics Program Trust	2,141.71	0.00	0.00	2,141.71
4060	Section 125 Medical	1,387.50	70.00	0.00	1,457.50

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 2/28/2025

	FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
4070	Section 125 Dependent Care	0.00	0.00	0.00	0.00
4080	Pension Rate Stblztn 115 Trust	545,819.64	2,007.85	0.00	547,827.49
4090	CFD No. 1 Trust	135,211.57	0.00	0.00	135,211.57
5001-55	All Maintenance Districts	1,264,136.21	0.00	17,166.79	1,246,969.42
5050	CFD Districts	1,771.46	0.00	36,499.13	(34,727.67)
6000	Water Enterprise Fund	16,347,931.04	701,683.75	180,359.01	16,869,255.78
6001	Water Fund Capital Replacement	(2,730,665.89)	0.00	175,362.30	(2,906,028.19)
6002	DBCP Settlement	21,241.78	0.00	0.00	21,241.78
6004	Water Well- Buhach Colony	190,474.89	944.52	0.00	191,419.41
6005	Water Capital Impact Fees	2,817,315.24	9,267.00	0.00	2,826,582.24
6006	Water Operating Reserve Fund	186,143.27	0.00	0.00	186,143.27
6007	1,2,3-TCP Fund	14,507,648.35	135,865.00	83,996.28	14,559,517.07
6010	Sewer Enterprise Fund	14,727,886.18	1,026,452.56	701,780.14	15,052,558.60
6011	Sewer Fund Capital Replacement	3,913,418.99	12,642.00	0.00	3,926,060.99
6020	Sanitation Enterprise	2,425,323.93	340,174.44	19,189.97	2,746,308.40
7000	Internal Service Fund	810,742.77	0.00	114,208.10	696,534.67
7001	ISF Equipment/Bldg Replacement	95,227.56	0.00	0.00	95,227.56
7010	Employee Benefits Fund	695,233.35	4,899.98	96,419.73	603,713.60
7020	Risk Management	335,895.65	0.00	3,451.30	332,444.35
7030	Information Technology	612,355.44	0.00	46,649.57	565,705.87
9090	Accrued Interest Fund	2,321,198.19	2,084.22	0.00	2,323,282.41
	TOTAL	**103,850,656.14**	**4,161,690.22**	**3,926,432.45**	**104,085,913.91**

Prepared by: _____
Jared Moua, Accountant II

Approved by: _____
Mark Borba, City Treasurer

Statement of Changes in Cash Balance
by Bank
As of 2/28/2025

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	67,713,091.70			67,713,091.70
City - RMA Long-Term Investment Fund	1,209,608.49	2,084.22		1,211,692.71
City Checking & Investment Accounts	6,403,782.49	4,021,727.16	3,555,748.59	6,869,761.06
Wastewater Checking	3,556,524.20		370,683.86	3,185,840.34
RA Obligation Retirement Fund	661,263.18	5.99		661,269.17
US Bank/Chandler Asset Mgt.	23,760,566.44	135,865.00		23,896,431.44
PARS Post-Employment Benefits Trust	545,819.64	2,007.85		547,827.49
Totals	103,850,656.14	4,161,690.22	3,926,432.45	104,085,913.91

Prepared by: _____
Jared Moua, Accountant II

Approved by: _____
Mark Borba, City Treasurer

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

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

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

Bank Account Detail			
City LAIF	67,713,091.70	Chase General Checking	7,968,515.78
Chandler Asset Mgt.	1,211,692.71	Chase Wastewater Checking	3,185,840.34
US Bank/Chandler Asset Mgt.	23,896,431.44	Chase Redevelopment Checking	661,269.17
PARS Post-Employment Benefits Trust	547,827.49	Chase Savings Account	0.00

Warrant Summary March 24, 2025

Prepared By: Joseph Murillo, Accounting Technician

Accounts Payable Warrant

		Amount
3/24/2025 Warrant	$	1,133,348.23
Prewrittens (Checks Processed Between Warrants)	$	55,579.19
Total Accounts Payable Warrants:	**$**	**1,188,927.42**

Additional Warrants

Date	Description		Amount
3/6/2025	PERS Health - March 2025	$	129,335.74
3/11/2025	AFSCME District Council 57	$	927.36
3/11/2025	Atwater Police Officers Association	$	3,164.26
3/11/2025	CALPERS Employee 457 Plan	$	1,402.00
3/11/2025	PERS Retirement 2/13/25 - 2/26/25	$	62,056.91
3/11/2025	EPARS Employee 457 Plan (PNC Bank)	$	1,888.00
3/11/2025	State Disbursement - Child Support 2/26/2025 Payroll	$	115.38
Total Additional Warrants:		**$**	**198,889.65**

Payroll

Date	Description		Amount
3/6/2025	Net Payroll	$	196,933.53
3/11/2025	Federal Taxes	$	66,808.84
3/11/2025	State Taxes	$	8,777.05
Total Payroll:		**$**	**272,519.42**

Grand Total:	**$**	**1,660,336.49**

Anna Nicholas, Finance Director

Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 3/20/2025 - 3:41 PM

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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	03/06/2025	0001 General Fund	Miscellaneous Bills	PERS-HEALTH		4.60
0	03/06/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		11,218.00
0	03/06/2025	7010 Employee Benefits Fund	General Administration-Ins	PERS-HEALTH		277.72
0	03/06/2025	0001 General Fund	Pers Health Payable	PERS-HEALTH		115,717.13
0	03/06/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		199.94
0	03/06/2025	0001 General Fund	Miscellaneous Bills	PERS-HEALTH		1,918.35
					Check Total:	129,335.74
					Report Total:	129,335.74

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 3/20/2025 - 3:42 PM

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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	03/11/2025	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		115.38
0	03/11/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,963.24
0	03/11/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		998.73
0	03/11/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,140.54
0	03/11/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,104.76
0	03/11/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		18,241.06
0	03/11/2025	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		3,164.26
0	03/11/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		9,140.30
0	03/11/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		2,912.61
0	03/11/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,685.24
0	03/11/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		17,551.38
0	03/11/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,104.76
0	03/11/2025	0001 General Fund	Deferred Compensation	CALPERS		575.00
0	03/11/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		9,667.99
0	03/11/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		0.01
0	03/11/2025	0001 General Fund	Deferred Compensation	PNC BANK		1,458.00
0	03/11/2025	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		927.36
0	03/11/2025	0001 General Fund	Deferred Compensation	PNC BANK		430.00
0	03/11/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		17,551.38
0	03/11/2025	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,777.05
0	03/11/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		23,186.94
0	03/11/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		9,520.61
0	03/11/2025	0001 General Fund	Deferred Compensation	CALPERS		827.00
0	03/11/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		250.93
0	03/11/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		58.69
0	03/11/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58
				Check Total:		145,139.80

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 3/20/2025 - 3:35 PM

Prewritten

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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27515	03/11/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		50.00
				Check Total:		50.00
27516	03/17/2025	0004 Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		578.72
				Check Total:		578.72
27517	03/17/2025	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		51,161.39
27517	03/17/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		26.48
				Check Total:		51,187.87
27518	03/17/2025	6000 Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		132.67
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		45.19
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		174.05
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		522.17
27518	03/17/2025	6010 Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		132.68
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		173.68
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		26.61
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		393.34
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		33.13
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		34.17
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		31.04
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		347.04
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		24.45
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		326.64
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		24.45
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		278.63
27518	03/17/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		344.50
				Check Total:		3,044.44
27519	03/17/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	UBEO WEST LLC		187.03
27519	03/17/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	UBEO WEST LLC		217.25

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		404.28
27520	03/17/2025	0001 General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		156.94
27520	03/17/2025	0001 General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		156.94
				Check Total:		313.88
				Report Total:		55,579.19

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 3/20/2025 - 3:36 PM

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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		55.00
0	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		56.00
0	03/24/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,612.38
0	03/24/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		559.01
0	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		63.84
0	03/24/2025	7010 Employee Benefits Fund	Life Insurance	UNUM LIFE INSURANCE		2,035.50
0	03/24/2025	6001 Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		2,376.25
0	03/24/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,612.38
0	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		81.44
0	03/24/2025	0001 General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		531.28
0	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		75.41
0	03/24/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		559.01
0	03/24/2025	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		3,989.43
0	03/24/2025	7020 Risk Management Fund	Worker's Compensation	CENTRAL SAN JOAQUIN VALLEY RMA		166,338.00
0	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		63.53
0	03/24/2025	7020 Risk Management Fund	Liability & Property Ins	CENTRAL SAN JOAQUIN VALLEY RMA		135,689.00
0	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		79.78
0	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		42.01
0	03/24/2025	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		1,178.97
0	03/24/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,612.38
0	03/24/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		559.01
				Check Total:		322,169.61
27521	03/24/2025	6010 Sewer Enterprise Fund	Professional Services	A.M. PECHE & ASSOC. LLC		2,860.82
				Check Total:		2,860.82
27522	03/24/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		729.67
27522	03/24/2025	6010 Sewer Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
27522	03/24/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		729.66
27522	03/24/2025	6020 Sanitation Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
27522	03/24/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		729.66
27522	03/24/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		157.89
27522	03/24/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		157.90

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27522	03/24/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		157.89
27522	03/24/2025	6000 Water Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
				Check Total:		8,362.67
27523	03/24/2025	7000 Internal Service Fund	Professional Services	ADVANCED HEATING & AIR		315.00
27523	03/24/2025	7000 Internal Service Fund	Special Departmental Expense	ADVANCED HEATING & AIR		1,007.57
				Check Total:		1,322.57
27524	03/24/2025	0001 General Fund	Special Departmental Expense	AIRGAS USA, LLC		119.76
				Check Total:		119.76
27525	03/24/2025	7000 Internal Service Fund	Utilities	AMERIGAS - MODESTO		2,322.40
				Check Total:		2,322.40
27526	03/24/2025	0001 General Fund	Communications	AT&T		219.35
				Check Total:		219.35
27527	03/24/2025	0001 General Fund	Communications	AT&T CALNET		286.21
27527	03/24/2025	7000 Internal Service Fund	Communications	AT&T CALNET		609.28
27527	03/24/2025	6000 Water Enterprise Fund	Communications	AT&T CALNET		346.60
27527	03/24/2025	6010 Sewer Enterprise Fund	Communications	AT&T CALNET		542.98
27527	03/24/2025	0001 General Fund	Communications	AT&T CALNET		170.83
				Check Total:		1,955.90
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		130.40
27528	03/24/2025	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		45.08
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		325.66
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		90.16
27528	03/24/2025	7030 Information Technology Fund	Communications	AT&T MOBILITY		45.08
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		885.28
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		43.97
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		43.97
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		215.72
27528	03/24/2025	6010 Sewer Enterprise Fund	Communications	AT&T MOBILITY		483.67
27528	03/24/2025	0009 Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		90.16
27528	03/24/2025	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		263.82
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		130.40
27528	03/24/2025	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		570.88
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		1,322.47
27528	03/24/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		43.97
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		87.94

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		482.88
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		348.15
27528	03/24/2025	7030 Information Technology Fund	Communications	AT&T MOBILITY		129.50
27528	03/24/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		85.32
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		130.40
27528	03/24/2025	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		130.40
27528	03/24/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		43.97
27528	03/24/2025	0001 General Fund	Communications	AT&T MOBILITY		175.48
				Check Total:		6,344.73
27529	03/24/2025	1011 Gas Tax/Street Improvement	Professional Services	ATWATER CHIROPRACTIC, INC.		130.00
27529	03/24/2025	6010 Sewer Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		130.00
27529	03/24/2025	0001 General Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		65.00
				Check Total:		325.00
27530	03/24/2025	6000 Water Enterprise Fund	Special Departmental Expense	ATWATER TINT		220.00
27530	03/24/2025	0001 General Fund	Special Departmental Expense	ATWATER TINT		204.00
				Check Total:		424.00
27531	03/24/2025	0001 General Fund	Professional Services	ATWATER VETERINARY CENTER		1,474.86
				Check Total:		1,474.86
27532	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	BOBCAT CENTRAL, INC.		348.82
27532	03/24/2025	7000 Internal Service Fund	Professional Services	BOBCAT CENTRAL, INC.		608.13
				Check Total:		956.95
27533	03/24/2025	7000 Internal Service Fund	Professional Services	BOVEE ENVIRONMENTAL MANAGEMENT IN		450.00
27533	03/24/2025	1011 Gas Tax/Street Improvement	Professional Services	BOVEE ENVIRONMENTAL MANAGEMENT IN		650.00
				Check Total:		1,100.00
27534	03/24/2025	7000 Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		1,102.27
				Check Total:		1,102.27
27535	03/24/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
27535	03/24/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		26.63
27535	03/24/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
27535	03/24/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
27535	03/24/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
27535	03/24/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
27535	03/24/2025	1018 SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	BSK ASSOCIATES		4,142.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27535	03/24/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
27535	03/24/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,398.56
27535	03/24/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
					Check Total:	9,364.89
27536	03/24/2025	0001 General Fund	Professional Services	CAL FARM SERVICES		80.00
27536	03/24/2025	0001 General Fund	Professional Services	CAL FARM SERVICES		72.00
27536	03/24/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		64.56
27536	03/24/2025	1011 Gas Tax/Street Improvement	Professional Services	CAL FARM SERVICES		48.00
27536	03/24/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		82.32
27536	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		53.86
27536	03/24/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		54.21
27536	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	CAL FARM SERVICES		43.95
27536	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		146.17
27536	03/24/2025	0001 General Fund	Professional Services	CAL FARM SERVICES		80.00
					Check Total:	725.07
27537	03/24/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		17,005.92
27537	03/24/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		29,089.00
27537	03/24/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		10,654.65
					Check Total:	56,749.57
27538	03/24/2025	1011 Gas Tax/Street Improvement	Professional Services	CENTRAL VALLEY TREES AND LANDSCAPE S		1,905.00
					Check Total:	1,905.00
27539	03/24/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		76.16
27539	03/24/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.53
27539	03/24/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.09
27539	03/24/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		19.25
27539	03/24/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		19.25
27539	03/24/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.09
27539	03/24/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		81.57
27539	03/24/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14
27539	03/24/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.53
27539	03/24/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14
27539	03/24/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.32
27539	03/24/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		74.26
27539	03/24/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		76.16
27539	03/24/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.32
					Check Total:	596.81

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27540	03/24/2025	0001 General Fund	Training	CITY OF FRESNO		593.00
27540	03/24/2025	0001 General Fund	Training	CITY OF FRESNO		593.00
				Check Total:		1,186.00
27541	03/24/2025	7000 Internal Service Fund	Communications	COMCAST		1,680.49
				Check Total:		1,680.49
27542	03/24/2025	7000 Internal Service Fund	Utilities	COMCAST		128.89
27542	03/24/2025	7000 Internal Service Fund	Utilities	COMCAST		13.10
27542	03/24/2025	7000 Internal Service Fund	Communications	COMCAST		270.21
				Check Total:		412.20
27543	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		46.96
27543	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		30.50
27543	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		259.80
27543	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		95.04
27543	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		63.54
				Check Total:		495.84
27544	03/24/2025	0001 General Fund	Special Departmental Expense	COOK'S COMMUNICATIONS		33.00
				Check Total:		33.00
27545	03/24/2025	0001 General Fund	Memberships & Subscriptions	CPRS		137.88
				Check Total:		137.88
27546	03/24/2025	0001 General Fund	Inspection Fees	CSG CONSULTANTS, INC.		3,748.50
				Check Total:		3,748.50
27547	03/24/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
27547	03/24/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
27547	03/24/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
27547	03/24/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
27547	03/24/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
27547	03/24/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
27547	03/24/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
27547	03/24/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
				Check Total:		352.00
27548	03/24/2025	7030 Information Technology Fund	Professional Services	DATA PATH		8,321.00
27548	03/24/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		168.04

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27548	03/24/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,834.50
27548	03/24/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,431.00
27548	03/24/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
27548	03/24/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		760.00
27548	03/24/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,831.00
				Check Total:		19,434.54
27549	03/24/2025	0001 General Fund	Special Departmental Expense	DAVE BANG ASSOCIATES INC OF CALIFORNI		454.89
				Check Total:		454.89
27550	03/24/2025	0001 General Fund	Special Departmental Expense	KATHY DAVIS		30.78
27550	03/24/2025	0001 General Fund	Training	KATHY DAVIS		224.34
				Check Total:		255.12
27551	03/24/2025	0001 General Fund	Uniform & Clothing Expense	TYLER DAVIS		169.48
				Check Total:		169.48
27552	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		151.20
27552	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		16.30
27552	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		960.68
27552	03/24/2025	7000 Internal Service Fund	Professional Services	DELRAY TIRE		292.55
27552	03/24/2025	7000 Internal Service Fund	Professional Services	DELRAY TIRE		192.95
				Check Total:		1,613.68
27553	03/24/2025	0001 General Fund	Professional Services	DEPT. OF JUSTICE		397.00
				Check Total:		397.00
27554	03/24/2025	6000 Water Enterprise Fund	Professional Services	E SOURCE COMPANIES LLC		2,700.00
				Check Total:		2,700.00
27555	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		320.71
27555	03/24/2025	6000 Water Enterprise Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		35.07
				Check Total:		355.78
27556	03/24/2025	6001 Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		171.50
27556	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		489.38
				Check Total:		660.88
27557	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	FORD PRO		200.83

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		200.83
27558	03/24/2025	0001 General Fund	Professional Services	FOSTER & FOSTER INC		19,750.00
				Check Total:		19,750.00
27559	03/24/2025	7030 Information Technology Fund	Special Departmental Expense	GOVERNMENTJOBS.COM, INC.		1,612.86
				Check Total:		1,612.86
27560	03/24/2025	6000 Water Enterprise Fund	Special Departmental Expense	GRAINGER		65.04
				Check Total:		65.04
27561	03/24/2025	0004 Public Safety Trans & Use Tax	Professional Services	GRIFFIN STRUCTURES INC		8,300.00
				Check Total:		8,300.00
27562	03/24/2025	6020 Sanitation Enterprise Fund	Accounts Payable	BECKY GRISSOM		4.07
27562	03/24/2025	6020 Sanitation Enterprise Fund	Accounts Payable	BECKY GRISSOM		13.06
27562	03/24/2025	6000 Water Enterprise Fund	Accounts Payable	BECKY GRISSOM		30.87
27562	03/24/2025	6010 Sewer Enterprise Fund	Accounts Payable	BECKY GRISSOM		36.65
				Check Total:		84.65
27563	03/24/2025	0001 General Fund	Professional Services	GUARDIAN ALLIANCE TECHNOLOGIES INC		100.00
				Check Total:		100.00
27564	03/24/2025	0001 General Fund	Special Departmental Expense	HENRY SCHEIN, INC.		214.13
				Check Total:		214.13
27565	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	HI-TECH EVS INC		119.32
				Check Total:		119.32
27566	03/24/2025	6000 Water Enterprise Fund	Accounts Payable	LI LI HO		96.19
				Check Total:		96.19
27567	03/24/2025	6000 Water Enterprise Fund	Accounts Payable	LANA HO & JAMES XIE		2,319.86
				Check Total:		2,319.86
27568	03/24/2025	0001 General Fund	Travel/Conferences/Meetings	CHRIS HOEM		61.99

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		61.99
27569	03/24/2025	7000 Internal Service Fund	Professional Services	HOFFMAN SECURITY		599.70
				Check Total:		599.70
27570	03/24/2025	0001 General Fund	Special Departmental Expense	HORIZON		96.07
27570	03/24/2025	0001 General Fund	Special Departmental Expense	HORIZON		121.42
27570	03/24/2025	0001 General Fund	Special Departmental Expense	HORIZON		148.09
				Check Total:		365.58
27571	03/24/2025	0001 General Fund	Professional Services	INDEPENDENT INVESTIGATIONS LLC		1,200.00
27571	03/24/2025	0001 General Fund	Professional Services	INDEPENDENT INVESTIGATIONS LLC		1,500.00
27571	03/24/2025	0001 General Fund	Professional Services	INDEPENDENT INVESTIGATIONS LLC		1,211.20
				Check Total:		3,911.20
27572	03/24/2025	0001 General Fund	Special Departmental Expense	INGRAHAM TROPHIES		105.49
				Check Total:		105.49
27573	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	JAM SERVICES INC		887.40
				Check Total:		887.40
27574	03/24/2025	0001 General Fund	Office Supplies	JMP BUSINESS SYSTEMS, INC.		444.43
				Check Total:		444.43
27575	03/24/2025	0001 General Fund	Community Center Deposits	JOE KELLER		210.00
				Check Total:		210.00
27576	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		35.96
27576	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		237.84
27576	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		100.17
				Check Total:		373.97
27577	03/24/2025	0001 General Fund	Community Center Deposits	MIKE KING		210.00
				Check Total:		210.00
27578	03/24/2025	6000 Water Enterprise Fund	Accounts Payable	WALTER KNOLL		158.11
				Check Total:		158.11

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27579	03/24/2025	6001 Water Fund Capital Replacement	Project Retention	LAWRENCE BACKHOE SERVICE INC		-5,426.70
27579	03/24/2025	6001 Water Fund Capital Replacement	Installation-New Water Meters	LAWRENCE BACKHOE SERVICE INC		108,534.00
				Check Total:		103,107.30
27580	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		331.46
				Check Total:		331.46
27581	03/24/2025	0001 General Fund	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		960.00
				Check Total:		960.00
27582	03/24/2025	0001 General Fund	Special Departmental Expense	LN CURTIS & SONS		1,781.74
27582	03/24/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	LN CURTIS & SONS		1,088.89
27582	03/24/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	LN CURTIS & SONS		2,275.19
				Check Total:		5,145.82
27583	03/24/2025	0001 General Fund	Travel/Conferences/Meetings	JANELL MARTIN		96.18
				Check Total:		96.18
27584	03/24/2025	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		11,161.50
27584	03/24/2025	6020 Sanitation Enterprise Fund	Other Revenue	MC REGIONAL WASTE MGMT. AUTH.		-2,329.83
				Check Total:		8,831.67
27585	03/24/2025	0001 General Fund	Summer Youth Camps	MCNAMARA SPORTS		181.76
27585	03/24/2025	0001 General Fund	Women's Volleyball	MCNAMARA SPORTS		218.81
				Check Total:		400.57
27586	03/24/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		252.00
27586	03/24/2025	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		1,058.00
27586	03/24/2025	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		690.00
27586	03/24/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		336.00
27586	03/24/2025	0001 General Fund	Women's Volleyball	MERCED AREA SPORTS OFFICIALS, INC		112.00
27586	03/24/2025	0001 General Fund	Women's Volleyball	MERCED AREA SPORTS OFFICIALS, INC		112.00
				Check Total:		2,560.00
27587	03/24/2025	0001 General Fund	Professional Services	MERCED COUNTY REGISTRAR		27,957.42
				Check Total:		27,957.42
27588	03/24/2025	5009 Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		212.17
27588	03/24/2025	5024 Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		58.90

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27588	03/24/2025	1011 Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		941.55
27588	03/24/2025	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		683.92
27588	03/24/2025	5030 Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		339.67
27588	03/24/2025	5034 Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		347.72
27588	03/24/2025	5035 Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
27588	03/24/2025	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		5,199.63
27588	03/24/2025	5036 Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		436.11
27588	03/24/2025	5028 Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
27588	03/24/2025	5039 Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		670.01
27588	03/24/2025	5026 Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		35.37
27588	03/24/2025	5025 Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
27588	03/24/2025	0001 General Fund	Utilities	MERCED IRRIGATION DISTRICT		558.79
27588	03/24/2025	5041 Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		602.17
27588	03/24/2025	5023 Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		745.46
27588	03/24/2025	5032 America West LD	Utilities	MERCED IRRIGATION DISTRICT		156.77
27588	03/24/2025	5046 Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		19.64
27588	03/24/2025	5043 Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		252.43
27588	03/24/2025	6000 Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		413.67
27588	03/24/2025	5045 Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		365.38
27588	03/24/2025	5010 Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		119.58
27588	03/24/2025	5031 Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
				Check Total:		12,339.68
27589	03/24/2025	7000 Internal Service Fund	Professional Services	MISTER CAR WASH		608.00
				Check Total:		608.00
27590	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		448.28
				Check Total:		448.28
27591	03/24/2025	0001 General Fund	Training	JUAN NAVAS		55.93
				Check Total:		55.93
27592	03/24/2025	7030 Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,433.59
				Check Total:		2,433.59
27593	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		45.06
27593	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		28.80
27593	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		14.38
27593	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		18.47
27593	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		32.90
27593	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		17.39

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27593	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		15.96
27593	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		18.53
27593	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		185.05
27593	03/24/2025	6010 Sewer Enterprise Fund	Small Tools	O'REILLY AUTO PARTS		11.95
27593	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		55.20
27593	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		88.86
27593	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		33.70
27593	03/24/2025	7000 Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		27.18
27593	03/24/2025	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		51.73
27593	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		7.38
27593	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		74.97
27593	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		43.07
				Check Total:		770.58
27594	03/24/2025	0001 General Fund	Professional Services	PACE SYSTEMS, INC		3,460.00
				Check Total:		3,460.00
27595	03/24/2025	5011 Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		31.40
27595	03/24/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		174.08
27595	03/24/2025	5003 Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		76.77
27595	03/24/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		16,084.74
27595	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	PACIFIC GAS & ELECTRIC		1,242.35
27595	03/24/2025	5017 Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		39.38
27595	03/24/2025	5036 Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		111.89
27595	03/24/2025	5019 Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		640.51
27595	03/24/2025	5004 Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		17.45
27595	03/24/2025	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		18,287.08
27595	03/24/2025	5007 Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		28.58
27595	03/24/2025	5008 Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		235.59
27595	03/24/2025	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		1,403.14
27595	03/24/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		3,597.06
27595	03/24/2025	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		7,962.02
27595	03/24/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		707.51
27595	03/24/2025	5001 Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		995.82
27595	03/24/2025	5005 Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		58.35
27595	03/24/2025	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		6,052.51
27595	03/24/2025	5009 Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		1,573.75
27595	03/24/2025	5013 Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		27.90
27595	03/24/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		9,773.42
27595	03/24/2025	5006 Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		19.23
27595	03/24/2025	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		53,138.66
27595	03/24/2025	5002 Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		221.47

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		122,500.66
27596	03/24/2025	6001 Water Fund Capital Replacement	Property Acq.-Future Well Site	PRECISION CIVIL ENGINEERING, INC.		950.00
				Check Total:		950.00
27597	03/24/2025	1005 Police Grants Fund	Special Departmental Expense	PROFORCE		176.00
27597	03/24/2025	1005 Police Grants Fund	Special Departmental Expense	PROFORCE		12,540.00
27597	03/24/2025	1005 Police Grants Fund	Special Departmental Expense	PROFORCE		1,232.00
27597	03/24/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	PROFORCE		1,090.45
27597	03/24/2025	1005 Police Grants Fund	Special Departmental Expense	PROFORCE		130.00
				Check Total:		15,168.45
27598	03/24/2025	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	QUAD KNOPF		9,025.40
				Check Total:		9,025.40
27599	03/24/2025	0001 General Fund	Special Departmental Expense	QUADIENT, INC.		114.15
27599	03/24/2025	0001 General Fund	Rents & Leases	QUADIENT, INC.		36.00
27599	03/24/2025	0001 General Fund	Office Supplies	QUADIENT, INC.		2,645.85
				Check Total:		2,796.00
27600	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		132.50
				Check Total:		132.50
27601	03/24/2025	7020 Risk Management Fund	Professional Services	RICHARD A BLAK PHD		465.00
				Check Total:		465.00
27602	03/24/2025	7020 Risk Management Fund	Professional Services	JOCELYN E. ROLAND, PHD., ABPP		500.00
				Check Total:		500.00
27603	03/24/2025	3064 RDVLPMNT Obligation Retiremei	Professional Services	RSG INC		37.50
27603	03/24/2025	3065 Low&Mod Inc Housing Asset Func	Professional Services	RSG INC		200.00
27603	03/24/2025	0001 General Fund	Professional Services	RSG INC		33.75
27603	03/24/2025	0001 General Fund	Professional Services	RSG INC		368.75
				Check Total:		640.00
27604	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		206.91
				Check Total:		206.91

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27605	03/24/2025	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CONT		290.00
27605	03/24/2025	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CONT		290.00
27605	03/24/2025	6007 1,2,3-TCP Fund	Well #20A Rehab	SAN JOAQUIN VALLEY AIR POLLUTION CONT		1,464.50
27605	03/24/2025	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CONT		577.00
27605	03/24/2025	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CONT		577.00
27605	03/24/2025	6010 Sewer Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CONT		900.00
27605	03/24/2025	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CONT		577.00
27605	03/24/2025	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CONT		290.00
27605	03/24/2025	7000 Internal Service Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CONT		143.00
				Check Total:		5,108.50
27606	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SANTA FE AGGREGATES INC		796.01
				Check Total:		796.01
27607	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	SHANNON PUMP CO.		16.18
				Check Total:		16.18
27608	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		370.45
				Check Total:		370.45
27609	03/24/2025	0001 General Fund	Professional Services	STANDIFORD VETERINARY CENTER		396.50
				Check Total:		396.50
27610	03/24/2025	0001 General Fund	Special Departmental Expense	STEPPING STONE NURSERY		197.26
				Check Total:		197.26
27611	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SUNBELT RENTALS INC		550.39
				Check Total:		550.39
27612	03/24/2025	6001 Water Fund Capital Replacement	Hydrant Replacement	TBS CONTRACTORS		10,927.05
				Check Total:		10,927.05
27613	03/24/2025	7000 Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		1,590.87
27613	03/24/2025	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		5,552.36
27613	03/24/2025	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		2,523.72
27613	03/24/2025	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		3,370.56
				Check Total:		13,037.51
27614	03/24/2025	7000 Internal Service Fund	Professional Services	TRANE U.S. INC.		2,190.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27614	03/24/2025	7000 Internal Service Fund	Professional Services	TRANE U.S. INC.		2,580.00
				Check Total:		4,770.00
27615	03/24/2025	0001 General Fund	Plan Check Fees	TRUE NORTH COMPLIANCE SERVICES INC		4,625.00
				Check Total:		4,625.00
27616	03/24/2025	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		13,925.02
				Check Total:		13,925.02
27617	03/24/2025	6010 Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		190,685.47
				Check Total:		190,685.47
27618	03/24/2025	6000 Water Enterprise Fund	Communications	VERIZON WIRELESS		92.19
27618	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.01
27618	03/24/2025	0001 General Fund	Communications	VERIZON WIRELESS		51.69
27618	03/24/2025	6010 Sewer Enterprise Fund	Communications	VERIZON WIRELESS		52.18
27618	03/24/2025	6010 Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
27618	03/24/2025	7000 Internal Service Fund	Utilities	VERIZON WIRELESS		80.04
27618	03/24/2025	7000 Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
				Check Total:		394.13
27619	03/24/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		26.37
27619	03/24/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,142.70
27619	03/24/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		848.61
				Check Total:		2,017.68
27620	03/24/2025	6000 Water Enterprise Fund	Professional Services	VVH CONSULTING SERVICES		12,015.00
27620	03/24/2025	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		129.96
27620	03/24/2025	6000 Water Enterprise Fund	Professional Services	VVH CONSULTING SERVICES		712.50
27620	03/24/2025	0001 General Fund	Professional Services	VVH CONSULTING SERVICES		2,845.50
27620	03/24/2025	1018 SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		865.00
27620	03/24/2025	6010 Sewer Enterprise Fund	Atwater Blvd Drainage Imprvmts	VVH CONSULTING SERVICES		27,500.00
27620	03/24/2025	6000 Water Enterprise Fund	Professional Services	VVH CONSULTING SERVICES		11,382.00
27620	03/24/2025	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		1,003.08
27620	03/24/2025	6010 Sewer Enterprise Fund	Eucalyptus/First Drainage Imp	VVH CONSULTING SERVICES		6,250.00
27620	03/24/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		2,250.00
27620	03/24/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		3,261.25
				Check Total:		68,214.29
27621	03/24/2025	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		3.54

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27621	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		1.92
27621	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		7.50
27621	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		2.78
27621	03/24/2025	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		58.19
				Check Total:		73.93
27622	03/24/2025	7000 Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		29.97
27622	03/24/2025	7000 Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		29.97
27622	03/24/2025	7000 Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		32.39
				Check Total:		92.33
27623	03/24/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		10.76
27623	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		93.71
27623	03/24/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		7.10
27623	03/24/2025	6000 Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		9.69
				Check Total:		121.26
27624	03/24/2025	0001 General Fund	Special Departmental Expense	WORK WELLNESS		282.00
				Check Total:		282.00
27625	03/24/2025	0001 General Fund	Training	MARCELINA ZIMMERMAN		175.61
				Check Total:		175.61
				Report Total:		1,133,348.23

Warrant Summary April 14, 2025

Prepared By: Joseph Murillo, Accounting Technician

Accounts Payable Warrant

		Amount
4/14/2025 Warrant	$	1,299,375.90
Prewrittens (Checks Processed Between Warrants)	$	329,218.43
Total Accounts Payable Warrants:	**$**	**1,628,594.33**

Additional Warrants

Date	Description		Amount
3/25/2025	AFLAC	$	351.84
3/25/2025	AFSCME District Council 57	$	927.36
3/25/2025	Atwater Police Officers Association	$	3,068.08
3/25/2025	CALPERS Employee 457 Plan	$	1,402.00
3/25/2025	PERS Retirement 2/27/25 - 3/12/25	$	62,209.40
3/25/2025	EPARS Employee 457 Plan (PNC Bank)	$	1,888.00
3/25/2025	State Disbursement - Child Support 3/12/25 Payroll	$	115.38
3/25/2025	UNUM Voluntary Life Insurance April 2025 Premiums	$	214.03
3/28/2025	Retiree Medical Reimbursement - April 2025	$	54,876.98
4/3/2025	PERS Health - April 2025	$	130,308.07
4/4/2025	AFSCME District Council 57	$	901.95
4/4/2025	Atwater Police Officers Association	$	3,153.50
4/4/2025	CALPERS Employee 457 Plan	$	1,402.00
4/4/2025	PERS Retirement 3/13/25 - 3/26/25	$	62,675.11
4/4/2025	EPARS Employee 457 Plan (PNC Bank)	$	1,888.00
4/4/2025	State Disbursement - Child Support 3/12/25 Payroll	$	115.38
4/8/2025	Chevron	$	75.00
Total Additional Warrants:		**$**	**325,572.08**

Payroll

Date	Description		Amount
3/20/2025	Net Payroll	$	197,646.71
3/25/2025	Federal Taxes	$	66,818.04
3/25/2025	State Taxes	$	8,653.99
3/24/2025	Net Payroll	$	45,371.98
3/26/2025	Federal Taxes	$	17,208.12
3/26/2025	State Taxes	$	5,428.97
4/1/2025	Federal Taxes	$	234.09
4/3/2025	Net Payroll	$	200,262.47
4/4/2025	Federal Taxes	$	76,084.92
4/4/2025	State Taxes	$	10,687.09
Total Payroll:		**$**	**628,396.38**

Grand Total:	**$**	**2,582,562.79**

Anna Nicholas, Finance Director

Mark Borba, City Treasurer

Accounts Payable

Prem7Hen

Checks for Approval

User: jmurillo
Printed: 4/10/2025 - 2:15 PM

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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27626	03/21/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		15.12
27626	03/21/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		17.41
27626	03/21/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		106.83
27626	03/21/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		6.29
27626	03/21/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		22.60
27626	03/21/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		9.84
27626	03/21/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		6.29
27626	03/21/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		25.17
27626	03/21/2025	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		25.64
27626	03/21/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		24.69
27626	03/21/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		101.32
27626	03/21/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		60.26
27626	03/21/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		10.65
27626	03/21/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		16.48
27626	03/21/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		30.94
27626	03/21/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		34.94
27626	03/21/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		9.68
27626	03/21/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	BIG CREEK LUMBER COMPANY		9.13
27626	03/21/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		52.91
27626	03/21/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		45.04
				Check Total:		631.23
27627	03/21/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	CENTRAL VALLEY AIRCONDITIONING INC		3,002.15
				Check Total:		3,002.15
27628	03/21/2025	7000 Internal Service Fund	Special Departmental Expense	CENTRAL VALLEY SHUTTERS AND BLINDS		1,646.06
				Check Total:		1,646.06
27629	03/25/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		50.00
				Check Total:		50.00
27630	03/25/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		347.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		347.00
27631	04/02/2025	6001 Water Fund Capital Replacement	Well #20A Rehab	W.M. LYLES COMPANY		65,618.75
27631	04/02/2025	6001 Water Fund Capital Replacement	Well #20A Rehab	W.M. LYLES COMPANY		209,075.00
27631	04/02/2025	6007 1,2,3-TCP Fund	Project Retention	W.M. LYLES COMPANY		-1,188.75
27631	04/02/2025	6001 Water Fund Capital Replacement	Project Retention	W.M. LYLES COMPANY		-3,280.94
27631	04/02/2025	6001 Water Fund Capital Replacement	Project Retention	W.M. LYLES COMPANY		-10,503.75
27631	04/02/2025	6007 1,2,3-TCP Fund	Well #20A Rehab	W.M. LYLES COMPANY		23,775.00
				Check Total:		283,495.31
27632	04/04/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		50.00
				Check Total:		50.00
27633	04/07/2025	0001 General Fund	Training	SAM PARKS		414.00
				Check Total:		414.00
27634	04/07/2025	0001 General Fund	Training	DAVE SARGINSON		414.00
				Check Total:		414.00
27635	04/08/2025	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		5,037.20
27635	04/08/2025	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		4,040.95
27635	04/08/2025	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		4,826.25
27635	04/08/2025	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		2,596.98
27635	04/08/2025	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		511.94
				Check Total:		17,013.32
27636	04/08/2025	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		233.15
27636	04/08/2025	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		1,155.47
27636	04/08/2025	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		338.62
27636	04/08/2025	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		243.60
27636	04/08/2025	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		226.88
				Check Total:		2,197.72
27637	04/08/2025	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		15,970.48
27637	04/08/2025	7000 Internal Service Fund	Operations & Maintenance	PACIFIC GAS & ELECTRIC		1,122.83
27637	04/08/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		1,849.49
27637	04/08/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		492.58
27637	04/08/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		185.81
27637	04/08/2025	7000 Internal Service Fund	Operations & Maintenance	PACIFIC GAS & ELECTRIC		336.45

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		19,957.64
				Report Total:		329,218.43

Accounts Payable

Checks for Approval

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Printed: 4/10/2025 - 2:24 PM

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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	03/25/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,717.65
0	03/25/2025	0001 General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		107.02
0	03/25/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		18,226.77
0	03/25/2025	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		115.38
0	03/25/2025	0001 General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		10.02
0	03/25/2025	0001 General Fund	Aflac Premiums	AFLAC PLANS		175.92
0	03/25/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		-0.06
0	03/25/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		2,926.99
0	03/25/2025	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		3,068.08
0	03/25/2025	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,653.99
0	03/25/2025	0001 General Fund	Deferred Compensation	CALPERS		827.00
0	03/25/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,123.24
0	03/25/2025	0001 General Fund	Aflac Premiums	AFLAC PLANS		175.92
0	03/25/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		9,735.24
0	03/25/2025	0001 General Fund	Deferred Compensation	PNC BANK		430.00
0	03/25/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		998.73
0	03/25/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		9,586.83
0	03/25/2025	0001 General Fund	Deferred Compensation	CALPERS		575.00
0	03/25/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		17,630.36
0	03/25/2025	0001 General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		96.99
0	03/25/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,140.54
0	03/25/2025	0001 General Fund	Deferred Compensation	PNC BANK		1,458.00
0	03/25/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,123.24
0	03/25/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		9,126.89
0	03/25/2025	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		927.36
0	03/25/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,963.24
0	03/25/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	03/25/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		17,630.36
0	03/25/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		31.49
0	03/25/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		23,144.71
0	03/25/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		134.64
				Check Total:		145,648.12

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	04/01/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		44.37
0	04/01/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		189.72
				Check Total:		234.09
0	03/26/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		915.34
0	03/26/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		3,913.87
0	03/26/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		10.02
0	03/26/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		42.84
0	03/26/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		915.34
0	03/26/2025	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		5,428.97
0	03/26/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		7,496.84
0	03/26/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		3,913.87
				Check Total:		22,637.09
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	FRANK PIETRO		734.76
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MANUEL DURAN		145.67
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LOIS BELT		368.23
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CHRISTIAN HAMBRECHT		895.15
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LORIN MANN		726.15
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JESUS F. DURAN		1,732.78
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JERRY MOORE		822.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DOUGLAS P. TILLEY		368.23
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	SCOTT DUNCAN		1,915.18
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LINDA FERRERO		368.23
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	RICHARD HAWTHORNE		822.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BARBARA RIIS CHRISTENSEN		822.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	STANLEY FEATHERS		832.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	PATRICK FARETTA		1,656.75
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ARMANDO ECHEVARRIA		886.51
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ALLAN BOYER		894.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	WILLIAM RICHARDS		245.45
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DICK WISDOM		240.03
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	EDWARD VELASQUEZ		240.03
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CHARLIE WOODS		832.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	WILLIAM MARTIN		886.51
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MICHAEL KEELER		1,298.61
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BENJAMIN THOMAS		1,522.58
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ROBERTO ROMERO		606.47
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	EARL WEATHERS		832.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GEORGE LOGAN		368.23
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	FRANK ORMOND		245.45
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DAVID WALKER		676.68
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DARIN JANTZ		1,606.29

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JAMES ATKINSON		240.03
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ANTHONY CARDOZA		895.15
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BOBBY GREGORY		2,557.71
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JOHN RASMUSSEN		832.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MIKE STANFORD		1,053.79
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GARY FRAGO		590.05
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JEFF MONDLOCH		306.23
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ADOLFO LOMELI		1,099.13
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	NELSON CRABB		846.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DAVID CHURCH		719.61
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LORI WATERMAN		754.33
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	RENE MENDOZA		822.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	NANCY WILLIAMS		368.23
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	KAREN ARDEN-WALLER		380.74
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ELIZABETH WILDE		886.51
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	HARRY E. DUNN		832.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ROBERT VASQUEZ		333.52
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MICHAEL SALVADOR		86.00
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	STEVE KJOS		832.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	SAMUEL JOSEPH		1,521.62
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	STEPHEN LUNDGREN		280.80
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	RANDALL CARROTHERS		1,696.72
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DENNIS O. SPARKS		368.23
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MARGARET MERRITT		240.03
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JUAN SUFUENTES		1,700.78
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ROBERT CALLAWAY		822.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	KEN JENSEN		461.15
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CHRISTOPHER A. MCDANIEL		368.23
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LEN GUILLETTE		1,152.38
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BILL SWALLEY		240.03
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JOHN SMOTHERS		823.15
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	TYNA LAMISON		701.03
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CYNTHIA THOMPSON		368.23
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GLEN C. CARRINGTON		240.03
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DEBRA COURT		245.45
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MATTHEW PETERSON-HAYWOOD		573.25
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	KELLY SORENSEN		1,488.33
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	TONY RAMIREZ		972.99
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GREG WELLMAN		854.46
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	SANDY GLOWSKI		843.61
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JOSEPH HOFFAR		638.05
0	03/28/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	THOMAS PROTHRO		245.45

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		54,876.98
0	04/08/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		75.00
				Check Total:		75.00
0	04/04/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		-0.01
0	04/04/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	04/04/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,980.90
0	04/04/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		80.78
0	04/04/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		8,967.90
0	04/04/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		23,730.96
0	04/04/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		395.15
0	04/04/2025	0001 General Fund	Deferred Compensation	PNC BANK		430.00
0	04/04/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		275.55
0	04/04/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		2,919.80
0	04/04/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,189.55
0	04/04/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		275.55
0	04/04/2025	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		115.38
0	04/04/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		18,723.93
0	04/04/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		9,546.23
0	04/04/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		9,106.75
0	04/04/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		17,913.91
0	04/04/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,189.55
0	04/04/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		18.89
0	04/04/2025	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		1,804.58
0	04/04/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		1,178.23
0	04/04/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,140.54
0	04/04/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		-347.00
0	04/04/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		5,139.81
0	04/04/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		401.27
0	04/04/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		17,913.91
0	04/04/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,701.45
0	04/04/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		1,178.23
0	04/04/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		1,004.62
0	04/04/2025	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		901.95
0	04/04/2025	0001 General Fund	Deferred Compensation	CALPERS		827.00
0	04/04/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		347.00
0	04/04/2025	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		3,153.50
0	04/04/2025	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,882.51
0	04/04/2025	0001 General Fund	Deferred Compensation	PNC BANK		1,458.00
0	04/04/2025	0001 General Fund	Deferred Compensation	CALPERS		575.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		156,907.95
0	04/03/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		11,218.00
0	04/03/2025	7010 Employee Benefits Fund	General Administration-Ins	PERS-HEALTH		280.05
0	04/03/2025	0001 General Fund	Miscellaneous Bills	PERS-HEALTH		4.60
0	04/03/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		199.94
0	04/03/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		1,918.35
0	04/03/2025	0001 General Fund	Pers Health Payable	PERS-HEALTH		116,687.13
				Check Total:		130,308.07
				Report Total:		510,687.30

Accounts Payable

Checks for Approval

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Printed: 4/10/2025 - 2:18 PM

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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	04/14/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		529.83
0	04/14/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		529.83
0	04/14/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		37.42
0	04/14/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		1,579.65
0	04/14/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		182,653.10
0	04/14/2025	0001 General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		452.09
0	04/14/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,680.35
0	04/14/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		46.17
0	04/14/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,680.35
0	04/14/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		35,530.73
0	04/14/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		529.84
0	04/14/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		92,916.63
0	04/14/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		59,583.37
0	04/14/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		37.43
0	04/14/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,680.34
0	04/14/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		54.18
0	04/14/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		37.42
				Check Total:		382,558.73
27638	04/14/2025	0001 General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		130.39
27638	04/14/2025	0001 General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		130.39
				Check Total:		260.78
27639	04/14/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		728.72
27639	04/14/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		728.72
27639	04/14/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		49.81
27639	04/14/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		49.81
27639	04/14/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		49.81
27639	04/14/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		728.72
				Check Total:		2,335.59
27640	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ABRAHAM AGUILAR		150.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		150.00
27641	04/14/2025	0001 General Fund	Special Departmental Expense	AIRGAS USA, LLC		546.38
27641	04/14/2025	0001 General Fund	Special Departmental Expense	AIRGAS USA, LLC		134.27
27641	04/14/2025	0001 General Fund	Special Departmental Expense	AIRGAS USA, LLC		134.27
				Check Total:		814.92
27642	04/14/2025	0001 General Fund	Professional Services	ALLWAYS TOWING LLC		300.00
27642	04/14/2025	0001 General Fund	Professional Services	ALLWAYS TOWING LLC		300.00
				Check Total:		600.00
27643	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	GUADALUPE ALVAREZ		76.16
27643	04/14/2025	0001 General Fund	Accounts Payable	GUADALUPE ALVAREZ		2.00
				Check Total:		78.16
27644	04/14/2025	0001 General Fund	Community Center Deposits	OLGA ALVAREZ		350.00
				Check Total:		350.00
27645	04/14/2025	0001 General Fund	Communications	AMAZON CAPITAL SERVICES		874.32
27645	04/14/2025	0001 General Fund	Easter Egg Hunt	AMAZON CAPITAL SERVICES		23.91
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		50.47
27645	04/14/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		283.47
27645	04/14/2025	0001 General Fund	Easter Egg Hunt	AMAZON CAPITAL SERVICES		39.14
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		131.73
27645	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		7.24
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		430.82
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		15.04
27645	04/14/2025	0001 General Fund	Track Meet	AMAZON CAPITAL SERVICES		16.87
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		334.62
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		13.79
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		38.53
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		156.53
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		18.90
27645	04/14/2025	0001 General Fund	Easter Egg Hunt	AMAZON CAPITAL SERVICES		40.23
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		249.88
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		7.48
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		1,747.88
27645	04/14/2025	0001 General Fund	Easter Egg Hunt	AMAZON CAPITAL SERVICES		10.21
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		135.90
27645	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		30.45
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		131.58

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27645	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		21.57
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		166.30
27645	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		51.66
27645	04/14/2025	0001 General Fund	Easter Egg Hunt	AMAZON CAPITAL SERVICES		120.18
27645	04/14/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		46.68
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		99.14
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		-17.35
27645	04/14/2025	0001 General Fund	Easter Egg Hunt	AMAZON CAPITAL SERVICES		39.24
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		12.34
27645	04/14/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		257.56
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		67.41
27645	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		32.16
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		66.53
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		20.16
27645	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		17.39
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		32.61
27645	04/14/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		215.00
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		28.26
27645	04/14/2025	0001 General Fund	Track Meet	AMAZON CAPITAL SERVICES		36.96
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		150.06
27645	04/14/2025	0001 General Fund	Easter Egg Hunt	AMAZON CAPITAL SERVICES		23.91
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		6.32
27645	04/14/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		19.14
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		108.76
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		21.18
27645	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		40.12
27645	04/14/2025	0001 General Fund	Easter Egg Hunt	AMAZON CAPITAL SERVICES		80.43
27645	04/14/2025	0001 General Fund	Easter Egg Hunt	AMAZON CAPITAL SERVICES		95.05
27645	04/14/2025	0001 General Fund	Easter Egg Hunt	AMAZON CAPITAL SERVICES		32.60
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		34.25
27645	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		9.74
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		76.10
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		96.79
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		39.42
27645	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		10.86
27645	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		27.97
27645	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		141.36
27645	04/14/2025	0001 General Fund	Easter Egg Hunt	AMAZON CAPITAL SERVICES		111.90
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		15.04
27645	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		99.56
27645	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		332.24
27645	04/14/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		7.22

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		7,682.81
27646	04/14/2025	7000 Internal Service Fund	Professional Services	ASSOCIATES LOCK & SAFE SERVICE		95.00
27646	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		7.58
27646	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		29.23
				Check Total:		131.81
27647	04/14/2025	0001 General Fund	Communications	AT&T		188.00
				Check Total:		188.00
27648	04/14/2025	0001 General Fund	Communications	AT&T CALNET		286.21
				Check Total:		286.21
27649	04/14/2025	6000 Water Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		195.00
				Check Total:		195.00
27650	04/14/2025	7000 Internal Service Fund	Professional Services	ATWATER GLASS		125.00
27650	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	ATWATER GLASS		123.82
				Check Total:		248.82
27651	04/14/2025	0001 General Fund	Field Deposits	ATWATER YOUTH BASEBALL & SOFTBALL		200.00
				Check Total:		200.00
27652	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	AUTOMATIC DOOR SYSTEMS, INC.		27.19
27652	04/14/2025	7000 Internal Service Fund	Professional Services	AUTOMATIC DOOR SYSTEMS, INC.		650.00
				Check Total:		677.19
27653	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	ZAYDA BARRIENTOS PINEDA		50.75
27653	04/14/2025	0001 General Fund	Accounts Payable	ZAYDA BARRIENTOS PINEDA		2.00
				Check Total:		52.75
27654	04/14/2025	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		515.52
27654	04/14/2025	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		2,984.08
27654	04/14/2025	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		2,442.68
27654	04/14/2025	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		4,662.04
27654	04/14/2025	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		3,668.24
				Check Total:		14,272.56

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27655	04/14/2025	7020 Risk Management Fund	Professional Services	BEST BEST & KRIEGER		31,113.40
				Check Total:		31,113.40
27656	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		88.56
27656	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		20.65
27656	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		163.10
27656	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		20.02
27656	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		69.69
27656	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		33.49
27656	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		104.60
27656	04/14/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		19.89
27656	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		12.60
27656	04/14/2025	6010 Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		14.53
27656	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		10.61
27656	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		-125.96
27656	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		91.67
27656	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		104.60
27656	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		77.56
				Check Total:		705.61
27657	04/14/2025	6010 Sewer Enterprise Fund	Professional Services	BLACK WATER CONSULTING ENGINEERING,		544.00
				Check Total:		544.00
27658	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BOBCAT CENTRAL, INC.		468.02
				Check Total:		468.02
27659	04/14/2025	0001 General Fund	Training	MATTHEW BOWEN		150.41
				Check Total:		150.41
27660	04/14/2025	0001 General Fund	Uniform & Clothing Expense	BPS TACTICAL		791.25
				Check Total:		791.25
27661	04/14/2025	0001 General Fund	Special Departmental Expense	BRADY INDUSTRIES		65.45
				Check Total:		65.45
27662	04/14/2025	0001 General Fund	Special Departmental Expense	BRIGHTDART PRINT & DESIGN, LLC		416.76
				Check Total:		416.76
27663	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	JIM BRISCO ENTERPRISES		418.14

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		418.14
27664	04/14/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		26.63
27664	04/14/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
27664	04/14/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
27664	04/14/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
27664	04/14/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
27664	04/14/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		101.44
27664	04/14/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		106.52
27664	04/14/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		61.12
27664	04/14/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
27664	04/14/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
27664	04/14/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
27664	04/14/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
27664	04/14/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,398.56
				Check Total:		5,438.71
27665	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		2,247.23
27665	04/14/2025	7000 Internal Service Fund	Professional Services	BURTONS FIRE INC		4,112.50
27665	04/14/2025	7000 Internal Service Fund	Professional Services	BURTONS FIRE INC		3,500.00
27665	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		1,469.12
27665	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		1,476.86
27665	04/14/2025	7000 Internal Service Fund	Professional Services	BURTONS FIRE INC		3,587.50
				Check Total:		16,393.21
27666	04/14/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		75.41
27666	04/14/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		169.96
27666	04/14/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		150.83
27666	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	CAL FARM SERVICES		592.61
27666	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	CAL FARM SERVICES		64.59
				Check Total:		1,053.40
27667	04/14/2025	0001 General Fund	Training	CAL FIRE		1,120.00
				Check Total:		1,120.00
27668	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	CENTRAL VALLEY AIRCONDITIONING INC		2,610.73
				Check Total:		2,610.73
27669	04/14/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14
27669	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.09
27669	04/14/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27669	04/14/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.53
27669	04/14/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		76.16
27669	04/14/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		74.26
27669	04/14/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.53
27669	04/14/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		56.00
27669	04/14/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		19.25
27669	04/14/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.32
27669	04/14/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		76.16
27669	04/14/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		19.25
27669	04/14/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		19.25
27669	04/14/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.32
27669	04/14/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		74.26
27669	04/14/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		76.16
27669	04/14/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.32
27669	04/14/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14
27669	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.09
27669	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.09
27669	04/14/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.53
				Check Total:		865.99
27670	04/14/2025	7000 Internal Service Fund	Communications	COMCAST		1,705.49
				Check Total:		1,705.49
27671	04/14/2025	7000 Internal Service Fund	Utilities	COMCAST		13.10
27671	04/14/2025	7000 Internal Service Fund	Communications	COMCAST		270.21
				Check Total:		283.31
27672	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		671.15
27672	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		2,922.75
27672	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		136.40
				Check Total:		3,730.30
27673	04/14/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	COOK'S COMMUNICATIONS		681.38
				Check Total:		681.38
27674	04/14/2025	6000 Water Enterprise Fund	Professional Services	COOPER CONTROLS INC		4,692.00
				Check Total:		4,692.00
27675	04/14/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		-70.00
27675	04/14/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		-105.00
27675	04/14/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		713.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27675	04/14/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		-35.00
					Check Total:	503.00
27676	04/14/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
27676	04/14/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		140.00
27676	04/14/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		75.00
27676	04/14/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
27676	04/14/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
27676	04/14/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
27676	04/14/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
27676	04/14/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
27676	04/14/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
27676	04/14/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
					Check Total:	567.00
27677	04/14/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,431.00
27677	04/14/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,834.50
27677	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	DATA PATH		9,165.68
27677	04/14/2025	7030 Information Technology Fund	Professional Services	DATA PATH		8,321.00
27677	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	DATA PATH		1,800.00
27677	04/14/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		760.00
27677	04/14/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,638.00
27677	04/14/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
					Check Total:	30,039.18
27678	04/14/2025	0001 General Fund	Various Classes	MARY ANN DAVIS		386.75
					Check Total:	386.75
27679	04/14/2025	0001 General Fund	Training	TYLER DAVIS		85.04
					Check Total:	85.04
27680	04/14/2025	1041 General Plan Update Fund	Professional Services	DE NOVO PLANNING GROUP		18,850.00
					Check Total:	18,850.00
27681	04/14/2025	7020 Risk Management Fund	Professional Services	DELFINO MADDEN O'MALLEY COYLE & KOE		7,213.50
					Check Total:	7,213.50
27682	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		559.36
27682	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		16.30
27682	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		14.18

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27682	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		988.23
27682	04/14/2025	7000 Internal Service Fund	Professional Services	DELRAY TIRE		264.15
27682	04/14/2025	7000 Internal Service Fund	Professional Services	DELRAY TIRE		432.95
					Check Total:	2,275.17
27683	04/14/2025	0001 General Fund	Castle Park Deposits	NICOLE DIELE		200.00
					Check Total:	200.00
27684	04/14/2025	0001 General Fund	Community Center Rental	SAJJAN DOLA		-240.00
27684	04/14/2025	0001 General Fund	Community Center Deposits	SAJJAN DOLA		350.00
					Check Total:	110.00
27685	04/14/2025	7000 Internal Service Fund	Professional Services	ELITE IRON FENCING		670.00
					Check Total:	670.00
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		167.77
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		24.00
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		16.00
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		19.00
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		24.00
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		80.00
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		46.31
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		200.26
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		32.00
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		261.95
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		284.67
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		80.00
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		17.32
27686	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		56.00
					Check Total:	1,309.28
27687	04/14/2025	0001 General Fund	Uniform & Clothing Expense	EMBLEM ENTERPRISES, INC.		1,699.50
					Check Total:	1,699.50
27688	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ENTENMANN-ROVIN CO.		143.00
27688	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ENTENMANN-ROVIN CO.		100.85
					Check Total:	243.85
27689	04/14/2025	0001 General Fund	Professional Services	ET ABATEMENT INC		24,998.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		24,998.00
27690	04/14/2025	0001 General Fund	Office Supplies	ETCH THIS AND THAT		43.71
				Check Total:		43.71
27691	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		149.30
				Check Total:		149.30
27692	04/14/2025	0001 General Fund	Memberships & Subscriptions	FBI-LEEDA		50.00
				Check Total:		50.00
27693	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	FEDEX		44.68
27693	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	FEDEX		3.57
27693	04/14/2025	0001 General Fund	Professional Services	FEDEX		4.77
27693	04/14/2025	0001 General Fund	Professional Services	FEDEX		32.57
				Check Total:		85.59
27694	04/14/2025	7000 Internal Service Fund	Machinery & Equipment	FORD PRO		10,776.68
				Check Total:		10,776.68
27695	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	FOSTER'S PUMPS, INC.		1,560.00
				Check Total:		1,560.00
27696	04/14/2025	0001 General Fund	Travel/Conferences/Meetings	KRISTINA GARDNER		207.78
				Check Total:		207.78
27697	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	GARTON TRACTOR INC		361.88
27697	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	GARTON TRACTOR INC		260.56
				Check Total:		622.44
27698	04/14/2025	7000 Internal Service Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		200.00
				Check Total:		200.00
27699	04/14/2025	0007 Measure V Fund	Project Retention	GEORGE REED INC		-18,445.06
27699	04/14/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	GEORGE REED INC		368,901.17
				Check Total:		350,456.11
27700	04/14/2025	6010 Sewer Enterprise Fund	Lower Shaffer Storm Drain Imp	GHD		5,670.76

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		5,670.76
27701	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	GRAINGER		215.38
27701	04/14/2025	0001 General Fund	Special Departmental Expense	GRAINGER		85.92
				Check Total:		301.30
27702	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	GRAYSTONE PROPERTY MANAGEMENT		125.89
				Check Total:		125.89
27703	04/14/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	HENRY SCHEIN, INC.		17.20
27703	04/14/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	HENRY SCHEIN, INC.		449.63
27703	04/14/2025	0001 General Fund	Special Departmental Expense	HENRY SCHEIN, INC.		986.58
27703	04/14/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	HENRY SCHEIN, INC.		51.84
27703	04/14/2025	0001 General Fund	Special Departmental Expense	HENRY SCHEIN, INC.		6.85
				Check Total:		1,512.10
27704	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	PHILIP HILLMAN		3.86
27704	04/14/2025	6020 Sanitation Enterprise Fund	Accounts Payable	PHILIP HILLMAN		3.08
27704	04/14/2025	6010 Sewer Enterprise Fund	Accounts Payable	PHILIP HILLMAN		4.58
				Check Total:		11.52
27705	04/14/2025	0001 General Fund	Training	AMANDA HINOJOS		115.18
				Check Total:		115.18
27706	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	HI-TECH EVS INC		131.17
				Check Total:		131.17
27707	04/14/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		57.00
27707	04/14/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	HOFFMAN SECURITY		495.00
27707	04/14/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		348.83
27707	04/14/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		1,159.75
27707	04/14/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		309.00
				Check Total:		2,369.58
27708	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	BRYAN & SUE HOFMANN		242.50
				Check Total:		242.50
27709	04/14/2025	0001 General Fund	Special Departmental Expense	HORIZON		117.40
27709	04/14/2025	0001 General Fund	Special Departmental Expense	HORIZON		32.97

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		150.37
27710	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	DAN HOWELL		129.92
27710	04/14/2025	6010 Sewer Enterprise Fund	Accounts Payable	DAN HOWELL		7.11
27710	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	DAN HOWELL		20.00
27710	04/14/2025	6020 Sanitation Enterprise Fund	Accounts Payable	DAN HOWELL		4.78
				Check Total:		161.81
27711	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	J DEAN CONSTRUCTION INC		52.50
27711	04/14/2025	0001 General Fund	Accounts Payable	J DEAN CONSTRUCTION INC		2.00
				Check Total:		54.50
27712	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	J DEAN CONSTRUCTION INC		78.12
				Check Total:		78.12
27713	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	JAET INC.		132.33
27713	04/14/2025	0001 General Fund	Accounts Payable	JAET INC.		2.00
				Check Total:		134.33
27714	04/14/2025	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		710.00
27714	04/14/2025	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		1,503.41
27714	04/14/2025	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		11,693.00
				Check Total:		13,906.41
27715	04/14/2025	0007 Measure V Fund	City Wide Traffic Signal Synch	JLB TRAFFIC ENGINEERING, INC		2,172.80
27715	04/14/2025	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		94.97
27715	04/14/2025	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		117.37
27715	04/14/2025	0007 Measure V Fund	City Wide Traffic Signal Synch	JLB TRAFFIC ENGINEERING, INC		2,385.22
27715	04/14/2025	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		3,633.87
27715	04/14/2025	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		284.90
				Check Total:		8,689.13
27716	04/14/2025	5035 Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
27716	04/14/2025	5016 Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
27716	04/14/2025	5040 Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
27716	04/14/2025	5027 Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
27716	04/14/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
27716	04/14/2025	5012 Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
27716	04/14/2025	5014 Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
27716	04/14/2025	5018 Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27716	04/14/2025	5031 Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
27716	04/14/2025	5044 Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
27716	04/14/2025	5022 Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
27716	04/14/2025	5042 Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
27716	04/14/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
27716	04/14/2025	5037 Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
27716	04/14/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
27716	04/14/2025	5046 Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
27716	04/14/2025	5024 Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
27716	04/14/2025	5029 Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
27716	04/14/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
				Check Total:		10,370.85
27717	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	JOHN DEERE FINANCIAL		1,187.33
27717	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	JOHN DEERE FINANCIAL		1,551.53
27717	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	JOHN DEERE FINANCIAL		3,071.53
27717	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	JOHN DEERE FINANCIAL		341.25
				Check Total:		6,151.64
27718	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		121.56
27718	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		123.53
				Check Total:		245.09
27719	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		363.70
27719	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		167.44
				Check Total:		531.14
27720	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	DAYNE KNOWLES		176.32
27720	04/14/2025	0001 General Fund	Accounts Payable	DAYNE KNOWLES		2.00
				Check Total:		178.32
27721	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		168.90
27721	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	LAWSON PRODUCTS		370.16
				Check Total:		539.06
27722	04/14/2025	0004 Public Safety Trans & Use Tax	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		960.00
				Check Total:		960.00
27723	04/14/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	LN CURTIS & SONS		1,868.36
27723	04/14/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	LN CURTIS & SONS		773.09

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		2,641.45
27724	04/14/2025	0001 General Fund	Miscellaneous	LOOMIS		1,323.95
27724	04/14/2025	0001 General Fund	Miscellaneous	LOOMIS		2,697.16
				Check Total:		4,021.11
27725	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	RAINEY MAYS		150.94
				Check Total:		150.94
27726	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		19.00
27726	04/14/2025	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		12,830.44
				Check Total:		12,849.44
27727	04/14/2025	7000 Internal Service Fund	Professional Services	MCAULEY MOTORS		125.00
27727	04/14/2025	7000 Internal Service Fund	Professional Services	MCAULEY MOTORS		273.00
27727	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		248.18
				Check Total:		646.18
27728	04/14/2025	0001 General Fund	Special Departmental Expense	MERAKAI LLC		4,992.77
				Check Total:		4,992.77
27729	04/14/2025	0001 General Fund	Women's Volleyball	MERCED AREA SPORTS OFFICIALS, INC		112.00
27729	04/14/2025	0001 General Fund	Women's Volleyball	MERCED AREA SPORTS OFFICIALS, INC		112.00
27729	04/14/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		336.00
27729	04/14/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		336.00
27729	04/14/2025	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		530.00
27729	04/14/2025	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		598.00
				Check Total:		2,024.00
27730	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	MERCED IRRIGATION DISTRICT		125.04
27730	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	MERCED IRRIGATION DISTRICT		89.76
				Check Total:		214.80
27731	04/14/2025	7000 Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		2,325.00
27731	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		2,052.46
27731	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		27.40
				Check Total:		4,404.86
27732	04/14/2025	0001 General Fund	Uniform & Clothing Expense	METRO UNIFORM MERCED		90.93

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		90.93
27733	04/14/2025	0001 General Fund	Professional Services	MID-VALLEY DISPOSAL LLC		1,280.01
27733	04/14/2025	0001 General Fund	Professional Services	MID-VALLEY DISPOSAL LLC		5,372.35
27733	04/14/2025	0001 General Fund	Professional Services	MID-VALLEY DISPOSAL LLC		976.00
				Check Total:		7,628.36
27734	04/14/2025	7000 Internal Service Fund	Professional Services	MISTER CAR WASH		880.00
				Check Total:		880.00
27735	04/14/2025	6000 Water Enterprise Fund	Training	MITCH'S CERTIFIED CLASSES, INC.		1,400.00
27735	04/14/2025	6000 Water Enterprise Fund	Training	MITCH'S CERTIFIED CLASSES, INC.		1,400.00
				Check Total:		2,800.00
27736	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		10.58
27736	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		6.88
27736	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		38.04
27736	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		76.07
				Check Total:		131.57
27737	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	MARIA NEMETH		49.72
27737	04/14/2025	0001 General Fund	Accounts Payable	MARIA NEMETH		2.00
				Check Total:		51.72
27738	04/14/2025	7030 Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,434.08
				Check Total:		2,434.08
27739	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		11.95
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		463.09
27739	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		27.89
27739	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		58.56
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		278.03
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		26.92
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		13.03
27739	04/14/2025	7000 Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		13.03
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		39.52
27739	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		61.69
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		121.95
27739	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		24.49
27739	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		43.48

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		124.68
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		64.96
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		5.76
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		181.21
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		90.73
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-10.88
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		9.29
27739	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		14.12
27739	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		34.50
				Check Total:		1,698.00
27740	04/14/2025	7000 Internal Service Fund	Professional Services	OSBORNE'S APPLIANCE		188.00
				Check Total:		188.00
27741	04/14/2025	0001 General Fund	Training	SAM PARKS		502.65
				Check Total:		502.65
27742	04/14/2025	0003 General Fund Capital	Phase 3 Ped Imp Proj Downtown	PRECISION CIVIL ENGINEERING, INC.		4,067.95
27742	04/14/2025	0008 Measure V 20% AlternativeModes	Phase 3 Ped Imp Proj Downtown	PRECISION CIVIL ENGINEERING, INC.		527.05
				Check Total:		4,595.00
27743	04/14/2025	6001 Water Fund Capital Replacement	Well #20A Rehab	PROVOST & PRITCHARD CONSULTING GROU		321.90
				Check Total:		321.90
27744	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	PUMP PROS INC		805.47
				Check Total:		805.47
27745	04/14/2025	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	QUAD KNOPF		1,582.70
				Check Total:		1,582.70
27746	04/14/2025	0001 General Fund	Planning Deposits	ADAM REED		1,701.70
				Check Total:		1,701.70
27747	04/14/2025	0001 General Fund	Uniform & Clothing Expense	ANA REYES		150.00
				Check Total:		150.00
27748	04/14/2025	0001 General Fund	Castle Park Deposits	ALIYAH RICKS		200.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		200.00
27749	04/14/2025	1041 General Plan Update Fund	Professional Services	RINCON CONSULTANTS INC		929.00
				Check Total:		929.00
27750	04/14/2025	7020 Risk Management Fund	Professional Services	JOCELYN E. ROLAND, PHD., ABPP		500.00
				Check Total:		500.00
27751	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		363.71
				Check Total:		363.71
27752	04/14/2025	0001 General Fund	Training	ALEJANDRO SALAZAR		473.94
				Check Total:		473.94
27753	04/14/2025	6010 Sewer Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		900.00
				Check Total:		900.00
27754	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	VIRGINIA SANTOYO GALVAN		173.00
				Check Total:		173.00
27755	04/14/2025	6020 Sanitation Enterprise Fund	Accounts Payable	PHILIP SARGENT		10.79
27755	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	PHILIP SARGENT		15.26
27755	04/14/2025	6010 Sewer Enterprise Fund	Accounts Payable	PHILIP SARGENT		16.03
				Check Total:		42.08
27756	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	SAVE MART		343.50
				Check Total:		343.50
27757	04/14/2025	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		1,292.58
27757	04/14/2025	1078 HOME Grant Fund	Activity Delivery (Rehab)	SELF-HELP ENTERPRISES		311.85
27757	04/14/2025	1064 CDBG Program Income	Activity Delivery (Rehab)	SELF-HELP ENTERPRISES		2,078.40
27757	04/14/2025	1064 CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES		583.94
27757	04/14/2025	1064 CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES		550.10
27757	04/14/2025	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		874.14
27757	04/14/2025	1064 CDBG Program Income	Activity Delivery (Rehab)	SELF-HELP ENTERPRISES		2,508.53
27757	04/14/2025	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		406.33
				Check Total:		8,605.87

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27758	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	SHANNON PUMP CO.		1,866.92
				Check Total:		1,866.92
27759	04/14/2025	6010 Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.		14,858.95
				Check Total:		14,858.95
27760	04/14/2025	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	SIERRA MATERIALS & TRUCKING COMPANY		629.61
				Check Total:		629.61
27761	04/14/2025	1011 Gas Tax/Street Improvement	Professional Services	ST FRANCIS ELECTRIC		957.00
27761	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	ST FRANCIS ELECTRIC		838.00
				Check Total:		1,795.00
27762	04/14/2025	6020 Sanitation Enterprise Fund	Accounts Payable	MARIA SUNSERI		12.33
27762	04/14/2025	6010 Sewer Enterprise Fund	Accounts Payable	MARIA SUNSERI		18.33
27762	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	MARIA SUNSERI		195.44
				Check Total:		226.10
27763	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		804.21
27763	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		413.22
27763	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		804.21
				Check Total:		2,021.64
27764	04/14/2025	7000 Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		2,292.84
27764	04/14/2025	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		4,987.27
27764	04/14/2025	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		4,105.55
27764	04/14/2025	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		16,924.56
				Check Total:		28,310.22
27765	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	THE SIGN GUYS		929.81
27765	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	THE SIGN GUYS		606.83
27765	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	THE SIGN GUYS		68.96
27765	04/14/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	THE SIGN GUYS		88.36
27765	04/14/2025	0001 General Fund	Office Supplies	THE SIGN GUYS		38.79
				Check Total:		1,732.75
27766	04/14/2025	7030 Information Technology Fund	Communications	TPX COMMUNICATIONS		12,891.66
				Check Total:		12,891.66

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27767	04/14/2025	0008 Measure V 20% AlternativeModes	Phase 3 Ped Imp Proj Downtown	TRANSCOUNTY TITLE CO.		400.00
27767	04/14/2025	0008 Measure V 20% AlternativeModes	Phase 3 Ped Imp Proj Downtown	TRANSCOUNTY TITLE CO.		400.00
27767	04/14/2025	0008 Measure V 20% AlternativeModes	Phase 3 Ped Imp Proj Downtown	TRANSCOUNTY TITLE CO.		400.00
				Check Total:		1,200.00
27768	04/14/2025	7000 Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
				Check Total:		33.00
27769	04/14/2025	6000 Water Enterprise Fund	Professional Services	TURLOCK TRUCK STUFF LLC		777.73
27769	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	TURLOCK TRUCK STUFF LLC		276.99
27769	04/14/2025	7000 Internal Service Fund	Professional Services	TURLOCK TRUCK STUFF LLC		670.00
				Check Total:		1,724.72
27770	04/14/2025	7000 Internal Service Fund	Special Departmental Expense	ULINE		28.62
27770	04/14/2025	0001 General Fund	Maint. Buildings & Grounds	ULINE		3,603.22
				Check Total:		3,631.84
27771	04/14/2025	7000 Internal Service Fund	Professional Services	UNITED CEILINGS		500.00
				Check Total:		500.00
27772	04/14/2025	0001 General Fund	Accounts Payable	JOSE VALENCIA SOLIS		2.00
27772	04/14/2025	6020 Sanitation Enterprise Fund	Accounts Payable	JOSE VALENCIA SOLIS		46.24
27772	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	JOSE VALENCIA SOLIS		65.40
27772	04/14/2025	6010 Sewer Enterprise Fund	Accounts Payable	JOSE VALENCIA SOLIS		68.72
				Check Total:		182.36
27773	04/14/2025	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		13,510.53
				Check Total:		13,510.53
27774	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	CHARLOTTE VANG		268.43
27774	04/14/2025	0001 General Fund	Accounts Payable	CHARLOTTE VANG		2.00
				Check Total:		270.43
27775	04/14/2025	0001 General Fund	Travel/Conferences/Meetings	EDGAR VASQUEZ-CHAVEZ		185.90
				Check Total:		185.90
27776	04/14/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,160.28
27776	04/14/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		26.37

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		1,186.65
27777	04/14/2025	0001 General Fund	Deposits	VULCAN CONSTRUCTION		547.00
27777	04/14/2025	6000 Water Enterprise Fund	Water Service Charges	VULCAN CONSTRUCTION		-196.01
				Check Total:		350.99
27778	04/14/2025	6007 1,2,3-TCP Fund	Project Retention	W.M. LYLES COMPANY		-4,755.75
27778	04/14/2025	6001 Water Fund Capital Replacement	Project Retention	W.M. LYLES COMPANY		-3,184.00
27778	04/14/2025	6007 1,2,3-TCP Fund	Well #20A Rehab	W.M. LYLES COMPANY		95,115.00
27778	04/14/2025	6001 Water Fund Capital Replacement	Well #20A Rehab	W.M. LYLES COMPANY		63,680.00
				Check Total:		150,855.25
27779	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WARD ENTERPRISES		10.82
27779	04/14/2025	6000 Water Enterprise Fund	Special Departmental Expense	WARD ENTERPRISES		12.18
				Check Total:		23.00
27780	04/14/2025	6000 Water Enterprise Fund	Training	WATER OPCERT SCHOOL		400.00
				Check Total:		400.00
27781	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		440.68
27781	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		1.82
27781	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		9.69
27781	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		23.21
27781	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		17.22
27781	04/14/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		20.55
27781	04/14/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	WINTON HARDWARE		32.00
				Check Total:		545.17
27782	04/14/2025	6000 Water Enterprise Fund	Professional Services	MARIN ZARATE		132.00
				Check Total:		132.00
27783	04/14/2025	6000 Water Enterprise Fund	Accounts Payable	ZY CONSULTING GROUP LLC		6.94
27783	04/14/2025	0001 General Fund	Accounts Payable	ZY CONSULTING GROUP LLC		2.00
				Check Total:		8.94
				Report Total:		1,299,375.90

CITY OF ATWATER

CITIZENS' OVERSIGHT COMMITTEE FOR PUBLIC SAFETY TRANSACTIONS AND USE TAX

ACTION MINUTES

December 10, 2024

REGULAR SESSION: (Council Chambers)

The City of Atwater Citizens' Oversight Committee for Public Safety Transactions and Use Tax met in Regular Session this date at 5:30 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Chairperson Kindred-Winzer presiding.

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Committee Member Eduardo Perez.

ROLL CALL:

Present:	***Committee Members Ingram, Perez, Price, Vice Chairperson Santos, Chairperson Kindred-Winzer***
Absent:	***None***
Staff Present:	***City Manager Hoem, Police Chief Salvador, CAL FIRE Battalion Chief Ayuso, Administrative Assistant Peralta***

SUBSEQUENT NEED ITEMS: ***None.***

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

***MOTION*: Committee Member Price moved to approve the agenda as posted. The motion was seconded by Vice Chairperson Santos and the vote was: Ayes: Ingram,**

Perez, Price, Santos, Kindred-Winzer; Noes: None; Absent: None. The motion passed.

MINUTES:

September 10, 2024 – Regular Meeting

Committee Member Price expressed concerns about the minutes.

MOTION: Committee Member Ingram moved to approve the minutes as listed. The motion was seconded by Vice Chairperson Santos and the vote was: Ayes: Ingram, Perez, Santos, Kindred-Winzer; Noes: Price; Absent: None. The motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Verbal Financial report (Finance Director Nicholas)

City Manager Hoem presented the verbal financial report in Finance Director Nicholas' absence.

Committee Member Price inquired about the Griffin Structures $50k check for the public safety masterplan.

Police Chief Salvador provided clarification, stating the contract is long term and will define the needs of the City going forward over the next 5-10 years.

Committee Member Price agrees a masterplan is important, but he worries about the expenditure coming out of Measure B and believes it should come out of the general fund instead.

Vice Chairperson Santos asked if there are any current work products from Griffin Structures that can be provided.

Police Chief Salvador provided clarification and stated there has been draft work and there are upcoming meetings with the consultant to finalize these drafts.

Verbal Police Department Update (Police Chief Salvador)

Police Chief Salvador provided the verbal Police Department update regarding the patrol and general statistics. He thanked the Committee for their participation and attention to detail during his time as Chief of Police.

Committee Member Ingram inquired about the number of Code Enforcement officers.

Vice Chairperson Santos asked about the recruits in the academy and asked about how many vacant positions there are.

Police Chief Salvador provided clarification, explaining that all funded positions are filled, and recruits are doing well.

Committee Member Price asked about the line item regarding the unhoused.

Police Chief Salvador elaborated on pedestrian checks, abandoned vehicles, and encampments. He offered to give the committee a more detailed report. He also specified that Code Enforcement oversees the unhoused.

Committee Member Ingram requested a better understanding of the strategies.

Verbal Fire Department Update (CAL FIRE Battalion Chief Ayuso)

CAL FIRE Battalion Chief Ayuso gave a verbal Fire Department update regarding calls, administration, personnel, equipment, and stated that the Atwater Fire Tri-Tip Dinner fundraiser made $5,400 in profit.

Committee Member Ingram asked about fire menace standby.

CAL FIRE Battalion Chief Ayuso provided clarification.

Committee Member Price asked about a fire that occurred recently at a house.

CAL FIRE Battalion Chief Ayuso clarified about the abandoned structure.

Committee Member Price expressed concerns over battery powered machinery and the potential unreliability.

Vice Chairperson Santos clarified about firescope outlines.

Verbal update (City Manager Hoem)

City Manager Hoem reminded the committee that he is happy to take any questions.

Vice Chairperson Santos asked how the Oversight funds are looking.

City Manager Hoem assured the Measure B funds are in good standing.

Committee Member Price added onto this and stated there is 3.4 million dollars in the Measure B fund.

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

Linda Dash inquired about the library fire in Merced, asked if officers patrol residential areas, and spoke about the unhoused situation.

Keith Pelowski spoke about expenses and urged the Committee to have training before their first meeting, and if there was training, what did it entail to prepare to be on the committee. He also expressed concern about the disagreements over expenses and how information is given to the City Council.

Chairperson Kindred-Winzer closed the Public Comment.

COMMITTEE MATTERS:

Committee member comments

Committee Member Price spoke regarding purchases, work-out equipment for the Fire department, Measure B funds, suggested a Measure B incentive program for potential incoming officers, and wished everyone Happy Holidays. He also requested to change the meeting time from 5:30pm to 6:00pm.

Committee Member Ingram thanked Police Chief Salvador for his service.

Committee Member Perez thanked Police Chief Salvador for his service and wished everyone a Merry Christmas.

Vice Chairperson Santos thanked Police Chief Salvador, hopes a police officer can be assigned to the unhoused, hopes for a future speed enforcement throughout the City, thanked CAL FIRE Battalion Chief Ayuso, and clarified that he did receive training.

Chairperson Kindred-Winzer thanked Police Chief Salvador and informed the Committee that she has met with the City Manager and Finance Director about making the meetings much more informational.

ADJOURNMENT:

Chairperson Kindred-Winzer adjourned the meeting at 6:34 PM.

APPROVED:

ROSA KINDRED-WINZER
CHAIRPERSON

ATTEST:

GISELA PERALTA
RECORDING SECRETARY

CITY OF ATWATER

CITY COUNCIL

ACTION MINUTES

March 10, 2025

REGULAR SESSION: (Council Chambers)

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

INVOCATION:

The Invocation was led by Timothy Miller.

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by City Council Member Rochester.

ROLL CALL: (City Council)

Present:	***City Council Members Ambriz, Cale, Raymond, Rochester and Mayor Nelson***
Absent:	***None***
Staff Present:	***City Manager Hoem, City Attorney Splendorio, Sergeant Sarginson, Finance Director Nicholas, Human Resources Director Sousa, Public Works Director Vinson, CAL Fire Battalion Chief Ayuso, City Clerk Billings and Assistant City Clerk Martin***

SUBSEQUENT NEED ITEMS: ***None***

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

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

CONSENT CALENDAR:

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

No one came forward to speak.

Mayor Nelson closed the public comment.

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

WARRANTS:

1. March 10, 2025

***ACTION:* Acceptance of warrants as listed.**

MINUTES: (City Council)

2. February 24, 2025 – Regular meeting

***ACTION:* Approval of minutes as listed.**

REPORTS AND PRESENTATIONS FROM STAFF:

Request from City Council Member Rochester regarding the Review and Discussion of the Fruitland Avenue Reconstruction Project (Phase 3) (City Manager Hoem)

City Manager Hoem provided background information on this item. City Manager Hoem made a statement for the record regarding staff estimated there would be increased costs to pausing construction and reengineering the project at a cost of $300,000 to $450,000.

Michael Hayes, Contract City Engineer and Jose Benavidez, Contract Traffic Engineer provided background information on this item.

Mayor Nelson opened public comment regarding this item.

Chi Chi Wood spoke regarding the Fruitland project.

Roger Wood spoke regarding the Fruitland project.

Dorella Heller spoke regarding the Fruitland project.

John Rogers spoke regarding the Fruitland project.

Eddie Perez spoke regarding the Fruitland project.

Judy Layton spoke regarding the Fruitland project.

Linda Dash spoke regarding the Fruitland project.

Joe Weiss spoke regarding the Fruitland project.

Cynthia Zorichak spoke regarding the Fruitland project.

Diane Con spoke regarding the Fruitland project.

Ofelia Sandavol spoke regarding the Fruitland project.

Dean Way spoke regarding the Fruitland project.

One resident spoke regarding the Fruitland project.

Amy Vann spoke regarding the Fruitland project.

Anita Mason Linginfelter spoke regarding the Fruitland project.

Garret Pedretti spoke regarding the Fruitland project.

Keith Pelowski spoke regarding the Fruitland project.

Jim Price spoke regarding the Fruitland project.

Rich Miller spoke regarding the Fruitland project.

Harold Hollman spoke regarding the Fruitland project.

Kory Billings spoke regarding the Fruitland project.

Ashley spoke regarding the Fruitland project.

Adam Reed spoke regarding the Fruitland project.

Mr. Gamboni spoke regarding the Fruitland project.

No one else came forward to speak.

Mayor Nelson closed public comment.

City Council Member Rochester, Ambriz, Raymond, Raymond and Cale provided comments.

MOTION: City Council Member Rochester moved to continue to the extent possible during construction on the segment of Fruitland Avenue between Winton Way and Shaffer Road to re-engineer the project to exclude traffic circles and "choker islands," identify and approve supplemental funding at a future City Council meeting, and meanwhile, continue construction on the segment of Fruitland Avenue west of Winton Way; and review VVH performance under the contract for services provided. The motion was seconded by City Council Member Ambriz and the vote was: Ayes: Cale, Ambriz, Raymond, Rochester, Nelson; Noes: None; Absent: None. The motion passed.

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

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

Mayor Nelson opened public comment.

Rudy Ybarra spoke regarding a food permit and issues with a city department.

Keith Pelowski spoke regarding the public safety transactions and use tax.

Jim Price and spoke regarding spoke regarding the Citizens' Oversight meeting for public safety transactions and use tax and the planes at Castle.

Linda Dash thanked the City Council and spoke regarding the public safety transactions and use tax.

Mayor Nelson closed the public comment.

CITY COUNCIL REPORTS/UPDATES:

City Council Member Rochester spoke regarding the airplanes at Castle, Read Across America, congratulated the Lady Falcons and thanked the Fruitland residents for their participation in the meeting.

City Council Raymond had nothing to report.

City Council Member Ambriz had nothing to report.

Mayor Pro Tem Cale thanked the Fruitland residents for their participation in the meeting and congratulated the Lady Falcons

Mayor Nelson had nothing to report.

CITY MANAGER REPORTS/UPDATES:

Updates from the Office of the City Manager

City Manager Hoem reported the following:

- ***City of Atwater – Sprig Clean-up is Saturday, March 15, 2025***
- ***City of Atwater – Easter Egg Hunt is Saturday, April 12, 2025***

CLOSED SESSION: (Conference Room A)

Conference with Labor Negotiators - Government Code Section 54957.6, Agency Negotiators: City Manager Hoem and Human Resources Director Sousa Bargaining Units: AFSCME Local 2703 - Miscellaneous Employees Unit

Mayor Nelson invited public comment on Closed Session items.

No one came forward to speak.

Mayor Nelson adjourned the meeting to Conference Room A for the Closed Session at 8:48 PM. Closed Session was called to order at 8:57 PM.

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

Mayor Nelson reported there was no reportable action.

ADJOURNMENT:

Mayor Nelson adjourned the meeting at 9:04 PM.

APPROVED:

_____
MIKE NELSON
MAYOR

ATTEST:

_____
JANELL MARTIN
ASSISTANT CITY CLERK

CITY OF ATWATER

SPECIAL MEETING
CITY COUNCIL

ACTION MINUTES

March 17, 2025

CALL TO ORDER:

The City Council of the City of Atwater met in Special Session this date at 5:30 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Nelson presiding.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was postponed to the next Regular Session.

ROLL CALL:

Present:	***City Council Members Ambriz, Cale, Raymond, Rochester, Mayor Nelson***
Absent:	***None***
Staff Present:	***City Manager Hoem, City Clerk Billings, Assistant City Clerk Martin***

PUBLIC COMMENT:

Notice to the public was read.

No one came forward to speak.

CLOSED SESSION: (Conference Room A)

Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Number of cases (1)

Mayor Nelson adjourned the meeting to Conference Room A for the Closed Session at 5:31 PM. Closed Session was called to order at 5:34 PM.

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

Mayor Nelson reported there was no reportable action and staff was provided directions.

ADJOURNMENT:

Mayor Nelson adjourned the Special Meeting at 6:06 PM.

APPROVED:

_____
MIKE NELSON
MAYOR

ATTEST:

_____
JANELL MARTIN
ASSISTANT CITY CLERK

CITY OF ATWATER

SPECIAL MEETING
CITY COUNCIL

ACTION MINUTES

March 24, 2025

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by City Clerk Billings.

ROLL CALL:

Present:	***City Council Members Ambriz, Cale, Raymond, Rochester, Mayor Nelson***
Absent:	***None***
Staff Present:	***City Manager Hoem, Public Works Director Vinson, City Clerk Billings, Executive Assistant Peralta, Assistant City Clerk Martin***

PUBLIC WORKSHOP:

Discussion regarding Traffic Calming Alternatives as part of the Fruitland Avenue Reconstruction Project (Phase 3)

Mayor Nelson welcomed everyone to the public workshop regarding Traffic Calming Alternatives as part of the Fruitland Avenue Reconstruction Project (Phase 3)

City Manager Hoem spoke regarding the public comment period and the flow of the workshop.

Rob Christensen (VVH), Michael Hayes (VVH) and Jose Benavidez (JLB) gave a PowerPoint presentation regarding the project. A survey was provided for the residents to vote on options for the traffic calming alternatives.

All attendees were given the opportunity to speak if they chose.

Mayor Nelson closed public comment.

Recess was taken to administer surveys taken at 7:33 PM.

After completion of the surveys the City Council reconvened at 7:53 PM.

City Manager provided the results of the survey and option "B" received the most responses. Option "B" consisted of four (4) speed humps at increased spacing (reduced quantity).

MOTION: City Council Member Cale moved to proceed with option "B" which included removing the stop signs and after construction reassess the traffic warrants to see the necessity for stop signs in those previous locations and replace if necessary. The motion failed due to lack of a second.

MOTION: City Council Member Rochester moved to proceed with option "B" consisting of four (4) speed humps at increased spacing (reduced quantity) and revisit after the construction completed regarding the effectiveness of the traffic calming measures; and to study the project to see if it meets the traffic warrants to replace the removed all way stops. Mayor proposed an amendment to the motion that included a fifth speed hump located by the storm water basin and TCP Central Treatment Plant as depicted on Option "A." The motion was seconded by City Council Member Ambriz and the vote was: Ayes: Cale, Ambriz, Rochester, Nelson; Noes: None; Absent: Raymond. The motion passed.

ADJOURNMENT:

Mayor Nelson adjourned the Special Meeting at 8:14 PM.

APPROVED:

_____
MIKE NELSON
MAYOR

ATTEST:

_____
JANELL MARTIN
ASSISTANT CITY CLERK

CITY COUNCIL
AGENDA REPORT

MEETING DATE: April 14, 2025
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Kristina Gardner, Recreation Supervisor
SUBJECT: **Approving an Amendment to the Atwater Bombers Use Agreement** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3520-25 approving Amendment No. 1 of Use Agreement approved February 26, 2024, in a form approved by the City Attorney, with Atwater Bombers for the use of Fireman's Memorial Ballpark for organized baseball activities, and authorizes and directs the City Manager, or his designee, to execute the First Amendment to the Use Agreement on behalf of the City.

I. BACKGROUND/ANALYSIS:

The Atwater Bombers are in their second (2nd) year of their agreement with the City of Atwater ("City") which commenced on February 26, 2024, and ends as of March 1, 2026. The Atwater Bombers ("League") provides a safe playing environment for the youth in our community who participate in organized baseball activities and currently use the fields at Osborn Park in the fall after Atwater Little League season is completed.

The league has seen an increased interest in their older divisions along with increased interest in their overall program, creating a need for the use of an appropriately sized field for the older division. Since none of the fields at Osborn Park are big enough to hold games for the older divisions, the Atwater Bombers have requested to add Memorial Ball Park Field to their contract. The League will continue providing organized activities for the youth in the local Atwater community at Osborn Park. Both parties may terminate the agreement upon thirty (30) days' written notice.

II. FISCAL IMPACTS:

Approval of this item waives the rental fee of Memorial Ball Park, which is $75 dollars per game and $40 per hour for the lights to be on. The Atwater Bombers plan on playing two games a week from August through October. This would be roughly 26 days with one game per day at $1,950 for the games. Each game is expected to only have the

lights on for one hour, which would total $1,040. In total, using Memorial Ball Field would waive roughly $2,990 for the youth baseball program to use Memorial Ball Field for this upcoming season.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

This item is consistent with goal number six (6) of the City's 2020-2025 Strategic Plan: to enhance the quality of life.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This amendment has been reviewed by 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 a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

IX. STEPS FOLLOWING APPROVAL:

Upon approval by City Council, the City Clerk's office will route the Use Agreement for signature.

Submitted by:

Justin Vinson, Public Works Director

Approved by:

Chris Hoem, City Manager

Attachments:

1. Resolution - Atwater Bombers 4.14.25
2. Atwater Bombers 4.14.25 Amendment No 1

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AMENDMENT NO. 1 TO THE USE AGREEMENT WITH ATWATER BOMBERS FOR FIELD USE.

WHEREAS, the Atwater Bombers offer the youth of the City of Atwater and surrounding areas a baseball league during the fall season; and

WHEREAS, the City of Atwater and Atwater Bombers enter into a Use Agreement for the baseball fields located in Osborn Park on February 26, 2024; and

WHEREAS, The Atwater Bombers has identified a need to increase the field availability to include Fireman's Memorial Ballpark for the their youth fall baseball league older division; and

WHEREAS, Atwater Bombers will clean the restrooms and field during and after use.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Atwater does hereby authorize an Amendment No. 1 for the use of Fireman's Memorial Ballpark, in a form approved by the City Attorney, to Atwater Bombers, for the remainder of the (2) 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 14th day of April 2025.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____

KORY J. BILLINGS, CITY CLERK

AMENDMENT NO. 1
TO ATWATER BOMBERS USE AGREEMENT
BETWEEN
CITY OF ATWATER
AND
ATWATER BOMBERS

This Amendment No. 1 to Atwater Bombers Use Agreement ("Amendment No. 1") is made and entered into as of this 14th day of April 2025, by and between City of Atwater ("City") and Atwater Bombers ("League"). City and League are sometimes individually referred to as "Party" and collectively as "Parties."

Recitals

A. Existing Agreement. The Parties have entered into an agreement entitled "Atwater Bombers 2-26-24 Use Agreement" dated 2-26-24 ("Original Agreement") as modified by instrument dated 4-14-25 entitled "Amendment No. 1" ("Amendment No. 1), both of which are incorporated herein by reference as if fully set forth herein, for the purpose of City retaining League to provide the services described therein.

B. Amendment Purpose. City and League wish to amend the Original Agreement as modified by Amendment No. 1 (collectively, the "Existing Agreement") to Atwater Bombers 2-26-24 Use Agreement.

C. Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 12 of the Original Agreement.

Amendment

Now therefore, the Parties hereby modify the Existing Agreement as follows:

1. Definitions. All capitalized terms used in this Amendment No. 1 not defined in this Amendment No. 1 shall have the same meaning as set forth in the Existing Agreement if defined in the Existing Agreement.

2. Section 1 of Original Agreement. Section 1 of the Original Agreement is hereby replaced with the following italicized text:

    1. Grant of Right. The City hereby grants the League the right to non-exclusive use of certain Fields, concession area and restrooms subject to the terms and conditions hereinafter contained, subject to reasonable scheduling and accessibility at the discretion of the City. A true and correct depiction of the Fields is attached hereto as Exhibit "B."

3. Section 5D of Original Agreement. Section 5D of the Original Agreement is hereby replaced with the following italicized text:

5D. League shall pick up and dispose of all trash generated by Leagues' sponsored activities, including but not limited to, practices, league games and tournaments. This encompasses, but does not limit to, areas such as the fields, stands, restrooms and concession.

4. Continuing Effect of Agreement. All provisions of the Existing Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Existing Agreement, it shall mean the Existing Agreement as amended by this Amendment No. 1.

5. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

6. Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

CITY OF ATWATER	**ATWATER BOMBERS**
Approved By:	*Approved By:*
_____	_____
Christopher Hoem, City Manager	Joseph Shifflett, Atwater Bombers President
_____	_____
Date	Date

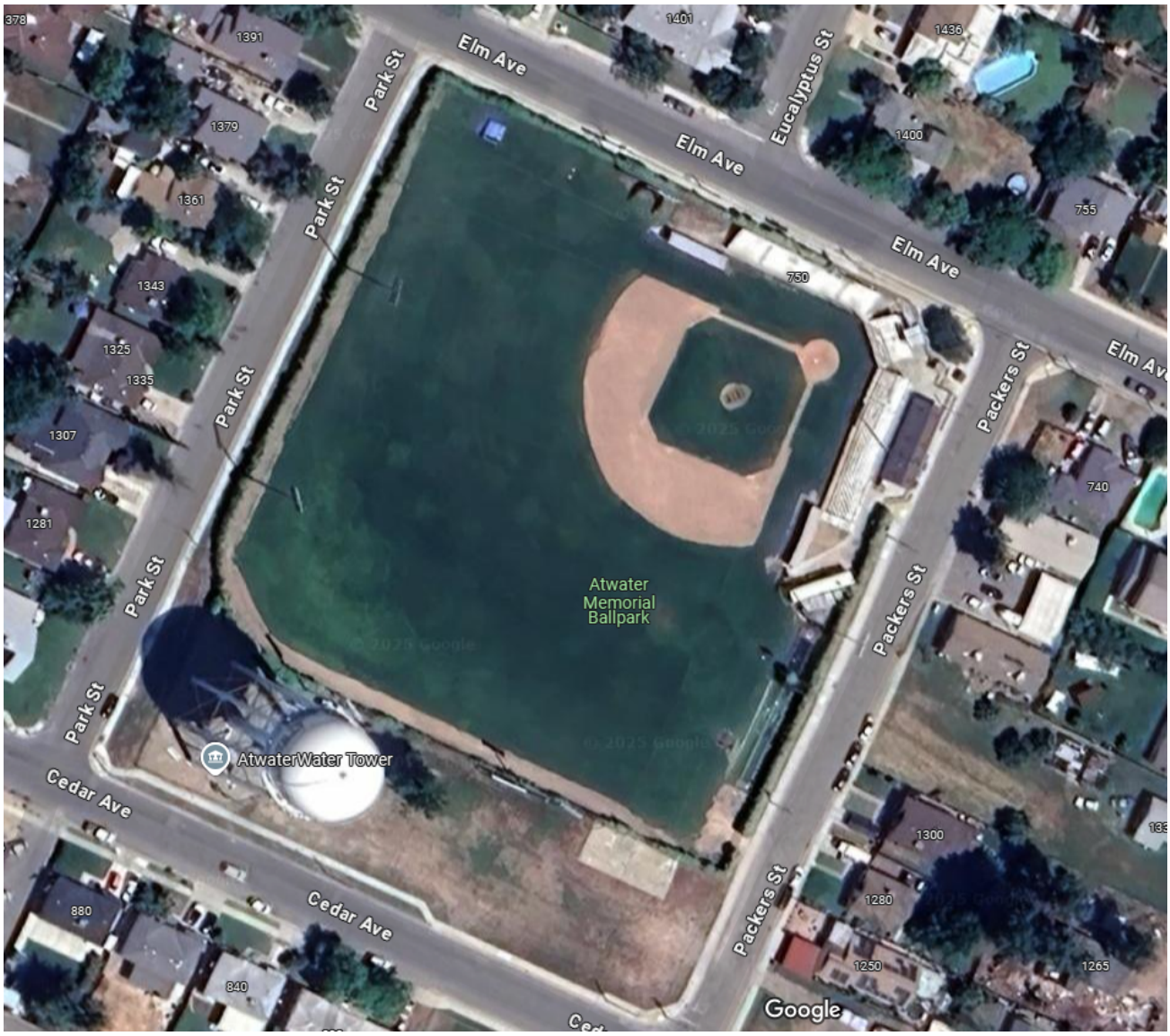
ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

Exhibit B


Elm Ave
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Eucalyptus St
Park St
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Park St
Park St
Packers St
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Packers St
Cedar Ave
Cedar Ave
Atwater Memorial Ballpark
AtwaterWater Tower
1391
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CITY COUNCIL
AGENDA REPORT

MEETING DATE: April 14, 2025
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Approving a General Construction Contract with United Pavement Maintenance, Inc. for Camellia Pavement Replacement** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3521-25 awarding a General Construction Agreement, in a form approved by the City Attorney, to United Pavement Maintenance, Inc. of Hughson, California, for the Camellia Pavement Replacement Project, City Project 25-03, in an amount not to exceed $39,426.66 and authorize construction contract change orders up to an aggregate amount of $3,942.67 (10%); and authorizes and directs the City Manager or his designee to execute all contract documents on behalf of the City.

I. BACKGROUND/ANALYSIS:

Camellia Drive is a street located within the city limits and within the County of Merced. There is approximately 1,250 linear feet of roadway within the city limits and under the maintenance of the City of Atwater. Development along Camellia Drive in the city limits has replaced the asphalt on Camellia Drive along the frontage where the development has taken place. These areas have pavement that is still in good to fair condition.

On the northwest corner of Shaffer and Camellia, there is an undeveloped lot that as of now has no plans for development, so there are no plans for the roadway to be replaced by any project located on that parcel. The road has deteriorated enough that the Public Works Department can no longer just fill in the potholes. Staff is recommending a grind and replacement of the westbound lane from Shaffer Road to approximately 430 feet west on Camellia Drive.

The scope of the work includes

- Grind 4" A/C and compact subgrade (5,850 square feet)
- Apply tack coat to edges of existing A/C
- Pave 4" of A/C and compact (5,850 square feet)

City crews will perform the traffic control for this project.

Staff reached out to three local contractors to request proposals for the work listed above. The Bid Summary (Exhibit A) shows three different bids were received, ranging from $39,426.66 to $89,700.00. Staff has reviewed the bids and determined that the bid submitted by United Pavement Maintenance Inc. of Hughson, California in the amount of $39,426.66 is a responsive and acceptable bid.

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 $43,369.33. This total budget includes the construction contract amount of $39,426.66 for the bid item and a $3,942.67 contingency with the contractor.

Work is anticipated to be completed in less than 3 days and to be completed before the end of April. During the preconstruction meeting with the contractor, staff and the contractor will agree upon dates of when the work will occur and staff will release the dates of construction on social media so that the public is aware of when this section of roadway will be closed due to construction.

II. FISCAL IMPACTS:

There is sufficient funding in SB-1 Road Maintenance and Rehab, Capital Projects, Pavement Repairs, Account No. 1018.1080.Y004.

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--Camellia Pavement Replacement
2. Resolution XXXX-25 Awarding Construction Contract with United Pavement Maintenance Inc
3. United Pavement Maintenance Camellia Pavement Replacement

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT

BID SUMMARY

PROFESSIONAL SERVICES

Bid For: **Camellia Pavement Replacement**

Account # **1018-1080-Y004**

No	Contractor	Bid Total
1	United Pavement Maintenance	$39,426.66
2	Hensley Paving & General Engineering, INC	$41,310.00
3	Rolfe Construction	$89,700.00

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 UNITED PAVEMENT MAINTENANCE, INC. OF HUGHSON, CA FOR CAMELLIA PAVEMENT REPLACEMENT PROJECT

WHEREAS, Camellia Dr is a street located in the City of Atwater and the County of Merced; and

WHEREAS, approximately 430 linear feet of the westbound lane near Shaffer Road is in need of pavement replacement; and

WHEREAS, a 4" grind of the existing pavement and installation of new pavement is recommended; and

WHEREAS, staff reached out to three local contractors to receive bids on the project; and

WHEREAS, The city received three bids for the project with United Pavement Maintenance, Inc. coming in as the lowest responsive and responsible bidder at $39,426.66.

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 United Pavement Maintenance, Inc. of Hughson, CA in an amount not to exceed $39,426.66 and 10% contingency of $3,942.67 for the Camellia Pavement Replacement Project.

The foregoing resolution is hereby adopted this 14th day of April 2025.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

CITY OF ATWATER

CONSTRUCTION CONTRACT

CAMELLIA PAVEMENT REPLACEMENT

1. PARTIES AND DATE.

This Contract is made and entered into this 14th day of April, 2025 by and between the City of Atwater, a public agency of the State of California ("City") and United Pavement Maintenance, a contractor with its principal place of business at 2907 Tully Rd, Hughson, California ("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: Class A or C-12 license.

2.3 Project. City desires to engage Contractor to render such services for the Camellia Pavement Replacement ("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")
- Special Conditions (Exhibit "B")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "C")
- Public Works Contractor Registration Certification (Exhibit "D")
- Payment Bond (Exhibit "E")
- Fleet Compliance Certification. (Exhibit "F")
- 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 "A" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "B" 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 data 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 10 working 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 Exhibit "A" 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 **$39,426.66** ("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 "D" 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 difference 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 "B" 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 "B" 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 "C" 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 the City Manger, 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 our 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:

United Pavement Maintenance, Inc.
PO Box 1017
Hughson, CA 95326

CITY:

City of Atwater
1160 5th Street
Attn: Chris Home, City Manager

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 UNITED PAVEMENT MAINTENANCE

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the 14th day of April, 2025.

City of Atwater

By: _____
Christoper Hoem
City Manager

UNITED PAVEMENT MAINTENANCE

By: _____

Its: _____

Printed Name:_____

ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

EXHIBIT "A"

SERVICES / SCHEDULE

1. Grind 4" A/C and compact subgrade (5,850SF)
2. Apply tack coat to edges of existing A/C
3. Pave 4" of A/C and compact (5,850SF)
4. City will perform traffic control

EXHIBIT "B"

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 "E" 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 "C"

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.

United Pavement Maintenance

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "D"

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 “E”

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 April 14th, 2025 has awarded to United Pavement Maintenance hereinafter designated as the "Principal," a contract for the work described as follows:

Camellia Pavement Replacement (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 April 14th, 2025 ("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 _____

_____
Surety

(Corporate Seal)

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

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

Exhibit F
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: _____

CITY COUNCIL
AGENDA REPORT

MEETING DATE: April 14, 2025
TO: Mayor and City Council
FROM: Jana Sousa, Human Resources Director
PREPARED BY: Jana Sousa, Human Resources Director
SUBJECT: **Approving and Ratifying a Side Letter Agreement Between the City of Atwater and Atwater Miscellaneous Employees Unit American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, Regarding Terms and Conditions of Employment Relating to Article 8 (Major Fringe Benefits), Section 8.4 (Holidays) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City** (Human Resources Director Sousa)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3522-25 Approving and Ratifying a Side Letter Agreement Between the City of Atwater and Atwater Miscellaneous Employees Unit, American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, Regarding Terms and Conditions of Employment Relating to Article 8 (Major Fringe Benefits), Section 8.4 (Holidays) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City.

I. BACKGROUND/ANALYSIS:

The City of Atwater ("City") and the Atwater Miscellaneous Employees Unit, AFSCME, Local 2703, Council 57, entered into its most recent Memorandum of Understanding (MOU) with an effective date of July 1, 2022. The term of the current MOU expires on June 30, 2027.

The AFSCME Miscellaneous Unit approached the City with a request to re-open the current MOU per Article 22 (Term of Agreement). The City's negotiating team and the AFSCME Miscellaneous Unit met and conferred in good faith. A tentative agreement was reached between the two parties pertaining to employees who work on a City observed holiday. As such, a request has been made to amend Article 8 (Major Fringe Benefits), Section 8.4 (Holidays) by adding new language to allow for the accumulation of floating holiday hours for actual hours worked on a City observed holiday.

The proposed side letter includes language changes to Article 8, Section 8.4 of the current MOU which are outlined in Exhibit A. All proposed changes are outlined in track changes.

II. FISCAL IMPACTS:

Fiscal impact will vary based on the need for employees to work on a City observed holiday. 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:

N/A

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

The Human Resources Director has coordinated with the City Manager's Office to present this item to the City Council for action.

VII. PUBLIC PARTICIPATION:

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

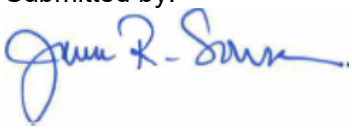
VIII. ENVIRONMENTAL REVIEW:

This item is not a "project" under the California Environmental Quality Act (CEQA) as employment agreements would not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

IX. STEPS FOLLOWING APPROVAL:

Upon approval of the side letter agreement, staff will route the agreement for signatures and begin the implementation process.

Submitted by:



Jana Sousa, Human Resources Director

Approved by:

Chris Hoem, City Manager

Attachments:

1. Resolution No. ____ Approving and Ratifying Side Letter Agreement with AFSCME Relating to Misc Unit MOU Section 8.4 Holidays

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AND RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF ATWATER AND THE ATWATER MISCELLANEOUS EMPLOYEES UNIT, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 2703, COUNCIL 57, REGARDING TERMS AND CONDITIONS OF EMPLOYMENT RELATING TO ARTICLE 8 (MAJOR FRINGE BENEFITS), SECTION 8.4 (HOLIDAYS) OF THE CURRENT MEMORANDUM OF UNDERSTANDING (MOU) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the American Federation of State, County, and Municipal Employees ("AFSCME") represents certain employee classifications in the City of Atwater ("City") assigned to the Miscellaneous Unit; and

WHEREAS, the terms of the current Memorandum of Understanding ("MOU") between the City and AFSCME expire on June 30, 2027; and

WHEREAS, City representatives have in good faith met and conferred with representatives of the AFSCME bargaining unit regarding certain terms and conditions of employment and have reached an agreement relating to employees who work on City observed holidays; and

WHEREAS, the City has received notification from AFSCME that the Miscellaneous Unit is in agreement with ratification of the attached Side Letter Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby approve and ratify the AFSCME Side Letter "Exhibit A" attached hereto and made a part herein.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to make revisions, corrections, or alterations to the text of the Agreement described in "Exhibit A" to correct typographical errors so long as it does not substantially change content.

The foregoing resolution is hereby adopted this 14th day of April 2025.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

SIDE LETTER AGREEMENT BETWEEN THE CITY OF ATWATER ("CITY") AND ATWATER MISCELLANEOUS EMPLOYEES UNIT AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 2703, COUNCIL 57, PERTAINING TO CERTAIN TERMS AND CONDITIONS OF EMPLOYMENT

The City and AFSCME have reached an agreement concerning certain matters pertaining to terms and conditions of employment relating to Holidays covered under Section 8.4 of the current Memorandum of Understanding (MOU) expiring June 30, 2027. Unless otherwise specified in this agreement, these terms and conditions shall be effective April 14, 2025, and integrated into the existing MOU as follows:

Section 8.4: Holidays

A. General Rules

1. Regular Full-Time employees and Reduced Hour Employees who are scheduled to work a minimum of thirty (30) hours per week as set forth on their Personnel Action Form shall be paid for holidays as set forth in this Section.
2. A holiday falling within a vacation period shall not constitute a vacation day.
3. A holiday occurring while an employee is on sick leave shall not count against the employee's sick leave credits.
4. When a holiday falls on a Saturday, the holiday shall be observed the previous Friday.
5. When a holiday falls on a Sunday, it will be observed on the following Monday.
4.
5.6. If December 25th and January 1st~~pt~~ fall on a Saturday, they will be observed the previous Friday and December 24th and December 31st will be observed on the previous Thursday. Likewise, if December 25th and January 1st fall on a Sunday, they will be observed the following Monday and December 24th and December 31st will be observed the previous Friday.
6.1. ~~When a holiday falls on a Sunday, it will be observed on the following Monday.~~
7. An employee who works~~scheduled to work~~ on a City observed holiday will be entitled to both: (a) one and one-half (1½) times the employee's base~~normal~~ rate of pay for actual hours worked on the holiday, and (b) an additional accrual of floating holiday hours, on an hour-for-hour basis, equal to the actual hours worked on the holiday. If actual hours worked on the holiday exceed eight (8) hours, the pay at time and one-half and the floating holiday hour accrual will be the only compensation provided. If actual hours worked on the holiday are less than eight (8) hours, the remaining hours needed to reach a total of eight (8) hours for the day will be paid as holiday hours. At no time shall an employee be paid eight (8) hours for the holiday and receive overtime hours or floating holiday hours for any actual hours worked.
7. ~~In addition to compensation received per Section 8.4(A)(7), an employee called back to perform emergency work on a City observed holiday shall receive floating holiday hours equal to the number of hours worked on the City observed holiday, up to a maximum of eight (8) hours per City observed holiday worked.~~
8. Employees who are out of work and are: on no-pay status, an approved leave of absence, receiving Short-Term Disability pursuant to Section 8.7, or are receiving Workers' Compensation benefits pursuant to Section 9.3 are not ~~paid~~ entitled to Holiday pay.

B. City Observed Holidays

~~B. The City observes the following holidays:~~

January 1st (New Year's Day)
Third Monday in January (Martin Luther King~~'s~~ Jr. Day ~~Day~~)
Third Monday of February (President's Day)
Last Monday in May (Memorial Day)
June 19th (Juneteenth National Independence Day)
July 4th (Independence Day)

First Monday in September (Labor Day)
November 11th (Veteran's Day)
Fourth Thursday of November (Thanksgiving Day)
The day after Thanksgiving Day
December 24th (The day before Christmas Day)
December 25th (Christmas Day)
December 31st (The day before New Year's Day)

**Any holiday in the list above that is removed from the list of observed federal holidays shall also automatically be simultaneously removed from the City's Observed Holidays.

C. Floating Holiday Hours:

C. At In the first payroll period following the start of e On each fiscal year (which begins July 1st – June 30th), employees will receive shall be entitled to eight (8) one (1) floating holiday hours, which shall be used by June 30 of the following year. The. Additional floating holiday hours may be earned pursuant to Section 8.4(a)(7) of this MOU. All floating holiday hours are a stand-alone benefit with no cash value and All holiday hours must be used within the same fiscal year they are earned. There re will be no cashout of unused floating holiday hours nor carryover of the unused floating holiday hours from year to year.

[SIGNATURES ON FOLLOWING PAGE]

FOR THE UNION:

_____
Gary Ferraris, Union Representative
AFSCME Local 2703, Council 57, AFL-CIO

_____
Phillip Fierro, Sewer Maintenance Worker II
Miscellaneous Unit Representative

_____
Logan Taylor, Water Systems Pump Operator
Miscellaneous Unit Representative

_____
Michael Lewis, Mechanic II
Miscellaneous Unit Representative

FOR THE CITY:

_____
Christopher Hoem, City Manager
City of Atwater

_____
Jana R. Sousa, Human Resources Director
City of Atwater

_____
Frank Splendorio, City Attorney
City of Atwater

CITY COUNCIL
AGENDA REPORT

MEETING DATE: April 14, 2025
TO: Mayor and City Council
FROM: Richard McEachin, Police Chief
PREPARED BY: Richard McEachin, Police Chief
SUBJECT: **Approving a Budget Amendment and a Memorandum of Understanding between Merced County and the City of Atwater for VIPER analyst** (Police Chief McEachin)

RECOMMENDED COUNCIL ACTION

Motion to adopt Resolution No. 3523-25 approving Budget Amendment No. 11 amending Fiscal Year 2024-25 Budget to allocate funding for a Memorandum of Understanding between Merced County and the City of Atwater for Atwater's portion as a crime analyst in the Merced County Violence Interruption and Prevention Emergency Response (VIPER) Program; and

Motion to adopt Resolution No. 3524-25 to approve a Memorandum of Understanding, in a form approved by the City Attorney, between Merced County and the City of Atwater for Atwater's portion as a crime analyst in the Merced County Violence Interruption and Prevention Emergency Response (VIPER) Program, in an amount not to exceed $34,000 annually; and authorizes and directs the City Manager to execute all contract documents on behalf of the City; or

Motion to adopt staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

The VIPER program was established in 2016 and became operational in 2017. The mission of the VIPER program is to produce accurate and timely information regarding criminal activity, prioritizing crimes of violence, to law enforcement agencies throughout Merced County. The Atwater Police Department has had a working relationship with the VIPER program for many years. This is the first year that the program has requested funding from the individual participating cities (Atwater, Merced, Los Banos, and Livingston) in order to continue to provide the services of a full-time analyst dedicated to the program. Each agency's annual contribution was formulated based on population (Atwater $34,000, Los Banos $50,000, Merced $75,000, and Livingston $8,000). The Memorandum of Understanding covers fiscal years 2024/25 through 2026/27.

II. FISCAL IMPACTS:

Sufficient funding for this MOU will be available upon approval of Budget Amendment No.11 in the General Fund, Police Department-Administration, Professional Services FY 2024-25; Account No. 0001.2020.3030.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

The item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

This item has been reviewed by necessary departments.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

Finance Department

VII. PUBLIC PARTICIPATION:

The public will have the opportunity to speak prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This project/item is exempt under the provisions of the California Environmental Quality Act.

IX. STEPS FOLLOWING APPROVAL:

After approval and adoption, the City Clerk's office will route the MOU and Resolutions for signature.

Submitted by:

Richard McEachin, Police Chief

Approved by:

Chris Hoem, City Manager

Attachments:

1. Resolution No. XXXX-25 Approves Budget Amendment No. X RE VIPER MOU
2. VIPER MEMO RE FUNDING Atwater
3. Resolution Approving an MOU between Merced County and COA VIPER
4. VIPER MOU Final

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. XX AMENDING 2024-2025 FISCAL YEAR BUDGET REGARDING POLICE GENERAL FUND

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: Decreasing budget in Rents and Leases and Increasing budget in Professional Services , Police Department for Fiscal Year 2024-2025

Decreasing (Expense)	0001-2020-3034	Rents and Leases	-$34,000
Increasing (Expense)	0001-2020-3030	Professional Services	$34,000

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 14th day of April 2025.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

MERCED COUNTY
DISTRICT ATTORNEY'S OFFICE

Nicole A. Silveira
District Attorney

To: City of Atwater
Fr: District Attorney Nicole Silveira
Re: Request for VIPER Analyst Funding
Date: December 19, 2023

Analysts have become a very important function in law enforcement and prosecution, and they provide a vital tool for helping public safety agencies respond to, solve, and prosecute crime. At its core, the job of a criminal analyst involves studying patterns and trends in criminal activity and behavior, which can also be used to develop crime prevention programs and educate the community.

In addition to playing a valuable role in helping detectives and investigators solve crimes, analysts can provide data and analysis that can assist agencies with planning, policy and community outreach, such as:

- Locating times and areas where a particular crime or a range of criminal activity is occurring. Identifying these target areas can help law enforcement make informed decisions about allocating department resources and placement of community resources. It can also help raise community awareness on public safety issues.

- Identifying criminal trends and emerging problems to assist with problem solving, evidence-based crime reduction strategies and quality of life issues.

- Providing crucial information about potential criminal activity, officer safety information and intelligence bulletins.

Whether our analysts are assisting law enforcement in identifying suspects and providing specific, immediate crime patterns/trends or whether they are analyzing social, geographic or financial information to help promote informed decision making about policy, planning and community awareness, our analysts make an invaluable contribution to public safety.

550 W. Main Street • Merced, CA 95340 • Telephone (209) 385-7381 • Fax (209) 725-3669 • Victim Witness Telephone (209) 385-7385
445 I Street • Los Banos, CA 95635 • Telephone (209) 710-6070 • Fax (209) 724-4066

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN MERCED COUNTY AND THE CITY OF ATWATER FOR ATWATER'S PORTION AS A CRIME ANALYST IN THE MERCED COUNTY VIOLENCE INTERRUPTION AND PREVENTION EMERGENCY RESPONSE (VIPER) PROGRAM

WHEREAS, the City of Atwater has had a long standing partnership with the Merced County Violence Interruption and Prevention Emergency Response (VIPER) Program to provide intelligence assistance in investigating major crimes; and

WHEREAS, the Proposed Memorandum of Understanding outlines the terms of cooperation and mutual obligations between the City of Atwater and the Merced County VIPER program; and

WHEREAS, the City Council finds it in the best interest of the public to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater, California, hereby approves a Memorandum of Understanding, in a form approved by the City Attorney, between Merced County and the City of Atwater for Atwater's portion as a crime analyst in the Merced County Violence Interruption and Prevention Emergency Response (VIPER) Program, in an amount not to exceed $34,000 annually; and authorizes and directs the City Manager to execute all contract documents on behalf of the City, attached as Exhibit A. The City Clerk shall maintain a copy of the fully executed MOU in the City's records.

The foregoing resolution is hereby adopted this 14th day of April 2025.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

MEMORANDUM OF UNDERSTANDING
FOR MERCED COUNTY'S
VIOLENCE INTERRUPTION AND PREVENTION
EMERGENCY RESPONSE (VIPER) TEAM

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), on behalf of its District Attorney's Office, and law enforcement agencies responsible for providing law enforcement support to Merced County.

INTRODUCTION

This Memorandum of Understanding is entered into for the purpose of facilitating the transfer of funds between the Merced County District Attorney's Office and governmental entities participating in the operation of the Merced County Violence Interruption and Prevention Emergency Response Program (VIPER). This Agreement shall be effective Fiscal Year 2024-2025 through Fiscal Year 2026-2027.

PURPOSE

In 2016, looking for outside sources of revenue to combat escalating violence, The District Attorney's Office drafted a proposal for state funding to create an intelligence unit within the District Attorney's Office. Based on previous multi agency gang investigations in Merced County, law enforcement leaders had concluded that an essential part of a successful gang interdiction strategy was state of the art intelligence analysis. Assemblyman Adam Gray agreed to pursue the necessary funds through the state budget process. Assemblyman Gray succeeded in obtaining $4.5 million for a three-year Merced County pilot project nicknamed VIPER (Violence Interruption and Prevention Emergency Response).

In 2017, the VIPER program became operational. VIPER has continued to assist law enforcement with their efforts to reduce violent crime.

The continued purpose of the VIPER program is to assist local law enforcement and the Merced Area Gang and Narcotic Enforcement Team (MAGNET) in their efforts to curtail current criminal activity to reduce violence and increase quality of life in the community.

MISSION OF THE VIPER PROGRAM

The mission of the VIPER program is to produce accurate and timely information regarding criminal activity, prioritizing crimes of violence, to law enforcement agencies throughout the county. VIPER is also committed to providing insight as to where resources can be deployed to curtail at-risk offenders from engaging in criminal activity.

GOALS

The goal of the VIPER program is to use Criminal Intelligence Analysts to acquire, analyze and disseminate accurate information on criminal activity, especially violent crime, to all law enforcement agencies in Merced County.

PARTICIPATING AGENCIES

The participating agencies are as follows:

AGENCY	CONTACT PERSON
Merced County District Attorney	Nicole A. Silveira
Merced County Sheriff	Vernon H. Warnke
Merced County Probation Department	Christopher Henn
Merced Police Department	Steven Stanfield
Atwater Police Department	Michael Salvador
Livingston Police Department	John Ramirez
Los Banos Police Department	Ray Reyna
California Department of Justice - Bureau of Investigations	Rachel Capello

MANAGEMENT AND SUPERVISION

The management and supervision of VIPER's operations and resources will be the responsibility of the District Attorney's Office. Criminal Information Analysts assigned to VIPER will be under the supervision of the District Attorney's Chief Investigator and Supervising Investigator.

REIMBURSEMENT OF COSTS

The Fiduciary Facilitator for the funds will be the Merced County District Attorney's Office. All transfer of funds between the Merced County District Attorney's Office and the participating agencies shall be in furtherance of the objectives of the VIPER program.

Operational Costs:

Personnel will be housed in leased facilities at a confidential location. MAGNET is co-located at this facility. MAGNET is responsible for payment of the lease and maintenance for the facilities. The fiduciary for MAGNET is the Merced County Sheriff's Office. The business and mailing address for VIPER is that of the Merced County District Attorney's Office at 550 W. Main Street, Merced, CA 95340.

The District Attorney's Office is responsible for payment of all other costs associated the operations of VIPER, and may include communications, computer and forensic equipment, network connectivity, office supplies and other investigation costs as necessary.

Investigation costs incurred by participating agencies for VIPER activity may be reimbursed on a pre-approval basis. All requests for reimbursement will be submitted to the Merced County District Attorney's Chief Investigator for initial review and approval. The requests shall include itemized invoices containing details of the expenditure and/or detail of the labor cost (number of hours, cost per hour, cases in which hours are attributable). Once the Chief Investigator has approved the request, the reimbursement request shall be forwarded to the District Attorney and the Merced County District Attorney's Office fiscal administrator for final review and approval.

In addition to the invoices submitted for payment, participating agencies must complete and submit Form W-9, "A Request for Taxpayer Identification Number and Certification" (www.irs.gov/pub/irs-pdf/fw9.pdf).

If the request for reimbursement does not comply with this MOU or there are not sufficient funds to make the reimbursement, the Merced County District Attorney's Office will not approve the reimbursement and the burden of the cost will be at the expense of the participating agency.

Upon approval by the Merced County District Attorney's Office, the requests for reimbursement shall be paid within thirty (30) days following receipt of a proper request.

Personnel Costs:

Analysts will provide participating agencies criminal analytical support for investigations. The VIPER program will be fully staffed with five (5) analyst positions all housed together at the MAGNET location, funded as follows:

- The Merced County District Attorney will continue to fund one (1) full-time analyst position with the remaining balance of state funding received for the VIPER project.
- The Merced County District Attorney agrees to fund one (1) full-time analyst position.
- The Probation Department agrees to fund one (1) full-time analyst position.
- The Merced Sheriff's Office agrees to fund one (1) full-time analyst position.

The following agencies agree to commit to the following funding to support one (1) full-time analyst position, total estimated annual cost $167,000:

- Atwater Police Department - $34,000.00: The Atwater Police Department shall pay to the Merced County District Attorney's Office, on an annual basis, the sum of Thirty-Four Thousand Dollars and No Cents ($34,000.00), which shall represent payment to the Merced County District Attorney's Office in full for the Atwater Police Department's share of the annual support of one full-time analyst position assigned to VIPER. The payment shall be a single lump sum payment made annually on or before the 30th of _____, commencing _____ 30, 2024.

- Los Banos Police Department - $50,000.00: The Los Banos Police Department shall pay to the Merced County District Attorney's Office, on an annual basis, the sum of Fifty Thousand Dollars and No Cents ($50,000.00), which shall represent payment to the Merced County District Attorney's Office in full for the Los Banos Police Department's share of the annual support of one full-time analyst position assigned to VIPER. The payment shall be a single lump sum payment made annually on or before the 30th of _____, commencing _____ 30, 2024.

- Merced Police Department - $75,000.00: The Merced Police Department shall pay to the Merced County District Attorney's Office, on an annual basis, the sum of Seventy-Five Thousand Dollars and No Cents ($75,000.00), which shall represent payment to the Merced County District Attorney's Office in full for the Merced Police Department's share of the annual support of one full-time analyst position assigned to VIPER. The payment shall be a single lump sum payment made annually on or before the 30th of _____, commencing _____ 30, 2024.

- Livingston Police Department - $8,000.00: The Livingston Police Department shall pay to the Merced County District Attorney's Office, on an annual basis, the sum of Eight Thousand Dollars and No Cents ($8,000.00), which shall represent payment to the Merced County District Attorney's Office in full for the Livingston Police Department's share of the annual support of one full-time analyst position assigned to VIPER. The payment shall be a single lump sum payment made annually on or before the 30th of _____, commencing _____ 30, 2024.

CONDITIONS

Participating agencies have agreed to indemnify and hold harmless, the County of Merced, its Board of Supervisors, officers, employees, agents, and assigns from and against any and all claims, demands, liability, judgements, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind of nature, at any time arising out of or in any way connected with the performance of this MOU, whether in tort, contract or otherwise. This shall include, but not limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of the participating agencies.

Participating agencies' liability for indemnity under this MOU shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the agency, its agents, sub-contractors and employees. This shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the County of Merced. This duty shall arise at the first claim or allegation of liability against County. Participating agencies will on request and at their expense defend any action, suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

REVISIONS

The terms of this MOU may be amended during the term of the agreement. The District Attorney's Office will notify in writing all parties to the MOU of any changes thirty (30) days before the change becomes effective. Any party choosing to withdraw from the MOU shall notify the District Attorney in writing.

CONTACTS

The MOU contacts and their respective contact information for this MOU are:

Name and Title	**Contact Information**
Nicole A. Silveira District Attorney	Merced County District Attorney 550 W. Main Street Merced, CA 95340 (209) 385-7381 Nicole.Silveira@countyofmerced.com
Vernon H. Warnke Sheriff-Coroner	Merced County Sheriff's Department 700 W. 22nd Street Merced, CA 95340 (209) 385-7451 Vern.Warnke@countyofmerced.com
Christopher Henn Chief Probation Officer	Merced County Probation Department 1880 Wardrobe Ave Merced, CA 95341 (209) 385-7569 Christopher.Henn@countyofmerced.com
Steven Stanfield Chief of Police	Merced Police Department 611 W. 22nd Street Merced, CA 95340 (209) 385-8883 stanfields@cityofmerced.org
Michael Salvador Chief of Police	Atwater Police Department 750 Bellevue Road Atwater, CA 95301

	(209) 357-6388 msalvador@atwater.org
John Ramirez Interim Chief of Police	Livingston Police Department 1446 “C” Street Livingston, CA 95334 (209) 394-5577 jramirez@livingstonpd.org
Ray Reyna Chief of Police	Los Banos Police Department 945 Fifth Street Los Banos, CA 93635 (209) 827-7070, Ext. 116 Rey.Reyna@losbanos.org
Rachel Capello Special Agent in Charge	California Department of Justice Bureau of Investigations 1735 “E” Street Fresno, CA 93706 (559) 457-5003 Rachel.Capello@doj.ca.gov

Signature page to follow

We, the undersigned, as authorized representatives of the participating agencies, do hereby approve this MOU.

By_____ Date_____
Forrest Hansen, Merced County Counsel

By_____ Date_____
MERCED COUNTY DISTRICT ATTORNEY

By_____ Date_____
MERCED COUNTY SHERIFF

By_____ Date_____
MERCED COUNTY CHIEF PROBATION OFFICER

By_____ Date_____
MERCED CHIEF OF POLICE

By_____ Date_____
ATWATER CHIEF OF POLICE

By_____ Date_____
LIVINGSTON CHIEF OF POLICE

By_____ Date_____
LOS BANOS CHIEF OF POLICE

By_____ Date_____
SPECIAL AGENT IN CHARGE, BUREAU OF
INVESTIGATIONS, FRESNO OFFICE

CITY COUNCIL
AGENDA REPORT

MEETING DATE: April 14, 2025
TO: Mayor and City Council
FROM: Richard McEachin, Police Chief
PREPARED BY: Richard McEachin, Police Chief
SUBJECT: **Approving Budget Amendment for the purchase of the Axon Camera System regarding the Police Department Interview Room** (Police Chief McEachin)

RECOMMENDED COUNCIL ACTION

Adopting Resolution No. 3525-25 approving Budget Amendment No. 12 amending the Fiscal Year 2024-25 budget for the purchase of the Axon camera system in the amount of $38,935.02, to be installed in the interview room at the Atwater Police Department.

I. BACKGROUND/ANALYSIS:

The Atwater Police Department investigates a multitude of crimes ranging from low-level infractions to serious felonies. In the process of investigating crimes, especially serious felony crimes, investigators interview suspects, victims, and witnesses to obtain valuable information for these investigations. These interviews are recorded for eventual review by the prosecution in an effort to determine whether to proceed with criminal proceedings. When not conducted in the field, interviews generally take place in the Atwater Police Department interview room. Currently, there are cameras in the interview room, but they do not upload onto the same platform as the department's body-worn cameras and in-vehicle dash cameras, which are manufactured by Axon. The existing cameras are not always user-friendly when trying to review them, frequently freezing and causing the system to have to be restarted.

II. FISCAL IMPACTS:

The cost of the Axon Interview Room camera system is $38,935.02. This includes hardware, software, installation, and a 5-year warranty.

Sufficient funding for this project will be available upon approval of Budget Amendment No.12 in the General Fund, Police Department-Administration, Professional Services FY 2024-25; 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.

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 item has been reviewed by all necessary departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to speak 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:

If approved, staff will sign the quote and return it to Axon Enterprise, Inc. Equipment is expected to be received in May, with installation in June.

Submitted by:

Richard McEachin, Police Chief

Approved by:

Chris Hoem, City Manager

Attachments:

1. Axon Interview Room camera quote
2. Resolution No. XXXX-25 Approves Budget Amendment No. X RE Axon Interview

Room cameras

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-672126-45740.751AS

Issued: 03/24/2025

Quote Expiration: 04/30/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 113455

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Atwater Police Dept. - CA 750 Bellevue Rd Atwater, CA 95301-2859 USA	Atwater Police Dept. - CA 750 Bellevue Rd Atwater CA 95301-2859 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Richard McEachin Phone: 209-357-6384 Email: rmceachin@atwater.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$37,632.60
ESTIMATED TOTAL W/ TAX	$38,935.02

Discount Summary

Average Savings Per Year	$910.32
TOTAL SAVINGS	$4,551.60

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	$7,526.52	$260.49	$7,787.01
Jun 2026	$7,526.52	$260.49	$7,787.01
Jun 2027	$7,526.52	$260.49	$7,787.01
Jun 2028	$7,526.52	$260.49	$7,787.01
Jun 2029	$7,526.52	$260.46	$7,786.98
Total	**$37,632.60**	**$1,302.42**	**$38,935.02**

Quote Unbundled Price:	**$42,184.20**
Quote List Price:	**$37,632.60**
Quote Subtotal:	**$37,632.60**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR2CA	Interview Room 2 Camera Standard	1	60	$703.07	$627.21	$627.21	$37,632.60	$1,302.42	$38,935.02
Total							**$37,632.60**	**$1,302.42**	**$38,935.02**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Interview Room 2 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	1	06/01/2025
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	1	06/01/2025
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	1	06/01/2025
Interview Room 2 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	1	06/01/2025
Interview Room 2 Camera Standard	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	1	06/01/2025
Interview Room 2 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	06/01/2025
Interview Room 2 Camera Standard	50298	AXON INTERVIEW - CAMERA - OVERT DOME	1	1	06/01/2025
Interview Room 2 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	1	06/01/2025
Interview Room 2 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	1	06/01/2025
Interview Room 2 Camera Standard	74116	AXON INTERVIEW - COVERT ENCLOSURE	1	1	06/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	07/01/2025	06/30/2030
Interview Room 2 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	07/01/2025	06/30/2030
Interview Room 2 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	07/01/2025	06/30/2030
Interview Room 2 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	07/01/2025	06/30/2030
Interview Room 2 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	07/01/2025	06/30/2030
Interview Room 2 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	07/01/2025	06/30/2030

Services

Bundle	Item	Description	QTY
Interview Room 2 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	750 Bellevue Rd	Atwater	CA	95301-2859	USA

Payment Details

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	IR2CA	Interview Room 2 Camera Standard	1	$7,526.52	$260.49	$7,787.01
Total				**$7,526.52**	**$260.49**	**$7,787.01**

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	IR2CA	Interview Room 2 Camera Standard	1	$7,526.52	$260.49	$7,787.01
Total				**$7,526.52**	**$260.49**	**$7,787.01**

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	IR2CA	Interview Room 2 Camera Standard	1	$7,526.52	$260.49	$7,787.01
Total				**$7,526.52**	**$260.49**	**$7,787.01**

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	IR2CA	Interview Room 2 Camera Standard	1	$7,526.52	$260.49	$7,787.01
Total				**$7,526.52**	**$260.49**	**$7,787.01**

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	IR2CA	Interview Room 2 Camera Standard	1	$7,526.52	$260.46	$7,786.98
Total				**$7,526.52**	**$260.46**	**$7,786.98**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/24/2025

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. xxxx-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING THE PURCHASE OF INTERVIEW ROOM CAMERAS FROM AXON ENTERPRISE, INC.

WHEREAS, the City of Atwater Police Department investigates a multitude of crimes ranging from low-level infractions to serious felonies; and

WHEREAS, in the process of investigating crimes, especially serious felony crimes, investigators interview suspects, victims, and witnesses to obtain valuable information for these investigations; and

WHEREAS, these interviews are recorded for eventual review by the prosecution in an effort to determine whether to proceed with criminal proceedings; and

WHEREAS, Axon Enterprise, Inc. manufactures an interview camera system that can be uploaded onto the same platform as body-worn cameras and in-vehicle dash cameras, thus allowing for a streamlined evidentiary storage of all video recordings that can be accessed by the prosecution in one place, the City Council finds it in the best interest of the public to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater, California, as follows:
The City Council hereby approves the purchase of the Axon Interview Camera system, as outlined in the quote attached as Exhibit A.

The foregoing resolution is hereby adopted this 14th day of April, 2025.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____

KORY BILLINGS, CITY CLERK

CITY COUNCIL
AGENDA REPORT

MEETING DATE: April 14, 2025
TO: Mayor and City Council
FROM: Christopher Hoem, City Manager
PREPARED BY: Michael Hayes, Justin Vinson, Public Works Director
SUBJECT: **Approving an Amendment to the Design Services Agreement with Mark Thomas for the Bellevue Road Realignment/Reconstruction Project** (Chris Hoem)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3526-25 approving an Amendment No. 1 to the Design Services Agreement with Mark Thomas, in a form approved by the City Attorney, in an amount not to exceed $108,534.00 for a total amount of $1,989,352.00 for Engineering Design Services on the Bellevue Road Realignment/Reconstruction Project; and authorizes additional contingency funds at the discretion of the City Manager in an amount not to exceed $160,648.00 for a total amount of $2,150,000.00; and authorizes and directs the City Manager or his designee to execute all contract documents on behalf of the City.

I. BACKGROUND/ANALYSIS:

On November 12, 2024, the City Council awarded a Design Services Agreement to Mark Thomas Company of Fresno, CA for Engineering Design Services for the Bellevue Road Reconstruction/Realignment Project, which is a multi-jurisdictional priority project of the City of Atwater and County of Merced. At this time, staff was still negotiating the final scope of services and schedule of fees with Mark Thomas and should have requested authorization for the City Manager up to the budgeted amount of $2,150,000, which is the amount of Regional Measure V funding awarded and budgeted for this phase of the project, as approved by City Council on April 22, 2024.

The proposed Amendment No. 1 reflects the final negotiated contract between the City and Mark Thomas, including the scope of services, project schedule, and schedule of fees. Authorization for contingency funds is requested in the case that optional scope of work tasks are required, such as additional site assessments or records of survey, or for incidental additional costs due to unforeseen circumstances. Optional scope of work tasks identified as part of the City's negotiations are currently estimated at $108,649.00. The need for these optional services can only be determined after completion of certain of the initial scope of work items. Staff considers that identifying these tasks as optional

additions to the contract scope of work is a prudent way to manage costs for services that may not be required and the requirement for which can only be determined after work begins. Additionally, staff negotiated for some contract items to be completed on a fixed fee basis where the specific requirements can be clearly defined prior to commencement of work and are unlikely to be changed by any unknown existing conditions discovered during site investigations and assessments. Other tasks will be completed on a time and materials not to exceed basis, making the potential recovery of unearned budget possible if consultant efforts to complete these tasks are less than the not-to-exceed contract amount. Any amounts that remain unspent at the completion of this phase of the project would remain in the Measure V East Side Regional Projects funding account and could be available for future phases of the project, such as right-of-way acquisition and construction.

II. FISCAL IMPACTS:

Under Measure V Regional Project Funding Agreement No. 20240327SG between MCAG and the City of Atwater, approved by City Council on April 22, 2024, $2,150,000.00 has been programmed from the Measure V Regional Fund (0010-1080-V017) for the Preliminary Engineering phase of the Project.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

This project is consistent with General Plan Goal CIRC-4 “Creation of new entrances into Atwater north of the Applegate interchange,” and General Plan Policy CIRC-1.4 “Develop the City’s roadway system in conformance with the planned roadway system shown on the Circulation Plan (Figure 3-7) and the City’s adopted cross section standards.”

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This project has been routed to the appropriate departments for review.

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

The City Council adopted Resolution 3483-24 on August 26, 2024 adopting an Initial Study and Mitigated Negative Declaration (IS/MND) for the Bellevue Road Reconstruction/Realignment Project. The required Notice of Determination (NOD) was subsequently filed with the Office of Planning and Research, where it was posted on

August 29, 2024.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, City Council will direct the City Manager or his designee to execute the Amendment to the Design Services Agreement with Mark Thomas.

Approved and submitted by:

Chris Hoem, City Manager

Attachments:

1. XXXX-25 Mark Thomas Company Amendment No. 1 Bellevue Road Realignment Project
2. Mark Thomas 4-12-25 First Amendment Design Services Agreement Bellevue Realignment

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH MARK THOMAS & COMPANY OF FRESNO, CA FOR ENGINEERING DESIGN INCLUDING PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE BELLEVUE ROAD REALIGNMENT AND RECONSTRUCTION PROJECT

WHEREAS, Measure V is a county-wide, half-cent Transportation Sales Tax Measure approved by Merced County voters in November 2016, under which MCAG is authorized to administer the proceeds, and;

WHEREAS, The City Council adopted Resolution 3483-24 on August 26, 2024 adopting an Initial Study and Mitigated Negative Declaration (IS/MND) for the Bellevue Road Reconstruction/Realignment Project. The required Notice of Determination (NOD) was subsequently filed with the Office of Planning and Research, where it was posted on August 29, 2024; and

WHEREAS, The Amendment No. 1 reflects the final negotiated contract between the City and Mark Thomas, including the scope of services, project schedule, and schedule of fees. Authorization for contingency funds is requested in the case that optional scope of work tasks are required, such as additional site assessments or records of survey, or for incidental additional costs due to unforeseen circumstances.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Atwater hereby approves Amendment No. 1 to the Design Services Agreement with Mark Thomas, in a form approved by the City Attorney, in an amount not to exceed $108,534.00 for a total amount of $1,989,352.00 for Engineering Design Services on the Bellevue Road Realignment/Reconstruction Project; and authorizes additional contingency funds at the discretion of the City Manager in an amount not to exceed $160,648.00 for a total amount of $2,150,000.00; and authorizes and directs the City Manager or his designee to execute all contract documents on behalf of the City.

The foregoing resolution is hereby adopted this 14th day of April 2025.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

AMENDMENT NO. 1
TO THE DESIGN SERVICES AGREEMENT
BETWEEN
CITY OF ATWATER
AND
MARK THOMAS COMPANY

This Amendment No. 1 to the Mark Thomas Company Design Services Agreement ("Amendment No. 1") is made and entered into as of this 14th day of April 2025, by and between City of Atwater ("City") and Mark Thomas Company ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

Recitals

A. Existing Agreement. The Parties have entered into an agreement entitled "Mark Thomas Company Design Services Agreement for the Bellevue Road Realignment Project" dated November 12, 2024 ("Original Agreement") as modified by instrument dated April 14, 2025 entitled "Amendment No. 1" ("Amendment No. 1), both of which are incorporated herein by reference as if fully set forth herein, for the purpose of City retaining Contractor to provide the services described therein.

B. Amendment Purpose. City and Contractor wish to amend the Original Agreement as modified by Amendment No. 1 (collectively, the "Existing Agreement") to Mark Thomas Company Design Services Agreement for the Bellevue Road Realignment Project.

C. Amendment Authority. This Amendment No. 1 is authorized pursuant to the authority of the City Council. Section __ of the Original Agreement.

Amendment

Now therefore, the Parties hereby modify the Existing Agreement as follows:

1. Definitions. All capitalized terms used in this Amendment No. 1 not defined in this Amendment No. 1shall have the same meaning as set forth in the Existing Agreement if defined in the Existing Agreement.

2. Section 3.1 of Original Agreement. Section 3.10 of the Original Agreement is hereby replaced with the following italicized text:

   b. 3.10.1 Designer's Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed the amount of Two Million One Hundred Fifty Thousand Dollars ($2,150,000.00.) This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3. Continuing Effect of Agreement. All provisions of the Existing Agreement remain in full force and effect and are reaffirmed. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Existing Agreement, it shall mean the Existing Agreement as amended by this Amendment No. 1.

4. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

CITY OF ATWATER

Approved By:

_____
Christopher Hoem, City Manager

_____
Date

ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

MARK THOMAS COMPANY

Approved By:

_____
Ed Noriega, Principal

_____
Date

CITY COUNCIL
AGENDA REPORT

MEETING DATE: April 14, 2025
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Approving Specifications and Authorizing Advertising and Calling for Bids for Olive Avenue Overlay Project** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Approves the specifications and authorizing advertising and calling for bids for the Olive Avenue Overlay Project, Project No. 24-07, Bid Call Number 733-25

I. BACKGROUND/ANALYSIS:

All pavements deteriorate with the passage of time and application of traffic loads. The rate of deterioration is based on a complex interaction of many factors including, amount of traffic, pavement structure, materials used in construction, subgrade conditions and localized factors. Over the years, the deterioration of the roadway on Olive Avenue has been caused by a combination of climate and load-related distress. Climate-related distress in particular is due to weathering of asphalt concrete pavement and load-related distress such as rutting and alligator cracking.

In 2018, Dynatest performed a network-level condition survey of the City's pavements and used the Pavement Condition Index (PCI) method in assessing the condition of the City's pavements. The PCI method is a more objective and repeatable method for assessing pavement conditions and is widely used in the industry. The condition assessment of Olive Avenue, between Winton Way and the city limits on Olive Avenue, resulted in a poor and very poor condition. If funding wasn't an issue, staff would recommend a full reconstruction of this section of Olive Avenue due to the poor condition of the roadway, but since the city is limited in funds, especially in its Gas Tax Fund, staff recommends an overlay on Olive Avenue.

The specifications and scope of work included in the overlay of Olive Avenue, between Winton Way and the city limits on Olive Avenue, will consist of

- mobilizing all required resources to complete the work;
- providing temporary traffic control;

- providing erosion, sedimentation, and pollution control;
- removing existing pavement by wedge grind;
- removing existing pavement markers;
- removing existing traffic striping and pavement markings by grinding;
- disposing and/or recycling of all removed and excess materials;
- handling and disposing of any and all hazardous materials;
- repairing and filling existing pavement cracks, potholes, and boils;
- leveling low/depressed areas of existing pavement;
- replacing damaged traffic signal detector loops and lead-in cables;
- raising existing utility covers to finish grade;
- cleaning loose sand, dirt, debris, and other contaminants from existing pavement;
- applying asphalt binder tack coat and sealant;
- installing geosynthetic pavement fabric;
- placing and compacting 1.5” Type A HMA pavement overlay with 1/2" max. aggregate size; and
- replacing thermoplastic traffic striping and pavement markings, and pavement markers.

This is approximately 185,000 square feet of pavement overlay. This will also include approximately 50 feet of overlay on intersecting streets that do not have a valley gutter. See Exhibit-A for a map of the estimated areas included in the Project. The estimated cost of construction is $696,000. The actual construction cost will be determined after bids are received and staff returns to Council with its recommendation about awarding a construction contract.

II. FISCAL IMPACTS:

Sufficient funding for this Call for Bids is available in the Local Transportation Fund, Olive Avenue Reconstruction FY 2024-25; Account No. 1013.1080.X014. 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 Act (CEQA) guidelines, Section 15301, Class 1(c): Operation, repair, maintenance, or minor alteration to existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, staff will advertise the Notice Inviting Bids in a local newspaper, on the City's website, and with one or more regional Builders Exchange. Staff anticipates returning to the City Council with a recommendation to award the General Construction Contract for the project.

Submitted by:

Justin Vinson, Public Works Director

Approved by:

Chris Hoem, City Manager

Attachments:

1. hayes-comments_24-07_Olive Ave-overlay_bid-book_1-of-2
2. hayes-comments_24-07_Olive Ave-overlay_bid-book_2-of-2

PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS

AND

SPECIAL PROVISIONS

for

Olive Avenue Overlay Project

For use in conjunction with the STANDARD SPECIFICATIONS, 2024 Edition, and the STANDARD PLANS, 2024 Edition, of the State of California Department of Transportation, and the LABOR SURCHARGE AND EQUIPMENT RENTAL RATES in effect on the date the work is accomplished.

BID CALL NO.: 733-25 CITY PROJECT NO.: 24-07

BID OPENING: Thursday, May 15, 2025 @ 2:00 P.M. PDT

_____
Chris Hoem
City Manager

_____
Date

BID BOOK 1 OF 2

CITY PROJECT NO. 24-07

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

_____

Michael Hayes, PE

TABLE OF CONTENTS

CITY OF ATWATER

PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS

Bids open Thursday, May 15, 2025 at 2:00 p.m. Pacific DST

Scope of Work:

The Work generally consists of a 1.5-inch pavement overlay located on Olive Ave between Winton Way and the city limits, including approximately 50 lineal feet of conform overlay paving on each intersecting street (unless intersection street has a valley gutter, then conform will stop at valley gutter). Work includes approximately 185,650 square feet of existing surfaced roadway or approximately 5,267 linear centerline feet of roadway, including side street conforms measured to the centerline of Olive Avenue. All roads included in the project are to be paved “current” to Caltrans standard specifications.

The Work is described in more detail in the following paragraphs and shall be performed by the Contractor pursuant to current Caltrans standard specifications.

All materials and construction methods shall conform to Caltrans Standard Specifications and all applicable material and performance standards therein referenced for hot mix asphalt and other bid items for the intended use and application. Material delivery shall conform to the recommended delivery standards and quality control regarding temperature of materials.

The Contractor shall furnish all labor, materials, equipment, tools, incidentals, permits, services, and construction required to complete the Work, which includes:

- mobilizing all required resources to complete the Work;
- providing temporary traffic control;
- providing erosion, sedimentation, and pollution control;
- removing existing pavement by wedge grind;
- removing existing pavement markers;
- removing existing traffic striping and pavement markings by grinding;
- disposing and/or recycling of all removed and excess materials;
- handling and disposing of any and all hazardous materials;
- repairing and filling existing pavement cracks, potholes, and boils;
- leveling low/depressed areas of existing pavement;
- replacing damaged traffic signal detector loops and lead-in cables;
- raising existing utility covers to finish grade;
- cleaning loose sand, dirt, debris, and other contaminants from existing pavement;
- applying asphalt binder tack coat and sealant;
- installing geosynthetic pavement fabric;
- placing and compacting 1.5” Type A HMA pavement overlay with 1/2" max. aggregate size; and
- replacing thermoplastic traffic striping and pavement markings, and pavement markers.

The newly placed asphalt overlay shall tie in smoothly with the existing road surface and shall be applied to improve or correct any existing drainage issues. Contractor shall maintain the integrity of existing curbs, gutters, drainage inlets, culverts, or any drainage apparatus. Apply the “STOP” word marking and a stop bar line at all existing Stop signs, including where none currently exists.

Contractor shall post notice of the project work schedule at all entrances to the Project work area at least one (1) week prior to commencement of any work. “NO PARKING” signs shall be posted at least 72 hours prior to beginning work. Contractor shall arrange for towing of cars, if necessary, in coordination with City.

Traffic through the active construction zones shall not be delayed more than ten (10) minutes. One travel lane shall be maintained in each direction with a minimum width of 10 feet (10'). Temporary traffic markers shall be used where required and removed completely prior to completion of the Work. Trained flaggers shall be used when required. The project work area shall be cleaned daily of all construction debris, leaving the area safe and ready for traffic.

The City will receive sealed bids for the **OLIVE AVENUE OVERLAY PROJECT.**

Project Number: 24-07
Bid Call Number: 733-25

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

CITY OF ATWATER, CALIFORNIA
PUBLIC WORKS DEPARTMENT
BID BOOK
FOR THE CONSTRUCTION OF
OLIVE AVENUE OVERLAY PROJECT

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

The Contractor must have a valid California license of Classification A – General Engineering Contractor, or C-12 – Earthwork and Paving, to perform this work.

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

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

Complete work within **30 working days.**

The estimated cost of construction is **$696,000.**

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

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

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

The City will immediately open and publicly read the bids at the mentioned location after the specified closing time.

Present bidders' inquires in writing to Justin Vinson at the City of Atwater, Public Works Department, 750 Bellevue Road, Atwater, CA 95301; email: jvinson@atwater.org.

Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

Bidders shall provide certification regarding debarment, suspension, ineligibility and voluntary exclusion. The General Services Administration System for Award Management (SAM) provides a complete, current list of all individuals and firms who are excluded or disqualified from covered transactions by the Federal Government. Visit https://sam.gov/content/exclusions for more information.

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

City of Atwater

_____

Justin Vinson
Public Works Director

CITY OF ATWATER

PUBLIC WORKS DEPARTMENT

* * * * * *

OLIVE AVENUE OVERLAY PROJECT

Project Number: 24-07

COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	10,430
6	REPAIR EXISTING AC PAVEMENT	SF	185,650
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1
8	1.5” TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	185,650
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

UNITS OF MEASURE
LS = LUMP SUM
LF = LINEAL FEET
SF = SQUARE FEET

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT

****

SPECIAL PROVISIONS

OLIVE AVENUE OVERLAY PROJECT

ORGANIZATION

This section includes proposed additions, amendments, removals, and revisions to the *Standard Specifications* that are specific to this Contract. They are to be considered a part of the Construction Documents and Project Specifications.

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

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

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

^^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.07B:

Contract Documents: *Notice to Bidders and Special Provisions*, *Bid Book, Caltrans Standard Specifications, Project Specifications, Caltrans Standard Plans, Project Plans,* and *Contract*.

Office Engineer: City Engineer

Replace the following definitions in section 1-1.07B:

Department/Department of Transportation: City of Atwater

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

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

Engineer: City Engineer

Specifications: Standard specifications, Special Provisions, and Project Specifications

1. Standard Specifications: Specifications standard to Department construction projects. These specifications are in a book titled Standard Specifications. (Also be referred to as “State Specifications”). The 2024 edition of the Standard Specifications shall apply to this contract.
2. Special Provisions: Proposed amendments, deletions, or additions to the Standard Specifications, included as part of the Bid Book.
3. Project Specifications: Specifications specific to this Project, included as part of the Bid Book.

State: City of Atwater

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

Caltrans

Replace section 1-1.12 with:

Make checks and bonds payable to the City of Atwater.

2 BIDDING

Replace section 2-1.06A with:

2-1.06A General

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

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

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

The *Notice to Bidders and Special Provisions* includes the Notice to Bidders and Special Provisions, to be used together with the Standard Specifications and the Standard Plans.

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

A Non-Collusion Affidavit is included in the Bid Book (Public Contract Code § 7106). Signing the bid also constitutes signature of the Non-Collusion Affidavit.

Add to section 2-1.07:

Examine all of the various parts of these Documents if contemplating the submission of a bid, and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing, by **Friday, May 2, 2025, at 5:00 p.m**. Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. **Addenda will be issued by Wednesday, May 7, 2025 at 5:00 pm**. The City is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to:

Justin Vinson
City of Atwater
Public Works Department
750 Bellevue Road
Atwater, California 95301
Email: jvinson@atwater.org

Replace section 2-1.08 with:

Section 2-1.08 BID ITEM DESCRIPTIONS

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

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

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

Bid Item 1 - Mobilization

This is a lump sum bid item for preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, tools, supplies, and incidentals to the project site; for the establishment of all Contractor's offices, buildings, and other facilities necessary for work on the project; for obtaining permits, bonds, and insurance; and for all other work, operations, and overhead that must be performed and/or costs incurred prior to beginning work on the various contact items on the project site. This item also includes demobilization, including removal of all personnel, equipment, tools, supplies, and incidentals from the project at the end of construction, including final cleanup of the project work area. Payment shall be Progress Payment per Section 9-1.16A and Section 9-1.16D. Payment for mobilization shall be made with the first pay estimate and shall not exceed 80% of the bid amount. Payment for demobilization shall be made with the last (final) pay estimate and shall not exceed 20% of the bid amount.

Bid Item 2 – Temporary Traffic Control

This is a lump sum bid item for all costs for preparing and furnishing temporary traffic control plans in accordance with latest edition of Part 6 "Temporary Traffic Control" of the California Manual of Uniform traffic Control Devices (CA MUTCD), and for furnishing and installing all materials, labor, and equipment necessary to provide traffic regulation in public streets and public alleys and traffic control/access to private properties during construction in accordance with Sections 7-1.03 and 7-1.04 and the special provisions and these Contract Documents. Payment for traffic control/regulation shall be made on a lump sum basis, and no additional payment will be made therefor. Payments shall be prorated over the term of the construction project.

Bid Item 3 – Erosion, Sedimentation, and Pollution Control

This is a lump sum bid item for all costs for preparing and furnishing the project Water Pollution Control Program (WPCP) and for furnishing and installing all materials, labor, tools, equipment, and incidentals necessary for compliance with the provisions of the project WPCP in accordance with Section 13 and the special provisions. Payment for this item shall be made on a lump sum basis, and no additional payment will be made therefor. Payments shall be prorated over the term of the construction project. Initial payment shall include the cost for preparing and furnishing the project WPCP.

Bid Item 4 –Remove Existing Traffic Striping and Pavement Markings

This is a lump sum bid item for all costs for removal and disposal of existing traffic striping, pavement markings, and pavement markers complete within the project work area. This item will include costs for preparation of a Lead Compliance Plan per Section 7-1.02K(6)(j)(ii) Lead Compliance Plan and for testing and disposal of hazardous waste due to lead and/or metals concentrations in existing traffic striping, pavement markings, and pavement markers. Removal of traffic striping and pavement markings shall be by grinding. Payment for this item shall be made on a lump sum basis and no additional payment shall be due therefor.

Bid Item 5 – Remove Existing AC Pavement (Wedge Grind)

This is a unit price bid item for cold planning a wedge grind per Section 39-3.04 at all perimeters of the project work area to provide for a smooth transition of the pavement overlay to meet and match the existing elevations of existing curbs, gutters, and pavements at the edges of the work. The wedge grind shall be one and one quarter inches (1.25") deep adjoining existing gutters and one and one half inches (1.5") deep at the outer perimeter of all other locations and shall taper over a width of 42 inches (42") where parallel to travelled ways and over a width of ten feet (10') where transverse to travelled ways to match existing pavement elevations of the roadways. This item includes the removal and disposal/recycling of existing asphalt pavement as shown in the plans and described in the specifications and scope of work per all applicable sections of the standard specifications and special provisions. This items shall be bid per the units and quantities shown and shall conform to all applicable portions of the plans, specifications, special provisions, and scope of work.

Bid Item 6 – Repair Existing AC Pavement

This is a lump sum bid item to perform crack sealing for all existing AC pavements in the project work area to prepare the existing pavements to a suitable condition for installation of pavement fabric and HMA overlay (bidder shall provide an allowance for up to one hundred and fifty square feet [150 SF] of potholes to be filled). This item also includes replacement of traffic signal detector loops and lead-in cables for the eastbound lanes on Olive Avenue near the intersection of Olive Avenue and Winton Way (see marked as-built plan included with *Bid Book*). Sealing of any pavement cutting required for replacement of traffic signal detector loops and lead-in cables shall be included in the cost of this bid item. The work for this item shall be performed in accordance with all applicable sections of the standard specifications and the special provisions and in accordance with the pavement fabric manufacturer's recommendations. Payment shall be on a lump sum basis and no additional payment shall be due therefor. If it is determined by the Engineer that additional pavement repair beyond crack sealing is required, then this will be accomplished by change order work.

Bid Item 7 – Raise Existing Utilities Covers to Finish Grade

This is a lump sum bid item for adjusting the various existing manhole, valve, and other utility covers at all locations within the Project work area, including the locations shown on the plans and at all other locations necessary due to pavement work. The Contractor shall salvage the existing covers and reconstruct to final pavement grade as per the respective utility agency's requirements. Manhole covers and water valve covers shall be raised in accordance with the City of Atwater Standard Plans.

The bid price for adjusting utility covers shall include full compensation for removing and salvaging existing covers and furnishing all labor, equipment, materials, and incidentals to replace them to permanent finish grade, all as shown on the plans and as specified herein.

Bid Item 8 – 1.5" Type A HMA Overlay with Pavement Fabric

This is a unit price bid item for all costs for surface preparation after crack sealing, installation of pavement fabric including any required application of tack coat binder and sealant, and construction of the 1.5" Type A HMA overlay including placement and compaction for a complete paved roadway overlay. The work for this item shall be performed in accordance with all applicable sections of the standard specifications and the special provisions and in accordance with the pavement fabric manufacturer's recommendations and Caltrans requirements for pavement fabric installation for pavement overlay. Payment shall be based on the unit price for the measured area constructed and no additional payment shall be due therefor.

Bid Item 9 – Replace Traffic Striping and Pavement Markings

This is a lump sum bid item for all costs of furnishing and installing all materials, labor, equipment, and incidentals necessary to install traffic striping, pavement markings, and raised pavement markers in accordance with the Plans, specifications, special provisions, and scope of work to current Caltrans details. All crosswalks shall be the Continental (high visibility) type with 2'-0" wide bars and 2'-0" space between bars. Payment will be made on a lump sum basis, and no additional payment will be made therefor.

Remove section 2-1.18 in its entirety.

Remove section 2-1.27 in its entirety.

Replace paragraph 3 of section 2-1.33A with:

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

Add to the end of section 2-1.33A:

Submit Bids in a sealed envelope addressed to the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301. Each sealed Bid must be plainly marked on the outside as **"BID FOR OLIVE AVENUE OVERLAY PROJECT, Project No. 24-07, to be opened at 2:00 p.m., Thursday, May 15, 2025"**. If submitting by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301.

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

Remove lines 7, 8, and 9 from the table titled "Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal" in section 2-1.33B(3)(c)(ii) Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal.

Replace line 6 of the table titled "Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal" in section 2-1.33B(3)(c)(ii) Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal with:

Local Business Preference Program Certification	Time of Bid

Replace paragraph 2 of section 2-1.34 with:

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

Add Section 2-1.35:

2-1.35 BID PROTEST

2-1.35A General

Any unsuccessful bidder may submit a bid protest. Bid Protests must be submitted under section 2-1.35B. Bid protests not submitted under section 2-1.35B will not be considered.

2-1.35B Procedures

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

Deliver bid protest to the following address:

City of Atwater Public Works Department
750 Bellevue Road
Atwater, California 95301

The following conditions apply to all bid protests:

1. The bid protest must contain a complete statement of the basis for the protest. The bid protest must identify and explain the factual and legal grounds for the protest, state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. Any written materials the protesting bidder believes to be necessary to support the bid protest must be attached to the bid protest. The protest must include the name, address, telephone number, e-mail, and facsimile number of the person representing the protesting party.

2. The party filing the protest must have submitted a bid on the project. A subcontractor of a bidder may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue their own protest.

3. The protesting bidder and any other bidder on the contract must promptly provide any information requested by the City staff as part of such investigation.

4. The Director of Public Works will provide a written response to the protestor within ten (10) business days after receiving the bid protest. The decision of the Director is final.

5. These bid protest procedures do not limit the City's ability to reject all bids

Add to section 2-1.40:

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

Add to section 2-1.46:

The City may make such investigations as necessary to determine a Bidder's ability to perform the Work, and the Bidder must furnish to the City all requested information and data for this purpose. The City reserves the right to reject any Bid if it determines a Bidder is unqualified to carry out the obligations of the Agreement and to complete the Work.

3 CONTRACT AWARD AND EXECUTION

Add to the end of section 3-1.02A

If the contract is awarded, the contract shall be awarded to the responsible bidder submitting the lowest responsive bid.

Replace section 3-1.02B with:

The Department breaks a tied bid with a coin toss except:

1. If a local business bidder requesting preference and a non–local business bidder have tied bids after applying the local business preference bid adjustment, the City awards the contract to the local business bidder.

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

If the City awards the contract, the award is made lowest responsible bidder within 30 days after bid opening but not before the close of the 10 days bid protest period.

If the lowest responsible bidder refuses or fails to execute the contract, the award is made to the second lowest responsible bidder.

If the second lowest responsible bidder refuses or fails to execute the contract, the award is made to the third lowest responsible bidder.

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

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

100 percent

Replace Section 3-1.08 with:

Section 2-1.27 Local Business Preference Program

Program Description

In evaluating competitive bids to determine the lowest responsible bidder, if a non-local responsible bidder is initially determined to be the lowest responsible bidder, then any local responsible bidder shall be granted a preference in an amount equal to five percent (5%) of their responsive bid. If after deduction of the five percent (5%) preference from a local bidder's responsive bid, it is equal to or less than the lowest responsive bid submitted by the non-local responsible bidder, then the purchase award shall be awarded to the local responsible bidder. In the event that a non-local responsible bidder and a local responsible bidder have the same bid and it is the lowest bid, then the five percent (5%) preference need not be applied and the local business shall be selected to receive the purchase award. Under no circumstances shall the local business preference granted in a single bid exceed $5,000.00. The local business preference will not apply when bids are cooperatively solicited together with other public agencies. The local business preference may not apply and may be dispensed with when prohibited by State or Federal Statutes, or regulations requiring that a bid be awarded to the lowest responsible bidder, or as otherwise exempted from local preferences.

Good Faith Effort

All contractors who submit bids or proposals to construct or provide work on any City of Atwater Public Works Project, or for any other Public Works construction or improvement on City property, and who are seeking a local business preference, must make a good-faith effort to hire qualified individuals who are residents of the City of Atwater or Merced County in sufficient numbers so that no less than 50 percent (50%) of the contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Atwater residents. This same requirement applies to all subcontractors.

Evidence of direct bid solicitations from at least three Local Businesses qualified to perform the work or supply the materials or equipment must be submitted for subcontracted work in excess of one half of one percent (½ of 1% or 0.5%) of the trade package amount. If no Local Businesses are qualified to perform the work or supply the materials or equipment, justification and evidence of reasonable attempts to locate qualified Local Businesses must be submitted, which may include, but is not limited to: 1) advertisements inviting bids or recruitment of local, qualified individuals in local newspapers, or 2) mail request for bids to local contractors, or 3) bid solicitations by phone, facsimile, or e-mail, or 4) advertisement or contact of recruitment sources to hire local, qualified individuals., or 5) identify local, qualified individuals that are part of the contractor's or subcontractor's construction workforce, or 6) develop a written plan to recruit local residents as part of the construction workforce

Quality and Fitness

The preferences established in this program shall in no way be construed to inhibit, limit or restrict the right and obligation of the City of Atwater to compare quality and fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare the qualifications, character, responsibility, and fitness of all persons, firms, or corporations submitting bids.

Local Business Eligibility

For the purposes of this program, a qualified local bidder is defined as any individual, partnership, or corporation which regularly maintains a place of business within the incorporated city limits of the City of Atwater and has a valid business license issued by the City of Atwater when the bid is provided. A non-local bidder shall be all others which may do business with the City of Atwater.

Enforcement

The information furnished by each bidder establishing a good faith effort to solicit Local Businesses shall be under penalty of perjury. No person or business shall willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation for the purpose of influencing the status of any entity as a Local Business.

Replace the entirety of section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Contract* form.

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

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

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

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

A sample *Contract* form is included in the *Bid Book*.

5 CONTROL OF WORK

Replace the entirety of Section 5-1.09:

The City of Atwater encourages mutual cooperation between the City, the Contractor and all project stakeholders. Compliance with Caltrans professionally facilitated project partnering is not required for this project.

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

The Contractor may be given a no-cost extension of time for unforeseen delays attributable to the permit.

Replace section 5-1.20E with:

5-1.20E Water Meter Charges

The City can provide construction water for a fee. The Fiscal Year 2024-25 costs for construction water supplied from fire hydrants, per City Council Resolution 3400-23, are as follows:

1. Meter Deposit: $547.00 (refundable);
2. Meter Installation: $46.00;
3. Water Usage: $5.00 per 1,000 gallons.

Fees may increase Contractor may obtain an application for a hydrant meter from the Finance Department.

Replace the entirety of Section 5-1.23 Submittals with:

SECTION 5-1.23 SUBMITTALS

A. General

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

B. Contractor Responsibilities

1. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the City. The Contractor shall coordinate submittals among his subcontractors and suppliers including those submittals complying with unit responsibility requirements specified in applicable technical sections.

2. The Contractor shall coordinate submittals with the work so that work will not be delayed. The Contractor shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work related to a submittal until the submittal process is complete.

3. The Contractor shall certify on each submittal document that he has reviewed the submittal, verified field conditions, and complied with the Contract Documents.

C. Transmittal Procedure

1. Unless otherwise specified, submittals regarding material and equipment shall be accompanied by Transmittal Form. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

2. If the Contractor proposes to provide material, equipment, or method of work which deviates from the project requirements, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.

3. If specified or agreed to by the Engineer, electronic submittals may be made in Adobe PDF electronic file format. File resolution must be at least 300 dpi. Each email attachment must not exceed 25 MB in size and the total size of any email message must not exceed 50 MB. Size limits are subject to change based on the policies of the City's use of technology policies and limits. If separate emails are needed to accommodate large files indicate the total number of emails included in the submittal. After submitting electronic files, send a notification of the electronic submittal to the Engineer, including the names of the submitted files. Upon completion of review, the City will return one (1) or more electronic copy, depending on the number of reviewers required.

D. Submittal Review Procedure

1. Review shall not extend to means, methods, techniques, sequences or procedures of construction. Verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically indicated or required by the project) or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

2. Seven copies, unless otherwise specified during the preconstruction meeting, of all submittals required shall be furnished to the Engineer for review. The Engineer shall review the submittal and return two copies of the marked-up original within 15 working days after receipt of a submittal for review and comment, unless otherwise specified. All shop drawings and layout drawings submittals shall be submitted a minimum of 20 working days before approved submittal drawings will be required for the work.

3. Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

E. Effect of Review of Contractor's Submittals

1. Review of contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the City, or by any employee thereof, and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed.

2. The Work covered by a submittal may be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "No Exceptions Taken" or "Make Corrections Noted." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents. Review of submittals by the Engineer shall not be construed as relieving the Contractor of his/her responsibilities under this Contract.

Replace the entirety of Section 5-1.24 CONSTRUCTION SURVEYS with:

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

Replace the entirety of Section 5-1.25 with:

Section 5-1.25 SURVEY MONUMENT PRESERVATION

The City shall be responsible to perpetuate and/or reset survey monuments that may be damaged or disturbed during construction in compliance with all applicable requirements of Section 8771 (a-f) of the California Business and Professions Code. However, Contractor shall be responsible to carefully preserve survey monuments that have been exposed or located, and shall be responsible to bear all expenses for replacement due to unnecessary loss. Contractor shall also be responsible to adjust monument well covers to grade within the area of improvements.

All costs for compliance with this section shall be included in the unit costs for the various items of work, with no additional compensation provided therefor.

Add before paragraph 1 of section 5-1.36(C)1:

Notify Underground Service Alert (USA North) at least 48 hours prior to beginning any work involving cutting, planning, trenching or digging. Contractor shall notify USA North at 811 or 800-642-2444 with the specifics of the intended work on the job site. Contractor shall follow and comply with all USA policies and procedures. Contractor shall obtain a USA ticket number and wait for utilities to mark the location of underground utilities within the Project area, or for USA to advise Contractor of the absence of underground utilities in the Project area. Contractor shall provide Engineer with USA ticket number and provide him/her the opportunity to review all utility markings prior to beginning any work.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the California Department of Industrial Relations' Internet Web Site at: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. These wage rates are

not included in the Bid Book for the project. Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement. (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

Add to section 7-1.02K(2):

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

Replace paragraph 5 of section 7-1.02K(3) with:

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

Replace paragraph 1 of section 7-1.02K(6)(j)(ii) with:

Section 7-1.02K(6)(j)(ii) applies to this project and is included in Bid Item 4.

Add to the end of section 7-1.04:

Do not reduce an open traffic lane width to less than 10 feet, unless otherwise shown on approved temporary traffic control plans.

Add before paragraph 1 of section 7-1.05A:

You must defend, indemnify, and hold harmless the City, its elected and appointed councils, boards, commissions, officers, employees, agents, volunteers, representatives, and design professionals from and against any and all claims, lawsuits, actions, liabilities, damages, losses, expenses, costs, and actual attorneys' fees, arising out of or in connection with your performance of this Contract for:

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

For purposes of your obligation to defend, indemnify, and save harmless, the term State will have the following meaning: The City of Atwater including its elected and appointed councils, boards, commissions, officers, employees, agents, volunteers, representatives, and design professionals.

Change the “Umbrella or excess liability” limits in the table titled “Liability Limits” in paragraph 1 of section 7-1.06D(2) to:

$2,000,000.

Replace section 7-1.06G with:

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

Add to section 7-1.06H:

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

8 PROSECUTION AND PROGRESS

Remove paragraphs 1 and 2 in section 8-1.04B

9 PAYMENT

Add to section 9-1.03:

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

Replace "Department" in paragraphs 3, 4 and 5 of section 9-1.07A with:

Caltrans

Delete section 9-1.11

Add to section 9-1.16E(1):

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

Replace section 9-1.16F with:

The City withholds five percent (5%) of all progress payments as retention. Retention will be paid to you with Final Payment.

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

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

If you substitute securities for any portion of the retention, the City may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or

entity designated by the City and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

Replace section 9-1.22 with:

Claims must be litigated in a court of competent jurisdiction.

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Add the following to section 12-1.01:

Not later than the preconstruction conference, submit a traffic control plan for acceptance by the Engineer. The plan shall detail all measures to be taken to maintain traffic and control access through the area of work and maintain access to adjacent properties during construction.

The traffic control plan shall depict the traffic handling equipment and devices to be used and their location. It shall detail lane closures, pedestrian detours, and temporary pavement delineations necessary to complete the work as shown on the plans.

Costs for developing and implementing the traffic control plan are to be included in the various bid items with no additional payment due therefor.

Add to the end of section 12-4.01A:

The full width of the traveled way must be open to traffic on:

- Friday after 3:00 p.m.
- Saturday
- Sunday
- Designated holidays
- Martin Luther King Jr. Day, Cesar Chavez Day, Good Friday, and the Friday after Thanksgiving.

Personal vehicles of contractor's employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

13 WATER POLLUTION CONTROL

Replace Section 13-1.01A Summary in its entirety with:

13-1.01A Summary

This project is anticipated to result in a total land disturbance area less than one (1) acre and is therefore not subject to the State of California's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CAS000002, Order No. 2022-0057-DWQ). Preparation of a SWPPP and processing of Permit Registration Documents with the State's Water Board are not required for this project.

Contractor will be required to prepare and implement a Water Pollution Control Program (WPCP) as a submittal prior to construction. The WPCP shall include, at a minimum:

1. Drawing(s) showing location and type of BMP's proposed for the project;
2. Details or fact sheets of proposed BMP's;
3. Emergency contact information for contractor and subcontractors; and
4. Inspection procedures indicating frequency of required inspections.

Contractor is required to continuously exercise good housekeeping and job site management to prevent sediment transport and stormwater pollution.

Costs for preparation and implementing the WPCP are included in the bid item for “Erosion, Sedimentation, and Pollution Control”, and no additional payment will be provided therefor. The bid item includes installation and implementation of Best Management Practices (BMPs) required to prevent sedimentation and pollution discharge to storm drains including, but not limited to, inlet protection devices, street sweeping, washout management, and/or other means necessary to prevent polluted discharge to storm drains.

Remove sections 13-1.01C and 13-1.01D in their entirety.

Remove section 13-2 WATER POLLUTION CONTROL PROGRAM in its entirety.

Remove Section 13-3 STORMWATER POLLUTION PREVENTION PLAN in its entirety.

14 ENVIRONMENTAL STEWARDSHIP

Replace paragraph 2 of section 14-8.02 with:

Do not operate construction equipment or run the equipment engines form 7:00 pm to 7:00 am or on Sundays, except you may operate equipment within the project limits during these hours to:

1. Service traffic control facilities; or
2. Service construction equipment.

Should you feel it necessary to operate equipment or run equipment engines between 7:00 pm and 7:00 am or on Sundays, submit a request to the Engineer three working days in advance for review and approval. If the Engineer approves the request for work between these times, the Contractor will be responsible for payment of the additional inspection costs incurred by the City to make available an inspector during non-working hours. Additionally, work shall not exceed 86 dBA LMax at 50 feet from the job site activities from 7:00 pm to 7:00 am, unless authorized by the Engineer.

Add to section 14-9.02:

Fugitive dust control at the Project site is the sole responsibility of the Contractor. Dust control shall conform to all requirements set forth in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Construction Notification Form, Regulation VIII, and Fugitive PM10 Prohibitions, as applicable, as well as the provisions in Section 14-9, “Air Quality” of the Caltrans Specifications and these Special Provisions.

The Contractor shall conduct and cause all working forces at the site to maintain the site in a neat, orderly manner throughout the construction operations. The work shall be conducted in a manner that will control dust, including compliance with Visible Dust Emissions (VDE) limits, maintaining Soil Stabilization at all times, management and cleanup of Carryout and Trackout, and management of Unpaved Access and Haul Roads, Storage Piles and Bulk Materials, and all Demolition Activities. When ordered to provide dust control, the Contractor shall use water to reduce the dusty conditions all to the satisfaction of the Engineer. Street sweeping or roadway cleaning activities shall be completed with PM10-efficient street sweepers. During construction, the Contractor shall remove all rubbish and debris as it is generated. Upon completion of the work, the Contractor shall remove all equipment and debris, and shall leave the site in a neat, clean condition all to the satisfaction of the Engineer.

Water for the purpose of dust control shall be potable. All dust control operations shall be performed by the Contractor at the time, location and in the amount ordered by the Engineer. The application of either water or dust palliative shall be under the control of the Engineer at all times. Watering shall conform to the

provisions of Section 13 "Water Pollution Control" of the Caltrans Specifications and these Special Provisions. Attention is also directed to Section 18 “Dust Palliatives” of the Caltrans Specifications and these Special Provisions.

The Contractor is responsible for obtaining construction water.

15 EXISTING FACILITIES

Add to the end of paragraph 1 of section 15-1.01:

This section also includes general specifications for removal and/or demolition of items called for in the plans, specifications, and scope of work.

Replace section 15-1.03c with:

Where existing items are called for in the plans, specifications, or scope of work to be salvaged or remanded to the owner, make reasonable efforts to contact private owners to determine particulars of delivery of salvaged materials. Deliver and store salvaged materials to owners in a neat, organized manner, or dispose of if specifically directed to do so by owners.

All items designated to be returned to the City shall be delivered to the Public Works Department Corporation Yard at 470 Aviator Drive, Atwater, CA 95301. Coordinate with the City’s Project Manager at least two (2) working days prior to any delivery.

Replace section 15-1.04 with:

Bid items for removal of existing features include all costs for removal and off-haul of said items or remanding them to owner if called for on the plans. Payment will be based on measured quantities and units indicated in the bid item list, with no additional payment made therefor. Costs for removal or demolition of items required to perform the work that are not specifically included in removal bid items are to be included in the other various items of work, with no additional payment made therefor.

DIVISION III EARTHWORK AND LANDSCAPING

17 GENERAL

Replace paragraph 4 of section 17-2.03A with:

Clear and grub the entire job site as required where pavements, pavement overlays, curbs, gutters, sidewalks, and retaining curbs are to be constructed, and within the slope lines of any excavations and embankment slopes.

Replace section 17-2.04 with:

Costs for compliance with this section, as well as all other required surface preparation and demolition work not specifically included in other bid items, is to be included in the various bid items of work, with no additional payment provided therefor.

DIVISION IV SUBBASES AND BASES

23 GENERAL

Replace section 23-1.01D(1)(b) with:

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer within 5 business days of receiving the test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit your test results and copies of paperwork including worksheets used to determine the disputed test results. An independent third party performs referee testing. Before the independent third party participates in a dispute resolution, it must be qualified under AASHTO resource program and Caltrans' Independent Assurance Program. The independent third party must have no prior direct involvement with this Contract. By mutual agreement, the independent third party is chosen from:

1. Caltrans laboratory in a district or region not in the district or region the project is located
2. METS
3. Laboratory not currently employed by you or your material producer

If split acceptance samples are not available, the independent third party uses any available material representing the disputed material for evaluation.

If the independent third party determines the City's test results are valid, the Engineer deducts the independent third-party testing costs from payments. If the independent third party determines your test results are valid, the City pays the independent third-party testing costs.

DIVISION V SURFACINGS AND PAVEMENTS

37 SEAL COATS

Replace paragraph 1 of section 37-6.03 with:

Treat cracks from 1/4 to 1 inch in width for the entire length of the crack. Fill or repair cracks wider than 1 inch with Hot Mix Ashphalt.

Replace 37-6.04 with:

The payment quantity for crack treatment is the area of existing pavement, measured in square feet to be treated, and is included in Bid Item 6.

39 ASPHALT CONCRETE

Replace numbered line 1 in paragraph 2 of section 39-2.01C(3)(g) with:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. This work is included in the bid item "Repair Existing Pavement" and no additional payment will be made therefor.

Remove paragraphs 3 and 4 and replace the first sentence in paragraph 4 of section 39-2.01C(4)(a) with:

You must place HMA on adjacent traveled way lanes such that at the end of each work shift, the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet.

Replace paragraphs 1 and 2 of section 39-2.01(D) with:

Payment for geosynthetic pavement interlayer, tack coat, asphalt binder, and asphaltic emulsion is included in the payment for HMA bid items.

Replace paragraph 5 of section 39-2.01(D) with:

The payment quantity for HMA of the type and thickness shown on the bid item list is the area of installed HMA measured in square feet paved to the thickness indicated. Payment includes costs for materials, placement, and compaction with no additional payment made therefor.

Add to section 39-2.02A(1):

Use one-half-inch (1/2") maximum aggregate gradation unless otherwise specified or noted in the plans. Use PG64-10 asphalt binder.

Replace section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be PG 64-10.

Replace section 39-2.06D with:

Bid item cost for HMA Overlay includes costs for placement and compaction of HMA in areas where asphalt pavement replacement or installation is called for in the plans, specifications, or scope of work. The payment quantity for HMA is the area of installed HMA, measured in square feet, paved to the thickness indicated in the bid item list, with no additional payment made therefor. No additional payment will be provided for pavement that is installed in thicknesses greater than called for in the plans, specifications, scope of work, and bid documents without prior authorization from the Engineer.

Replace section 39-3.01D with:

Bid item cost for “Remove Existing AC Pavement” includes all costs associated with cutting and removal of existing asphalt pavement as shown in the plans, including compliance with section 39-3.

Replace section 39-3.04D with:

Bid item cost for “Remove Existing AC Pavement (Wedge Grind)” includes all costs associated with cold planing asphalt concrete pavement as shown or described in the plans, specifications, and scope of work. The payment quantity is lineal feet of actual length cold planed in a wedge grind to the width and depth described in the bid item and shown on the plans.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

77 LOCAL INFRASTRUCTURE

Replace Section 77-1 with:

77-1 UTILITY RELOCATION

77-1.01 GENERAL

This project will include adjustments to finish grade of existing utility structure rims, frames, and covers. Existing “dry” utility structures including electrical, gas, cable television, and telephone structures will be adjusted to grade by the respective utility companies. The Contractor will prepare applications for adjustment to grade of these structures with the utility companies. Contractor is required to coordinate work as necessary to allow for the adjustment to grade prior to placement of HMA. The City of Atwater will pay fees due the utility companies necessary for the adjustments of their facilities to finish grade.

No additional compensation, including Time Related Overhead, will be paid as a result of delays by the utility companies in adjusting existing structures to grade. Additional working days may be granted in the event of delays caused by the utility companies. Any incidental costs associated with adjusting the existing dry utility structures to grade are to be included in the various bid items of work, and no additional payment will be provided therefor.

Contractor will be responsible for adjustment of existing “wet” utility structures as indicated on the plans, including storm drain manholes, sanitary sewer manholes, and water valve covers. Wet utility structure rims will be adjusted to grade in accordance with City standard details. Costs for adjustment of the existing sanitary sewer manhole is to be included in the bid item for “Raise Existing Utilities Covers to Finish Grade”.

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

Replace section 84-1.02 with:

Materials for the bid item “Replace Traffic Striping and Pavement Markings” shall be retroreflective thermoplastic per section 84-2.02C with glass beads per section 84-2.02B and shall consist of replacement traffic stripes and pavement markings per details of the current Caltrans Standard Plans and California MUTCD to match function of existing markings, with no additional payment made therefor.

Replace section 84-2.04 with:

Payment shall be lump sum for the bid item “Replace Traffic Striping and Pavement Markings” and shall include all costs for replacement traffic stripes and pavement markings per details of the current Caltrans Standard Plans and California MUTCD to match function of existing markings, with no additional payment made therefor.

DIVISION XI MATERIALS

96 GEOSYNTHETICS

Add to paragraph 1 of section 96-1.02J:

Paving fabric shall be PETROMAT® 4598 or approved equal.

PUBLIC WORKS DEPARTMENT

BID BOOK

For the Construction of

Olive Avenue Overlay Project

In

The City of Atwater

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

BID CALL NO.: 733-25 CITY PROJECT NO.: 24-07

BID OPENING: Thursday, May 15, 2025 @ 2:00 P.M. PDT

_____
Chris Hoem
City Manager

_____
Date

BID BOOK 2 OF 2

TABLE OF CONTENTS

ATTACHMENTS

BID ITEM CHECKLIST

The bidder shall provide a complete bid in a sealed envelope before 2:00 pm PDT on the bid opening date. Failure to provide all the required documents may cause the bid to be considered non-responsive.

PROJECT 24-07: OLIVE AVENUE OVERLAY PROJECT

Item	Page #	Complete?
Bidder Information	BF-2	Yes ☐
Bid Item List	BF-4-5	Yes ☐
List of Subcontractors	BF-6	Yes ☐
Equal Employment Opportunity Certification	BF-9	Yes ☐
Public Contract Code Section 10285.1 Statement & Public Contract Code Section 10162 Questionnaire	BF-10	Yes ☐
Response to Debarment & Suspension Certificate (if applicable)	BF-12	Yes ☐ N/A ☐
Disclosure of Lobbying Activities (if applicable)	BF-14	Yes ☐ N/A ☐
Bidders Bond & Security	BF-15	Yes ☐
Bid Execution Parts 1 & 2	BF-16-17	Yes ☐

Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.

BIDDER INFORMATION
TO
CITY OF ATWATER
Project No.: 24-07
Bid Call No.: 733-25

FOR THE CONSTRUCTION OF: OLIVE AVENUE OVERLAY PROJECT

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

_____

_____

TELEPHONE NO.: Area Code ( )

FAX NO.: Area Code ( )

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State General Prevailing Wage Rates), the contract annexed hereto, and any addenda thereto, and also in accordance with the State of California Department of Transportation Standard Plans, 2023 Edition, the Standard Specifications, 2023 Edition, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered

unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the CITY OF ATWATER, and that discretion will be exercised in the manner deemed by the CITY OF ATWATER to best protect the public interest in the prompt and economical completion of the work. The decision of the CITY OF ATWATER respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by the Special Provisions, with surety satisfactory to the City of Atwater Engineering Division, within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the City of Atwater may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the City of Atwater.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principal are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the City of Atwater, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

CITY OF ATWATER

BID ITEM LIST

OLIVE AVENUE OVERLAY PROJECT

PROJECT NO. 24-07
BID CALL NO. 733-25

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	MOBILIZATION	LS	1		
2	TEMPORARY TRAFFIC CONTROL	LS	1		
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1		
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	10,430		
6	REPAIR EXISTING AC PAVEMENT	SF	185,650		
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1		
8	1.5” TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	185,650		
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
			TOTAL BID:		

UNITS OF MEASURE
LS = LUMP SUM
LF = LINEAL FEET
SF = SQUARE FEET

The bidder will list the name, address, the California contractor license number, and the portion of work of each subcontractor on the next page.

LIST OF SUBCONTRACTORS

The bidder certifies that:

A. ☐ I **do not** intend to subcontract any work on this project.

B. ☐ I **do** intend to subcontract portions of the work on this project.

NOTE: Check box A or box B. **If a box is not checked, it will be deemed as box A checked.**

If awarded the Contract, you propose to employ the following subcontractors to perform work or labor or render service in or about the work in an amount in excess of one-half of one percent (0.5%) of the total amount of your proposal or $10,000, whichever is greater. Listing of subcontractors is mandatory under Sections 4100-4108 of the Public Contract Code. If no subcontract work is proposed, except within the one-half of one percent (0.5%) or $10,000 limit set forth, you will so state.

NAME AND ADDRESS OF SUBCONTRACTOR AND LICENSE NUMBER	DEPT. INDUSTRIAL RELATIONS REGISTRATION NUMBER	DESCRIPTION OF WORK TO BE SUBCONTRACTED	BID ITEMS NUMBERS AND PERCENTAGE OF WORK SUBCONTRACTED

CITY BID CERTIFICATIONS

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

This certification of bidder regarding Affirmative Action Program shall be submitted by the bidder and shall be part of the contract documents:

The bidder hereby certifies that he/she is in compliance with the following:

- Title VI of the Civil Rights Act of 1964 (PL 88-352)
- Equal Employment Opportunity (Executive Order No. 11246)
- California Fair Employment Practices Act

NOTICE: The above certification is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONDISCRIMINATION OF INDIVIDUALS WITH DISABILITIES

Policy Statement

In compliance with the Americans with Disabilities Act of 1990 and Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Atwater that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs and meetings open to the public to people with disabilities.

In this regard, City and all of its contractors and subcontractors will take all reasonable steps in accordance with the Americans with Disabilities Act of 1990 and GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

Each agency, organization, or person seeking a bid, contract or agreement with the City of Atwater shall include a certification of compliance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

NON–DISCRIMINATION CERTIFICATION

The bidder hereby certifies that he/she is in compliance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap, discrimination and participation.

NOTICE: The above certification is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____,hereby certifies that he has ___ , has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE (STATEMENTS & QUESTIONNAIRE)

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ____been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the City of Atwater.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CITY OF ATWATER LOCAL BUSINESS PREFERENCE PROGRAM QUESTIONNAIRE

City of Atwater Code of Ordinances 03.04.270

The City of Atwater's Local Business Preference Program offers a preference of a five percent (5%) reduction to a local bidder's bid price, subject to conditions and requirements described in the City Code of Ordinances Section 03.04.270. Refer also to the *Special Provisions* for additional information.

Non-completion and/or non-submittal of this form will disqualify bidder from receiving the Local Business Preference.

The bidder intends to qualify for the City of Atwater Local Business Preference Program:	**NO** ☐
	YES ☐

If "yes", provide information requested below and attach Good Faith Effort documentation as described in the *Special Provisions*:

Business Name	
Business Street Address	
Business City, State, Zip	
City Business License No.	

Note: The above questionnaire is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute certification of this questionnaire

Bidders are cautioned that providing false information may subject them to criminal prosecution.

Attach Good Faith Effort Documentation to this form.

DEBARMENT & SUSPENSION CERTIFICATE

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CITY OF ATWATER

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ as Principal, and

_____, as surety,

are held and firmly bound unto the City of Atwater in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the City of Atwater for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City of Atwater to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $_____.

The condition of this obligation is such that, whereas the Principal has submitted the above-mentioned bid to the City of Atwater, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Atwater, California, for the **OLIVE AVENUE OVERLAY PROJECT**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the City of Atwater one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 2025.

_____(Seal)

_____(Seal)

_____(Seal)
PRINCIPAL

_____(Seal)

_____(Seal)

_____(Seal)
SURETY

ADDRESS_____

NOTE: Signatures of those executing for the surety must be properly acknowledged.

BID EXECUTION --PART 1

OLIVE AVENUE OVERLAY PROJECT
PROJECT NO. 24-07
BID CALL NO. 733-25

Accompanying this bid is _____
(NOTICE: Insert the words "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be.) in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE - If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

_____

Licensed in accordance with an act providing for the registration of Contractors,

License No._____ Expiration Date: _____Classification(s) _____

ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number/s

_____
(Fill in addenda numbers if addenda has been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

Warning - If an addendum or addenda have been issued by the Department and not noted above as being received by the bidder, this Bid may be rejected.

BID EXECUTION –PART 2

OLIVE AVENUE OVERLAY PROJECT
PROJECT NO. 24-07
BID CALL NO. 733-25

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

_____ _____

Date Signature of Bidder

_____

Name (Print)

_____

Title

Business Name: _____

Business Address: _____

_____

SAMPLE CONSTRUCTION CONTRACT

This GENERAL CONSTRUCTION CONTRACT ("Contract") is made by and between the CITY OF ATWATER, a California municipal corporation ("City") and _____ ("Contractor") as of _____, 2025. City and Contractor shall be referred to herein separately as a "Party" and collectively as "Parties".

1. The Contract. It is mutually agreed and understood that the complete Contract shall consist of the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if hereto attached:

A. This Contract;
B. Plans and Specifications for **PROJECT NO. 24-07;**
C. Special Provisions for **PROJECT NO. 24-07**;
D. Notice to Contractors;
E. Proposal to the City of Atwater;
F. Performance Bond;
G. Labor and Material Bond;
H. Current edition of the Caltrans Standard Specifications;
I. Current edition of the Caltrans Standard Plans;
J. The latest revisions to the General Prevailing Wage Rates; and
K. Any Published Addenda

Any and all obligations of the City and the Contractor are fully set forth and described therein.

All of the above component documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The component documents comprising the complete Contract are sometimes hereinafter referred to as the "Contract Documents".

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with the Contract Documents, and in the manner designated in, and in strict conformity with, the Project Plans and Specifications for PROJECT NO. 24-07, entitled, "PROJECT NO. 24-07 – OLIVE AVENUE OVERLAY PROJECT" for construction in Atwater, Merced County, California. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City or its representative. The City hereby designates the City Engineer as its representative for the purpose of this Contract.

3. Contract Price. The City agrees to pay, and the Contractor agrees to receive and accept, the following Contract prices as full compensation for furnishing all materials and performing all work in accordance with this Contract as follows:

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURE)	ITEM TOTAL (IN FIGURES)
	(Update upon award of contract)				

TOTAL BID SCHEDULE ITEMS 1 THROUGH 9 $_____

Name of Bidder or Firm: _____

4. Termination. If the Contractor should become insolvent or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract Documents, the City may serve written notice upon Contractor and its surety of its intention to terminate the Contract. The notice shall contain the reasons for the City's intent to terminate the Contract and unless the violation ceases and/or is corrected within ten (10) days of service of the notice, the Contract shall cease and terminate. In the event of any such termination, the City shall immediately serve a written notice of termination on the surety and the Contractor, and the surety shall have the right to take over and perform the Contract. The surety shall serve a written notice of intent to take over and perform the Contract on the City within fifteen (15) days of service of the notice to terminate and shall commence performance of the Contract within thirty (30) days from service of the notice to terminate. In the event the surety fails to serve the notice of intent to take over and perform or fails to commence performance as required in this Section, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any excess cost incurred by the City, and in such event the City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary to complete the work.

5. Notices. All notices given pursuant to this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, certified or registered, with return receipt requested. Such notice shall be deemed served or given three (3) business days after deposit in the United States Postal Service. The address of each Party to this Agreement for purposes of notice shall be as indicated below. Each Party may change its address for notice by giving notice of such change to the other Party in the manner set forth above.

If to City: ***Chris Hoem,***
City Manager
City of Atwater
750 Bellevue Road
Atwater, California 95301

If to Contractor: _____

_____
_____
_____

If to Surety: _____
_____
_____

6. Assignment of Contract. The Contractor shall not voluntarily assign the Contract, moneys due under the Contract, or monies to become due under the Contract, without first obtaining the prior written consent of the City.

7. Contract Security. The Contractor shall furnish a surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the faithful performance of this Contract ("Performance Bond"). The Contractor shall also furnish a separate surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond ("Labor and Material Bond").

8. Insurance. Contractor shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work of the Contractor, its agents, employees, representatives, and subcontractors. The cost of such insurance shall be included in the contractor's bid.

A. Minimum Scope of Insurance.

1. Commercial General Liability coverage at least as broad as the Insurance Services Office, Inc. (ISO Form CG 00 01) with limits of liability of at least $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance forms or other forms with a general aggregate limit are used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be $2,000,000.

2. An Additional Insured Endorsement to the Commercial General Liability coverage form naming the City as an insured at least as broad as ISO form CG 20 37 10 01 entitled ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS.

3. Business Auto Liability coverage at least as broad as ISO form CA 00 01 with limits of liability of at least $1,000,000 combined single limit per accident for bodily injury and property damage, covering any automobile owned, leased, hired or borrowed by the Contractor, its agents, representatives, or employees, or for which the Contractor is responsible.

4. An Automobile Liability Special Endorsement at least as broad as Exhibit 1 (attached) to the Business Auto Liability form naming the City as an insured with regard to damages and the defense of claims arising out of use of any automobile for which the Contractor is responsible. (In the alternative, the Contractor may provide a Designated Insured Endorsement form at least as broad as ISO Form CA 00 01).

5. Workers' Compensation coverage for the Contractor's employees with limits as required by California law, and Employers Liability coverage with limits of liability of at least $1,000,000 per accident or occurrence.

6. A Certificate of Liability Insurance showing evidence of the above liability coverages prior to the commencement of work.

B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

1. General Liability: (Including operations, products and completed operations.)	**$1,000,000**	per occurrence for bodily injury, personal injury and property damage If Commercial General Liability insurance or other form with a general aggregate limit shall apply separately to this project/locations or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000**	per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000**	per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, public officials, employees and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain the following provisions:

1. The City, its officers, public officials, employees and volunteers are to be covered as insured's with respect to liability and defense arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or

on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (CG 20 10), or as a separate owner's policy.

2. For any claims related to this project, the Contractor's liability insurance coverage shall be primary insurance as respects the City, its officers, public officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. The Contractor agrees that any and all liability insurance coverages available to it as a named insured will be applicable to the City as an Additional Insured.

6. If other than ISO forms are used by the insurer(s) for the Contractor, each form used will require individual review and approval by the City of Ripon.

E. Acceptability of Commercial Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than "A: VII."

F. Verification of Coverage.

Contractor shall furnish the City with Certificates of Liability Insurance and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the Entity's forms, provided those endorsements or policies conform to the requirements of the Contract. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

G. Subcontractors.

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the insurance requirements stated herein.

H. For Construction Risks.

If this is a Proposal and Contract that involves a construction risk, in addition to the Insurance Requirement specified above, the Contractor shall procure and maintain Course of Construction (Builder's Risk) insurance covering all risks of loss with limits of liability of not less than the completed value of the project with no coinsurance penalty provisions.

The Course of Construction insurance policies shall contain the following provisions:

1. The City shall be named as loss payee; and

2. The insurer shall waive all rights of subrogation against the City.

9. Hold Harmless. The Contractor will indemnify, defend with counsel selected by the City, save, keep, and hold harmless, the City and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the City and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should contractor desire any insurance protection, the Contractor is to acquire such protection at its expense.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

10. Accident Prevention. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. Payment. The City will make partial and final payment to the Contractor except that the City will retain five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by City of the notice of acceptance of completion of all work covered by this Contract, at which time and not before, City shall pay to Contractor the remaining five percent (5%), less any previous payments and deductions provided for herein.

The closure date for the purpose of making monthly progress payment will be the last calendar day of that month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the City's payment procedure.

Each month, the Contractor will submit its own invoice for work performed through the closure date and the Engineer will make an approximate measurement of the work performed through the closure date and as a basis for making monthly payments, estimate its value based on the Contract unit prices or as the Engineer deems appropriate. The City will endeavor to, not later than twenty (20) working days after receipt of the Contractor's invoice, make partial payment to the Contractor, based on work performed and material incorporated in the project as of the closure date of the particular calendar month, providing that the Contractor's invoice for the work performed agrees with the Engineer's determination. If the Engineer's determination differs from the Contractor's invoice, the City will make payment to the Contractor for those items or portions of items not in dispute not later than payment would have been made had no dispute occurred. Within ten (10) calendar days after agreement on disputed work is achieved between the City and the Contractor, the City shall pay the Contractor for any additional monies due as a result of settling any dispute. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The payment of progress payments by the City shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the City and subject to whatever inspection and approval may be required by law.

It is further agreed by the Parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

12. Prevailing Wage. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Contract. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

13. Article VI. The improvements contemplated in the performance of this Contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this Contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires. In such cases, the State Contract Act will govern.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF ATWATER, a Municipal Corporation
(Herein called Owner)

By: _____

Kory J. Billings, City Clerk

By:_____

Chris Hoem, City Manager

APPROVED AS TO FORM:

_____

(Here in called Contractor)

By:_____

Frank Splendorio, City Attorney

By:_____

Contractor licensed in accordance with an act providing for the registration of contractors.

ACCOUNT DATA:

LICENSE NO. _____

PROJECT NO. 24-07

TAXPAYER I.D. NO. _____

Contract No. _____

VENDOR NO. _____

Project Account No./Amount:

ADDRESS:_____

_____ / $ _____

PHONE:_____

FAX: _____

EMAIL:_____

By:_____ (SEAL)

Finance Director Verification

SAMPLE FAITHFUL PERFORMANCE BOND

(Contract)

WHEREAS, the City of Atwater, State of California, and _____ , the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 24-07;** and,

WHEREAS, _____hereinafter designated as Principal, has agreed to install and complete said work.

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of Atwater, hereinafter called "City" in the penal sum of $ _ , lawful money of the United States, for payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and provisions of said improvement requirements, and any lawful modification thereof, on their part; and such work is performed at the time and in the manner specified by the City, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed, or to the specifications accompanying such work shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____ .

By: _____ By: _____

PRINCIPAL SURETY

SAMPLE LABORERS AND MATERIALMENS BOND

(Contract)

WHEREAS. the City of Atwater, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 24-07**; and,

WHEREAS, _____, hereinafter designated as Principal, has agreed to install I and complete said work; and,

WHEREAS, said Principal is required under the terms of the Contract Specifications to furnish a bond to secure the claims to which reference is made in Title 15 commencing with Section 3082 of Part 4 of Division 3 of the Civil Code of the State of California. Now, said Principal and the undersigned as Surety are held and firmly bound unto the City of Atwater, hereinafter called the City, and all contractors, subcontractors, laborers, materialsmen and other persons employed in the performance of the work and refereed to in the aforesaid Code of Civil Procedure in the sum of $, lawful money of the United States, for materials furnished or labor thereon-of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount hereinabove set forth and also in case suit is brought upon this bond, will pay in addition to the face amount thereof costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 commencing with Section 3082 of Part 4 of Division 3 of the Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said conditions or work shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named on _____.

By: _____ By: _____

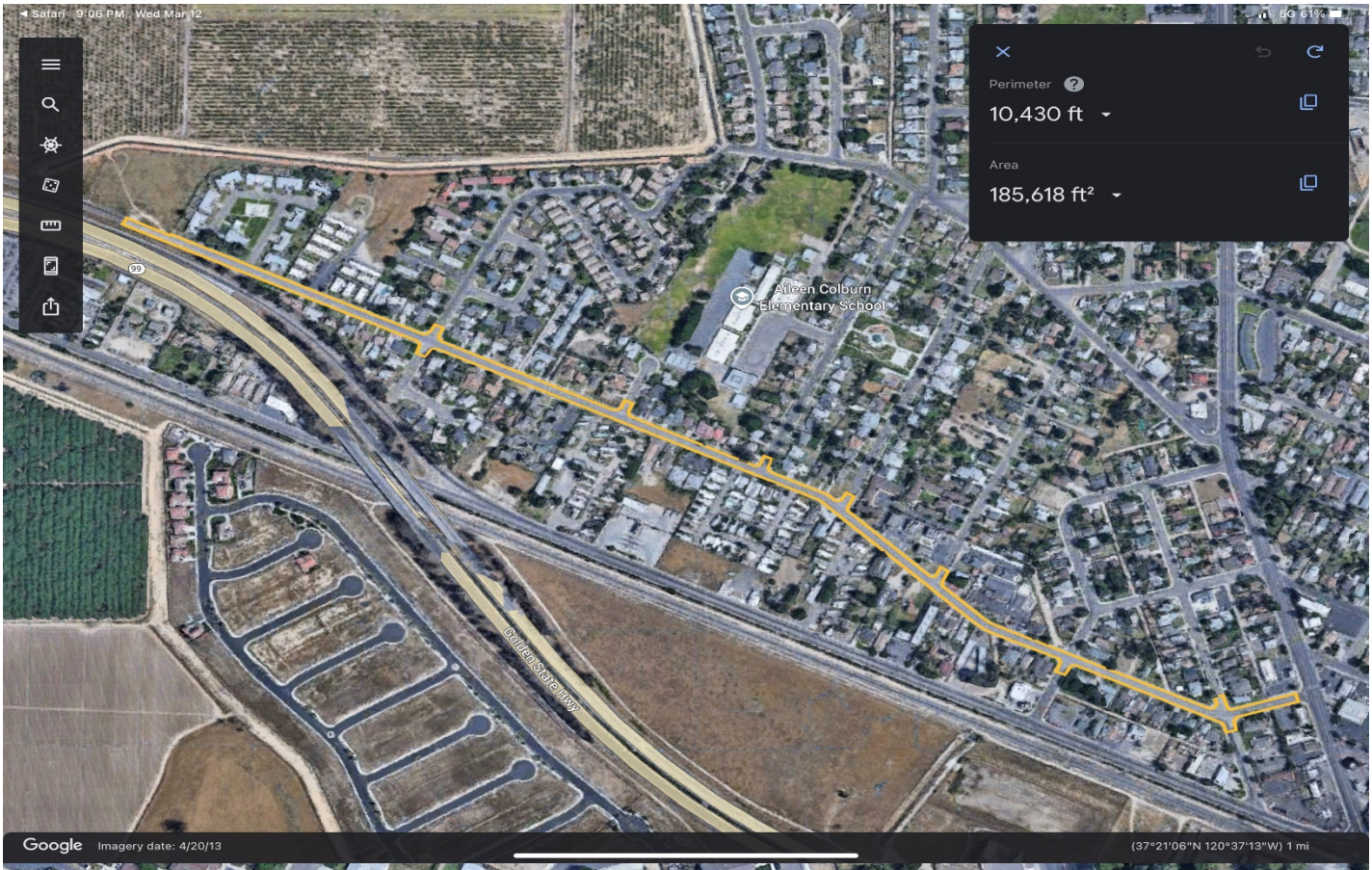
PRINCIPAL SURETY

ATTACHMENT 1:
PREVAILING WAGE RATES

FEDERAL MINIMUM WAGES MAY BE VIEWED AT THE FOLLOWING LINK:
https://sam.gov/content/wage-determinations

GENERAL PREVAILING WAGE RATE (CALIFORNIA) MAY BE VIEWED AT THE FOLLOWING LINK:
https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm

ATTACHMENT 2:
PLANS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Perimeter
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Area
185,618 ft²
99
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Golden State Hwy
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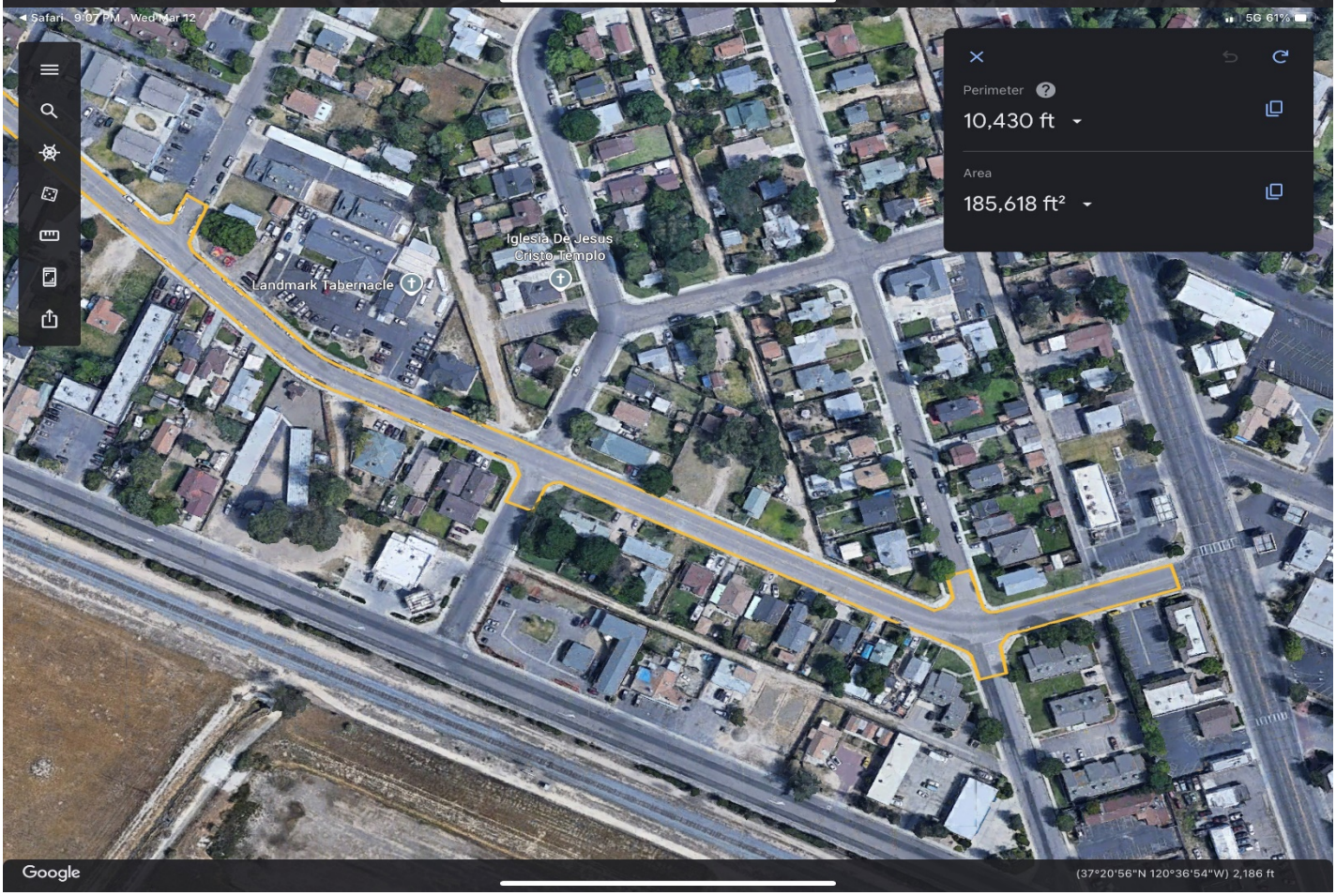
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Perimeter
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Iglesia De Jesus Cristo Templo
Landmark Tabernacle
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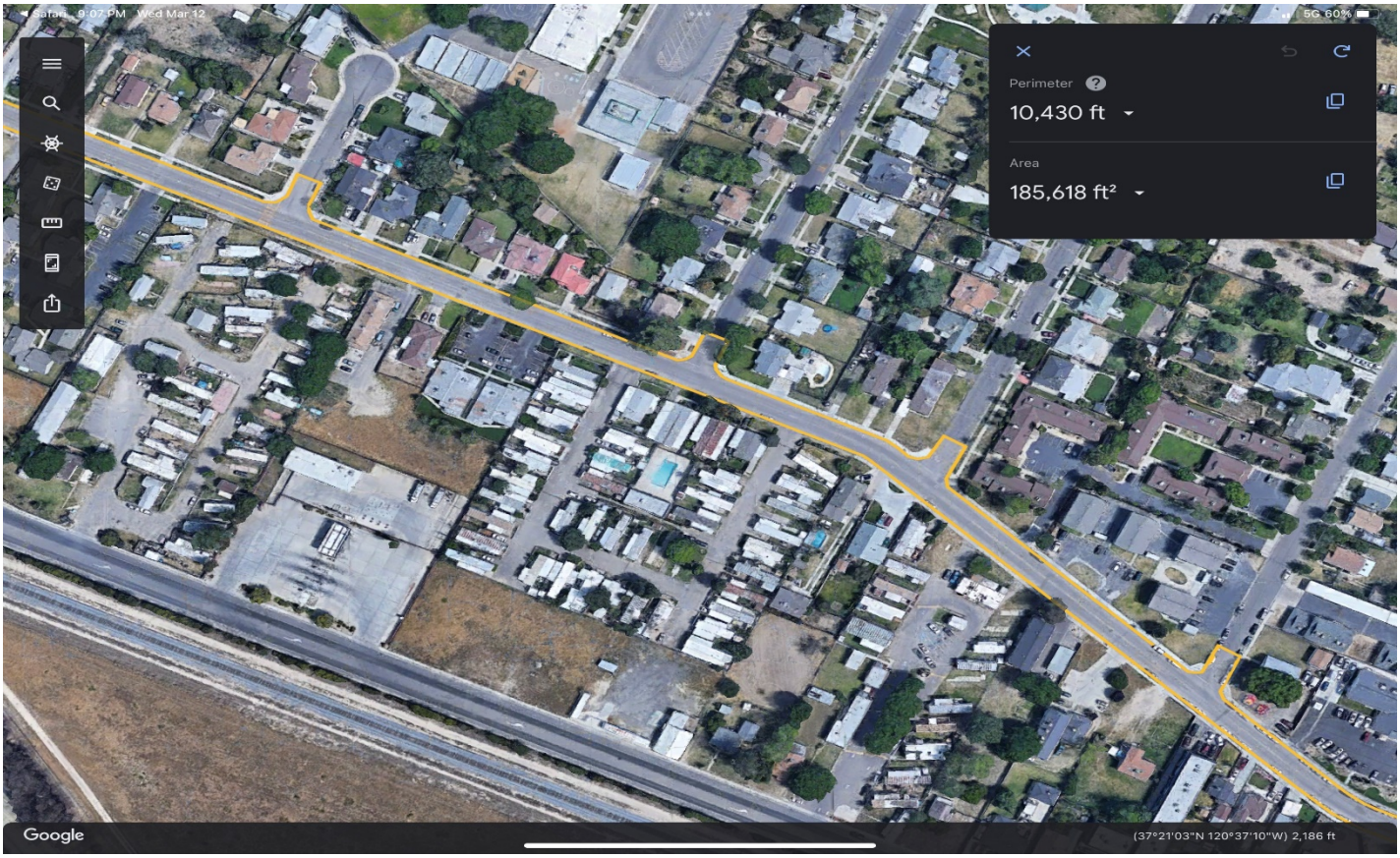
Perimeter
10,430 ft
Area
185,618 ft²
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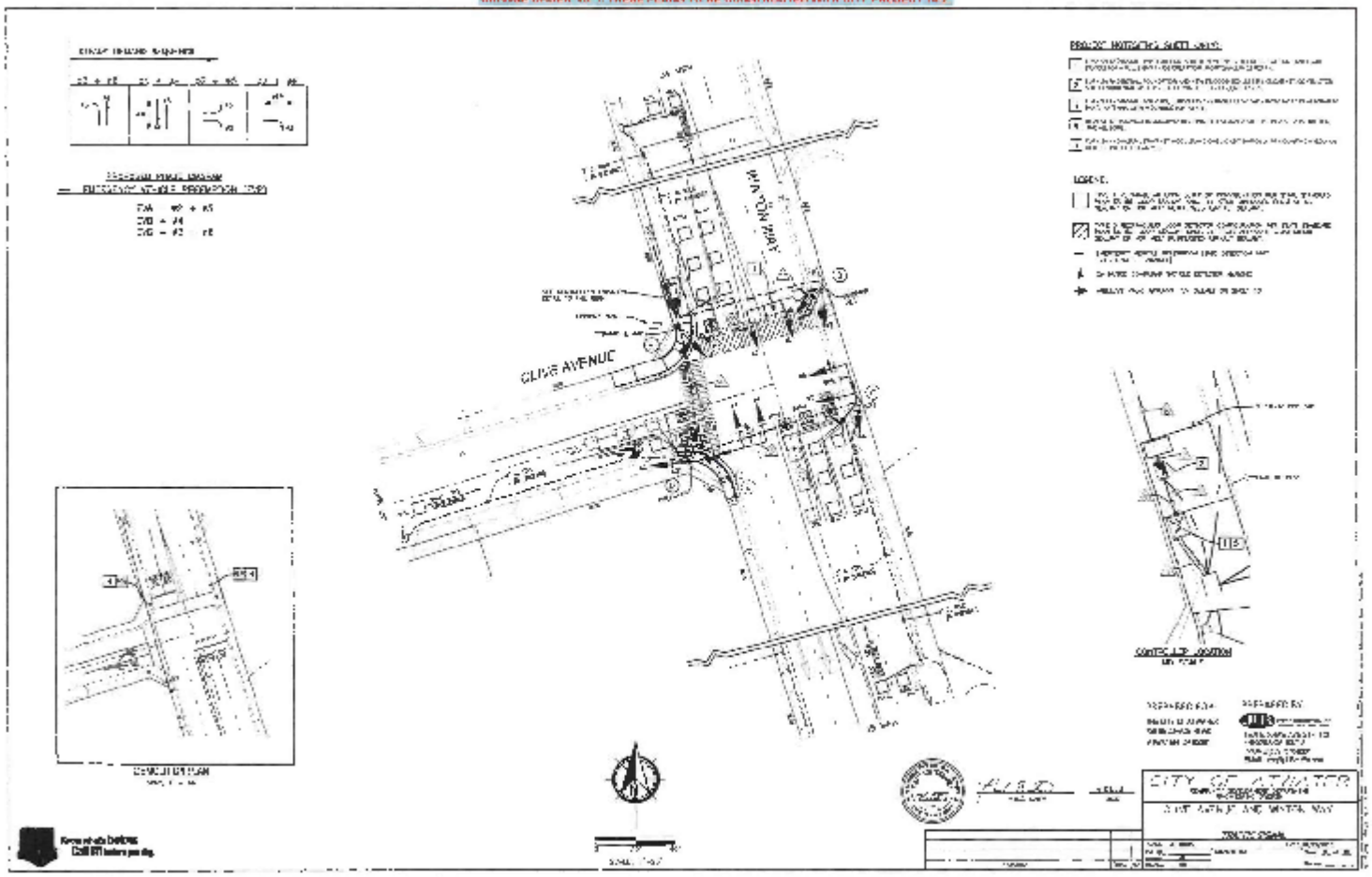
(37°21'03"N 120°37'10"W) 2,186 ft


Perimeter
10,430 ft
Area
185,618 ft²
Golden State Hwy
Golden State Hwy
Google
(37°21'10"N 120°37'24"W) 2,186 ft


Safari 9:08 PM Wed Mar 12
Perimeter
10,430 ft
Area
185,618 ft²
Golden State Hwy
Golden State Hwy
99
Google
(37°21'13"N 120°37'31"W) 2,186 ft

THESE PLANS FOR REFERENCE ONLY FOR PREPARATION OF CONSTRUCTION
CHANGE ORDER No. 1. THESE PLANS TO BE CONSTRUCTED WITH CITY PROJECT 14-2



CITY COUNCIL
AGENDA REPORT

MEETING DATE: April 14, 2025
TO: Mayor and City Council
FROM: Christopher Hoem, City Manager
PREPARED BY: Janell Martin, Assistant City Clerk/Records Coordinator
SUBJECT: **Letter Supporting an Application for Federal Funding to Develop and Construct a Hydrogen Fueling Station for MCAG-The BUS** (City Manager Hoem)

RECOMMENDED COUNCIL ACTION

Authorize and direct Mayor Nelson to execute a letter of support, on behalf of the City of Atwater, regarding the Merced County Association of Governments (MCAG) The Bus submitting an application for federal funding to develop and construct a hydrogen fueling station at its operation and maintenance facility.

I. BACKGROUND/ANALYSIS:

Merced County Association of Governments (MCAG) The Bus is submitting an application for federal funding to develop and construct a hydrogen fueling station at its operation and maintenance facility. This project supports regional goals for cleaner transportation, reduced emissions, and long-term sustainability. The station would serve MCAG's growing fleet of zero-emission buses and may also provide future opportunities for other public or private hydrogen vehicles in the region. The project represents a strong example of regional collaboration among local jurisdictions, transit agencies, and regional planners working together to support innovative infrastructure and climate goals. This coordinated effort positions Merced County as a leader in clean transit solutions and strengthens the region's competitiveness for state and federal funding. Staff recommends the City Council consider signing a letter of support to reinforce the City's role in advancing clean energy, regional connectivity, and sustainable transportation infrastructure.

II. FISCAL IMPACTS:

The letter of support has no fiscal impact on the City of Atwater.

III. LEGAL REVIEW:

The item has been reviewer by the City Attorney's office.

IV. EXISTING POLICY:

N/A

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been routed and reviewed by all relevant departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to speak 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:

After approval and signature is obtained, the letter of support will be forwarded to MCAG.

Approved and submitted by:

Chris Hoem, City Manager

Attachments:

1. (City of Atwater) Letter of Support for MCAG Hydrogen Fueling Station for Bus Fleet

City of Atwater

OFFICE OF THE CITY COUNCIL
1160 FIFTH STREET
ATWATER, CA 95301
(209) 357-6300

April 14, 2025

The Honorable Alex Padilla
U.S. Senate
331 Hart Senate Office Building
Washington, DC 20510

The Honorable Adam Schiff
U.S. Senate
112 Hart Senate office Building
Washington, DC 20510

The Honorable Adam Gray
U.S. House of Representatives
1230 Longworth House Office Building
Washington, DC 20515

Re: Support for MCAG FY26 Community Project Funding/Congressionally Directed Spending – Hydrogen Fueling Station for Bus Fleet

Dear Senator Padilla, Senator Schiff, and Representative Gray,

Please accept this letter as evidence of the City of Atwater's strong support for the Transit Joint Powers Authority for Merced County's (TJPA) application for Fiscal Year 2026 community project funding for the development and construction of a Hydrogen Fueling Station for The Bus. This project represents a critical step towards enhancing the sustainability and efficiency of the public transportation system in the Merced County region.

The proposed project aims to create hydrogen fueling infrastructure at TJPA's existing operations and maintenance facility for use by The Bus' fleet of vehicles. While battery electric buses (BEBs) currently dominate the transit vehicle market, it is essential for TJPA to adopt hydrogen fuel-cell technology, especially given the diverse and challenging physical environments in which the system operates.

Hydrogen fuel-cell electric buses (FCEBs) offer significant advantages over BEBs, including longer range capabilities and a faster fueling process, which is similar to refueling with other gaseous fuels like compressed natural gas. These benefits make FCEBs particularly well-suited for certain routes that BEBs may struggle to serve effectively. For instance, regional connections such as the ACE Bus Bridge and Amtrak Thru-way service would greatly benefit from the adoption of FCEB technology.

By supporting this project, TJPA is taking a proactive approach to developing the necessary infrastructure to accommodate and promote the acceptance of hydrogen fuel cell technology in the San Joaquin Valley. This forward-thinking initiative will ensure that FCEBs become a viable and sustainable option for TJPA and other regional transit agencies in the future, ultimately contributing to a cleaner and more efficient public transportation system.

The City of Atwater wholeheartedly endorses TJPA's application for funding and urges you to consider the significant positive impact this project will have on our community and the environment. Thank you for your attention to this important matter.

Sincerely,

_____
Mike Nelson
Mayor, City of Atwater

CITY COUNCIL
AGENDA REPORT

MEETING DATE:	April 14, 2025
TO:	Mayor and City Council
FROM:	Robert Ayuso, CAL FIRE-Battalion Chief, Richard McEachin, Police Chief
PREPARED BY:	Robert Ayuso, CAL FIRE-Battalion Chief
SUBJECT:	**Adopting the City of Atwater Public Safety Master Plan** (CAL Fire Battalion Chief Ayuso and Police Chief McEachin)

RECOMMENDED COUNCIL ACTION

Open the Public Hearing and take any testimony given;

Close the public hearing;

Motion to adopt Resolution No. 3527-25 approving the City of Atwater Public Safety Master Plan as prepared by Griffin Structures, Inc; or

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

The City of Atwater is committed to maintaining a safe and secure community for its residents and visitors. To achieve this, a comprehensive, forward-thinking strategy is necessary to address the city's public safety needs, both in the short and long term. As such, the development of a Public Safety Master Plan was initiated to assess current public safety conditions and establish a framework for enhancing public safety services across the city.

This Master Plan encompasses key aspects of emergency response, crime prevention, fire safety, community policing, disaster preparedness, and overall coordination between law enforcement and the fire department. It also considers demographic growth, the changing nature of crime, and the evolving needs of the community.

II. FISCAL IMPACTS:

The City Council adopted the Fiscal Year 2023/24 and 2024/25 budgets, which included a line item for the Public Safety Master Plan – Police and Fire (0004-1050-3030). Payments totaling $125,000 for Fiscal Year 2023/24 and $65,800 for Fiscal Year 2024/25 have been made to Griffin Structures, Inc. for all services rendered. No

additional fiscal impacts to the city.

This item has been reviewed by the Finance Director.

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), two (2) and four (4) of the City's 2020-2025 Strategic Plan: to ensure the City's continued financial stability, to improve public safety and optimize organizational structure, respectively.

V. ALTERNATIVES:

The City Council may choose not to adopt the Public Safety Master Plan or request specific revisions to the plan. However, without the adoption of a comprehensive plan, Atwater may face challenges in addressing future public safety needs, as the current strategy may not adequately account for the city's growth or evolving challenges.

VI. INTERDEPARTMENTAL COORDINATION:

The Fire and Police Departments will coordinate with the City Manager to execute all necessary documents.

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

This item is not a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

IX. STEPS FOLLOWING APPROVAL:

Following adoption, the City Clerk's office will finalize the Resolution and execute all necessary documentation.

Submitted by:

Bobby Ayuso,CAL Fire Battalion Chief and Richard McEachin, Police Chief

Approved by:

Chris Hoem, City Manager

Attachments:

1. Resolution No. XXXX-25 Adopts Public Safety Master Plan-c1
2. EXHIBIT "A" - Atwater Public Safety Master Plan Report

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER SETTING THE ATWATER PUBLIC SAFETY MASTER PLAN

WHEREAS, the City of Atwater has initiated a Citywide Public Safety Master Plan; and

WHEREAS, the City of Atwater's Public Safety Master Plan is adopted by resolution; and

WHEREAS, Griffin Structures, Inc was awarded the contract; and

WHEREAS, funds for the master plan have been appropriated in the fiscal year 2023-2024 & 2024-2025 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby adopt the City of Atwater Public Safety Master Plan as follows:

A. All previous resolutions that set and/or amend the Atwater Public Safety Master Plan are hereby repealed and superseded by Resolution No. XXXX-25

B. The Atwater Public Safety Master Plan, attached hereto as EXHIBIT "A" and made a part of herein, is hereby approved.

C. The purpose of the Atwater Public Safety Master Plan will be to serve as a comprehensive framework to ensure the safety and well-being of our community by outlining the strategies, policies, and resources needed to address both current and future public safety needs.

D. Effective Date. The Atwater Public Safety Master Plan shall be effective upon adoption of this resolution.

The foregoing resolution is hereby adopted this14th day of April 2025.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

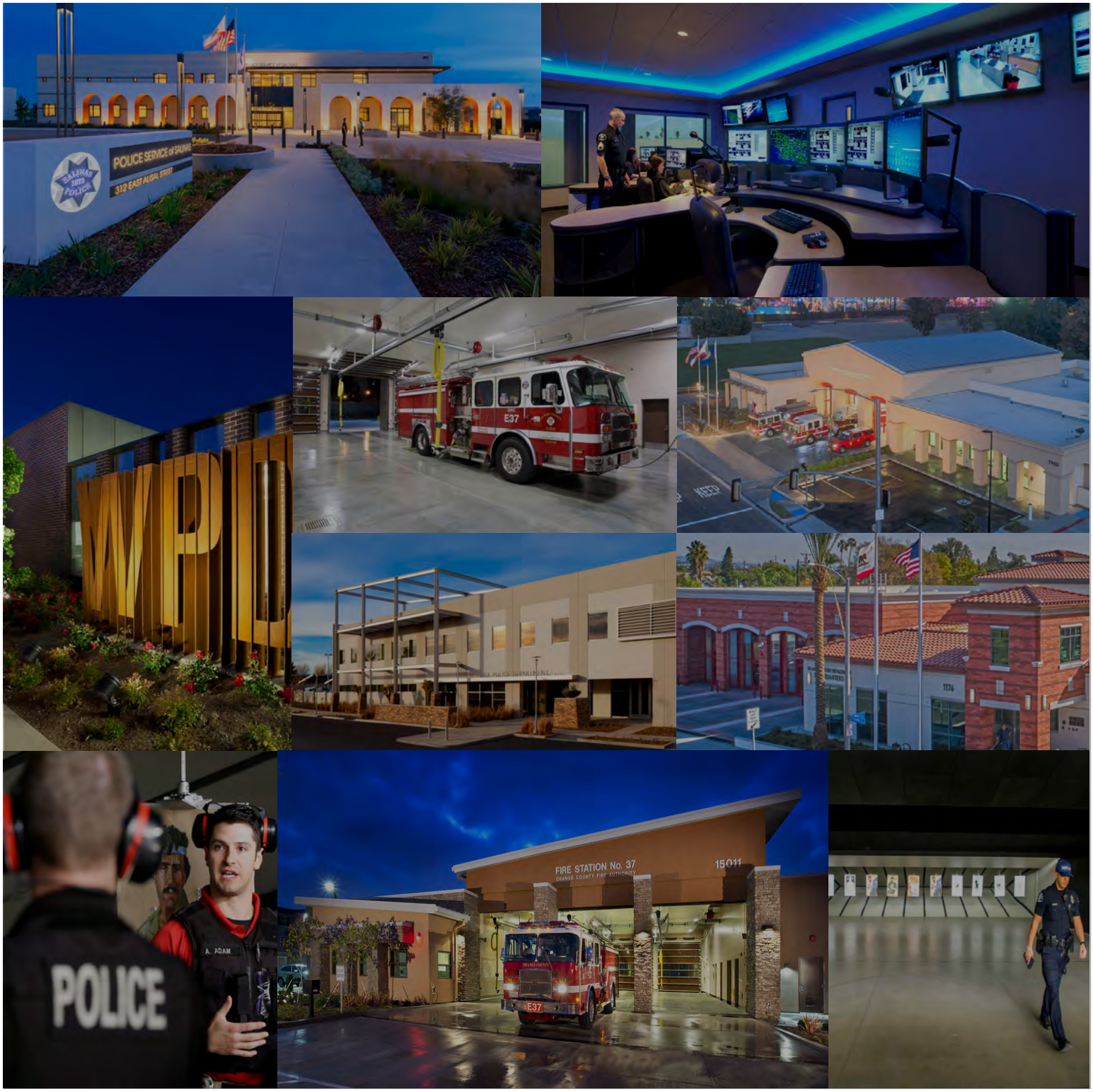
_____
KORY J. BILLINGS, CITY CLERK

GRIFFIN STRUCTURES

CITY OF ATWATER

Atwater Public Safety Master Plan

FEBRUARY 14, 2025



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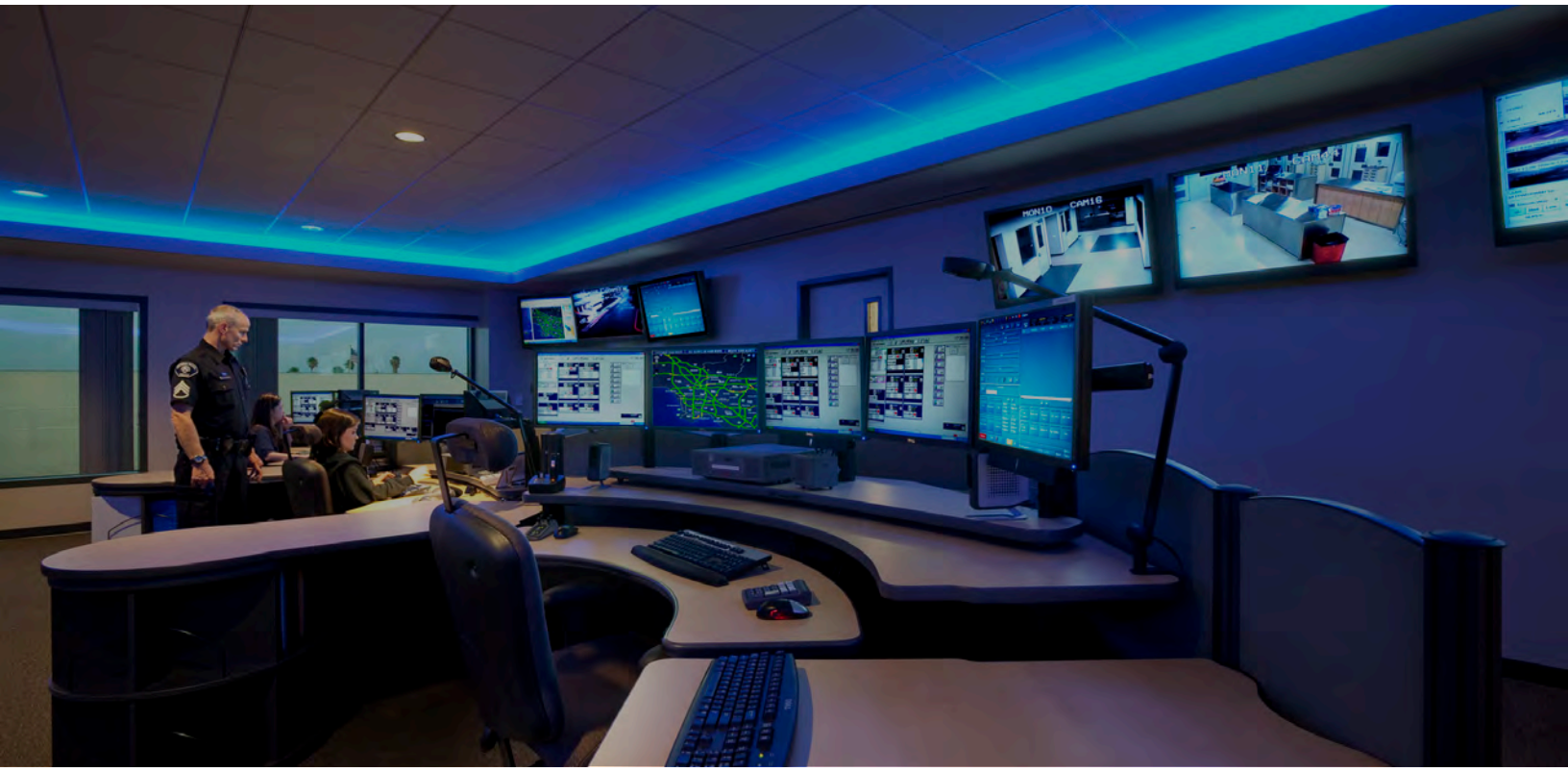


Acknowledgments

We sincerely appreciate the City of Atwater, along with its Police Department and Fire Department / CAL FIRE, for the opportunity to contribute to this important project. We are especially grateful to those who provided valuable input and assistance throughout the process.

A special thank you to City Manager, Chris Hoem, and Assistant City Manager / Community Development Director, Greg Thompson, for their leadership, as well as the Atwater Police Department Command Staff—including former Chief Salvador, newly appointed Chief McEachin, and Lieutenant Novetzke—for their insight and collaboration.

We also extend our gratitude to the Atwater Fire Department / CAL FIRE Command Staff, including Battalion Chiefs Ayuso, Lopes, Pimentel, and Carvalho, for their clear guidance, timely responses, and unwavering support. Your collective efforts were instrumental in shaping this project, and we truly appreciate your partnership.

CONSULTANT TEAM

Griffin Structures (Program & Construction Manager)

Prime Consultant

- Dustin Alamo, Project Manager
- Ariana Ramzian, Program Analyst
- Ryan Craven, Cost Estimator

Citygate Associates, LLC (Operational Assessment)

- Stewart Gary, Public Safety Principal
- Gary Elliott, Police Services Specialist

COAR Design Group (Project Architect)

- Jeff Katz, Principal
- Christie Jewett, Principal
- Courtney Sluder, Job Captain

Executive Summary & Key Findings

The City of Atwater hired our Team, Griffin Structures, to assess the current and future space needs for its Fire and Police Departments, ensuring facilities, staffing, and resources align with projected growth and evolving service demands. Our structured process included data collection, public safety gap analysis, staffing and space projections, conceptual design, and cost estimation. This report summarizes our findings and recommendations, integrating key insights from our Team providing the City with a Public Safety Master Plan.

PROJECT PROCESS

1. Data Collection & Facility Review

We began by reviewing building plans, organizational charts, staffing lists, population projects, service calls, crime statistics, response times, and operational reports from both departments.

- Fire Department: Analysis revealed that the City's two fire stations struggle to meet demand, particularly as northwest Atwater continues to develop. Fire Station 41 is aging and does not meet modern seismic and safety standards, requiring significant upgrades or replacement.
- Police Department: The current police facility is outdated, failing to meet modern essential facility and ADA requirements. The 9-1-1 Communications Center was flagged for non-compliance with accessibility regulations, requiring urgent upgrades.

During our site walks, we captured detailed documentation of existing conditions to better understand how spaces are being used today and how they can be optimized in the future.

2. Public Safety Gap Analysis

Our team conducted a summary-level gap analysis to compare Atwater's public safety programs, staffing, and facilities with expected population growth and industry best practices.

- Fire Department: Analysis indicated that current response times are barely adequate and will worsen without a third fire station. The existing two-station model is insufficient, particularly given anticipated 595 additional emergency calls per year by 2032.
- Police Department: The officer-to-population ratio (0.78 officers per 1,000 residents) is below the state average, limiting the department's ability to respond to service demands. Evidence storage is nearing capacity, and workspaces are inadequate for modern policing.

See Appendix 1A/1B for a more in-depth analysis on each respective department.

3. Staffing & Operational Projections

To plan for long-term operational needs, we interviewed department leadership and analyzed staffing levels, response trends, and citywide growth projections.

- Fire Department: Future staffing will require an increase from six to twelve personnel per shift across three stations to ensure adequate response capabilities at full city buildout.
- Police Department: Future facility planning must accommodate a growing force, expanded dispatch services, and modernized workspaces. Additional space for investigations, records, and property storage is also needed.

We also explored regional collaborations for

dispatch, forensic labs, and training as a potential way to optimize funding and resource sharing.

4. Space Needs Assessment

Through focused workshops, we worked with Battalion Chiefs, Police Command Staff, and department staff to determine how space is currently used and how future needs can be met.

Fire Department Facility Needs

Each fire station's facility program was reviewed in detail to ensure future functionality:

Fire Station 41 (Existing Facility - Central Command)

- Requires updated administration offices, living quarters, and conference space.
- Apparatus bay expansion needed to house five drive-thru bays, supporting engine companies, reserve engines, and utility vehicles.
- Improved fitness, decontamination, and turnout gear storage needed for firefighter health and efficiency.

Fire Station 42 (Existing Facility)

- Space upgrades required to accommodate additional firefighter dormitories and modernized living areas.
- Expansion of training and conference spaces to support multi-agency collaboration.
- Apparatus bay and support functions require enhanced SCBA storage, medical supply storage, and a decontamination room.

Fire Station 43 (Proposed New Facility)

- Designed to accommodate a full three-shift rotation of captains, engineers, and firefighters.
- Includes two drive-thru bays with future capacity for additional emergency response units.
- Features dedicated office space, dormitories, and fitness/training areas for fire personnel

Police Department Facility Needs

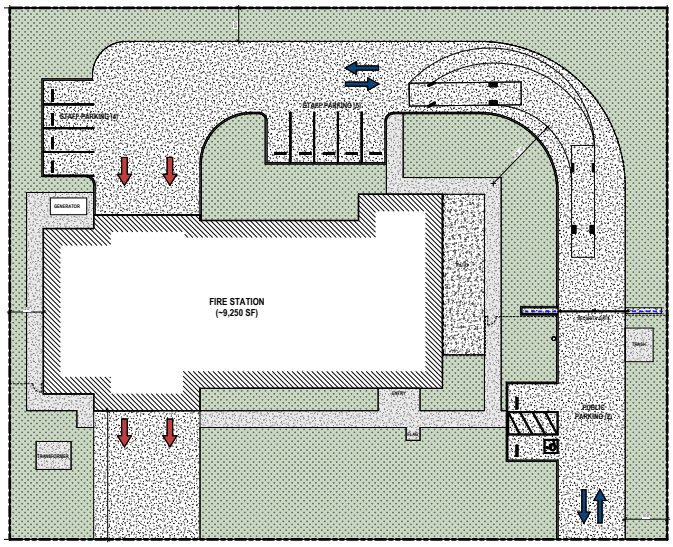
- Administrative space for the Chief, Lieutenants, and support staff is undersized, requiring larger offices and conference areas.
- Patrol division requires additional briefing rooms, holding cells, and secure evidence storage to align with modern policing demands.
- Dispatch center expansion is a priority, increasing capacity from two to four workstations to meet call volume growth.
- A larger locker room and fitness center are necessary for physical readiness of officers.
- Property and evidence storage space is critically limited, requiring expansion or relocation.

See Appendix 2A/2B/2C/2D for a more in-depth analysis on each respective department.

5. Conceptual Design Development

Based on our findings, we developed multiple planning options for each department, carefully balancing immediate operational improvements with long-term infrastructure needs. While our initial concepts were guided by the programmatic priorities identified in the space needs assessment, we refined our approach to ensure that practical, cost-effective solutions could be implemented within the constraints of existing facilities and budgetary realities. Our goal was to align strategic planning with financial feasibility, delivering a roadmap for both near-term enhancements and future expansion. The options follow this section.

- Fire Department: A new (third) station in northwest Atwater is essential, Fire Station 41 must be replaced or significantly remodeled, and Fire Station 42 includes adding an additional dorm to accommodate a larger shift.
- Police Department: A new police facility is the preferred long-term solution. However, if immediate replacement is not feasible, a temporary remodel or relocation to a repurposed commercial facility is recommended.



CONCEPT SITE PLAN - NEW FIRE STATION 43

6. Project Budgeting

Once design solutions were identified, cost estimates were developed to support informed decision-making. These estimates were based on quantitative space requirements, existing building conditions, and conceptual options, incorporating local construction conditions and market trends.

The cost model accounted for total project costs, including site preparation, construction, design, management, fees, permits, and contingencies, ensuring a comprehensive financial outlook.

Additionally, alternative material and design options were evaluated to provide cost-saving opportunities for the City.

Maintaining full operational capacity for the Police Department was a key consideration, influencing cost factors such as project timing and escalation. By aligning financial feasibility with operational needs, the estimates provide a clear roadmap for implementation. The costs for each facility can be found following the conceptual design options.

CONCLUSION & NEXT STEPS

Our analysis confirms the City of Atwater's current public safety facilities and staffing levels are insufficient for future demand. Key recommendations include:

Fire Department

- Replace Fire Station 41 and add a third fire station (43) in northwest Atwater.
- Increase daily staffing from six to twelve personnel to meet future service needs.
- Establish clear response time goals and monitoring policies.

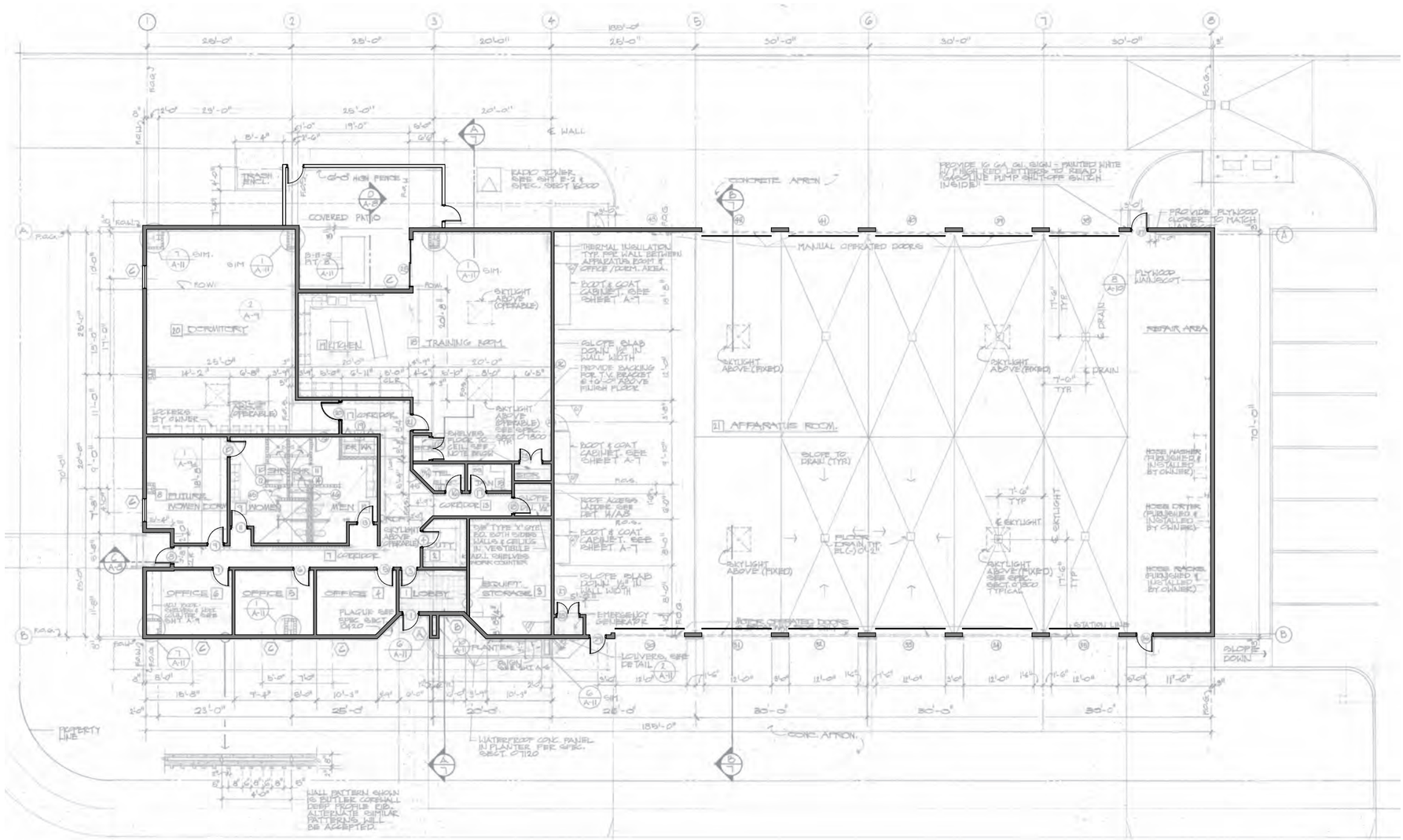
Police Department:

- Pursue ADA-compliant dispatch upgrades immediately.
- Plan for a new police facility, with a short-term option to remodel or relocate.
- Expand evidence storage, workspaces, and staff facilities to support a growing force.

By implementing these recommendations, the City of Atwater can enhance public safety operations, improve response times, and ensure facilities are designed to serve the community for decades to come.

Recommended Plans & Budget

FIRE STATION 41 RENOVATION — EXISTING



ATWATER POLICE-FIRE STUDY

EXISTING FLOOR PLAN - STATION 41 RENOVATION

SCALE: 1/8" = 1'-0"

coar DESIGN GROUP

CONCEPT PLANS 11/25/24

FIRE STATION 41 RENOVATION — OPTION 1

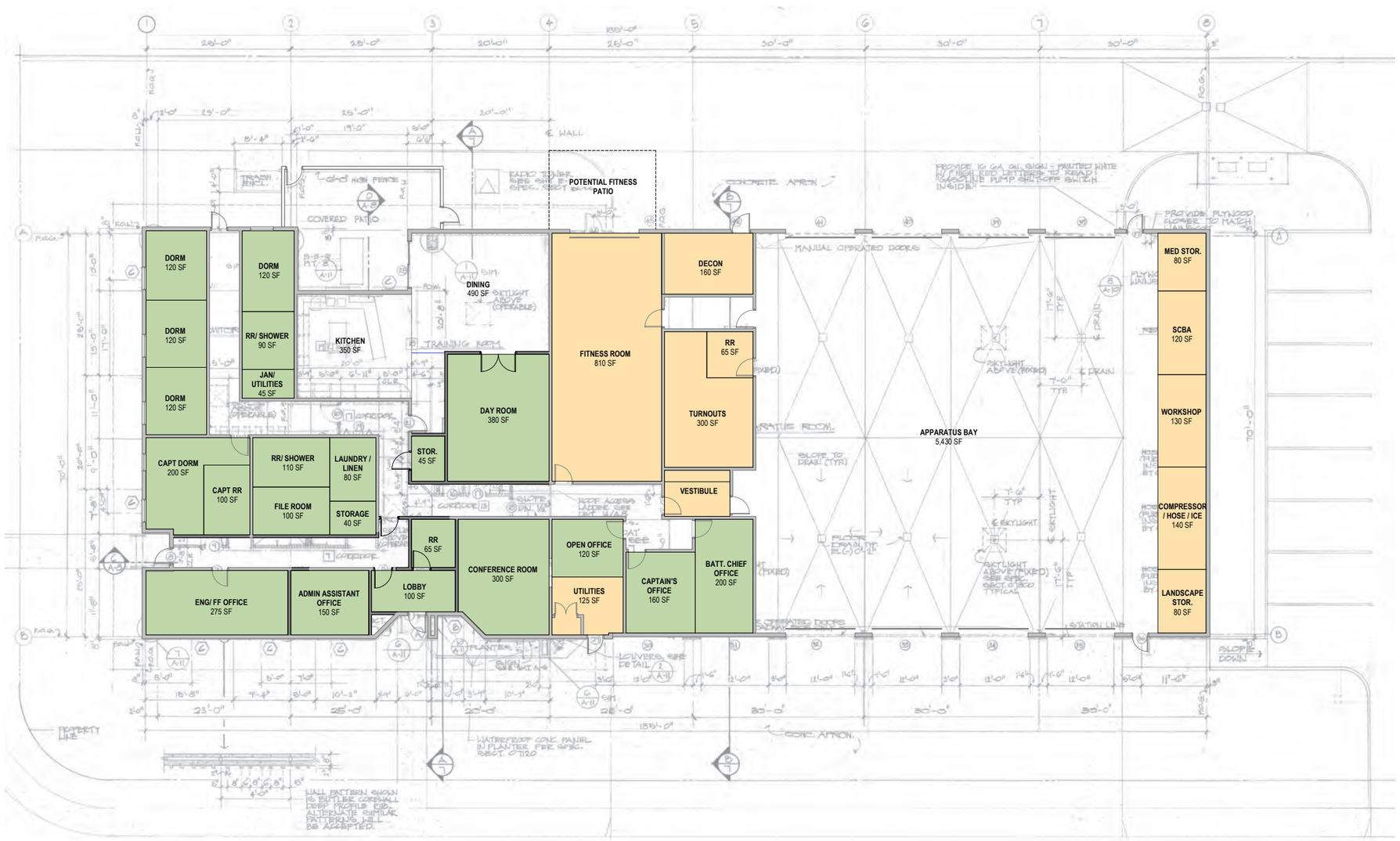
ATWATER POLICE-FIRE STUDY

OPTION 1 - STATION 41 RENOVATION

SCALE: 1/8" = 1'-0"

CONCEPT PLANS 11/25/24

FIRE STATION 41 RENOVATION — OPTION 2



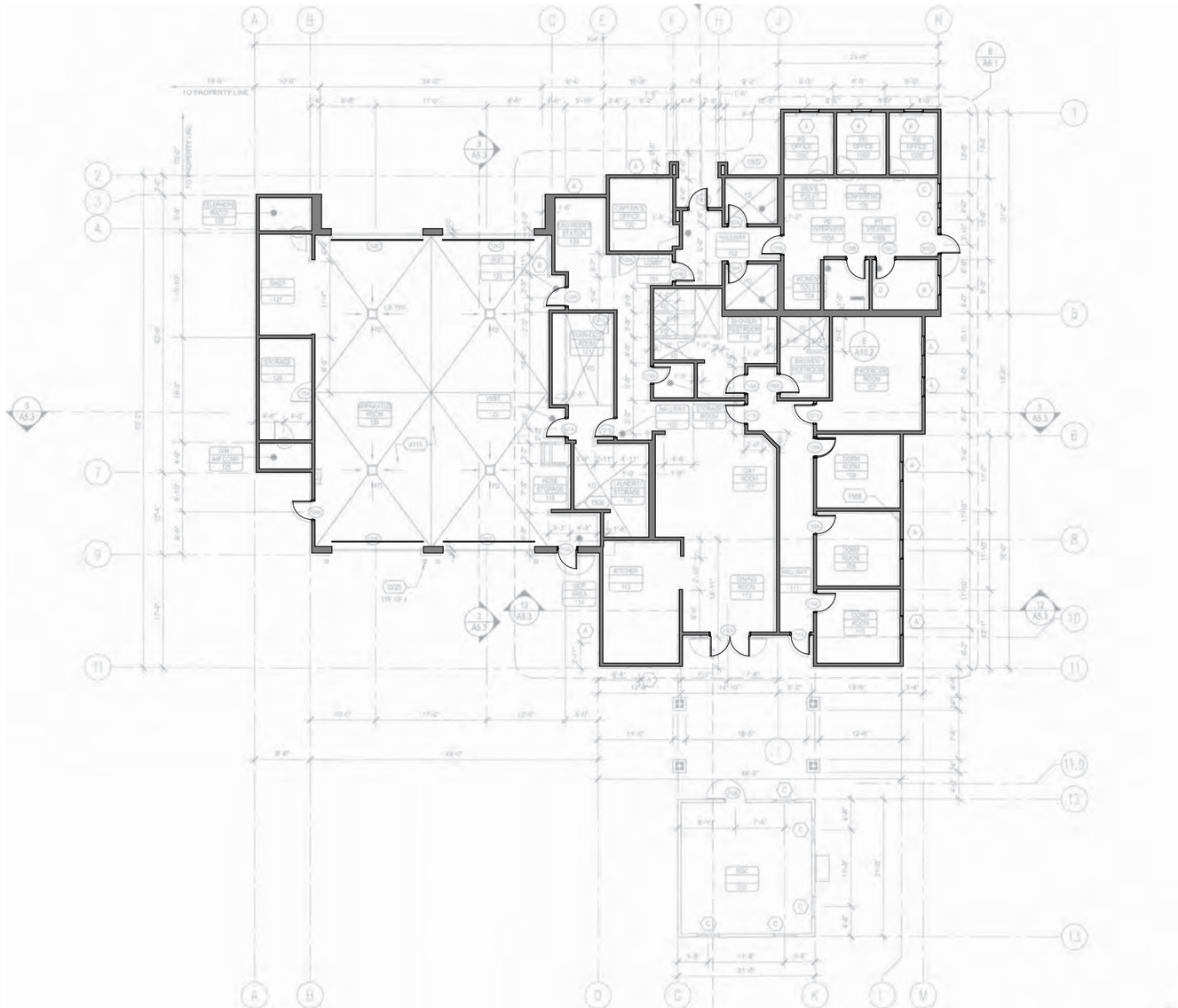
ATWATER POLICE-FIRE STUDY

OPTION 2 - STATION 41 RENOVATION

SCALE: 1/8" = 1'-0"

CONCEPT PLANS 11/25/24

FIRE STATION 42 RENOVATION — EXISTING



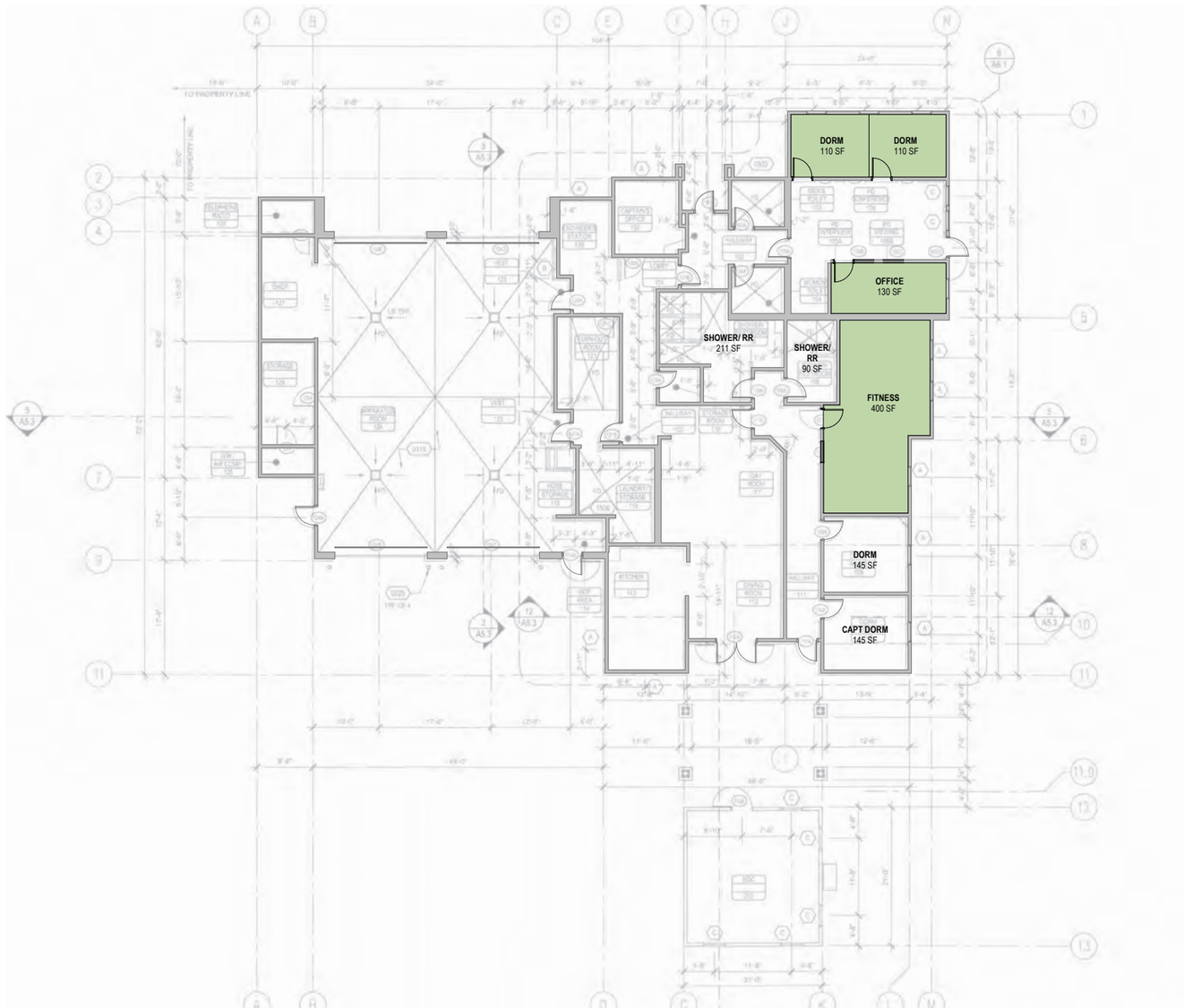
ATWATER POLICE-FIRE STUDY

EXISTING FLOOR PLAN - STATION 42 RENOVATION

SCALE: 1/8" = 1'-0"

CONCEPT PLANS 11/25/24

FIRE STATION 42 RENOVATION — OPTION 1



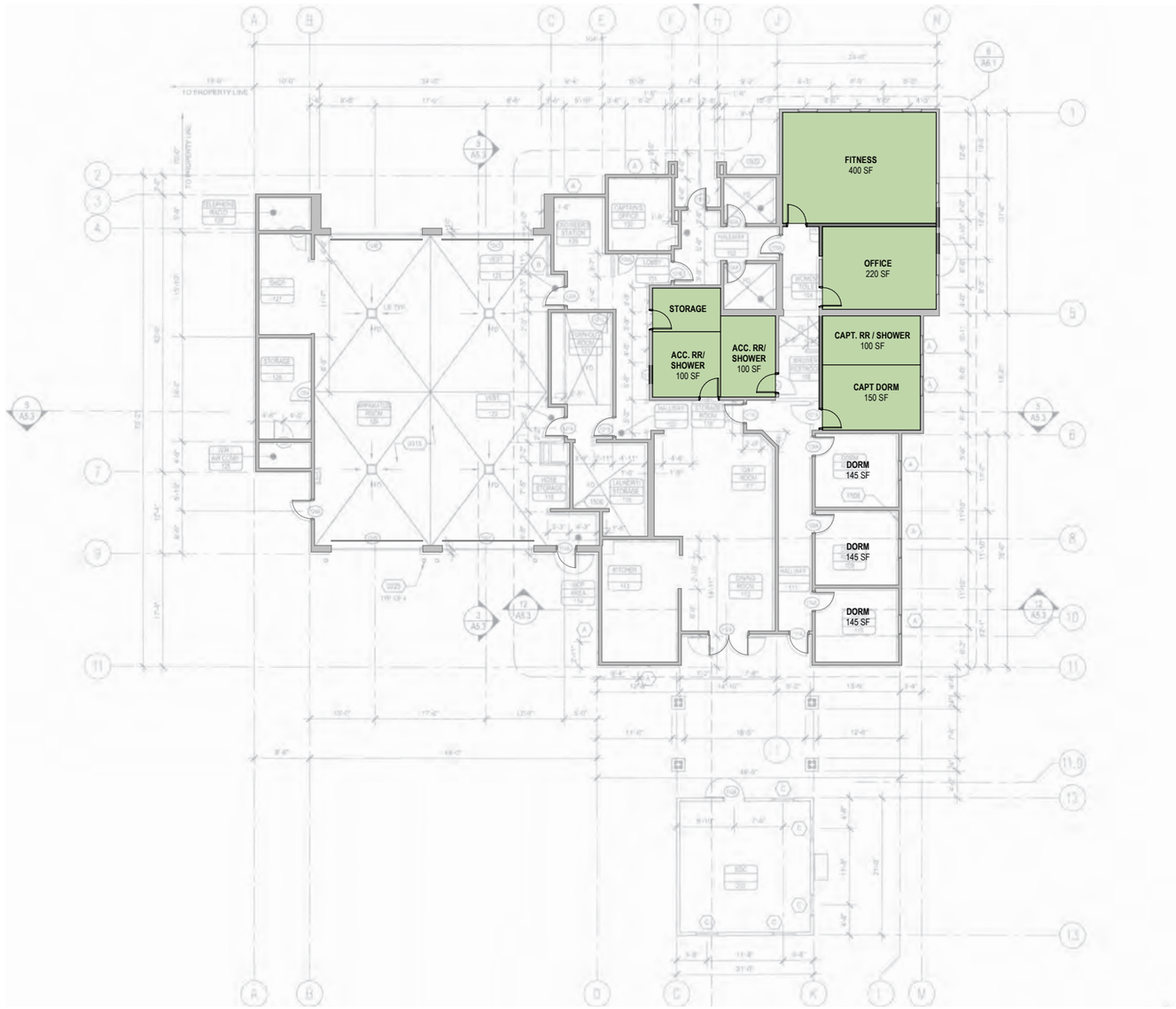
ATWATER POLICE-FIRE STUDY

OPTION 1 - STATION 42 RENOVATION

SCALE: 1/8" = 1'-0"

CONCEPT PLANS 11/25/24

FIRE STATION 42 RENOVATION — OPTION 2



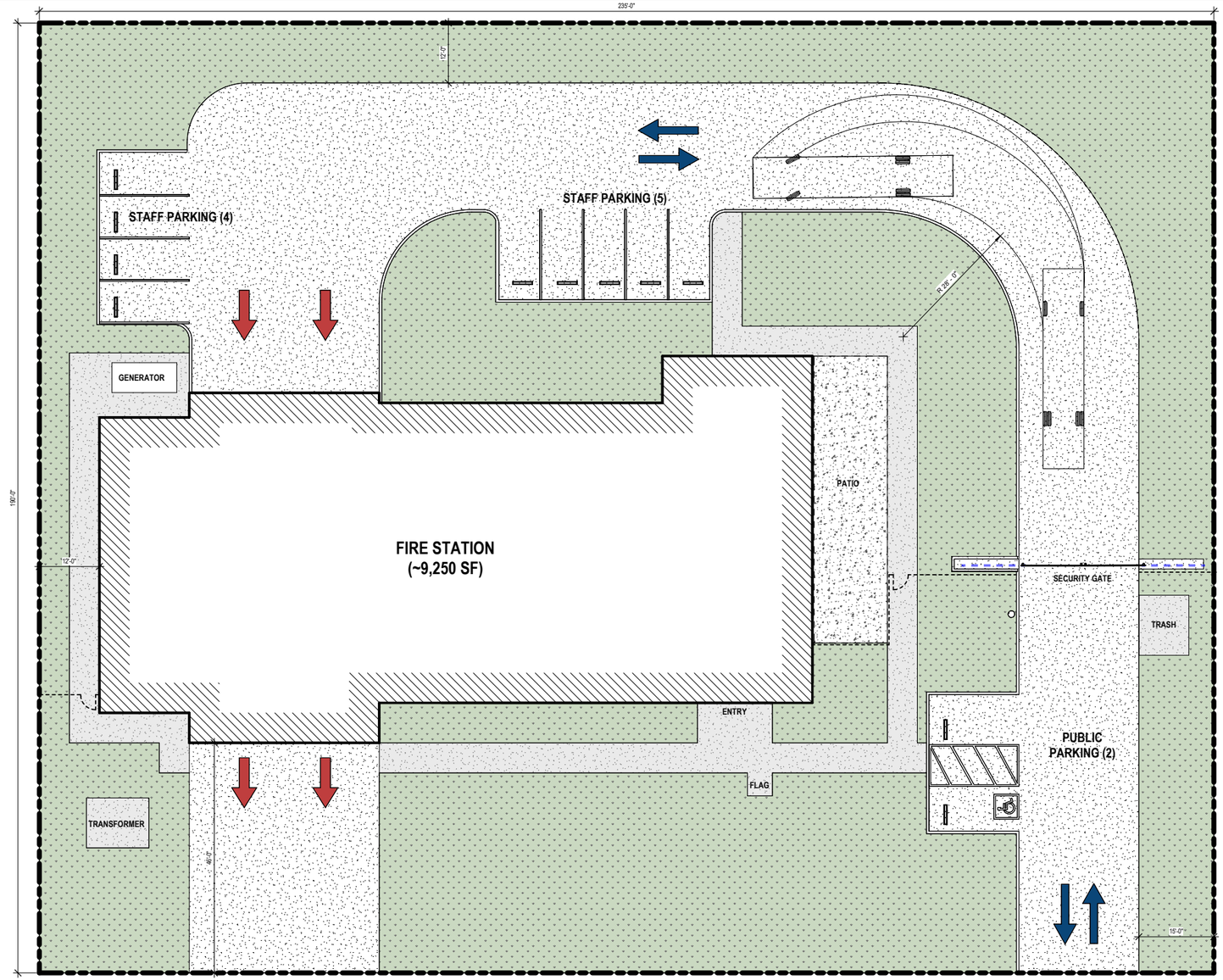
ATWATER POLICE-FIRE STUDY

OPTION 2 - STATION 42 RENOVATION

SCALE: 1/8" = 1'-0"

CONCEPT PLANS 11/25/24

FIRE STATION 43 NEW CONSTRUCTION — SITE PLAN



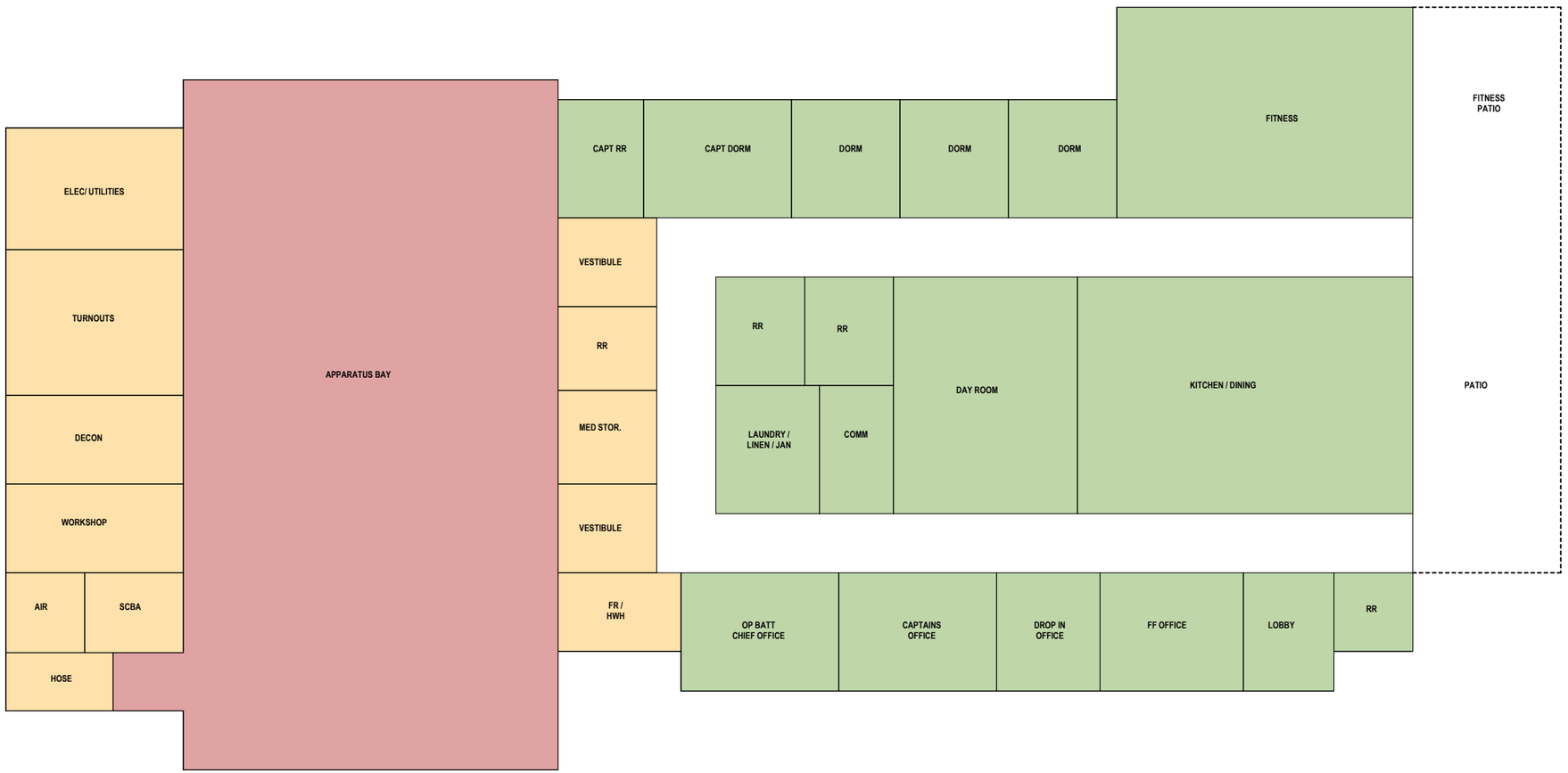
ATWATER POLICE-FIRE STUDY

SITE PLAN - NEW STATION 43

SCALE: 1" = 10'-0"

CONCEPT PLANS 11/25/24

FIRE STATION 43 NEW CONSTRUCTION — FLOOR PLAN



ATWATER POLICE-FIRE STUDY

FLOOR PLAN - NEW STATION 43

SCALE: 3/16" = 1'-0"

CONCEPT PLANS 11/25/24

POLICE DEPARTMENT RENOVATION — SITE PLAN

ATWATER POLICE-FIRE STUDY

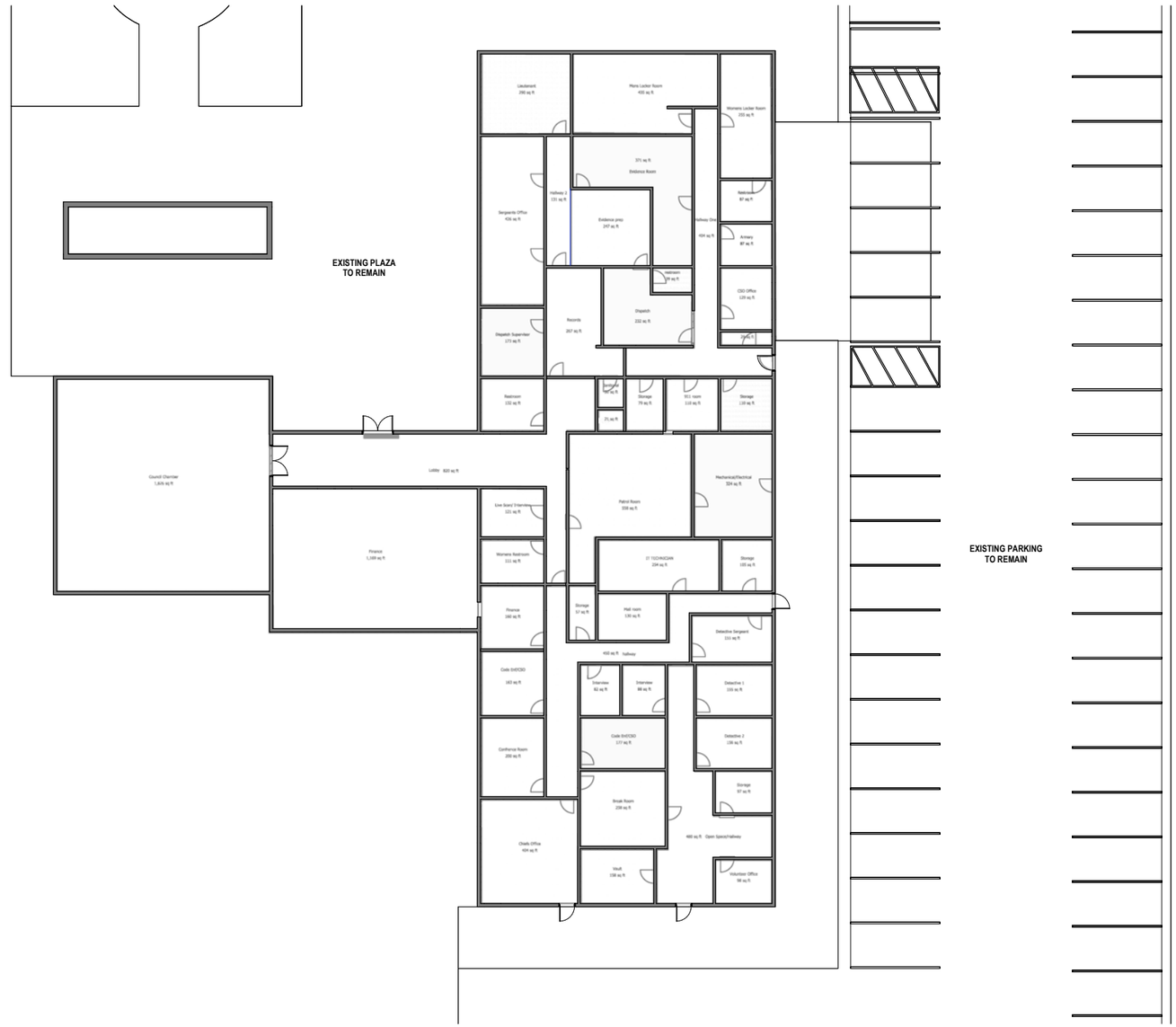
SITE PLAN - POLICE DEPARTMENT RENOVATION

coar DESIGN GROUP

SCALE: 1" = 30'-0"

CONCEPT PLANS 01/30/25

POLICE DEPARTMENT RENOVATION — EXISTING



ATWATER POLICE-FIRE STUDY

EXISTING FLOOR PLAN - POLICE DEPARTMENT RENOVATION

SCALE: 3/32" = 1'-0"

CONCEPT PLANS 01/30/25

POLICE DEPARTMENT RENOVATION — OPTION 1

ATWATER POLICE-FIRE STUDY

OPTION 1 - POLICE DEPARTMENT RENOVATION

SCALE: 3/32" = 1'-0"

CONCEPT PLANS 02/05/25

POLICE DEPARTMENT RENOVATION — OPTION 2

ATWATER POLICE-FIRE STUDY

OPTION 2 - POLICE DEPARTMENT RENOVATION

SCALE: 3/32" = 1'-0"

coar DESIGN GROUP

CONCEPT PLANS 01/30/25

CONCEPTUAL STATEMENT OF PROBABLE COST

See Appendix 3 for the detailed project budget.

	Fire Station 41		Fire Station 42		Fire Station 43	Police Department		
Component	Option 1	Option 2	Option 1	Option 2	Option 1	Option 1	Option 2	Comment
1 CONSTRUCTION COSTS	**8,013,000**	**8,528,000**	**1,447,000**	**2,143,000**	**17,679,000**	**3,853,000**	**13,946,000**	
Building Materials and Labor	6,976,200	7,441,280	1,242,930	1,864,395	9,712,500	3,171,000	11,508,000	
Site Improvements	250,000	250,000	50,000	50,000	5,514,740	304,000	504,000	
Escalation to Midpoint of Construction (varies)	786,478	837,096	154,320	228,496	2,452,244	378,209	1,934,451	
2 GEOTECHNICAL	**15,000**	**15,000**	**0**	**0**	**30,000**	**15,000**	**30,000**	
Soils Reports (Buildings, Parking Areas)	15,000	15,000	N/A	N/A	30,000	15,000	30,000	Allowance
3 ENVIRONMENTAL	**5,000**	**5,000**	**0**	**0**	**0**	**5,000**	**5,000**	
Environmental Impact Report (EIR) / CEQA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Site expected to be clear
ACM/LBP Report	5,000	5,000	N/A	N/A	N/A	5,000	5,000	N/A
4 DEPUTY TESTING AND INSPECTION	**50,000**	**50,000**	**10,000**	**10,000**	**270,000**	**60,000**	**210,000**	
Soils Testing (Deputy Inspections)	10,000	10,000	0	0	90,000	20,000	70,000	Allowance
Materials Testing (Deputy Inspections)	40,000	40,000	10,000	10,000	180,000	40,000	140,000	Allowance
5 A/E SERVICES	**810,000**	**860,000**	**150,000**	**220,000**	**1,770,000**	**390,000**	**1,400,000**	
Conceptual Design	810,000	860,000	150,000	220,000	1,770,000	390,000	1,400,000	Based on 10% fee
Schematic Design	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	
Design Development	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	
Construction Administration	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	
FF&E Procurement	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	
6 FIXTURES, FURNISHINGS, & EQUIPMENT (FF&E)	**225,000**	**250,000**	**50,000**	**50,000**	**570,000**	**155,000**	**755,000**	
Buildings	120,000	130,000	20,000	20,000	460,000	150,000	330,000	Allowance of $50/SF
Lockers	40,000	40,000	N/A	N/A	40,000	N/A	150,000	Allowance
Fitness Room Equipment	60,000	60,000	30,000	30,000	45,000	N/A	250,000	Allowance
Site	5,000	20,000	N/A	N/A	25,000	5,000	25,000	Allowance
7 TEMPORARY FACILITIES AND RELOCATION	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Temporary Facilities	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Relocation Expenses	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
8 ELECTRONIC SYSTEMS AND SPECIAL EQUIPMENT	**320,000**	**340,000**	**60,000**	**80,000**	**700,000**	**160,000**	**560,000**	
Computers, Phones, Servers, Etc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	City to advise on requirement, if any
AV Systems	160,000	170,000	30,000	40,000	350,000	80,000	280,000	Based on 2% of Construction Costs
Security Equipment	160,000	170,000	30,000	40,000	350,000	80,000	280,000	Based on 2% of Construction Costs
9 PROGRAM & CONSTRUCTION MANAGEMENT	**400,000**	**400,000**	**75,000**	**75,000**	**900,000**	**190,000**	**400,000**	
Overhead, Fee & Administration costs	400,000	400,000	75,000	75,000	900,000	190,000	400,000	Allowance
10 UTILITY COMPANY CONNECTION SERVICES AND FEES	**25,000**	**25,000**	**10,000**	**2,500**	**100,000**	**10,000**	**50,000**	
Electric Service	5,000	5,000	2,500	2,500	20,000	2,500	10,000	Allowance
Water Service	5,000	5,000	2,500	N/A	20,000	2,500	10,000	Allowance
Sewer Service	5,000	5,000	2,500	N/A	20,000	2,500	10,000	Allowance
Gas Service	5,000	5,000	2,500	N/A	20,000	2,500	10,000	Allowance
Phone/Data/Cable Service	5,000	5,000	N/A	N/A	20,000	N/A	10,000	Allowance
11 CITY OF ATWATER FEES AND ADMINISTRATION	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Plan Check, Permit Fees, and Building Inspections	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Assumes exempt from fees
12 CONTINGENCY: CITY OF ATWATER	**1,696,000**	**1,803,000**	**307,000**	**451,000**	**1,985,000**	**820,000**	**1,566,000**	
Course of Construction Contingency	1,603,000	1,706,000	289,000	429,000	1,768,000	771,000	1,395,000	20% for renovation; 10% for new construction
Soft Cost Contingency	93,000	97,000	18,000	22,000	217,000	49,000	171,000	5% Allowance on all Soft Costs
TOTAL PROJECT COSTS	**$11,559,000**	**$12,276,000**	**$2,109,000**	**$3,031,500**	**$24,004,000**	**$5,658,000**	**$18,922,000**	

NOTES:

1. Construction costs are based on February 2025 values and include escalation depending on the start and duration of construction.
2. This Statement of Probable Cost is based on current level of documentation available which is a visual observation of current facilities. Estimates are developed on reasonable best efforts to assess geographic considerations, assumed building type, construction methods, current labor rates and material costs, and local market conditions to generate an opinion of possible project specific costs. Adjustments to this estimate could produce amendments to subsequent and future project budget updates based upon changes in project specific requirements, program refinement or unforeseen adjustments in local market conditions affecting both direct and indirect costs.

Appendix 1A.

Citygate Study
Fire Services Master Plan

CITYGATE
FIRE & EMS

FIRE SERVICES MASTER PLAN

CITY OF ATWATER, CA

JULY 15, 2024

CITYGATE
FIRE & EMS

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EXECUTIVE SUMMARY

The City of Atwater (City) retained Citygate Associates, LLC (Citygate) to conduct a high-level Fire Services Master Plan update based on nationally recognized guidelines and best practices, federal and state mandates, and relevant local and regional operating procedures. This assessment is intended to evaluate the City's current fire service staffing and response performance and recommend appropriate staffing, deployment, and fire stations adequacy as part of a Citywide Public Safety master plan.

This planning effort reviews the firefighting and emergency medical service resources to best protect the values at risk within the City's service area from fire and non-fire hazards. The master plan is intended to provide recommendations for potential future improvement of services and incorporate relevant data analysis and benchmarking to recommended best practice standards and City-established performance goals.

This report is presented in multiple parts, including this Executive Summary; study introduction and background information; the detailed Standards of Coverage (SOC) assessment supported by response statistics; all findings and recommendations; next steps; and a community risk assessment (**Appendix A**). Overall, there are **9 key findings** and **6 actionable recommendations**.

POLICY CHOICES FRAMEWORK

> There are no mandatory federal or state regulations directing the level of fire service staffing, response times, or outcomes. If services are provided, however, local, state, and federal regulations must be followed to ensure the safety of the public and the personnel providing the services. The level of service provided, and any resultant cost, is a local policy choice. Thus, there is often a constructive tension between the desired level of fire service and the level that can be funded, and many communities may not have the level of fire services they desire.

The City's previous Fire Services Master Plan was delivered in 2008 and was also conducted by Citygate Associates.

FIRE SERVICE DEPLOYMENT SUMMARY

Fire service deployment, simply summarized, is about the ***speed*** and ***weight*** of response.

Speed refers to initial response resources—typically engines, squads, or ambulances—strategically deployed across a jurisdiction within a specified time interval to mitigate routine-to-moderate emergencies to achieve desired outcomes.

Weight refers to multiple-unit responses for more serious emergencies such as building fires, multiple-patient medical emergencies, vehicle collisions with extrication required, or technical rescue incidents where enough firefighters must be assembled within a time interval to safely control the emergency and prevent it from escalating into an even more serious event.

Adequate incident response is not defined by the number of physical apparatuses responding to a particular emergency; rather, it is defined as the appropriate number of firefighters with the right training and equipment to safely mitigate the emergency. Within the fire service deployment process, positive outcomes are the goal. From that goal, staffing and travel time can be calculated to determine appropriate fire station spacing (distribution and concentration). Serious medical emergencies and building fires have the most severe time constraints.

Even where state or local fire codes require fire sprinklers in residential dwellings, it will be several decades before enough homes within the City's service area are remodeled or replaced with automatic fire sprinklers. If desired outcomes include confining fire damage to only part of the inside of an affected building or minimizing permanent impairment or death resulting from a medical emergency, then the City will need a response performance that is consistent with a best practices-based recommendation of first-due unit arrival within 7:30–8:30 minutes of a 9-1-1 dispatch notification.

STAFFING AND STATION LOCATIONS SUMMARY

The existing staff complement of six personnel on duty, plus one command Chief Officer , *does not* provide a minimally sufficient *weight of response* to complete the critical tasks necessary to safely resolve even a moderately complex incident, let alone a more serious event such as a building fire, multiple-patient EMS emergency, vehicle collision with extrication required, or technical rescue. Given the travel distance and low staffing, mutual aid units are needed to achieve a barely adequate acceptable weight of response. Additionally, there is the possibility of some County Fire Station closures in the summer of 2024 as well.

With the exception of its west by northwest sides, the City's growth is constrained by neighboring jurisdictions. This area, particularly with recent annexations, has extended well beyond the reasonable reach of 1.5 miles or a 5:00-minute travel time from either existing fire station.

As substantial growth occurs, Citygate recommends the City add a third fire station with one three-person crew in the northwest area of the City. This would increase the number of fire station personnel on duty to nine, providing capacity to complete at least the key critical tasks related to serious and simultaneous emergencies in sufficient time.

As the City approaches its final buildout size sometime in the late 2030s, the City should add a fourth firefighter to each of the three crews, raising Citywide staffing to 12 and decreasing dependence on mutual aid.

FACILITY SUMMARY

Fire Station 41, at 699 Broadway Avenue in the western core area of the City, was the City's first fire station. Station 41 is large in size, but it is also 42 years old. Most of its square footage is apparatus parking bays which allows for ample indoor equipment storage. The station was built in the era of volunteers and did not provide for administrative spaces or overnight on-duty firefighters. Over the decades, modest remodels have expanded the office and crew living quarters sections. Given its age, the station was built long before the California Essential Facilities Act required seismic hardening and other regulatory bodies required health and safety standards for fire stations to protect personnel.

Fire Station 42, at 2006 Avenue Two, is in the southeastern side of the City. It houses the City's most recently added second fire crew of three personnel. The building is only 18 years old and meets some seismic, essential facility, and firefighter safety standards. It contains office and living spaces for the on-duty crew and serves as the City's Emergency Operations Center (EOC).

In summary, Fire Station 41 is approaching the end of its useful life and replacement with a modern facility should be considered by the City. In the near term, one apparatus bay can be repurposed to increase administrative spaces. Fire Station 42 is adequate and will require repairs as it ages.

FINDINGS AND RECOMMENDATIONS

The following are all findings and recommendations from this assessment.

Findings

Finding #1: Currently, the City is not annually reporting response time measures (either average or percent of goal) and does not have a response time policy that has been adopted by City Council.

Finding #2: For purposes of projecting future Fire Department incident demand, Citygate will use a resident per 1,000 population incident demand rate of 1.49 percent.

Finding #3: The City's two fire crews could both be responding to incidents during peak-demand daylight hours and, in total, are insufficient to handle a serious fire without mutual aid.

Finding #4: The current fire unit response times are barely adequate for the existing City; however, ensuring response time coverage to the built-out City will require a minimum of three fire stations.

Finding #5: By 2032, modest population growth and the resulting increase of approximately 595 annual emergency incidents will exacerbate the need for a third fire station.

Finding #6: Due to its age, Station 41 does not meet legacy or current seismic and essential facility safety standards. Replacement options should be considered for this facility and, as an interim step, key renovations should be implemented to address administrative needs.

Finding #7: Until Station 41 is replaced, one apparatus bay adjacent to the office/crew spaces could be remodeled for administrative office space.

Finding #8: To maintain response times as the City grows to the northwest, a third fire station and crew should be added.

Finding #9: As fire stations are replaced, added, or remodeled, fire crew spaces should be designed to support four firefighters on duty. This would be closer to City build-out, needing 12 firefighters per day.

Recommendations

Recommendation #1: **Adopt Response Goal Policies:** The City should adopt response performance measures to aid deployment planning and monitor response performance. The measures of time should be designed to deliver outcomes that will save EMS patients, when possible, upon arrival and prevent minor fires from escalating into more serious situations. With this is mind, Citygate recommends the following measures.

1.1 **First-Due Unit:** To treat pre-hospital medical emergencies and control small fires, the first-due unit should arrive within 8:00 minutes, 90 percent of the time, from receipt of the 9-1-1 call at CAL FIRE dispatch to incidents within the City's service area. This equates to 1:00 minute for call processing / dispatch, 2:00 minutes for crew turnout, and 5:00 minutes for travel.

1.2 **Multiple-Unit Effective Response Force for Serious Emergencies:** To confine building fires near the room or rooms of origin, keep vegetation fires under one acre in size, and treat multiple medical patients at a single incident, a multiple-unit ERF of at least **16** personnel, including at least 1 Chief Officer, should arrive as soon as possible in the City from the time of call receipt at the CAL FIRE dispatch center.

1.3 **Hazardous Materials Response:** To protect the City's service area from hazards associated with uncontrolled release of hazardous and toxic materials, the fundamental mission of the City's response is to isolate the hazard, deny entry into the hazard zone, and minimize impacts on the community. This can be achieved with a first-due total response time of 8:00 minutes or less within the service area to provide initial hazard evaluation and mitigation actions. After the initial evaluation is completed, a determination can be made whether to request additional resources to mitigate the hazard.

1.4 **Technical Rescue:** To respond to technical rescue emergencies as efficiently and effectively as possible with enough trained personnel to facilitate a successful rescue, a first-due total response time of 8:00 minutes or less within the service area is required to evaluate the situation and initiate rescue actions. Additional resources should assemble as soon as possible to safely complete rescue/extrication and delivery of the victim to the appropriate emergency medical care facility.

Recommendation #2:	Remodel Fire Station 41 to provide more administrative space during the five years it could take to replace the entire station.
Recommendation #3:	Fire Station 41 should be completely replaced.
Recommendation #4:	A third fire station will be needed in the north to northwest area of the City once annexations and development patterns are approved.
Recommendation #5:	As the pace of new growth exceeds the capacity of the single Fire Marshal, add one Fire Inspector.
Recommendation #6:	As the City approaches buildout, add a fourth firefighter to each of the three fire crews, increasing the number of on-duty fire personnel to 12 per day.

NEXT STEPS

Near Term

- Review and consider the content, findings, and recommendations of this report.
- Adopt response performance goals as recommended.
- Develop a facilities plan to remodel Station 41 for administrative space.

Longer Term

- Seek capital funding to completely replace Station 41.
- As growth and annexations become approved, site, construct, and staff a third fire station in the northwest area of the City.
- Add a Fire Inspector position as workloads increase beyond what can be managed by one Fire Marshal.
- Monitor response performance against adopted goals.
- As the City approaches buildout, increase daily staffing in the three fire stations from nine to twelve per day by adding a fourth firefighter to each of the three fire crews.

SECTION 1—INTRODUCTION AND BACKGROUND

The City of Atwater (City) retained Citygate Associates, LLC (Citygate) to conduct a high-level Fire Services Master Plan update based on nationally recognized guidelines and best practices, federal and state mandates, and relevant local and regional operating procedures. This assessment is intended to evaluate the City's current fire service staffing and response performance and recommend appropriate staffing and deployment of firefighting and emergency medical service resources to best protect the values at risk within the City's service area from fire and non-fire hazards.

Citygate's Work Plan reflects Citygate's Project Team members' experience in fire administration and deployment. Citygate utilizes various National Fire Protection Association (NFPA) and Insurance Services Office (ISO) publications as best practice guidelines, along with the self-assessment criteria of the Commission on Fire Accreditation International (CFAI). This is a systems-based approach using local risk and demographics to determine the level of protection best fitting the City's needs.

1.1 REPORT ORGANIZATION

This report is organized into the following sections.

EXECUTIVE SUMMARY	A summary of current services and significant challenges, including all findings and recommendations.
SECTION 1	**Introduction and Background:** An introduction to the study and background information about the City.
SECTION 2	**Standards of Coverage (SOC) Assessment:** An overview of the SOC process and detailed analysis of the City's existing deployment model, emergency outcome expectations, community risk assessment summary, staffing needed for different emergencies (critical tasks), reliability and historical response measures effectiveness, and a concluding overall deployment evaluation.
APPENDIX A	**Community Risk Assessment:** A comprehensive assessment of the values at risk to be protected within the City service area and evaluation of the fire and non-fire hazards likely to impact the service area as related to services provided by the City.
APPENDIX B	**Fire Station Physical Assessment:** A detailed Facilities Assessment of the conditions of the City's fire stations to meet building, safety, and functional requirements.

1.1.1 Goals of the Report

This report cites findings and makes recommendations, as appropriate, related to each finding. Throughout the report, findings and recommendations are sequentially numbered.

This document provides technical information about how fire services are provided and legally regulated and how the City is currently providing fire and first responder emergency medical services (EMS). This information is presented in the form of recommendations and policy choices for the City to consider.

The outcome is a robust technical foundation that enables City leadership to comprehensively assess the pros and cons of available options in service provision. This includes determining the desired level of outcomes and associated expenses.

1.1.2 Limitations of the Report

There are no federal or state regulations mandating the level of fire service staffing, response performance, or outcomes. During the public policy process, every community or jurisdiction is tasked with comprehending local fire and non-fire risks, as well as its capacity to finance fire services. Subsequently, it can then select its desired level of services accordingly. *If* fire services are provided at all, federal and state regulations specify how to safely provide them, both for the public and the personnel providing services.

While this report and technical explanation can provide a framework for the discussion of the City's fire and emergency medical services, neither this report nor the Citygate team can make the final decisions or cost out every possible alternative in detail. Once final policy choices receive City Council direction, City staff can conduct any final cost and fiscal analyses as typically completed in the City's normal budget preparation process.

1.2 Project Approach and Scope of Work

1.2.1 Project Approach and Research Methods

Citygate utilized multiple sources to gather, understand, and model information about the City and its Fire Department. Citygate requested a substantial amount of relevant background data and information to better understand current service levels, the history of service level decisions, and other prior studies.

In virtual meetings, Citygate performed focused interviews of the Department's project team members and other project stakeholders. Citygate reviewed demographic information about the service area, including the potential for future growth and development. Citygate also obtained response data from which to model current and projected fire service deployment, with the goal to

identify the location(s) of station(s) and crew quantities needed to best serve the service area as it currently exists and facilitate future deployment planning.

Once Citygate gained an understanding of the City's service area and its fire and non-fire risks, Citygate developed a model for fire services that was tested against prior response data to ensure an appropriate fit. Citygate also considered future City growth and service demand to address both current and longer-range needs. The result is a framework for maintaining or enhancing City services while meeting reasonable community expectations and fiscal realities.

1.2.2 Project Scope of Work

Citygate's approach to this assessment involved:

- Reviewing data and information provided by the Department and conducting listening sessions with designated project stakeholders.
- Reviewing the Department's current incident demand workloads.
- Identifying and evaluating future City service area population and related development growth.
- Recommending appropriate response performance goals.

1.3 Service Area Overview

The City of Atwater, on State Route 99 in Merced County, is about 8 miles west-northwest of Merced, the County seat. The City is approximately 6.57 square miles in size. It includes Castle Air Museum but does not include the former Castle Air Force Base, now repurposed as Castle Airport on the northeast side of the City. The City is governed by a five-member City Council using the City Manager form of government. The City's adopted General Fund budget for 2023/2024 is $22.3 million dollars.

1.4 Fire Department Overview

The City contracts with the California Department of Forestry and Fire Protection (CAL FIRE) for its fire response staffing and administration services with the City retaining ownership of the physical assets used to provide those services.

The Department's service capacity for fire and non-fire risk consists of six personnel on duty daily staffing two engines or one engine and one ladder truck,[1] plus a Battalion Chief, operating from the Department's two fire stations. Full-time staffing is augmented by a shrinking cadre of eight

[1] One crew cross-staffs either an engine or ladder truck depending on the type of incident.

reserve firefighters who are each required to work a minimum of 36 hours per month, including one 24-hour shift and one 12-hour shift. Most of the reserve firefighters are also seasonal firefighters for CAL FIRE during the summer/fall months. Thus, they are not available to the City as reserve firefighters during that period annually.

All response personnel are trained to either the Emergency Medical Technician (EMT) level, capable of providing Basic Life Support (BLS) pre-hospital emergency medical care, or the Public Safety First Aid (PSFA) level. Ground paramedic ambulance service is provided by Riggs Ambulance, a private-sector ambulance provider under an exclusive operating area contract administered by the Merced County Emergency Medical Services Agency.

Response personnel are also trained to the U.S. Department of Transportation Hazardous Material First Responder Operational (FRO) level to provide initial hazardous material incident assessment, hazard isolation, and support the regional hazardous material technical response team from Merced County Fire Station 61 southeast of the City.

All response personnel are further trained to the Confined Space Awareness level as required by OSHA. Additional technical rescue capability is available through mutual aid from Merced County Fire Station 71 in Los Banos.

SECTION 2—STANDARDS OF COVERAGE ASSESSMENT

This section provides a detailed assessment of the City's current ability to deploy and mitigate emergency hazards within its service area. The response analysis uses prior response statistics to help the Department and the community understand the capabilities and limitations of the current response system.

2.1 STANDARDS OF COVERAGE PROCESS OVERVIEW

The core methodology used by Citygate in the scope of its deployment analysis work is *Standards of Cover*, fifth and sixth editions, which is a systems-based approach to fire department deployment published by the CFAI. This approach uses local risk and demographics to determine the level of protection best fitting a community's needs.

> **The SOC method evaluates deployment as part of a fire agency's self-assessment process**. This approach uses risk and community outcome expectations to help elected officials make informed decisions regarding fire and EMS first responder deployment levels. Citygate has adopted this methodology as a comprehensive tool to evaluate fire station locations and staffing levels. Depending on the needs of the assessment, the depth of the components may vary.
>
> Such a systems-based approach to deployment, rather than a one-size-fits-all prescriptive formula, allows for local determination. In this comprehensive approach, an agency can match local needs (risks and expectations) with the costs of various levels of service. In an informed public policy discussion, a governing board "purchases" the fire and emergency medical service levels the community needs and can afford.

While working with multiple components to conduct a deployment analysis is admittedly more work, it yields a much better result than using only a singular component. For instance, if only travel time is considered and frequency of multiple calls is not, the analysis could miss over-worked companies. If a risk assessment for deployment is not considered and deployment is based only on travel time, a community could under-deploy to incidents.

The following table describes the eight elements of the SOC process.

Table 1—Standards of Coverage Process Elements

SOC Element		Description
1	**Existing Deployment**	Describing the current deployment model and response performance goals the agency has in place today.
2	**Community Outcome Expectations**	Reviewing the expectations of the community for responses to emergencies.
3	**Community Risk Assessment**	Identifying and quantifying the assets at risk to fire and non-fire hazards likely to impact the community. (For this report, see **Appendix A—Community Risk Assessment**.)
4	**Critical Task Analysis**	Reviewing the tasks that must be performed and the personnel required to deliver the stated outcome expectation.
5	**Distribution Analysis**	Reviewing the spacing of first-due response resources (typically engines) to control routine emergencies.
6	**Concentration Analysis**	Reviewing the spacing of fire stations so that more complex emergencies can receive sufficient resources and personnel in a timely manner (First Alarm Assignment or ERF).
7	**Reliability and Historical Response Effectiveness Analysis**	Using prior response statistics to determine the percent of compliance the existing system delivers.
8	**Overall Evaluation**	Proposing Standard of Coverage statements by risk type, as necessary.

Source: CFAI, Standards of Cover, Fifth Edition

Simply summarized, fire service deployment is about the ***speed*** and ***weight*** of the response.

Speed refers to initial response (first-due), all-risk intervention resources (e.g., engines, ladder trucks, squads, or ambulances) strategically deployed across a jurisdiction for response to emergencies within a specified time interval to control routine-to-moderate emergencies to achieve desired outcomes and prevent the incident from escalating to greater size or severity.

Weight refers to multiple-unit responses for more serious emergencies, such as building fires, multiple-patient medical emergencies, vehicle collisions with extrication required, or technical rescue incidents where enough firefighters must be assembled within a reasonable time interval to safely control the emergency and prevent it from escalating into a more serious event and achieve desired outcomes.

The following table illustrates this deployment paradigm.

Table 2—Fire Service Deployment Paradigm

Element	Description	Purpose
***Speed* of Response**	Travel time of first-due, all-risk intervention units strategically located across a jurisdiction.	To control routine-to-moderate emergencies to achieve desired outcomes and prevent the incident from escalating in size or complexity.
***Weight* of Response**	Number of firefighters in a multiple-unit response for serious emergencies.	To assemble enough firefighters within a reasonable time frame to safely control a more complex emergency without escalation and achieve desired outcomes.

Thus, smaller fires and less complex emergencies require a single-unit or two-unit response (fully staffed engine or specialty resource) within a relatively short response time. Larger or more complex incidents require more units and personnel to control. In either case, if the crews arrive too late or the total number of personnel is too few for the emergency, they are drawn into an escalating and more dangerous situation.

The science of fire crew deployment is to spread crews out across a community or jurisdiction for quick response to keep emergencies small with positive outcomes without spreading resources so far apart that they cannot assemble quickly enough to effectively control more serious emergencies.

2.2 Current Deployment

SOC Element 1 of 8
Existing Deployment Policies

The City's contract with CAL FIRE provides fire suppression, first responder pre-hospital emergency medical, and initial hazardous material release and rescue services. Given these hazards, the City utilizes a tiered response plan calling for different types and numbers of resources depending on incident/hazard type. The CAL FIRE dispatch system selects and dispatches the most appropriate resource types pursuant to the City's response plan, as shown in the following table.

Table 3—Response Plan by Incident Type

Incident Type	Resources Dispatched	Total Personnel[1]
EMS	1 Engine or Ladder (2) and private Ambulance (2)	**5**
Vehicle Accident	Engine, Truck, Ambulance (Chief only with entrapment)	**8 or 9**
Vehicle Fire – Passenger	Engine, Truck	**6**
Building Fire – Residential	1 Engine, 1 Ladder, Chief Officer 1 – Mutual Aid Engines	**7** **2**
Vegetation Fire	2 Engines	**6**
Hazardous Material Release	Engine Regional Hazardous Materials Team as/if needed	**3** Varies

[1] City plus mutual aid resources

2.2.1 Response Time Measures and Goals

Nationally recognized standards and best practices suggest using several incremental measurements to define response time. Ideally, the clock starts when the CAL FIRE Unit Emergency Communications Center (ECC) dispatcher receives the emergency call. For Atwater, the response time clock starts when the ECC receives the 9-1-1 call into its computer-aided dispatch (CAD) system. Response time increments include ECC call processing / dispatch, crew response unit boarding (commonly referred to as crew turnout), and actual drive (travel) time. Response performance best practices include specific time goals for each of these three increments which, when combined, equal total response time, also known as or call-to-arrival time. **Call-to-arrival time is a fire agency's true customer service metric**. Response performance goals should also address response performance to other risks within the service area, such as hazardous materials and technical rescue, as recommended by the CFAI.

Currently, NFPA Standard 1710, a recommended deployment standard for career fire departments in urban/suburban areas, recommends initial (first-due) intervention unit arrival within a 4:00-minute *travel* time and arrival of all resources comprising the multiple-unit First Alarm within 8:00 minutes' *travel*, all at 90 percent or better reliability.[2]

If the travel time measures recommended by the NFPA (and Citygate) are added to dispatch processing and crew turnout times recommended by Citygate and best practices, then a realistic

2 Source: NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (2020 Edition).

90 percent first-unit total response time goal for urban/suburban response zones is 7:30 minutes from when the ECC receives the call. This includes 1:30 minutes for call processing / dispatch, 2:00 minutes for crew turnout, and 4:00 minutes for travel. For the City, Citygate considers a realistic 90 percent first-unit total response time goal to be 8:30 minutes, which includes 1:30 minutes call processing / dispatch, 2:00 minutes crew turnout, and 5:00 minutes travel.

2.3 OUTCOME EXPECTATIONS

SOC ELEMENT 2 OF 8
COMMUNITY OUTCOME EXPECTATIONS

The SOC process begins by reviewing existing emergency services outcome expectations. This includes determining for what purpose the response system exists and whether the governing body has adopted any response performance measures. If it has, the time measures used must be understood and sound data must be available to evaluate performance.

Current national best practice is to measure percent completion of a goal (e.g., 90 percent of responses) instead of an average measure. Mathematically, this is called a fractile measure.[3] Measuring the average only identifies the central or middle point of response time performance for all calls for service in the data set. Using an average makes it impossible to know how many incidents had response times that were far above or just above the average.

More importantly, within the SOC process, positive outcomes are the goal. From that goal, crew size and response time can be calculated to allow appropriate fire station spacing (distribution and concentration). Emergency medical incidents include situations with the most severe time constraints. The human brain can only survive 4:00 to 6:00 minutes without oxygen. Cardiac arrest and other events can cause oxygen deprivation to the brain. While cardiac arrests make up a small percentage, drowning, choking, trauma constrictions, or other similar events can have the same effect. In a building fire, a small incipient fire can grow to involve the entire room in a 3:00 to 5:00-minute time frame. If fire service response is to achieve positive outcomes in severe emergency medical situations and incipient fire situations, *all* responding crews must arrive, assess the situation, and deploy effective measures before brain death occurs or the fire spreads beyond the room of origin.

Thus, from the time the 9-1-1 call is received by the dispatch center, an effective deployment system is *beginning* to manage the problem within a 7:00 to 8:00-minute total response time. This is right at the point that brain death is becoming irreversible, and the fire has grown to the point of

3 A *fractile* is that point below which a stated fraction of the values lie. The fraction is often given in percent; the term percentile may then be used.

leaving the room of origin and becoming very serious. Thus, the City needs a first-due response goal that is within a range to give hope for a positive outcome.

It is important to note that the fire or medical emergency continues to deteriorate from the time of inception, not from the time the fire engine starts to drive the response route. Ideally, the emergency is noticed immediately, and the 9-1-1 system is activated promptly. In the best of circumstances, this step of awareness—calling 9-1-1 and giving the dispatcher accurate information—takes 1:00 minute. Crew notification and travel time take additional minutes. Upon arrival, the crew must approach the injured party or emergency, assess the situation, and appropriately deploy its skills and tools. Even in easy-to-access situations, this step can take 2:00 minutes or more. This time frame may be increased considerably due to long driveways, apartment buildings with limited access, multiple-story buildings or office complexes, or shopping centers.

Unfortunately, there are times when the emergency has become too severe, even before the 9-1-1 notification or fire department response, for the responding crew to reverse. However, when an appropriate response time policy is combined with a well-designed deployment system, then only anomalies like bad weather, poor traffic conditions, or multiple emergencies slow down the response system. Consequently, a properly designed system will give the public hope of a positive outcome for their tax dollar expenditure.

Finding #1:	Currently, the City is not annually reporting response time measures (either average or percent of goal) and does not have a response time policy that has been adopted by City Council.

2.4 COMMUNITY RISK ASSESSMENT

SOC ELEMENT 3 OF 8
COMMUNITY RISK ASSESSMENT

The third element of the SOC process is a community risk assessment. Within the context of an SOC study, the objectives of a community risk assessment are to:

- Identify the values at risk to be protected within the community or service area.
- Identify the specific hazards with the potential to adversely impact the community or service area.
- Quantify the overall risk associated with each hazard.
- Establish a foundation for current/future deployment decisions and risk-reduction/hazard mitigation planning and evaluation.

A *hazard* is broadly defined as a situation or condition that can cause or contribute to harm. Examples include fire, medical emergency, vehicle collision, earthquake, flood, etc. *Risk* is

broadly defined as the *probability of hazard occurrence* in combination with the *likely severity* of *resultant impacts* to people, property, the environment, and the community.

2.4.1 Risk Assessment Methodology

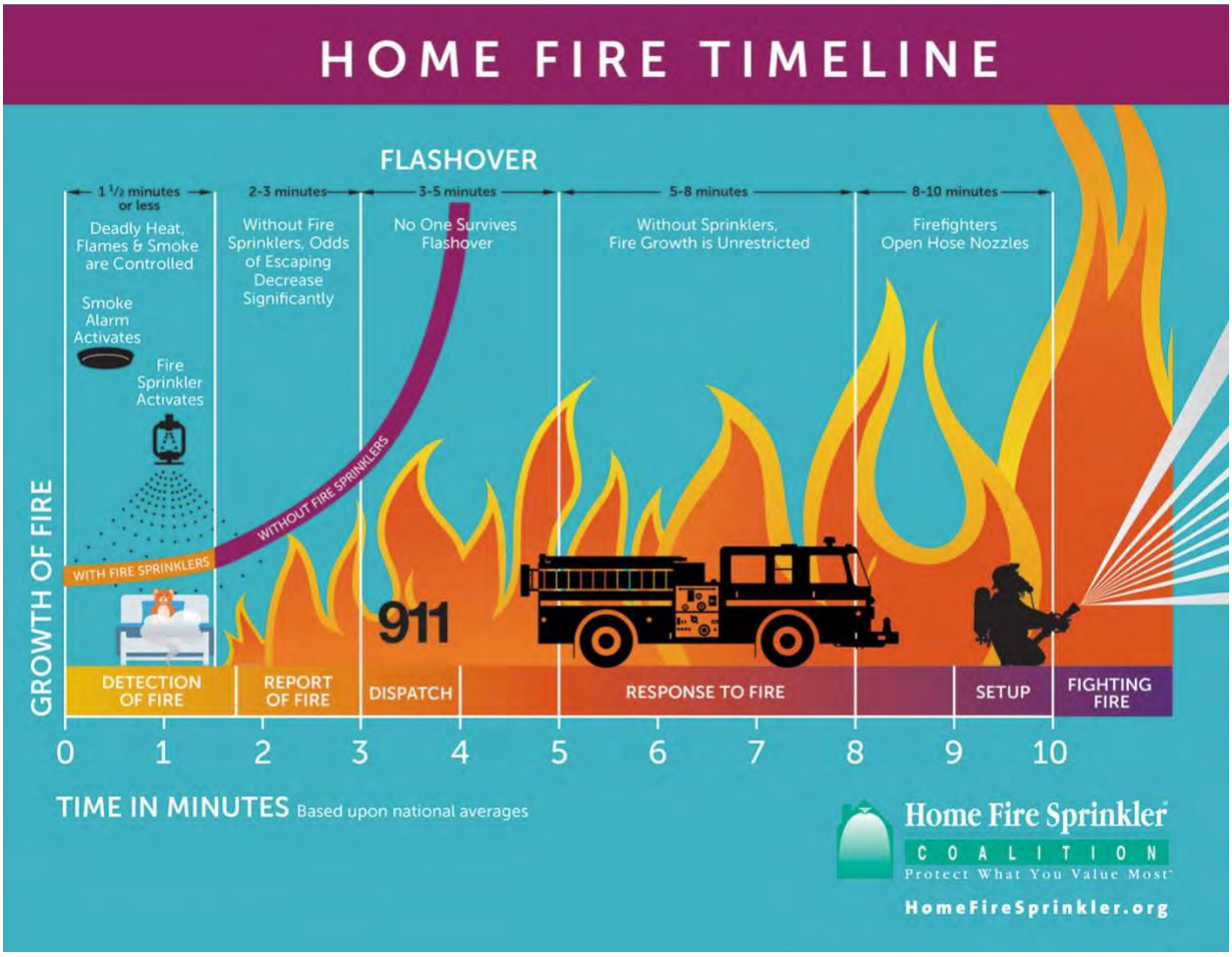
The methodology employed by Citygate to assess community risks as an integral element of an SOC study incorporates the following elements:

- Identification of geographic planning sub-zones (risk planning zones) appropriate to the community or jurisdiction.
- Identification and quantification, to the extent data is available, of the values at risk to various hazards within the community or service area.
- Identification of the fire and non-fire hazards to be evaluated.
- Determination of the probability of occurrence for each identified hazard over the ensuing 12 months.
- Determination of *probable* impact severity of a hazard occurrence by risk planning zone.
- Determination of overall risk by hazard and risk planning zone.

One of the primary hazards in any community is building fire. Building fire risk factors include building density, size, age, occupancy, and construction materials and methods, as well as the number of stories, the required fire flow, the proximity to other buildings, built-in fire protection/alarm systems, an available fire suppression water supply, building fire service capacity, fire suppression resource deployment (distribution/concentration), staffing, and response time.

The following figure illustrates the building fire progression timeline and shows that **flashover**, which is the point at which the entire room erupts into fire after all the combustible objects in that room reach their ignition temperature, can occur as early as 3:00 to 5:00 minutes from the initial ignition. Human survival in a room after the point of flashover has been reached is extremely improbable.

Figure 1—Building Fire Progression Timeline

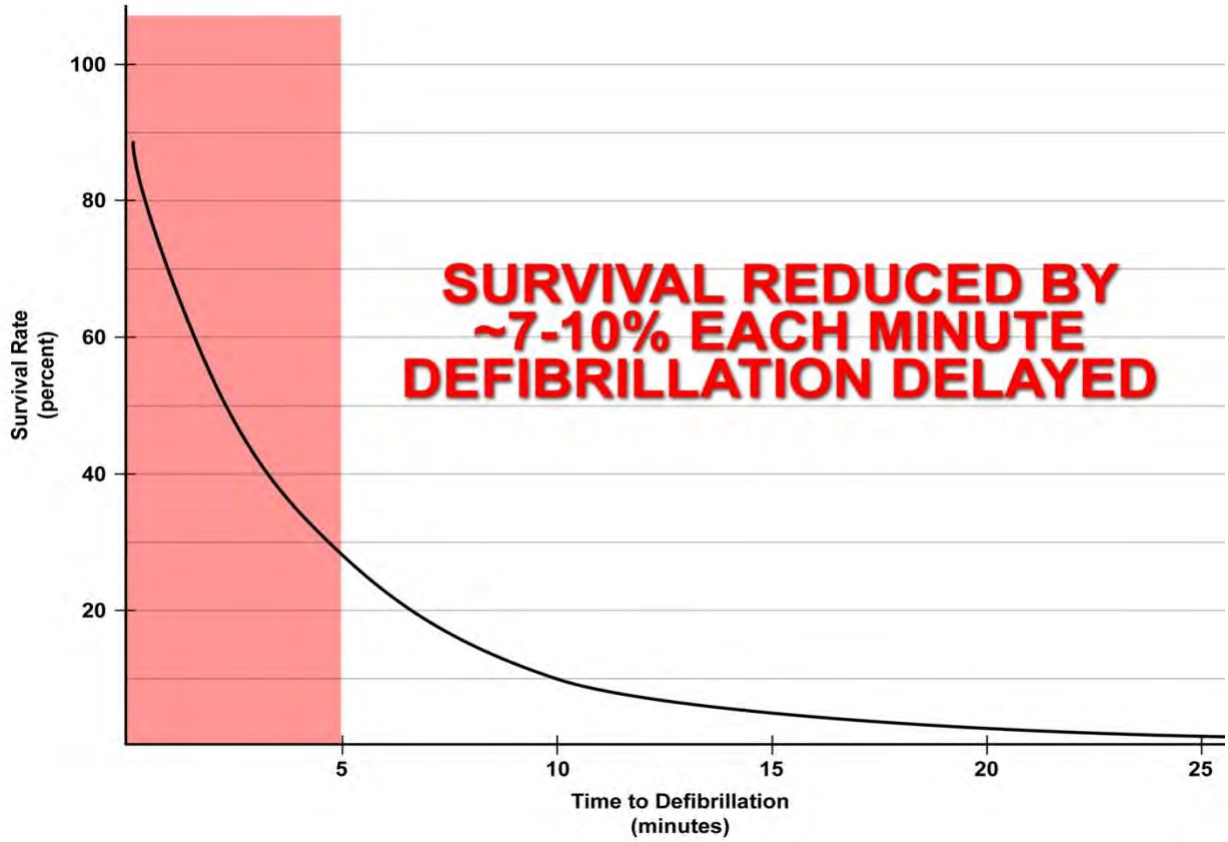


Source: http://www.firesprinklerassoc.org

Medical Emergency Risk

Fire service demand in most jurisdictions is predominantly for medical emergencies. The following figure illustrates the reduced survivability of a cardiac arrest victim as time to defibrillation increases.

Figure 2—Survival Rate versus Time of Defibrillation



2.4.2 Risk Assessment Summary

The Department's overall risk for the **five hazards** related to emergency services provided by the Department range from **Moderate** to **Low**, as summarized in the following table. See **Appendix A** for the full risk assessment.

Table 4—Overall Risk by Hazard

Hazard	Citywide
Building Fire	*Moderate*
Vegetation Fire	*Low*
Medical Emergency	*Moderate*
Hazardous Material	*Low*
Technical Rescue	*Moderate*

2.4.3 Population and Housing Unit Growth Projections

Currently, Atwater is updating its General Plan and growth projections. This study reviewed the draft work to date, the Merced County Association of Governments 2023–2031 Draft City Multi-Jurisdictional Housing Element, the Association's 2022 County Regional Housing Needs Allocation (RHNA) Plan for Atwater, and the California Department of Finance historical population numbers for Atwater, upon which sales taxes allocations are based. Based on these documents, Citygate observed the following:

- 2023–2031 Draft City Multi-Jurisdictional Housing Element found:
  - The *resident* population for Atwater in 2010 was 28,168. By 2021, it was 31,401.
  - For housing units, this report found there were 9,771 units in 2010. By 2020, there were 10,448—an increase of 677 units at an average of 68 units per year.
- The California Department of Finance E-1 Population estimates found:
  - In 2023, Atwater had a reported population of 31,418 residents.
- The 2022, the County RHNA Plan identified:
  - Between 2023–2032, the City will need 3,017 total *additional* housing units, an average of 335 per year.

Current Atwater Development Applications

- Redwood Apartments: 52 units
- Waterstone Apartments: 120 units
- Sunset Project: 25 homes
- University Park: approximately 364 multi-family units

The near-term total of all units is 561. If all units were built over the next three years, the average number of units per year would be 187. A rate of 187 units per year is slightly more than 2.5 times the historic rate of 68 units per year.

Population Projection

- Starting with the E-1 2023 population of 31,418 and subtracting the 2010 population of 28,168 yields an increase of 3,250 residents—an average gain of 250 residents (0.8 percent) per year.
- The Housing Element showed a gain of 68 units per year over the past ten years.

- The RHNA Plan desires a gain of 335 units per year.

The historic units and population growth rates year over year were very modest. The latest number of annual units called for by the RHNA is very aggressive given current financing challenges for buyers and builders related to housing. The current City applications for housing average 187 units *per year*, in-between the two low/high numbers. Thus, using 187 units per year for three years, times a typical, moderate rate of 2.5 people per dwelling unit, equals a resident growth rate of 468 people *per year*, which is just under double the historic rate. As a percent increase of a base population of 31,418 in 2023, the first-year population growth of 468 persons is a rate of 1.49 percent. As a straight-line projection, 468 people per year until the 2032 RHNA date equals 4,212 additional residents—which is modestly higher than the 3,233-resident gain from 2010 to 2021.

It is all but impossible to accurately measure the demand for incidents generated by the in-migration of employees, tourists, the houseless, and those commuting through the City. However, they are all represented in the total incident count. Thus, using residents per 1,000 counts as a forecasting model represents a ratio of people to incidents. This measure does not say that only residents generate more (or fewer) incidents. But what can be used to project population are the dwelling units applied for, or that zoning could allow.

Finding #2: For purposes of projecting future Fire Department incident demand, Citygate will use a resident per 1,000 population incident demand rate of 1.49 percent.

2.5 Critical Task Time Measures—What Must Be Done over What Time Frame to Achieve the Stated Outcome Expectation?

SOC Element 4 of 8
Critical Task Time Study

SOC studies use critical task information to determine the number of firefighters needed within a time frame to achieve desired objectives related to fire and emergency medical incidents. The following tables illustrate critical tasks typical of building fires and medical emergency incidents, including the minimum number of personnel required to complete each task. These tables are composites from Citygate clients in suburban/rural departments like Atwater, with units staffed with 2–3 personnel per apparatus. It is important to understand the following relative to these tables:

- It can take a considerable amount of time after a task is ordered by command to complete the task and achieve the desired outcome.
- Task completion time is usually a function of the number of personnel that are *simultaneously* available. The fewer firefighters available, the longer some tasks

will take to complete. Conversely, with more firefighters available, some tasks are completed concurrently.

- Some tasks must be conducted by a minimum of two firefighters to comply with safety regulations. For example, two firefighters are required to search a smoke-filled room for a victim.

2.5.1 Critical Firefighting Tasks

The following table illustrates the critical tasks required to control a typical single-family dwelling fire with 5 response units (4 engines, 1 ladder truck, and 1 chief officer, for a total Effective Response Force (ERF) of 13 personnel. Given Atwater only staffs two units with 3 personnel each, the other three units come from mutual aid but are typically only staffed with two firefighters each. Even an ERF of 13 delivered quickly without mutual aid is less than a best practice of 16 personnel responding to a house fire.

The tasks in the following table are taken from typical fire departments' operational procedures, which are consistent with the customary findings of other agencies using the SOC process. No conditions exist to override the Occupational Safety and Health Administration (OSHA) two-in / two-out safety policy, which requires that firefighters enter atmospheres such as building fires that are immediately dangerous to life and health in teams of two while two more firefighters are outside and immediately ready to rescue them should trouble arise.

> ***Scenario:*** *Simulated approximately 2,000 square-foot, two-story, single-family residential fire with unknown rescue situation. Responding companies receive dispatch information typical for a witnessed fire. Upon arrival, they find approximately 50 percent of the second floor involved in fire.*

Table 5—First Alarm Residential Fire Critical Tasks (13 Personnel)

Critical Task Description		Personnel Required
First-Due Engine (3 Personnel)		
1	Conditions report	**1**
2	Establish supply line to hydrant	**2**
3	Deploy initial fire attack line to point of building access	**2**
4	Operate pump and charge attack line	**1**
5	Establish incident command	**1**
6	Conduct primary search	**2**
Ladder Truck (3 Personnel)		
1	If necessary, establish supply line to hydrant	**1-2**
2	Deploy a backup attack line	**1–2**
3	Establish Initial Rapid Intervention Crew	**2**
4	Establish Incident Rehab upon arrival of 3rd engine	**1-2**
Second-Due Engine (2 Personnel)		
1	Conduct initial search and rescue, if not already completed	**2**
2	Deploy ground ladders to roof	**1–2**
3	Establish horizontal or vertical building ventilation	**1–2**
4	Open concealed spaces as required	**2**
Chief Officer		
1	Transfer of incident command	**1**
2	Establish exterior command and scene safety	**1**
Third-Due Engine (2 Personnel)		
2	Secure utilities	**2**
3	Deploy second attack line as needed	**2**
4	Conduct secondary search	**2**
5	Assist other crews as assigned	**1-2**
Fourth-Due Engine (2 Personnel)		
1	Assist other crews as assigned	**2**

Grouped together, these duties form an ERF, or First Alarm Assignment. These distinct tasks must be performed to effectively achieve the desired outcome; arriving on-scene does not stop the emergency from escalating. While firefighters accomplish these tasks, the incident progression clock keeps running.

Many studies have shown that a small fire can spread to engulf an entire room in fewer than 3:00 to 5:00 minutes after free burning has started. Once the room is completely superheated and involved in fire (known as flashover), the fire will spread quickly both vertically and horizontally throughout the structure. For this reason, it is imperative that fire suppression and search/rescue operations commence before the flashover point occurs *if* the outcome goal is to keep the fire damage in or near the room of origin and to rescue persons unable to self-evacuate. In addition, flashover presents a life-threatening situation to both firefighters and any occupants of the building. Fire fatalities typically include persons under 10 and over 65 years of age and those unable to self-evacuate.

Given the locations of mutual aid fire stations, City on-duty staffing, and travel distance needed to assemble a 13-person ERF within the City service area to safely perform the above critical tasks, it would take too long to expect to confine a building fire to the room of origin prior to flashover.

2.5.2 Critical Medical Emergency Tasks

The Department responds to approximately 2,700 EMS incidents annually, including vehicle accidents, strokes, heart attacks, difficulty breathing, falls, childbirths, and other medical emergencies. For comparison, the following table summarizes the critical tasks required for a cardiac arrest patient.

Table 6—Cardiac Arrest Critical Tasks – Engine and Ambulance (5 Personnel)

Critical Task		Personnel Required	Critical Task Description
1	Chest compressions	**1–2**	Compression of chest to circulate blood
2	Ventilate/oxygenate	**1–2**	Mouth-to-mouth, bag-valve-mask, apply O_2
3	Airway control	**1–2**	Manual techniques/intubation/cricothyroidotomy
4	Defibrillate	**1–2**	Electrical defibrillation of dysrhythmia
5	Establish I.V.	**1–2**	Peripheral or central intravenous access
6	Control hemorrhage	**1–2**	Direct pressure, pressure bandage, tourniquet
7	Splint fractures	**2–3**	Manual, board splint, HARE traction, spine
8	Interpret ECG	**2**	Identify type and treat dysrhythmia
9	Administer drugs	**2**	Administer appropriate pharmacological agents
10	Spinal immobilization	**2–5**	Prevent or limit paralysis to extremities
11	Extricate patient	**3–4**	Remove patient from vehicle, entrapment
12	Patient charting	**1–2**	Record vitals, treatments administered, etc.
13	Hospital communication	**1–2**	Receive treatment orders from physician
14	Treat en route to hospital	**2–3**	Continue to treat/monitor/transport patient

2.5.3 Critical Task Analysis and Effective Response Force (ERF) Size

What does a deployment study derive from a critical task analysis? The time required to complete the critical tasks necessary to stop the escalation of an emergency (as shown in Table 5 and Table 6) must be compared to outcomes. As stated, after approximately 3:00 to 5:00 minutes of free burning in a room, fire will escalate to the point of flashover. At this point, the entire room is engulfed in fire, the entire building becomes threatened, and human survival near or in the room of a fire's origin becomes impossible. Additionally, brain death begins to occur within 4:00 to 6:00 minutes of the heart stopping. Thus, the ERF must arrive in time to prevent these emergency events from becoming worse.

The Department's daily on-duty staffing of 6 plus a chief officer is ***insufficient*** to deliver a recommended ERF of 16 firefighters[4] to a low/medium-hazard building fire given the locations and travel time of mutual aid resources needed to achieve that ERF staffing. Mitigating an emergency event is a team effort once the units have arrived. This refers to the *weight* of response analogy; if too few personnel arrive too slowly, the emergency will escalate instead of improving. The outcome times, of course, will be longer and yield less-desirable results if the arriving force is later or smaller.

> **The number of personnel and the arrival time frame can be critical in a serious fire**. Fires in older or multiple-story buildings could require the initial firefighters to rescue trapped or immobile occupants. If the ERF is too small, rescue and fire suppression tasks *cannot* be conducted simultaneously. Thus, achieving good performance requires *adequate staffing* (and training).
>
> Fires and complex medical incidents require additional units to arrive in time to complete an effective intervention. Time is one factor that comes from *proper station placement and the staffing model used*. When fire stations are spaced too far apart and one unit must cover another unit's area or multiple units are needed, the units may be too far away, and the emergency will escalate and result in a less-than-desirable outcome. When only one, or a subset of fire stations are staffed, response times are frequently inadequate to meet the speed or weight metrics outlined earlier.

Previous critical task studies conducted by Citygate and NFPA Standard 1710 identify that all units need to arrive at a building fire with 15–17 firefighters within 11:30 minutes (from the time of a 9-1-1 call) to effectively perform the tasks of rescue, fire suppression, and ventilation.

4 NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Career Fire Departments (2020 Edition).

If fewer firefighters arrive, all tasks may not be completed. Most likely, the search team would be delayed, as would ventilation. The attack lines would only consist of two firefighters, which does not allow for rapid movement of the hose line above the first floor in a multiple-story building. Because rescue is conducted with at least two two-person teams, when rescue is essential, other tasks are not completed in a simultaneous, timely manner. Therefore, effective deployment is about the **speed** *(travel time)* and the **weight** *(number of firefighters)* of the response.

While 6 initial Atwater response personnel plus a chief officer may begin to manage a moderate-risk, confined residential fire, even a full ERF will be seriously slowed if the fire is above the first floor in a low-rise apartment building or commercial/industrial building. This is where the capability to add additional personnel and resources to the standard response within a reasonable time frame to facilitate positive outcomes becomes critical.

The fact the City (with mutual aid) delivers an ERF of only 13 personnel to a moderate-risk building fire within the service area reflects the real-world difficulty of confining serious building fires to or near the room of origin and preventing the spread of fire to adjoining buildings. This is a typical desired outcome in urban/suburban areas and requires more firefighters to arrive more quickly than the typical rural outcome of keeping the fire contained to the building, rather than the room, of origin.

2.6 Historical Incident Demand Analysis

SOC Element 7 of 8
Reliability and Historical Response Effectiveness Studies

A review of actual emergency incident data provides a picture of the types of demand for Department services. These types of incidents drive not just the count of fire stations or apparatus, but the quantity of personnel to conduct the critical tasks as described in the section just above.

The incident counts and types in the following table are from the CAL FIRE incident reporting system. These numbers are for the most recent calendar year of 2023. Citygate also reviewed years 2021 and 2022 and found small variances over the three years. This is to be expected as human activity, and other factors such as accidents caused by bad weather, will vary the demand for services.

Table 7—Emergency Incident Counts by Type (2023)

Both Fire Stations 2023	Count	Percent
Alarm Sounding	**186**	4.3%
Carbon Monoxide	**17**	0.4%
Cover Assignment	**0**	0.0%
Debris	**143**	3.3%
Dispatched Cancelled En-Route	**409**	9.4%
Medical Aid	**2,665**	60.9%
EMS Code Blue	**70**	1.6%
False Alarm	**151**	3.5%
Fire Menace Standby	**36**	0.8%
Fire Other	**3**	0.1%
HazMat	**12**	0.3%
Plane/Helicopter Crash	**0**	0.0%
Public Assist	**248**	5.7%
Structure Fire	**84**	1.9%
Technical Rescue	**0**	0.0%
Vegetation Fire	**80**	1.8%
Vehicle Accident	**244**	5.6%
Vehicle Accident with Entrapment	**2**	0.0%
Vehicle Fire	**22**	0.5%
Emergency Stand-By	**2**	0.0%
Total	**4,374**	**100.0%**

At present, finding a fire department's incident demand activity to be 62.5 percent emergency medical-related is not surprising. Incident demand in western cities such as Atwater is always highest from mid-morning to early evening when human activity is the highest. 4,374 incidents in a year represents a daily demand of 12 per day. It would be common to have two or even three EMS incidents all active at the same time during peak hours. For a three-crew, two-station department, this is a problem.

When a third incident occurs, or a more serious incident such as a building fire, Atwater has no fire units with which to respond. There were 84 structure fires in 2023, representing a rate of 1.6 per week. Thus, while slight, the City does have a real risk of not having any personnel available to send to a third incident.

The other issue highlighted in the critical tasking section of this study is that even if all six on-duty firefighters *are* available to respond to a building fire or very serious technical rescue incident, they still represent a number that is insufficient to conduct all required tasks simultaneously, effectively, and *safely.*

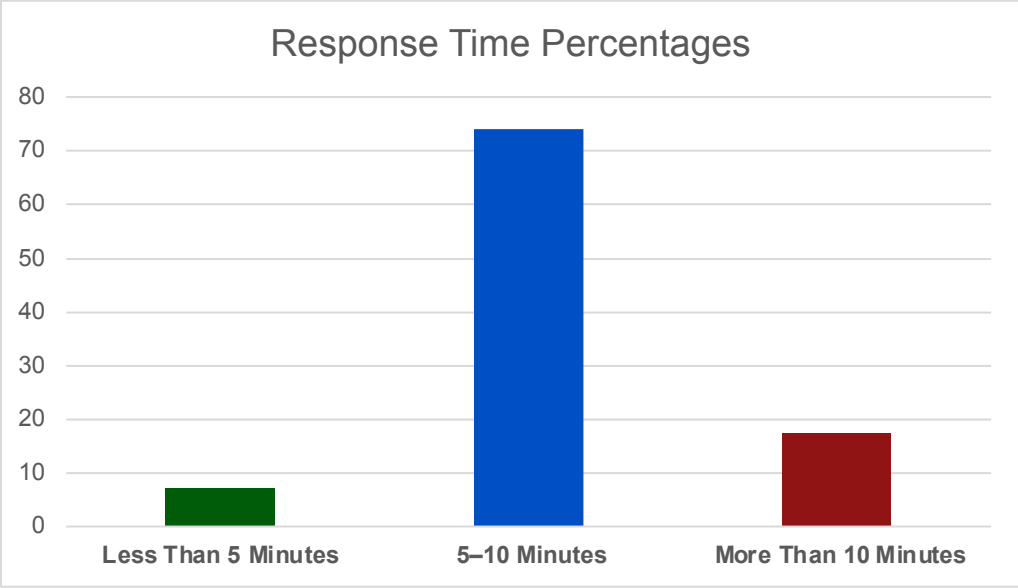
For serious, multi-unit incidents and simultaneous call-for-service occurrences, the City is dependent on the nearby County Fire units to be immediately available to respond. While the City has mutual aid agreements with fire departments in the area, the closest units are from County Fire and are only staffed with two firefighters each. As a result, even if three County units were to arrive in 8:00–15:00 minutes, this would only amount to six additional firefighters available to manage an incident. Added to the City's daily on-duty staffing of six, that would equal a total of 12 fire crew personnel. This number is below a desirable and safe minimum of 15 personnel plus a command chief.

Finding #3:	The City's two fire crews could both be responding to incidents during peak-demand daylight hours and, in total, are insufficient to handle a serious fire without mutual aid.

2.6.1 Historical Response Time Measures

In 2023, the Department responded to 4,374 calls for service of all types. Citywide, the average response time from the beginning of the fire crew alert to the unit arriving at the incident location was 8:15 minutes. As shown in the following figure, 7.25 percent of arrivals occurred in less than 5:00 minutes and 17.5 percent occurred in more than 10:00 minutes. This means 74 percent of responses occurred between 5:00 and 10:00 minutes.

Figure 3—Response Time to Incidents by Category (2023)



Finding #4:	The current fire unit response times are barely adequate for the existing City; however, ensuring response time coverage to the built-out City will require a minimum of three fire stations.

2.6.2 Incident Demand Projection

The prior three years of incident demand totaled: 4,479 incidents in 2021; 4,648 incidents in 2022; and 4,374 incidents in 2023. Thus, a three-year average including 2023 would be 4,500 annual incidents. If a 4,500-per-year incident demand is divided per 1,000 residents using the 2023 population of 31,418, the result is 143 incidents per 1,000 residents. If the 2032 population grew to 35,630 using Citygate's projection, total Department incidents could increase to 5,095 annually over nine years—which represents a total increase of 595 incidents, or a straight-line annual rate of 66 additional incidents per year, or 0.18 per day.

Two stations staffed with three firefighters each could handle this increased incident demand, but with slow response times to sections of the growing City. More importantly, some of the increased incidents will occur at peak-demand hours, increasing the risk of the City running out of crews to respond to a third incident or a serious building fire.

Finding #5:	By 2032, modest population growth and the resulting increase of approximately 595 annual emergency incidents will exacerbate the need for a third fire station.

2.7 Fire Station Facility and Headquarters Staff Review

For this portion of the study, Citygate received floor plans of the two fire stations, interviewed staff, and had Department personnel complete a fire department facility requirements checklist for each facility. The completed checklists are attached to this report as **Appendix B**.

Overall, Fire Station 41, at 699 Broadway Avenue in the western core area of the City, was the City's first fire station. Station 41 is large but is also 42 years old. Most of its square footage is apparatus parking bays. The station was built in the era of volunteers and did not provide for administrative spaces or overnight on-duty firefighters. Over the decades, modest remodels have expanded the office and crew living quarters sections. Given its age, the station was built long before the California Essential Facilities Act required seismic hardening and other regulatory bodies required health and safety standards for fire stations to protect personnel.

Fire Station 42, at 2006 Avenue Two, is in the southeastern side of the City. It houses the City's recently added second fire crew of three personnel. The building is only 18 years old and meets some seismic, essential facility, and firefighter safety standards. It contains office and living spaces for the on-duty crew. It also provides a training classroom space utilized as the City's Emergency Operations Center and a small office space for fire administration use. It is in good physical condition and only needs routine, ongoing maintenance. The Station was built for planned growth in the southeastern area of the City; however, to date, most of that growth has not occurred, nor is building/planning associated with that growth currently under City planning review.

Finding #6:	Due to its age, Station 41 does not meet legacy or current seismic and essential facility safety standards. It needs to be completely replaced and, in the meantime, essential repairs need to be made.

2.7.1 Fire Administrative Personnel and Spaces Review

At this time, the office spaces at either fire station are too small for the entire fire headquarters team of a Fire Chief, Fire Marshal (CAL FIRE contract employees), and a recently added Office Technician (CAL FIRE employee) for support. There are also two three-firefighter crews on-duty that need office space, training, and living quarters suitable to the crews' 24-hour schedule.

Given the tight space in office areas, the Fire Chief and Fire Marshal also utilize office space at Fire Station 42. However, the space there is also insufficient for all three administrative staff plus a three-person fire crew. Even if it did provide enough space, Station 42 is not close to the City core or City Hall for the public and staff who must go between facilities, such as for fire incident report copies or fire prevention construction plan reviews.

As City growth occurs, the need for fire prevention construction plan reviews and inspections will also grow accordingly. At present, all inspection of new construction and existing commercial

buildings is performed by the City's one 72-hour (three-day) Fire Marshal. As the pace of growth increases, the workload in a city the size of Atwater will exceed what one person can do. Many cities the size of Atwater have a Fire Inspector to conduct field inspections for new and existing buildings. The Fire Marshal coordinates advance planning review and plan check reviews in cooperation with the city's building and planning functions.

As will be stated in the next section of this report, the City will likely need a third fire station in the northwest area of the City in three to nine years, once substantial growth has occurred. Until then, the City could remodel part of Station 41 to add administrative spaces that would accommodate all administrative personnel in one location.

Finding #7:	Until Station 41 is replaced, one apparatus bay adjacent to the office/crew spaces could be remodeled for administrative office space.

2.8 Fire Station Location Review

The City's two fire stations were sited to cover first, the core City, and second, expected growth in the southeast areas. While significant growth has not occurred southeast of Station 42, there is now some infill growth planned from the center to the northeast edge of the City near the Castle Airport. More importantly, the recent staffing of Station 42 with three career personnel has doubled the capacity to address calls for service throughout the City—especially when there are two or more incidents occurring at the same time. In 2023, Station 42 responded to 38 percent of Citywide incidents.

To determine fire station spacing, two methods are used—a geographic travel time model that simulates driving time, or the Insurance Service Office (ISO) spacing distance formula of 1.5 miles of outward reach in all directions from a fire station. This second model (which is less expensive for the City at present) entails that a fire station covers approximately 3 square miles on an ideal, grid-type street network. Currently, the City covers 6.5 square miles; therefore, two stations are adequate.

However, the City's growth is limited by other jurisdictions on all sides except for the west-northwest side. This area of the City, more so with annexations, is well beyond the reasonable reach of 1.5 miles, or 5:00-minutes driving time, from either fire station.

For example, a distance of 1.5 miles from Station 41 only reaches the street segment on North Winton Way just past Bellevue Road. This coverage does not extend to applied-for residential construction near Bellevue and Redwood Avenue, or east to the University Park proposal or the envisioned rezoning west of Castle Airport. With annexation to the northwest and infill

development in the northern City, a third fire station will eventually be needed. A "triangle" of three stations can cover the final size of the City if that is approximately 12 square miles or less.

A third fire station with a three-person crew increases Citywide staffing to nine firefighters per day. This would improve City staffing but still leave the City co-dependent on quick mutual aid for serious fires or other multi-unit incidents requiring 15 plus firefighters and a command chief. As the City approaches its final buildout size sometime in the late 2030s, the City should add a fourth firefighter to each of the three crews, raising Citywide staffing to 12 and decreasing dependence on mutual aid.

Finding #8:	To maintain response times as the City grows to the northwest, a third fire station and crew should be added.
Finding #9:	As fire stations are replaced, added, or remodeled, fire crew spaces should be designed to support four firefighters on duty. This would be closer to City build-out, needing 12 firefighters per day.

APPENDIX A—RISK ASSESSMENT

A.1 COMMUNITY RISK ASSESSMENT

SOC ELEMENT 3 OF 8
COMMUNITY RISK ASSESSMENT

The third element of the Standards of Coverage (SOC) process is a community risk assessment. Within the context of an SOC study, the objectives of a community risk assessment are to:

- Identify the values at risk to be protected within the community or service area.
- Identify the specific hazards with the potential to adversely impact the community or service area.
- Quantify the overall risk associated with each hazard.
- Establish a foundation for current/future deployment decisions and risk-reduction/hazard-mitigation planning and evaluation.

A hazard is broadly defined as a situation or condition that can cause or contribute to harm. Examples include fire, medical emergency, vehicle collision, earthquake, flood, etc. Risk is broadly defined as the *probability of hazard occurrence* in combination with the *likely severity of resultant impacts* to people, property, and the community as a whole.

A.1.1 Risk Assessment Methodology

The methodology employed by Citygate to assess community risks for the City of Atwater incorporated the following elements:

- Identification and quantification, to the extent data is available, of the specific values to be protected within the community or service area.
- Identification of the fire and non-fire hazards to be evaluated.
- Determination of the *probability of occurrence* for each hazard.
- Determination of the *probable extent of impact* of a hazard occurrence.
- Determination of the *probable impact severity* of a hazard occurrence.
- Quantification of overall risk for each hazard based on *probability of occurrence* in combination with *impact extent* and *impact severity*.

A.1.2 Risk Assessment Summary

Citygate's evaluation of the values at risk and hazards likely to impact the service area yields the following:

1. The Department serves a very diverse urban population with densities averaging 4,782 people per square mile over a varied urban land use pattern.
2. The Department's service area population is projected to grow approximately one percent per year through 2032.
3. The service area has a large existing inventory of residential and non-residential buildings to protect.
4. The service area has significant economic and other resource values to be protected, as identified in this assessment.
5. The Department has multiple mass emergency notification options available to effectively communicate emergency information to the public in a timely manner.

The service area's risk for **five hazards** related to emergency services provided by the Department range from **Moderate to Low** as summarized in the following table.

Table 8—Overall Risk by Planning Zone

Hazard	City-Wide
Building Fire	*Moderate*
Vegetation Fire	*Low*
Medical Emergency	*Moderate*
Hazardous Material	*Low*
Technical Rescue	*Moderate*

A.1.3 Values at Risk to Be Protected

Values at risk, broadly defined, are tangibles of significant importance or value to the community or jurisdiction potentially at risk of harm or damage from a hazard occurrence. Values at risk typically include people, critical facilities/infrastructure, buildings, and key economic, cultural, historic, or natural resources.

People

Residents, employees, visitors, and travelers in a community or jurisdiction are vulnerable to harm from a hazard occurrence. Particularly vulnerable are specific at-risk populations, including those unable to care for themselves or self-evacuate in the event of an emergency. At-risk populations

typically include children under the age of 10, the elderly, people housed in institutional settings, and households below the federal poverty level. The following table summarizes key demographic data for the City of Atwater (City).

Table 9—Key Demographic Data – Atwater

Demographic	2022
Population	**32,372**
Under 10 Years	14.2%
10–14 Years	9.5%
15–64 Years	63.8%
65–74 Years	7.3%
75 Years and Older	5.1%
Median Age	33.2
Daytime Population	n/a
Housing Units	**10,296**
Owner-Occupied	54.2%
Renter-Occupied	42.7%
Vacant	3.1%
Median Household Size	3.09
Median Home Value	$315,200
Race/Ethnicity	
White Alone	45.5%
Black / African American Alone	4.5%
Asian Alone	5.2%
Other / Two or More Races	44.8%
Hispanic / Latino Origin	56.6%
Education (Population over 24 Years of Age)	**19,896**
High School Graduate or Equivalent	72.4%
Undergraduate Degree	14.7%
Graduate/Professional Degree	3.0%
Employment (Population over 15 Years of Age)	**23,803**
In Labor Force	63.6%
Unemployed	11.0%
Median Household Income	$64,195
Population below Poverty Level	17.5%
Population Under Age 65 with Disabilities	9.5%
Population without Health Insurance Coverage	9.8%

Source: Esri and U.S. Census Bureau American Community Survey

Of note from the previous table is the following:

- Nearly 27 percent of the population is under 10 years or over 65 years of age.
- The population is predominantly White Alone (46 percent), followed by Other/Two or More Races (45 percent), Asian Alone (5 percent), and Black / African American Alone (5 percent). Nearly 57 percent of the population identifies with a Hispanic or Latino origin or ethnicity.
- Of the population over 24 years of age, more than 72 percent has completed high school or equivalency.
- Of the population over 24 years of age, nearly 18 percent has an undergraduate, graduate, or professional degree.
- Of the population 15 years of age or older, nearly 64 percent is in the workforce; of those, 11 percent are unemployed.
- Median household income is slightly more than $64,000.
- The population below the federal poverty level is 17.5 percent.
- Nearly 10 percent of the population under age 65 does not have health insurance coverage.

Projected Growth

The City's 2000 General Plan projected a 2020 population of nearly 39,000; however, as Table 9 shows, the 2022 population was only slightly more than 32,000.[5]

Buildings

The City has more than 10,000 residential housing units and numerous commercial/industrial occupancies housing manufacturing, research, technology, office, professional services, retail sales, restaurants/bars, motels, churches, schools, storage, government, healthcare, and other business types.

Building Occupancy Risk Categories

The CFAI identifies the following four risk categories that relate to building occupancy:

Low Risk – includes detached garages, storage sheds, outbuildings, and similar building occupancies that pose a relatively low risk of harm to humans or the community if damaged or destroyed by fire.

[5] Source: City of Atwater 2000 General Plan, Table 2-2.

Moderate Risk – includes detached single-family or two-family dwellings; mobile homes; commercial and industrial buildings smaller than 10,000 square feet without a high hazard fire load; aircraft; railroad facilities; and similar building occupancies where loss of life or property damage is limited to the single building.

High Risk – includes apartment/condominium buildings; commercial and industrial buildings larger than 10,000 square feet without a high hazard fire load; low-occupant load buildings with high fuel loading or hazardous materials; and similar occupancies with potential for substantial loss of life or unusual property damage or financial impact.

Maximum Risk – includes buildings or facilities with unusually high risk requiring an Effective Response Force (ERF) involving a significant augmentation of resources and personnel and where a fire would pose the potential for a catastrophic event involving large loss of life or significant economic impact to the community.

Critical Facilities

The U.S. Department of Homeland Security defines critical infrastructure and key resources as those physical assets essential to the public health and safety, economic vitality, and resilience of a community, such as lifeline utilities infrastructure, telecommunications infrastructure, essential government services facilities, public safety facilities, schools, hospitals, airports, etc. The Merced County Multi-Jurisdictional Hazard Mitigation Plan identifies 62 critical facilities and infrastructure, as shown in the following table. A hazard occurrence with significant consequence severity affecting one or more of these facilities would likely adversely impact critical public or community services.

Table 10—Critical Facilities

Critical Facility Category	Quantity
Communications	7
Energy	5
Food, Water, Shelter	3
Hazardous Materials	1
Healthcare & Medical	1
Safety & Security	34
Transportation	11
Total	**62**

Source: Merced County Multi-Jurisdictional Hazard Mitigation Plan, Table 4-7.

A.1.4 Hazard Identification

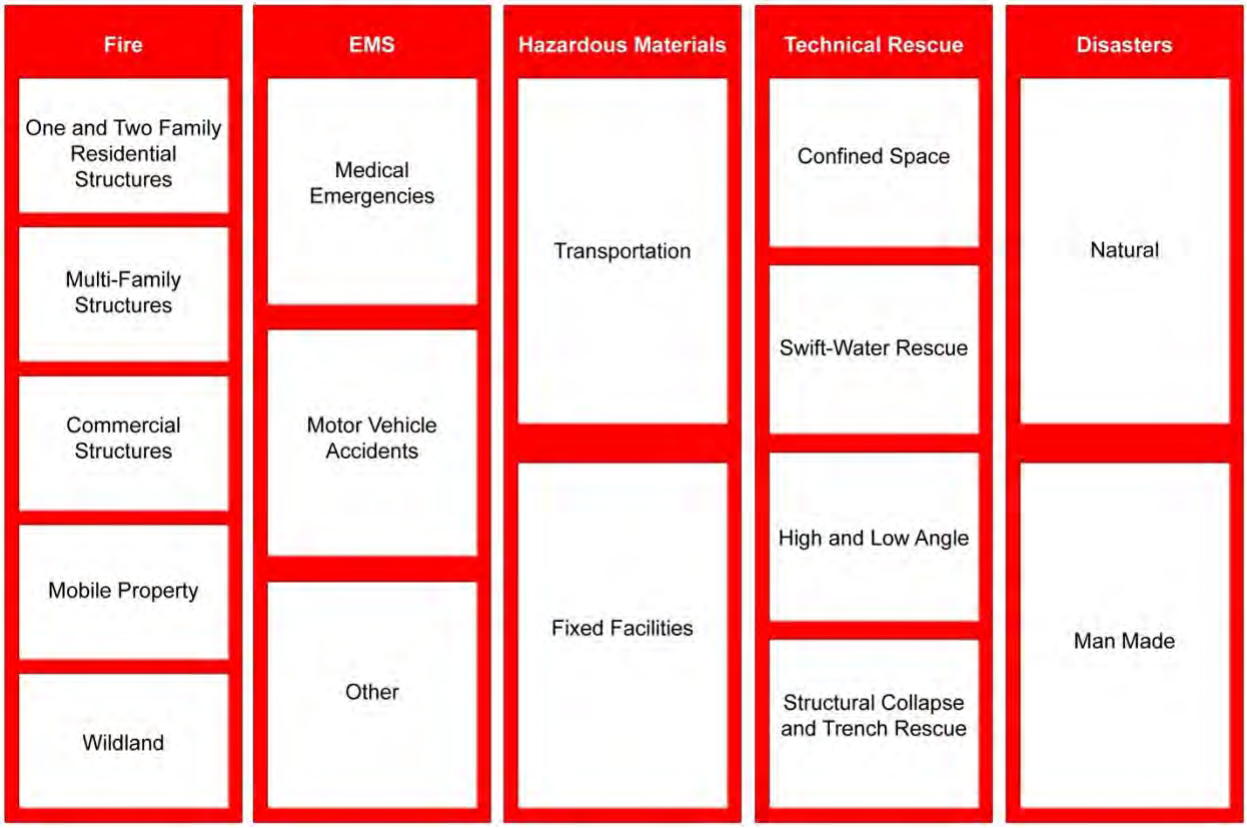
Citygate utilizes prior risk studies where available, fire and non-fire hazards as identified by the CFAI, and agency/jurisdiction-specific data and information to identify the hazards to be evaluated for this study. The 2021–2026 Merced County Multi-Jurisdictional Hazard Mitigation Plan identifies the following **12 hazards** with potential to impact the County:

1. **Agriculture Pest and Disease**
2. **Cyber Attacks**
3. **Dam Incidents**
4. **Drought**
5. **Earthquake**
6. **Flooding and Levee Failure**
7. **Hazardous Materials**
8. **Landslide**
9. **Pandemic/Epidemic**
10. **Severe Weather**
11. **Subsidence**
12. **Wildfire**

Although the Department has no legal authority or responsibility to mitigate any hazards other than possibly wildfire, it does provide services related to many hazards, including fire suppression, emergency medical services, and initial technical rescue and hazardous materials response.

The CFAI groups hazards into fire and non-fire categories, as shown in the following figure. Identification, qualification, and quantification of the various fire and non-fire hazards are important factors in evaluating how resources are or can be deployed to mitigate those risks.

Figure 4—Commission on Fire Accreditation International Hazard Categories



Source: CFAI *Standards of Cover* (Fifth Edition)

Subsequent to review and evaluation of the hazards identified in the Merced County Multi-Jurisdictional Local Hazard Mitigation Action Plan, and the fire and non-fire hazards as identified by the CFAI as they relate to services provided by the Department, Citygate evaluated the following **five hazards** for this risk assessment:

1. **Building fire**
2. **Vegetation fire**
3. **Medical emergency**
4. **Hazardous material release/spill**
5. **Technical rescue**

A.1.5 Probability of Occurrence

Probability of occurrence refers to the probability of a future hazard occurrence during a specific period. Because the CFAI agency accreditation process requires an annual review of an agency's risk assessment and baseline performance measures, Citygate recommends using the 12 months following the completion of an SOC study as an appropriate period for the probability of occurrence evaluation. The following table describes the five probability of occurrence categories and related characteristics used for this analysis.

Table 11—Probability of Occurrence Categories

Category	General Characteristics	General Frequency of Occurrence
Rare	• Hazard ***may occur*** under exceptional circumstances.	**> 10 years**
Unlikely	• Hazard ***could occur*** at some time. • No recorded or anecdotal evidence of occurrence. • Little opportunity, reason, or means for hazard to occur.	**2–10 years**
Possible	• Hazard ***should occur*** at some time. • Infrequent, random recorded or anecdotal evidence of occurrence. • Some opportunity, reason, or means for hazard to occur.	**1–23 months**
Probable	• Hazard will ***probably occur*** occasionally. • Regular recorded or strong anecdotal evidence of occurrence. • Considerable opportunity, reason, or means for hazard to occur.	**1–4 weeks**
Frequent	• Hazard is ***expected to occur*** regularly. • High level of recorded or anecdotal evidence of regular occurrence. • Strong opportunity, reason, or means for hazard to occur. • Frequent hazard recurrence.	**Daily to weekly**

A.1.6 Impact Extent

Impact extent refers to the probable geographic area and/or number of persons likely to be impacted by a specific hazard occurrence. The following table describes the four impact extent categories and general characteristics used for this analysis.

Table 12—Impact Extent Categories

Category	General Characteristics
Negligible	**Less than 1 percent** of planning area or planning area population likely impacted.
Limited	**Less than 10 percent** of planning area or planning area population likely impacted.
Significant	**10–50 percent** of planning area or planning area population likely impacted.
Extensive	**More than 50 percent** of planning area or planning area population likely impacted.

A.1.7 Impact Severity

Impact severity refers to the magnitude or reasonably expected loss a hazard occurrence has on people, buildings, lifeline services, the environment, and the community as a whole. The following table describes the five consequence severity categories and general characteristics used for this analysis.

Table 13—Impact Severity Categories

Category	General Characteristics
Insignificant	• No injuries or fatalities • None to few persons displaced for short duration • Little or no personal support required • None to inconsequential damage • None to minimal community disruption • No measurable environmental impacts • None to minimal financial loss • No wildland Fire Hazard Severity Zones
Minor	• Few injuries; no fatalities; minor medical treatment only • Some displacement of persons for less than 24 hours • Some personal support required • Some minor damage • Minor community disruption of short duration • Small environmental impacts with no lasting effects • Minor financial loss • No wildland Fire Hazard Severity Zones
Moderate	• Medical treatment required; some hospitalizations; few fatalities • Localized displaced of persons for less than 24 hours • Personal support satisfied with local resources • Localized damage • Normal community functioning with some inconvenience • No measurable environmental impacts with no long-term effects, or small impacts with long-term effect • Moderate financial loss • Less than 25% of area in *Moderate* or *High* wildland FHSZ
Major	• Extensive injuries; significant hospitalizations; many fatalities • Large number of persons displaced for more than 24 hours • External resources required for personal support • Significant damage • Significant community disruption; some services not available • Some impact to environment with long-term effects • Major financial loss with some financial assistance required • More than 25% of area in *Moderate* or *High* wildland FHSZ; less than 25% in *Very High* wildland FHSZ
Extreme	• Large number of severe injuries requiring hospitalization; significant fatalities • General displacement for extended duration • Extensive personal support required • Extensive damage • Community unable to function without significant external support • Significant impact to environment and/or permanent damage • Catastrophic financial loss; unable to function without significant support • More than 50% of area in *High* wildland FHSZ; more than 25% of area in *Very High* wildland FHSZ

A.1.8 Overall Risk

Overall risk was determined by considering the probability of occurrence, likely impact extent, and reasonably expected impact severity using the following tables.

Table 14—Overall Risk Categories – Negligible Impact Extent

Probability of Occurrence	Impact Severity				
	Insignificant	Minor	Moderate	Major	Extreme
Rare	*Low*	*Low*	*Low*	*Low*	*High*
Unlikely	*Low*	*Low*	*Low*	*Low*	*High*
Possible	*Low*	*Low*	*Low*	*Moderate*	*High*
Probable	*Low*	*Low*	*Low*	*Moderate*	*High*
Frequent	*Low*	*Low*	*Low*	*Moderate*	*High*

Table 15—Overall Risk Categories – Limited Impact Extent

Probability of Occurrence	Impact Severity				
	Insignificant	Minor	Moderate	Major	Extreme
Rare	*Low*	*Low*	*Low*	*Moderate*	*High*
Unlikely	*Low*	*Low*	*Low*	*Moderate*	*High*
Possible	*Low*	*Low*	*Moderate*	*High*	*High*
Probable	*Low*	*Low*	*Moderate*	*High*	*Extreme*
Frequent	*Low*	*Low*	*Moderate*	*High*	*Extreme*

Table 16—Overall Risk Categories – Significant Impact Extent

Probability of Occurrence	Impact Severity				
	Insignificant	Minor	Moderate	Major	Extreme
Rare	*Low*	*Low*	*Low*	*Moderate*	*High*
Unlikely	*Low*	*Low*	*Moderate*	*High*	*High*
Possible	*Low*	*Low*	*Moderate*	*High*	*Extreme*
Probable	*Low*	*Moderate*	*Moderate*	*High*	*Extreme*
Frequent	*Low*	*Moderate*	*High*	*High*	*Extreme*

Table 17—Overall Risk Categories – Extensive Impact Extent

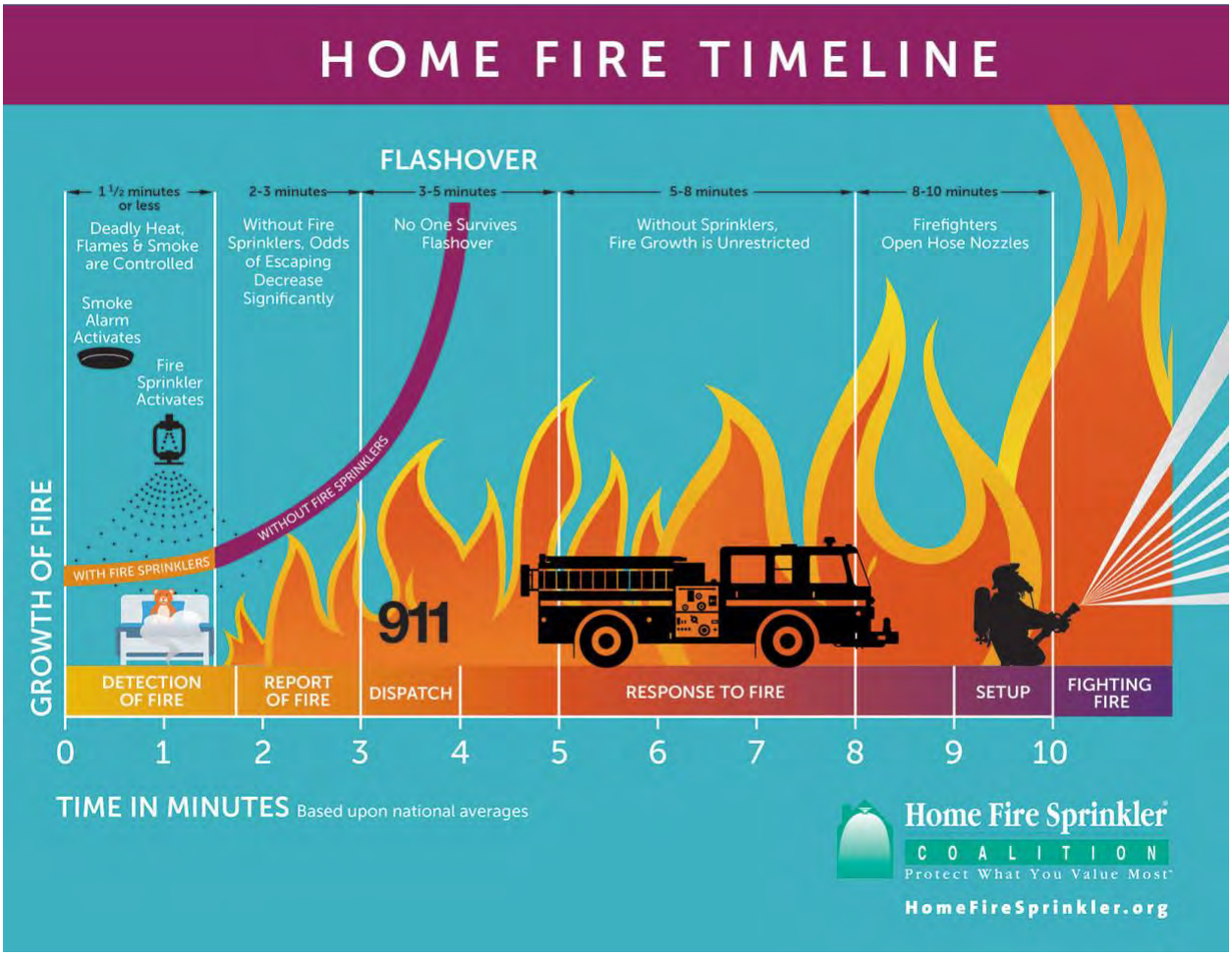
Probability of Occurrence	Impact Severity				
	Insignificant	Minor	Moderate	Major	Extreme
Rare	*Low*	*Low*	*Moderate*	*High*	*Extreme*
Unlikely	*Low*	*Low*	*Moderate*	*High*	*Extreme*
Possible	*Low*	*Moderate*	*High*	*High*	*Extreme*
Probable	*Low*	*Moderate*	*High*	*Extreme*	*Extreme*
Frequent	*Moderate*	*Moderate*	*High*	*Extreme*	*Extreme*

A.1.9 Building Fire Risk

One of the primary hazards in any community is building fire. Building fire risk factors include building size, age, construction type, density, occupancy, and height above ground level; required fire flow; proximity to other buildings; built-in fire protection/alarm systems; available fire suppression water supply; building fire service capacity; and fire suppression resource deployment (distribution/concentration), staffing, and response time.

The following figure illustrates the building fire progression timeline. It shows that **flashover**, the point at which the entire room erupts into fire after all combustible objects reach their ignition temperature, can occur as early as 3:00 to 5:00 minutes from initial ignition. Human survival in a room after flashover is extremely improbable.

Figure 5—Building Fire Progression Timeline



Source: http://www.firesprinklerassoc.org

Population Density

Population density within the City is approximately 4,800 people per square mile.[6] Although risk analysis across a wide spectrum of other Citygate clients shows no direct correlation between population density and building fire *occurrence*, it is reasonable to conclude that building fire *risk* relative to potential impact on human life is greater as population density increases, particularly in areas with high-density, multiple-story buildings.

Water Supply

A reliable public water system providing adequate volume, pressure, and flow duration in close proximity to all buildings is a critical factor in mitigating the potential consequence severity of a community's building fire risk. According to Department staff, available fire flow volume and

[6] Source: U.S. Census Bureau Quick Facts.

pressure are adequate throughout the service area except for annexed areas of the County in the Valley Drive, East Broadway, and Manchester/Station areas.

Building Fire Risk Assessment

The following table summarizes Citygate's assessment of the City's building fire risk.

Table 18—Building Fire Risk Assessment

Building Fire Risk	Citywide
Probability of Occurrence	Probable
Impact Extent	Limited
Impact Severity	Moderate
Overall Risk Rating	**Moderate**

A.1.10 Vegetation Fire Risk

Some areas within and adjacent to the City are susceptible to a vegetation fire. Vegetation/wildland fire risk factors include vegetative fuel types and configuration, weather, topography, prior fires, water supply, mitigation measures, and vegetation/wildland fire service capacity.

Vegetative Fuels

Vegetative fuel factors influencing fire intensity and spread include fuel type (vegetation species), height, arrangement, density, and moisture. In addition to decorative landscape species, vegetative fuels within the city consist of a mix of annual grasses and weeds, invasive species, and mixed deciduous and conifer tree species. Once ignited, vegetation fires can burn intensely and contribute to rapid fire spread under the right fuel, weather, and topographic conditions.

Weather

Weather elements, including temperature, relative humidity, wind, and lightning, also affect vegetation/wildland fire potential and behavior. High temperatures and low relative humidity dry out vegetative fuels, creating a situation where fuels will more readily ignite and burn more intensely. Wind is the most significant weather factor influencing vegetation/wildland fire behavior, with higher wind speeds increasing fire spread and intensity. Fuel and weather conditions most conducive to vegetation/wildfires generally occur from about May through October; however, above-normal temperatures and drought can increase that period on either end.

Topography

Vegetation/wildland fires tend to burn more intensely and spread faster when burning uphill and up-canyon, except for a wind-driven downhill or down-canyon fire. The generally flat topography of the City has minimal effect on vegetation fire behavior and spread.

Water Supply

Another significant vegetation fire consequence severity factor is water supply immediately available for fire suppression. According to Department staff, available fire flow and hydrant spacing is adequate throughout the City except for some annexed County areas.

Wildland Fire Threat Zones

The Merced County Multi-Jurisdictional Hazard Mitigation Plan identifies the City as a low hazard for wildland fire with a low annual probability of a wildland fire.[7]

Vegetation Fire Risk Assessment

The following table summarizes Citygate's assessment of the City's vegetation fire risk.

Table 19—Vegetation/Wildland Fire Risk Assessment

Vegetation/Wildland Fire Risk	Citywide
Probability of Occurrence	Possible
Impact Extent	Negligible
Impact Severity	Minor
Overall Risk Rating	**Low**

A.1.11 Medical Emergency Risk

Medical emergency risk in most communities is predominantly a function of population density, demographics, violence, health insurance coverage, and vehicle traffic.

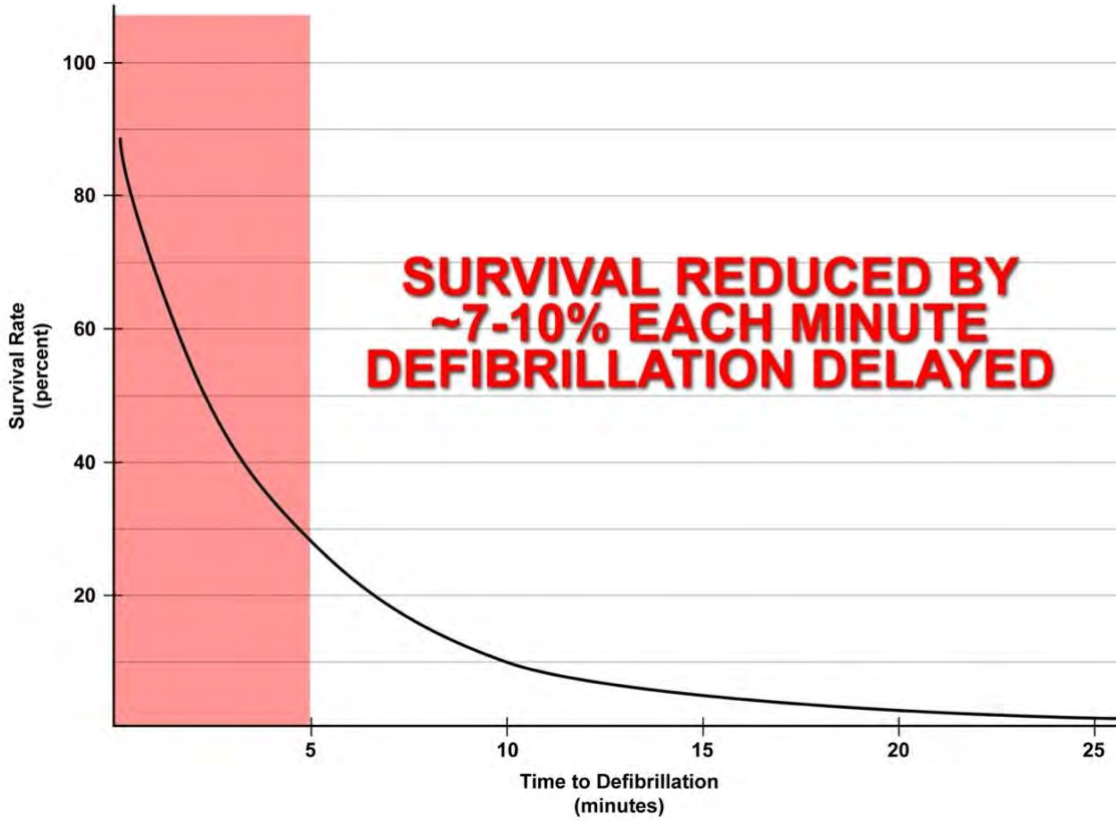
Medical emergency risk can also be categorized as either a medical emergency resulting from a traumatic injury or a health-related condition or event. Cardiac arrest is one serious medical emergency among many where there is an interruption or deprivation of oxygen to the brain.

The following figure illustrates the reduced survivability of a cardiac arrest victim as time to defibrillation increases. While early defibrillation is one factor in cardiac arrest survivability, other

[7] Source: Merced County Multi-Jurisdictional Hazard Mitigation Plan, Figures 4-38 and 4-40.

factors can influence survivability as well, such as early CPR and pre-hospital advanced life support interventions.

Figure 6—Survival Rate versus Time to Defibrillation



Population Density

Population density within the City is approximately 4,800 people per square mile.[8] Risk analysis across a wide spectrum of other Citygate clients shows a direct correlation between population density and the *occurrence* of medical emergencies, particularly in high urban population density zones.

Demographics

Medical emergency risk tends to be higher among older, poorer, less educated, and uninsured populations. As shown in Table 9, 12.4 percent of the service area population is 65 and older; nearly 30 percent of the population over 24 years of age has less than a high school education or equivalent; 17.5 percent of the population is at or below poverty level; and nearly 10 percent of the population under age 65 does not have health insurance coverage.

[8] Source: U.S. Census Bureau Quick Facts.

Vehicle Traffic

Medical emergency risk tends to be higher in areas of a community with high daily vehicle traffic volume, particularly areas with high traffic volume traveling at high speeds. The City's transportation network includes Highway 99 carrying an aggregate annual average daily traffic volume of more than 54,000 vehicles.[9]

Medical Emergency Risk Assessment

The following table summarizes Citygate's assessment of the City's medical emergency risk.

Table 20—Medical Emergency Risk Assessment

Medical Emergency Risk	Citywide
Probability of Occurrence	Frequent
Impact Extent	Limited
Impact Severity	Moderate
Overall Risk Rating	**Moderate**

A.1.12 Hazardous Material Risk

Hazardous material risk factors include fixed facilities that store, use, or produce hazardous chemicals or waste; underground pipelines conveying hazardous materials; aviation, railroad, maritime, and vehicle transportation of hazardous commodities into or through a jurisdiction; vulnerable populations; emergency evacuation planning and related training; and specialized hazardous material service capacity.

Fixed Hazardous Materials Facilities

The City has some sites requiring a state or County hazardous material operating permit or Hazardous Materials Business Plan. In addition, high-pressure natural gas distribution pipelines are located adjacent to the BNSF Railway alignment, Winton Way, and Bellevue Road west of Winton Way.

Transportation-Related Hazardous Materials

The service area also has transportation-related hazardous material risk because of its road transportation network, including Highway 99 carrying an aggregate annual average daily truck

[9] Source: California Department of Transportation (2021 data).

traffic volume of more than 54,000 vehicles, some of which are transporting hazardous commodities.[10]

The service area also has transportation-related hazardous material risk due to more than 30 train movements into and through the City daily, many of which are transporting hazardous commodities.[11]

Population Density

Because hazardous material emergencies have the potential to adversely impact human health, it is logical that the higher the population density, the greater the potential population exposed to a hazardous material release or spill.

Vulnerable Populations

Persons vulnerable to a hazardous material release/spill include individuals or groups unable to self-evacuate, generally including children under the age of 10, the elderly, and persons confined to an institution or other setting where they are unable to leave voluntarily. As shown in Table 9, nearly 27 percent of the population is under age 10 or is 65 years and older.

Hazardous Material Risk Assessment

The following table summarizes Citygate's assessment of the City's hazardous materials risk.

Table 21—Hazardous Materials Risk Assessment

Hazardous Material Risk	Citywide
Probability of Occurrence	Possible
Impact Extent	Limited
Impact Severity	Minor
Overall Risk Rating	**Low**

A.1.13 Technical Rescue Risk

Technical rescue risk factors include active construction projects; structural collapse potential; confined spaces, such as tanks and underground vaults; bodies of water, including rivers and streams; industrial machinery use; transportation volume; and earthquake, flood, and landslide potential.

[10] Source: California Department of Transportation.
[11] Source: U.S. Department of Transportation, Federal Railroad Administration

Construction Activity

There is ongoing residential, commercial, industrial, and infrastructure construction activity within the City.

Confined Spaces

There are confined spaces within the service area, including tanks, vaults, and open trenches.

Bodies of Water

There are multiple canals and seasonal waterways within the City.

Transportation Volume

Another technical rescue risk factor is transportation-related incidents requiring technical rescue. This risk factor is primarily a function of vehicle, railway, maritime, and aviation traffic. Vehicle traffic volume is the greatest of these factors within the service area, with Highway 99 carrying an aggregate annual average daily traffic volume of more than 54,000 vehicles.

Earthquake Risk

The Merced County Multi-Jurisdictional Hazard Mitigation Plan identifies the County's probability of damaging seismic ground shaking as "occasional" due to proximity to the San Andreas Fault and that fault's history.

Flood Risk

According to the Merced County Multi-Jurisdictional Hazard Mitigation Plan, significant flooding occurs within the County approximately every five years. The Plan also identifies 354 parcels and 360 buildings within the City with potential to be damaged by a flood event.

Technical Rescue Risk Assessment

The following table summarizes Citygate's assessment of the City's technical rescue risk.

Table 22—Technical Rescue Risk Assessment

Technical Rescue Risk	Citywide
Probability of Occurrence	Possible
Impact Extent	Limited
Impact Severity	Moderate
Overall Risk Rating	**Moderate**

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APPENDIX B—FACILITY ASSESSMENT WORKSHEETS

FACILITY ASSESSMENT

Fire Station 41

Address: 699 Broadway Ave, Atwater CA 95301		
Ownership: Atwater City		
Parcel Size (acres)	**.73**	
Building Size (sq. ft.)	**14,656**	
Number of Stories	**1**	
Building Age (years)	**42**	
Daily Staffing	Min. 3	Max 5
Number of Apparatus	Min. 2	Max. 2
Apparatus Bays	Indoor: 6	Outdoor: 0

Assessment Factor	Finding			
Essential Services Facility	**Yes**	**No**	**Unknown or N/A**	**Comments**
Meets ESA Seismic Requirements		X		No
Meets ADA Access Requirements		X		
Backup Electrical Generator	X			Size: 8KW Fuel: NATURAL GAS
On-Site Vehicle Fueling		X		
Facility Safety/Security				
Fire Sprinkler System		X		
Smoke Detectors	X			
CO Detectors	X			
Vehicle Exhaust Capture System	X			
PPE allowed in living/sleeping areas		X		
Smoking and tobacco free	X			
Apparatus door safety features		X		Existing but nonoperational
Station Alerting System Conformance with NFPA 1500	X			
Carcinogen Contamination Control Zones		X		
PPE Storage Conformance with NFPA 1851	X			
Dedicated PPE Cleaning Equipment		X		Located at Station 42
Dedicated PPE Decontamination Area		X		
Dedicated Medical Waste Disposal		X		
Dedicated EMS Equipment/Supply Storage	X			
Secured Building Access	X			
Secured Employee Parking	X			
Annual Safety Inspections	X			**Last Inspection: 2/10/2024**

Major Facility Systems/Components	Last Serviced or Repaired	Last Replaced	Condition	Notes
HVAC		**2019?**	**Good**	Replaced around 2019
Roof		**2021?**	**Good**	Resurfaced around 2021
Asphalt Surfaces	**NA**		**Fair**	Asphalt in rear is aging and front aprons are still operational but will need some repairs in the coming years
Standby Generator				
SCBA Air Compressor	**2023**		**Good**	Serviced annually + a new stationary unit
PPE Extractor				Located at Station 42

Functional Areas	Yes	No	Number	Total Area (Sq. Ft.)	Meets Current Needs	Meets Anticipated Future Needs
Office/Workspace	**X**		**3**	**390**	**Y**	**N**
Restroom(s)	**X**		**2**	**415**	**N**	**N**
Sleeping (bedrooms/beds)	**X**		**3/7**	**745**	**Y**	**N**
Kitchen/Dining	**X**		**2**	**700**	**Y**	**Y**
Living Area / Day Room	**X**		**1**	**270**	**Y**	**N**
Physical Fitness Workout Space	**X**		**1**	**400**	**Y**	**N**
Storage Space	**X**		**3**	**60**	**Y**	**N**
Workshop	**X**		**1**	**150**	**Y**	**N**
Training Room	**X**		**0**	**0**	**N**	**N**
SCBA Storage	**X**		**1**	**10**	**Y**	**Y**
SCBA Refill Station	**X**		**2**	**250**	**Y**	**Y**

Emergency Vehicle Parking/Storage	YES	NO	Number	Total Area (Sq. Ft.)	Meets Current Needs	Meets Anticipated Future Needs
Drive-Through Apparatus Bays		**X**	**0**	**6300**	**N**	**N**
Front Apparatus Apron	**X**		**6**	**1720**	**N**	**N**
Rear Apparatus Apron / Parking		**X**	**0**	**0**	**N**	**N**

Comments/Recommendations

Overall facility condition:

Some remodels have taken place, and the facility is improving; however, it still needs its fair share of improvements.

This station does sit in a great geographical location although it lacks several needed features to provide for the most safety and efficiency for firefighters and the community.

FACILITY ASSESSMENT

Fire Station 42

Address: 2006 Avenue Two, Atwater, CA 95301		
Ownership: City of Atwater		
Parcel Size (acres)	**1.1**	
Building Size (sq. ft.)	**7,500**	
Number of Stories	**1**	
Building Age (years)	**18**	
Daily Staffing	Min. 3	Max. 5
Number of Apparatus	Min. 2	Max. 2
Apparatus Bays	Indoor: 2	Outdoor: 0

Assessment Factor	Finding			
Essential Services Facility	**Yes**	**No**	**Unknown or N/A**	**Comments**
Meets ESA Seismic Requirements	✓			
Meets ADA Access Requirements	✓			
Backup Electrical Generator	✓			Size: 100Kw 250 Gallon Tank Fuel: LPL
On-Site Vehicle Fueling		✓		Fueling is done at city yard.
Facility Safety/Security				
Fire Sprinkler System	✓			
Smoke Detectors	✓			
CO Detectors	✓			
Vehicle Exhaust Capture System	✓			
PPE allowed in living/sleeping areas		✓		
Smoking and tobacco free	✓			
Apparatus door safety features	✓			
Station Alerting System Conformance with NFPA 1500	✓			
Carcinogen Contamination Control Zones	✓			
PPE Storage Conformance with NFPA 1851	✓			
Dedicated PPE Cleaning Equipment	✓			
Dedicated PPE Decontamination Area		✓		
Dedicated Medical Waste Disposal		✓		
Dedicated EMS Equipment/Supply Storage	✓			
Secured Building Access	✓			
Secured Employee Parking	✓			
Annual Safety Inspections	✓			**Last Inspection: 2024**

Major Facility Systems/Components	Last Serviced or Repaired	Last Replaced	Condition	Notes
HVAC	**1/2024**	**Original**	**Fair**	Recent problems 2/2024
Roof	**12/2023**	**Original**	**Fair**	Had major leaks over the years and only temporary patch jobs have been completed
Asphalt Surfaces	**2006**	**Original**	**Like New**	Not asphalt. Concrete surface.
Standby Generator	**7/29/22**	**Original**	**Like New**	
SCBA Air Compressor	**N/A**	**N/A**	**N/A**	No SCBA Air compressor present (Located at Station 41)
PPE Extractor	**2009**	**Original**	**Used**	

Functional Areas	Yes	No	Number	Total Area (Sq. Ft.)	Meets Current Needs	Meets Anticipated Future Needs
Office/Workspace	✓		**5**	**1,700**	**Y**	**Y**
Restroom(s)	✓		**4**	**700**	**Y**	**Y**
Sleeping (bedrooms/beds)	✓		**3/6**	**600**	**Y**	**Y**
Kitchen/Dining	✓		**1**	**500**	**Y**	**Y**
Living Area / Day Room	✓		**1**	**800**	**Y**	**Y**
Physical Fitness Workout Space	✓		**1**	**120**	**N**	**N**
Storage Space	✓		**1**	**450**	**Y**	**Y**
Workshop	✓		**1**	**200**	**Y**	**Y**
Training Room	✓		**1**	**400**	**Y**	**Y**
SCBA Storage		✓	**0**	**0**	**N**	**N**
SCBA Refill Station		✓	**0**	**0**	**N**	**N**

Emergency Vehicle Parking/Storage	YES	NO	Number	Total Area (Sq. Ft.)	Meets Current Needs	Meets Anticipated Future Needs
Drive-Through Apparatus Bays	✓		**2**	**1,800**	**Y**	**Y**
Front Apparatus Apron	✓		**1**	**2,700**	**Y**	**Y**
Rear Apparatus Apron / Parking	✓		**1**	**10,000**	**Y**	**Y**

Comments/Recommendations

Overall facility condition:

Overall condition of the fire station is good. There are some improvements that can be made to make for better accommodations for on-duty personnel as well as repairs in planning for future growth, but the facility is very functional.

Appendix 1B.

Citygate Study
Police Services Master Plan

CITYGATE
POLICE SERVICES

POLICE SERVICES FACILITY NEEDS MASTER PLAN

CITY OF ATWATER, CA

MAY 22, 2024

CITYGATE
POLICE SERVICES

WWW.CITYGATEASSOCIATES.COM
600 COOLIDGE DRIVE, SUITE 150
FOLSOM, CA 95630
PHONE: (916) 458-5100
FAX: (916) 983-2090

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FACILITIES ASSESSMENT

1. EXECUTIVE SUMMARY

The City of Atwater (City) retained Citygate Associates, LLC (Citygate) to conduct a high-level Police Facility Needs Master Plan. As part of the Master Plan effort, Citygate was to analyze current Police Department (Department) staffing, equipment, and facilities; evaluate future facility needs based on this analysis; and provide appropriate recommendations regarding Department staffing to facility needs.

The current police station significantly predates all modern building and civic essential facility requirements. The facility requires near-term enhancements and remodeling measures to ensure it can meet the short-term needs of the Department and community. If these improvements are made, the facility could serve the needs of the Department for the next three to five years.

One issue that the City and Department need to address immediately concerns the expansion or relocation of the 9-1-1 Communications Center (the City's Public Safety Answering Point, or PSAP). The Communications Center is where all incoming emergency calls for the Department are received. Calls for service are then dispatched to Patrol officers for response. The Center is currently in violation of the Americans With Disabilities Act (ADA). The City was notified of this fact during the spring of 2023 by the state of California. There is a plan to further remodel the current building to ensure it can serve the Department and community for a further three to five years. The Department's proposal for what the interim remodel would consist of has been attached as **Appendix A** to this study. In the mid to longer term, a larger, full replacement of the police facility will be required for the City to maintain adequate working space for Department personnel—including specialty services, management, and logistical support—considering projected population growth and the associated increase in calls for service.

Other cities in Atwater's situation have found that there are only **two viable choices**:

1. The City could conduct a **temporary remodel** of the current facility while also immediately proceeding with the process of a new facility being funded, sited, designed, and constructed—meeting all regulatory requirements and being built to last 25 plus years.
2. If absent the resources to replace the police/City building in less than five years, the City could locate a **vacant commercial building** that would be cost effective to remodel for use as a police department, and which could serve the City for a decade or more.

At the conclusion of the analysis section of this study, Citygate makes four specific findings and five actionable recommendations for the City to consider.

2. POLICY CHOICES FRAMEWORK

There are no official national standards regarding law enforcement deployment and no mandatory federal or state regulations directing the level of police service staffing, response times, or outcomes. If services are provided, local, state, and federal safety and how to police regulations must be followed to ensure the safety of the public and the personnel providing the services.

It is worth noting that new, unfunded mandates are being added annually due to new laws from the California state legislature. **In the past three years, hundreds of new laws have been passed in response to nationally publicized incidents involving law enforcement**. Cities have little or no control over what laws are passed annually but are forced to comply with mandates—including any costs associated with the implementation of new laws. Mandates may include the collection of data related to persons arrested, time requirements pertaining to the release of body-worn camera footage from a critical incident, or new required training standards.

3. GENERAL POLICE SERVICE STAFFING OVERVIEW

Some jurisdictions in California use the number of officers per 1,000 citizens as a **benchmark** for police staffing. This measurement will show the physical staffing, or number of sworn officers, for a police department. However, what is necessary for any department to both respond to crime-driven demand for police services and proactively prevent future crime will vary greatly depending on the community served.

For example, a police department serving a smaller, more rural city will have a significantly different workload than that of a police department serving a medium-sized or larger city. The Department's current staffing ratio is .78 officers per 1,000 residents. While this ratio is not necessarily an accurate indicator of staffing needs, it can provide a starting point when seeking to understand the City's current context and situation as it pertains to police services.

A more accurate and helpful way for a police department to measure a community's policing needs is to analyze **service demand**: (1) what specific tasks are being performed by the department's personnel daily, and (2) at what volume are the tasks being performed? This is a more indicative measure of a community's needs than simply comparing the number of officers in a police department to the number of citizens within a community.

It is crucial for police agencies to understand service demand to effectively and efficiently allocate resources, respond to community needs, and forecast future law enforcement strategies. Service demand is commonly understood through the following means and metrics.

- Monitoring the type and volume of calls for service

- Analysis of crime statistics and trends—including crime mapping via the use of geographic information systems (GIS) to identify crime "hotspots" and allocate resources accordingly
- Data analysis, including:
  - Response times
  - Officer committed time to incidents and utilization rates
  - Identifying patterns in demand for police services across different times and locations
  - Traffic incidents
  - Citizen complaints
- Community expectations and feedback

By utilizing these methods, police agencies can continually improve their understanding of service demand and tailor their operations and performance metrics to effectively meet the needs of the communities they serve.

Increased staffing in response to crime rates, service demand, and community expectations involves other elements of police services as well. For instance, the number of personnel in a police department will naturally dictate how much space is required of a police facility.

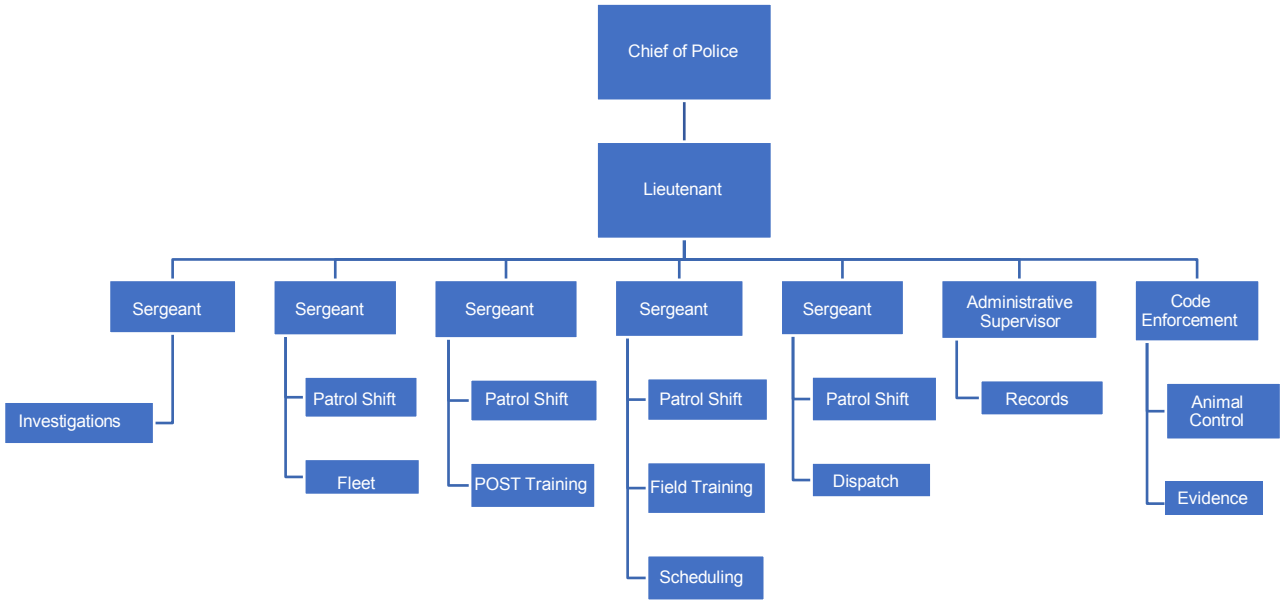
3.1 Current Department Staffing

As of January 2024, the Department's authorized full-time equivalent (FTE) staffing is as follows.

Sworn Peace Officers:	**28** including: the Chief of Police, one Lieutenant, four Sergeants, 21 police officers, and one reserve police officer. Three positions are currently vacant.
Professional Staff:	**14** including: two Community Service Officers (CSOs), one Code Enforcement Manager, one Code Enforcement officer, one Records Manager, two Records officers, and seven dispatchers.

The following organizational chart reflects the Department's command structure.

Figure 1—Atwater Police Department Organizational Chart



The Department's ratio of sworn personnel to resident population is .78 officers per 1,000 residents. This is less than the statewide average rate of 2.2 officers per 1,000 population (FBI, 2022), though the statewide average also includes sworn personnel such as campus police officers and sheriff's deputies that work in jails.

The Department's attrition rate during the year was eight percent for sworn positions, which represented a marked improvement compared to previous years. For professional personnel, the Department's attrition rate during the previous year was zero percent. At the end of 2023, all full-time, professional positions were filled.

Patrol Staffing

The Department deploys a range of two to five officers and professional Community Service Officers per shift. Within the police station facility, Patrol and CSO officers require a common area to process evidence, complete crime reports, and manage other daily tasks. There needs to be a processing area for labeling and packaging evidence for proper booking and chain of evidence. Proper evidence storage is a critical function of law enforcement agencies and is highly regulated by the California Commission on Peace Officer Standards and Training (CA POST).

Officers also require an area for processing and interviewing arrestees prior to their transport to the Merced County Jail. This area should include a workstation with a place for the arrestee to sit in a secure setting while allowing the officer to safely process the arrest paperwork.

Dispatch Staffing

The level of Patrol staffing above requires two dispatchers on duty 24 hours per day. Each dispatcher needs a full workstation with multiple telephone lines and computer screens. Dispatchers are required to monitor incoming emergency telephone lines, non-emergency lines, and dispatch radio communications to and from Patrol officers. Dispatchers also monitor incoming calls from Patrol officers who may have questions regarding the calls for service they are responding to.

Detective Staffing

The Department's officers assigned as detectives each need their own workspace with access to electronic records, supervisors, and evidence storage.

3.2 Atwater Service Demand

Calls for service (CFS) refer to requests made to law enforcement agencies for assistance, intervention, or response to various incidents or situations. There are **two primary categories** of CFS responded to by police officers.

> **Officer-initiated** CFS are incidents that are initiated by police officers themselves rather than being prompted by a public request. These CFS often involve proactive policing activities, enforcement actions, or routine patrols including traffic stops.
>
> **Public-generated** CFS are requests for police assistance that are initiated by members of the public, businesses, government agencies, or other entities. Public-generated CFS encompass a large variety of situations, including emergencies, crimes, disturbances, and non-emergency requests for assistance. These CFS are typically received and processed by police dispatchers or call centers, who prioritize and dispatch officers to respond based on the type and urgency of the situation.

Both officer-initiated and public-generated CFS are major components of a police department's workload. Thus, police departments utilize CFS data to analyze workload, prioritize responses, allocate resources, and assess the effectiveness of policing strategies.

The following service demand data is from the Department's 2023 Annual Report to the community.

The Department's CFS data over time shows both activities generated by the public and activity generated by preventative Patrol activities. In 2021, the Department managed 24,438 CFS. In 2022, the Department managed 25,499 CFS. In 2023, the Department managed 28,208 CFS. The 2023 CFS numbers represent a 10.6 percent increase over 2022. The continued growth in the community and the addition of the public online minor incident reporting portal assisted in the increase. Officer-initiated CFS also increased by 16.6 percent from 8,854 contacts in 2022 to 10,324 in 2023. This increase is

attributed to the addition of a new code enforcement officer, increased abandoned vehicle abatement, and the increase in contacts with the unhoused population.

The following table and figure break down CFS by priority and year. Priority 1 calls are considered emergencies and should be dispatched within a 3:00-minute period. Priority 2 calls encompass most citizen-initiated activities/incidents. Priority 3 calls are mostly officer initiated.

Table 1—Calls for Service by Priority and Year (2021–2023)

Type	2021	2022	2023
Priority 1	648	741	694
Priority 2	5,883	5,878	5,280
Priority 3	17,907	18,880	22,233
Non-Classified	0	0	1
Total	**24,438**	**25,499**	**28,208**

Figure 2—Calls for Service by Priority and Year (2021–2023)

In 2021, the Department made the commitment to begin the conversion to the National Incident-Based Reporting System (NIBRS) and Computer-Based Incident Reporting System (CBIRS) formats with the upgrade of its records management system. This method of data collection can show numbers that are

elevated and make it appear as though there is more criminal activity than is occurring in reality. The following table documents the Department's 2023 CIBRS data.

Table 2—Computer-Based Incident Reporting System Data (2023)

Classification of Offenses	Offenses Reported	Unfounded	Actual Offenses	Tot. Offenses Cleared	Clearances Involving Persons Under 18 Yr. of Age
Murder/NonNegligent Homicide(Total)	**3**	**0**	**3**	**1**	**0**
Manslaughter by Negligence(Total)	**1**	**0**	**1**	**0**	**0**
Rape(Total)	**11**	**0**	**11**	**1**	**0**
Rape	11	0	11	1	0
Attempted Rape	0	0	0	0	0
Robbery(Total)	**24**	**0**	**24**	**4**	**0**
Robbery - Firearm	5	0	5	0	0
Robbery - Knife or Cutting Instrument	1	0	1	0	0
Robbery - Other Dangerous Weapon	6	0	6	0	0
Robbery - StrongArm(Hands,Fists,Feet,etc)	12	0	12	4	0
Assault(Total)	**501**	**0**	**501**	**197**	**19**
Assault - Firearm	40	0	40	10	2
Assault - Knife or Cutting Instrument	9	0	9	7	2
Assault - Other Dangerous Weapon	62	0	62	26	2
Assault - StrongArm(Hands,Fists,Feet,etc)	48	0	48	29	5
Assault - Other(Simple, Not Aggravated)	342	0	342	125	8
Burglary(Total)	**98**	**0**	**98**	**5**	**0**
Burglary - Forcible Entry	12	0	12	1	0
Burglary - Unlawful Entry(No Force)	81	0	81	3	0
Burglary - Attempted Forcible Entry	5	0	5	1	0
Larceny(Total) - Theft(Excluding Motor Vehicles)	**583**	**0**	**583**	**64**	**1**
Motor Vehicle Theft(Total)	**102**	**0**	**102**	**6**	**0**

The number of reported property crimes represents 59 percent of the number of reportable crimes to the Department and the majority share of the CIBRS statistics. The public-reported suspicious and criminal activity rates are commensurate with the City's population and activity levels.

Traffic Accidents

Besides the common writing of citations for traffic violations, the Department responds to and investigates all traffic accidents that occur within the City.

In 2023, the total number of traffic accidents investigated was 351, representing a decrease of approximately 11 percent from the 390 accidents investigated in 2022. It was the first year that the City did not average one traffic accident per day in the last five years.

However, the number of vehicle accidents involving *injury* increased by 41.3 percent—from 29 injury accidents in 2022, to 41 in 2023. Unfortunately, this included the Department's investigation of four fatal traffic collisions that cost six lives.

The continued decline in total traffic accidents is due to the effects of increased public awareness and traffic enforcement in the form of a part-time Motor officer and effective, directed patrols. The major causes of accidents are inattention and failure to follow posted traffic signs.

Animal Control

The Department is responsible for the animal control function for the City. Retrieved animals are housed at an animal control facility owned by the Merced County Sheriff's Office. By contract, the County shelters captured animals and collects fees, fines, and forfeitures for the Department

The Unit handled 1,144 animal control CFS for 2023, an average of 3.1 calls per day. On average, 60 percent of CFS ended in some sort of enforcement action by Animal Control officers. The other 40 percent of calls received by the Department represent incidents that were either cancelled by the caller, concerned animals that were unable to be located, or entailed animals that were being returned to their owners.

School Resource Officer Program

The Department renewed its partnership with the Atwater Elementary School District to provide law enforcement services to all elementary school sites for the 22–23 school year. Services provided to the district include:

- Outreach to students
- School Safety presentations
- Traffic and Patrol functions around the schools
- Criminal investigations.

This partnership has continued into the 23–24 school year with District and Department collaboration on several infrastructure projects to make the sites, students, and staff safer. The following table shows statistics related to incidents managed by School Resource Officers (SROs) in the first part of the most recent 23–24 school year.

Table 3—School Resource Officer Program Incidents and Comparison

Statistical Measure	Total Number	Trending 6-month Comparison to 22–23
Calls for Service	464	15% increase
Traffic Stops	22	81% decrease
Reports Taken	120	71% decrease
Citations Issued	92	97% decrease
Arrests Made	8	75% decrease

Code Enforcement Unit

The Department oversees the responsibilities of code enforcement for the City with a Code Enforcement Unit. Responsibilities related to blight enforcement, City ordinance enforcement, home encampment monitoring, shopping cart abatement, and abandoned vehicle enforcement were consolidated to management by this Unit. In 2022, the Unit handled approximately 1,247 CFS related to a variety of blight issues and issued 1,478 notices and citations to violators. The result of these enforcement actions was a 90 percent compliance that improved the overall look of the City.

These numbers significantly increased in 2023. The increase represents the effect of expanded staffing in the Unit, which allowed for greater capacity to manage a variety of blight issues. The Unit was augmented by the addition of a full-time Code Enforcement Officer to bolster its capacity to manage cases. In 2023, the Unit also handled 272 abandoned vehicle calls and generated 14 reports with 38 vehicles stored.

The Unit provides service in the following areas:

- Daily citizen phone calls for information, explanation, or direction for non-cases.
- Generation of new documents, innovative programs, and processes for the Code Enforcement program.
- Miscellaneous meetings with Building, Planning, and various City Departments related to projects.
- Displaced Citizen monitoring, including contact and data collection.

4. ATWATER POLICE DEPARTMENT FACILITY

The Department's current facility is located at 750 Bellevue Road and was constructed in 1966. The facility is located near the center of the City, providing members of the public with easy access to the Department.

The building is shared with City Hall and the City's Finance Department, with the Police Department portion occupying 9,000 square feet of the building's 12,000-square-foot total size. The main station houses 9-1-1 Communications Center, Records, Patrol operations, Animal Control, Administration, and Code Enforcement. The Department also continues to utilize a secure fenced area and Conex box at the Public Works Yard as an evidence storage facility.

The main station area of City Hall received a small renovation in 2021. Floor coverings were replaced, and portions of the interior were painted. Each employee now has their own locker. There are two locker rooms now that a new locker room was added for female personnel.

During 2023, the Department reallocated space on the southside of the building that was once occupied by City administration. A new conference room was constructed, the offices were refinished, and ADA accessible doors were installed. These measures provided a short-term solution to some specific infrastructure issues.

The Investigations Unit completed its relocation from Fire Station #2 back to headquarters. Projects to renovate that space and construct a new interview room are ongoing and were to be completed in the first quarter of 2024.

In partnership with PG&E and Public Works, the Department plans to construct a vehicle charging depot inside the secure parking lot. This will service the Department's growing fleet of plug-in hybrid and battery-powered electric vehicles. This facility is due to be completed in the first quarter of 2024.

As discussed in Citygate's assessment to follow, the facility still has serious, immediate inadequacies related to space needs of all types, as well as regulatory compliance challenges—all of which, together, hamper the delivery of effective police operations.

Property and Evidence

The property and evidence room was upgraded to provide better security and more space for storage related to criminal cases. Despite the added space, the property and evidence room is almost at full capacity. Accordingly, Citygate finds the Department should reduce the amount of evidence stored for criminal cases. To manage this complex process will require the expertise of personnel—whether sworn or professional staff—who can research criminal cases and carefully determine whether older evidence requires further time in storage or may be destroyed. The Department should temporarily employ retired annuitants to oversee this process as a one-time project. If this is not a viable option, the Department should consider additional temporary storage for the growing amount of evidence and property.

Interview Room

There is only one regular interview room with full audio and video capabilities. The room is used by both Patrol and Investigations.

Restrooms

The restroom facilities for staff are located in each of the respective locker rooms. Similar-sized law enforcement agencies typically have additional staff restroom facilities. There are also public restrooms in the lobby.

Equipment Room

The current equipment room is a converted jail cell from when the Department included a City jail. The City no longer operates any custodial facilities.

Dispatch / Communications Center (PSAP)

The portion of the facility allocated to Dispatch is too small. The 140-square-foot room is set up to accommodate two positions working at the same time. In the spring of 2023, the City received a warning letter from the California Occupational Safety and Health Administration (Cal OSHA) regarding the PSAP not being in compliance with Americans With Disabilities Act (ADA). If the City wanted to hire a dispatcher who required any reasonable accommodation, the candidate would not be able to access the Dispatch Center. This issue needs to be addressed as soon as possible.

Currently, two dispatchers are assigned to the Dispatch Center per shift. Future Dispatch needs should accommodate at least four dispatch workstations that are fully ADA compliant. Consideration should also be given to evolving technology—such as the possibility of more cameras being deployed throughout the City and installing the number of screens necessary to monitor camera locations. When designing a new police facility, the PSAP should be designed with adequate space for today's staffing needs while also anticipating needs 10 or more years into the future.

Parking

There is adequate and secure space for all *Department* vehicles whether marked or unmarked. The City has plans to install six additional charging stations for electric vehicles.

The rear of the building is accessible from a residential area. The public parking lot in the front of the building sits low and does not have good drainage. As a result, the front parking lot floods regularly during heavy rain events.

Department personnel are required to park their *personal* vehicles in an unsecured lot attached to a City park that is adjacent to the Department. This is not a secure parking lot for employees who are arriving to or leaving work during hours of darkness, particularly for female professional staff members. The current parking arrangement also leaves employees' personal vehicles vulnerable to vandalism.

5. POLICE FACILITY REGULATORY STANDARDS

5.1 Codes, Standards, and Legislation

California Building Code

The International Code Council launched the International Codes Series (I-codes) at the end of the 1990s as a singular replacement for regional building codes. Locally, the California Building Code is borne out of the International Building Code and local jurisdictions adopt the California Building Code as their own guidance.

The International Building Code provides a tiered approach for the required structural performance of a building and, as essential facilities, police stations are subject to the strictest structural requirements. While an office building is required to be built to protect life in the event of a disaster—which means the occupants survive but the building may be condemned—a police station must be designed to protect life and be immediately occupiable post-disaster. This means a police station will be better able to resist the shaking of an earthquake or the high winds of an unusual storm.

California Essential Services Buildings Seismic Safety Act (ESBSSA)

In 1986, the California Legislature determined that buildings providing essential services should be capable of providing those services to the public after a disaster. Their intent in this regard was defined in legislation known as the Essential Services Buildings Seismic Safety Act of 1986 and includes requirements that such buildings shall be:

> *"Designed and constructed to minimize fire hazards and to resist… the forces generated by earthquakes, gravity, and winds."* (Excerpt from Health and Safety Code section 16001)

The enabling legislation can be found in the California Health and Safety Code, Chapter 2, sections 16000 through 16022.[1] In addition, the California Building Code cited above defines how the intent of the act is to be implemented in Title 24, Part 1 of the California Building Standards Administrative Code, Chapter 4, Articles 1 through 3.

Americans with Disabilities Act (ADA)

The ADA, enacted in 1990, establishes a series of standards for accessibility for persons with identified disabilities (e.g., 2010 ADA Standards). Requirements for public buildings are scoped under Title 2 of the ADA, and public facilities are subject to higher accessibility standards than commercial and residential developments. Title 2 public buildings are required to be fully accessible for disabled staff and the public. The ADA law is clear: spaces are not exempt based on a policy that excludes persons with disabilities from certain work, and a police facility is considered a public building in its entirety.

[1] https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=HSC&division=12.5.&title=&part=&chapter=2.&article=

5.2 Other Facility Considerations

Community Presence and Access

A police station is a connection to the community to provide service and a destination for assistance and care for those in danger. The police station should be accessible to the community. Most police facilities being designed today provide space for community meetings and other engagement opportunities. Parking and walkways to the lobby of the station and emergency phone should follow ADA requirements to allow all members of the community to be able to approach the station for assistance. Many elements of the station's site configuration, building orientation, and exterior facade should provide a clear understanding of the location a community member should go to receive help, often the primary entry of the facility.

Safety – Vehicular Circulation

Site pathways and features should provide access and direction from the parking and pedestrian way to the pedestrian entry without crossing the path of department vehicle response. This provides community safety and more rapid response ability. There needs to be secure, separated parking for police and employee vehicles.

Security and Public to Private Separation

A separate lobby space should be provided to allow for the public to come to the police station. The lobby should be secure and separate from the working areas of the station.

The building and site of a police facility should be secure from theft and unauthorized visitors to protect equipment and personnel so they can perform their service to the community unhindered. Special equipment is an asset to the community and requires special training to operate. Visitor entry and parking can be located outside of a secure fence.

Equity And Inclusion

Traditional police stations provided facilities that had limited privacy, with open floor plans in offices, locker rooms, and restrooms. This reduced the opportunity to cultivate a diverse staff by not providing equitable and inclusive accommodations. For police departments to be inclusive and recruit, retain, and support a diverse assortment of personnel, facilities that accommodate all must be provided when an agency is designing a police building that can serve as a long-term replacement. Separate gender restrooms and showers allow for any officer to maintain equitable support conditions. This encourages diversity within a police department by providing a facility that has a layout that is inclusive to all.

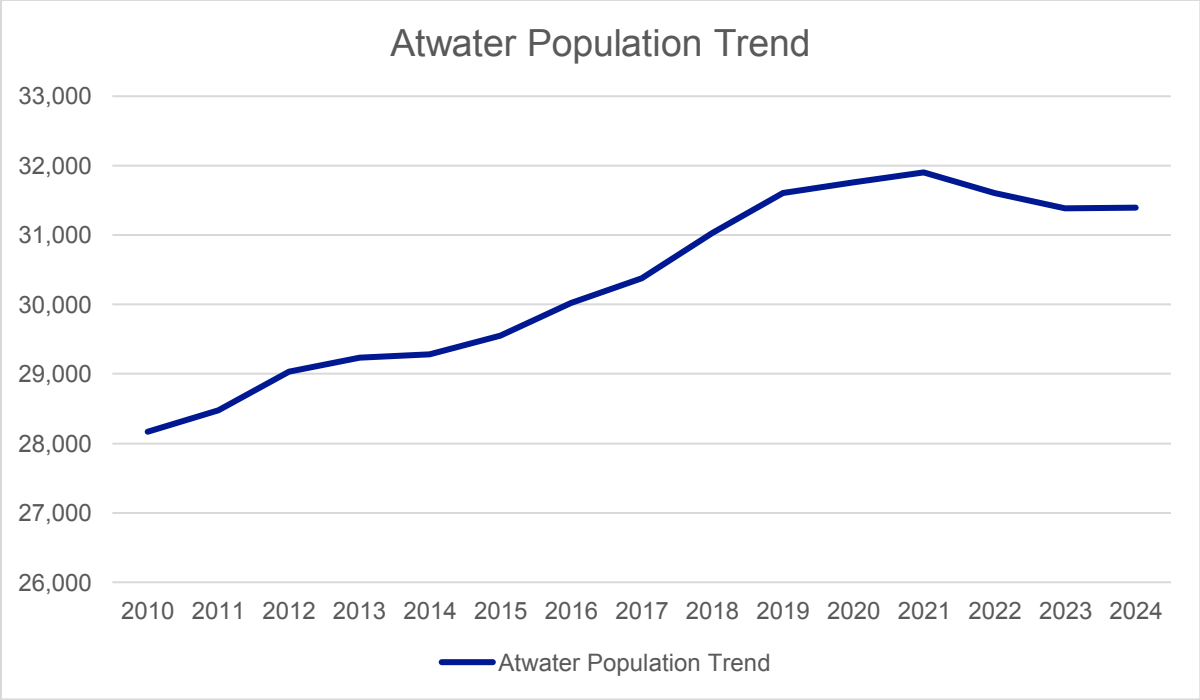
6. STATE DATA PERSPECTIVE ON ATWATER GROWTH

Understanding the City's basic population trajectory involves analyzing various factors including historical population growth, demographic composition, economic conditions, geographic location and amenities, and any potential policy / development initiatives.

During the peak of the COVID-19 pandemic, California saw a population *decline* for the first time since gaining statehood in 1850, with cities in the northern part of the state seeing more significant population loss than cities in the southern part of the state. This phenomenon was only mildly evident in the City of Atwater's specific numbers, as the City's steady, long-term growth continues to underscore its resilience and appeal. According to recent data from the California Department of Finance, the state once again experienced positive population growth overall in 2023, with several contributing factors leading to the end of a three-year period of population decline.[2] This trend reversal—while at a smaller scale—was evident in data pertaining to the City as well.

The following figure reflects the City's growth trajectory since 2010.

Figure 3—City of Atwater – Population Trend (2010–2024)



2010–2019 Population Data Source: State of California, Department of Finance, E-4 Population Estimates for Cities, Counties, and the State, 2011–2020, with 2010 Census Benchmark; Sacramento, California, May 2021. **2021–2024 Population Data Source**: State of California, Department of Finance, E-4 Population Estimates for Cities, Counties, and the State, 2021–2024, with 2020 Census Benchmark; Sacramento, California, May 2024.

[2] https://dof.ca.gov/wp-content/uploads/sites/352/Forecasting/Demographics/Documents/E-1_2024_Press_Release.pdf

6.1 City and Regional Studies: Population and Housing Unit Growth

The City is currently updating its General Plan and growth projections. For this study, Citygate reviewed the draft work to date, the Merced County Association of Governments 2023–2031 Draft City Multi-Jurisdictional Housing Element, the Association's 2022 County Regional Housing Needs Allocation (RHNA) Plan for Atwater, and the California Department of Finance historical population numbers for Atwater, upon which sales taxes allocations are based. Based on these documents, Citygate observed the following:

- 2023–2031 Draft City Multi-Jurisdictional Housing Element found:
  - The *resident* population for Atwater in 2010 was 28,168. By 2021, it was 31,401.
  - For housing units, this report found there were 9,771 units in 2010. By 2020, there were 10,448—an increase of 677 units at an average of 68 units per year.
- The California Department of Finance E-1 Population estimates found:
  - In 2023, Atwater had a reported population of 31,418 residents.
- The 2022, the County RHNA Plan identified:
  - Between 2023–2032, the City will need 3,017 total *additional* housing units, an average of 335 per year.

Current Atwater Development Applications

- Redwood Apartments: 52 units
- Waterstone Apartments: 120 units
- Sunset Project: 25 homes
- University Park: approximately 364 multi-family units

The near-term total of all units is 561. If all units were built over the next three years, the average number of units per year would be 187. A rate of 187 units per year is slightly more than 2.5 times the historic rate of 68 units per year.

Population Projection

- Starting with the E-1 2023 population of 31,418 and subtracting the 2010 population of 28,168 yields an increase of 3,250 residents—an average gain of 250 residents (0.8 percent) per year.
- The Housing Element showed a gain of 68 units per year over the past ten years.

- The RHNA Plan desires a gain of 335 units per year.

The historic units and population growth rates year over year were very modest. The latest number of annual units called for by the RHNA is very aggressive given current financing challenges for buyers and builders related to housing. The current City applications for housing average 187 units *per year*, in-between the two low/high numbers. Thus, using 187 units per year for three years, times a typical, moderate rate of 2.5 people per dwelling unit, equals a resident growth rate of 468 people *per year*, which is just under double the historic rate. As a percent increase of a base population of 31,418 in 2023, the first-year population growth of 468 persons is a rate of 1.49 percent. As a straight-line projection, 468 people per year until the 2032 RHNA date equals 4,212 additional residents—which is modestly higher than the 3,233-resident gain from 2010 to 2021.

It is all but impossible to accurately measure the incident demand generated by the in-migration of employees, tourists, the houseless, and those commuting through the City. However, all of these elements are represented in the Department's total incident count. Thus, using residents per 1,000 incidents as a forecasting model provides a ratio of people to incidents. This measure does not say that only residents generate more (or fewer) incidents, but what can be used to project population are the dwelling units applied for, or that zoning could allow.

6.2 Impact to Police Staffing of Growth in Population and Calls for Service

In 2023, the Department responded to a total of 28,208 CFS. This equates to an average demand of 77.3 requests per day, or 3.2 CFS per hour.

In 2023, the City's resident population was 31,418. Using resident population as a surrogate ratio for people generating demand, in 2023, the CFS rate per 1,000 people was 898 requests per 1,000 population: 31,418/1,000 = 31.42; 28,208/31.42 = 897.7.

Using the previous projection of 4,212 additional residents by 2032 based on planned growth and the population trajectory, the result is a total resident population of 35,630 in 2032. At a ratio of 898 CFS per 1,000, 2032 CFS would grow to a total of 31,996—a change of approximately 1.14 percent. A total CFS growth of 3,788 incidents divided by eight years results in **473.5 new CFS per year**, or slightly more than one per day.

In 2023, the Department saw a large, 10.6 percent increase in CFS over 2022. Much of that increase was driven by personnel and program additions. The 2021 to 2022 increase was just under six percent. Either of these back-to-back annual increases suggest the CFS rate is faster than *resident* population growth would indicate.

Stated this way, there could be appreciable increases in CFS that are higher in the non-resident populations. For purposes of staffing increases over the next eight years, Citygate suggests using a *five percent annual, year-over-year* increase for staffing projections between 2024 and 2032.

Understanding that long-term projections through 2032 can change, and that the Police Chief feels a remodeled police building can only serve the Department for a maximum of five more years at most, in five years (by 2029), CFS could reach 34,287 annually.

The Department currently has 42 total personnel. At a total demand for service count of 28,208 in 2023, the staffing to service demand is 672 per person per year. Using a 2029 demand of 34,287 CFS, Department staffing could need to reach 51 total personnel, an increase of **nine personnel** in a combination of sworn and professional staff.

These projections should be considered low, as if civic demands on police department services of all types, not just Priority crimes, increases above five percent year-over-year. Very soon, the current facility—even if remodeled—will simply not be able to meet the needs of the community.

6.3 Facility Improvements and Remodel

With additional tenant improvements, the Chief believes the current police facility will be able to serve the community and enable the Department to remain in the present location for the three to five more years. Based on our own assessment and review, Citygate concurs with the Chief. However, for this to occur, the full completion of the City Hall south end renovation of 750 Bellevue Rd. is vital to providing the Department with efficient space. The Department has proposed what the interim remodel would consist of, and it is attached as **Appendix A** to the study.

In the mid to longer term, a larger, *full* replacement of the police facility will be required for the City to maintain adequate working space for Department personnel—including specialty services, management, and logistical support—considering projected population growth and the associated increase in calls for service.

Other cities in Atwater's situation have found that there are only **two viable choices**:

1. The City could conduct a **temporary remodel** of the current facility while also immediately proceeding with the process of a new facility being funded, sited, designed, and constructed—meeting all regulatory requirements and being built to last 25 plus years.
2. If absent the resources to replace the police/City building in less than five years, the City could locate a **vacant commercial building** that would be cost effective to remodel for use as a police department, and which could serve the City for a decade or more.

7. Findings And Recommendations

As a result of this assessment, Citygate makes the following findings and recommendations. Citygate's findings speak to key elements of Atwater's particular context and provide a basis for Citygate's recommendations.

7.1 Findings

Finding 1: The current police facility can barely meet the needs of the City and the Department for the next three to five years if remodeling and enhancement measures are completed.

Finding 2: The area used for storage of property and evidence is almost full.

Finding 3: The area of the police facility used to house the 9-1-1 Communications Center / Public Safety Answering Point (PSAP) is inadequate. The City has been warned in writing of this fact. The PSAP is not ADA complaint. If the City was to hire a dispatcher who required reasonable accommodation to perform his or her role, it would be impossible for the facility to provide this accommodation.

Finding 4: Department personnel park their personal vehicles in an unsecured lot attached to a City park that is adjacent to the Department. This parking option for City employees is not the safest option, particularly for female professional staff members, and leaves employees' personal vehicles vulnerable to vandalism .

7.2 Recommendations

Recommendation 1: Complete a modest remodel of the current police facility to accommodate the Department's needs for the next three to five years.

Recommendation 2: Aggressively determine a course of action to either replace the current police facility with a newly constructed building or locate an existing commercial building that can be modified to fit the needs of the Department as an immediate stopgap solution while the City secures the funding to build a modern police station to serve the Department and community in the long term. The size and location needed for a permeant solution can be determined after the City finishes its General Plan and growth projections.

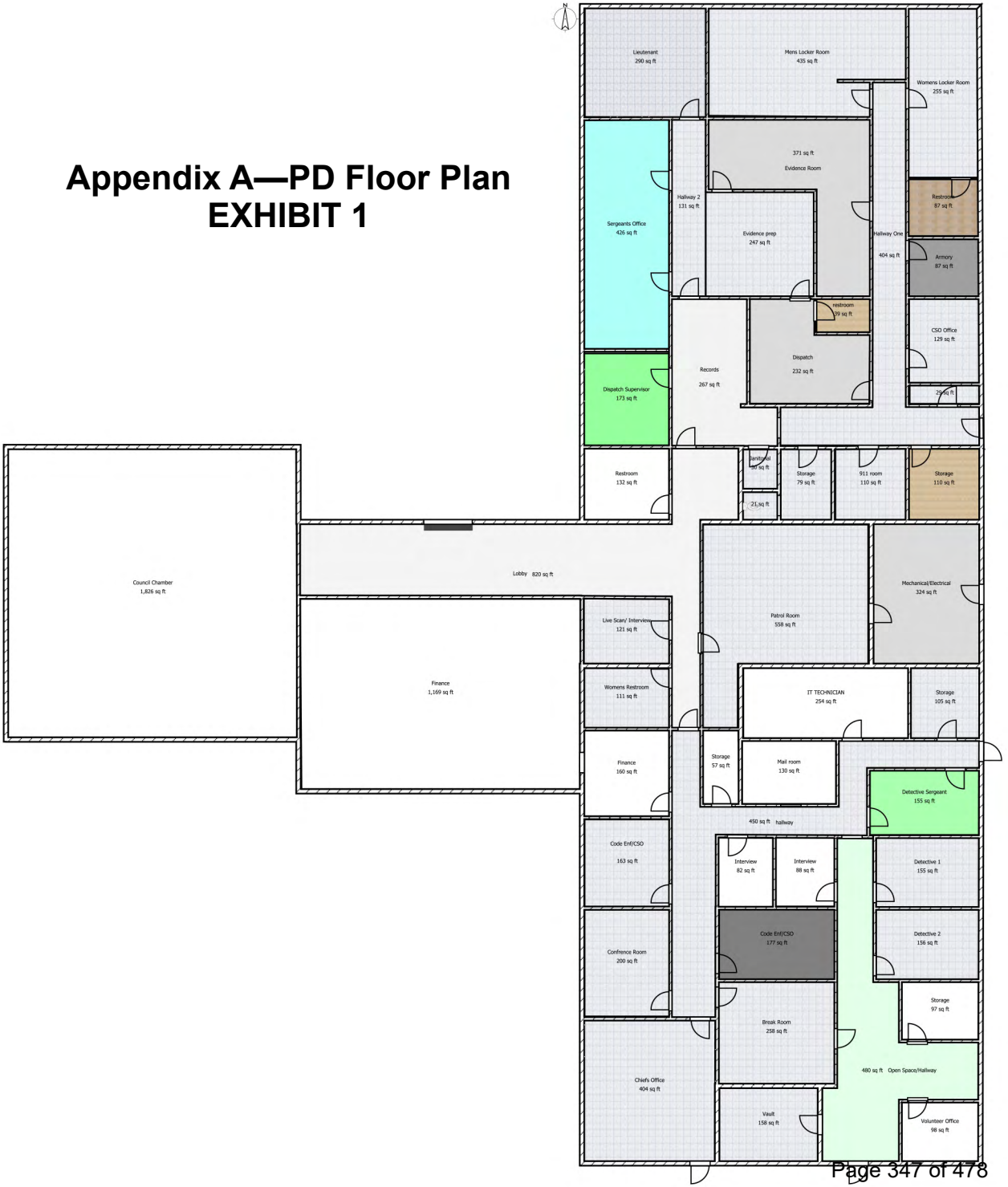
Recommendation 3: Reduce the amount of evidence stored for criminal cases. This is a complex process requiring the expertise of staff (sworn or professional staff) who can research criminal cases and determine whether older evidence may be destroyed or requires further time in storage. Citygate recommends the Department

	temporarily employ retired annuitants to oversee this process. If this is not a viable option, the Department should consider additional temporary storage for the growing amount of evidence and property.
Recommendation 4:	The current workspace for the 9-1-1 Communications Center is inadequate. This issue needs to be addressed as soon as possible. The City should include a solution in the remodel or identify an off-site location that is compliant with regulations. When designing an improved Communications Center, it should be designed with adequate space for today's staffing needs while also anticipating needs 10 or more years into the future. Currently, two dispatchers are assigned to the Dispatch Center per shift. Future Dispatch needs should accommodate at least four dispatch workstations that are fully ADA compliant.
Recommendation 5:	Ensure that City employees have a secured parking area for their personal vehicles as part of the design of a new police facility.

APPENDIX A

POLICE DEPARTMENT FLOOR PLAN EXHIBITS

Appendix A—PD Floor Plan
EXHIBIT 1



Appendix A—PD Floor Plan
EXHIBIT 2

Appendix 2A.

Space Program
Fire Station 41

Space Needs Program

FIRE STATION 41

Line	Facility	Departme	Division	Space Typ	Staff/Iten		Space Standard Code	Space Standard SF	Existing SF	Future Need (10-20 Years) Staff	Future Need (10-20 Years) Qty	Future Need (10-20 Years) SF	
	Atwater Fire Services Master Plan												
1		**Fire Station 41**											
2													
3			**Administration**										
4													
5				***A Shift***									
6					Captain					1			
7					Engineer					1			
8					Firefighter					2			
9													
10				***B Shift***									
11					Captain					1			
12					Engineer					1			
13					Firefighter					2			
14													
15				***C Shift***									
16					Captain					1			
17					Engineer					1			
18					Firefighter					2			
19													
20				**Public Entry**									
21					Lobby / Front Counter		allow	100	147		1	100	Surrender box inside/outside access
22					Unisex Restroom		ADA-rest	80	-		1	80	
23													
24				**Private Offices**									
25					Operations Battalion Chief		PO-4	180	171	1	1	180	
26					Captain Shared Office		SPO-4	180	159	incl abv	1	180	
27					Office Technician		PO-2	120		1	1	120	
28					Drop-in Office		PO-2	120			1	120	
29													
30				**Fire Crew Workroom**									Workstations on perimeter w/ conf table in the middle
31					Workstations				156				
32						Engineer	en-A	36			1	36	
33						Firefighter	en-A	36			2	72	
34					Files		file-1	15			1	15	
35					Printer		print-1	10			1	10	
36													
37				**Support Space**									
38					Conference Room		C-5	300	291		1	300	
39					Admin File Room		stor-2	100			1	100	
40													
41						**Administration Assigned SF**			924	14		1,313	
42						**Circulation**	unit circ-4	25%	248			328	
43						**Administration Net SF**			1,172	14		1,641	

FIRE STATION 41 CONT.

Line	Facility	Department	Division	Space Type	Staff/Item		Space Standard Code	Space Standard SF	Existing SF	Future Need (10-20 Years) Staff	Future Need (10-20 Years) Qty	Future Need (10-20 Years) SF	
46			**Living Quarters**										
47													
48				**Sleeping Quarters**									
49					Captain's Headquarters								
50						Dorm	fire-dorm-c	150	incl below		1	150	
51						Restroom / Shower	fire-bath-single	100	incl below		1	100	
52					Dorms		fire-dorm-reg	120	1,210		4	480	Includes bed, desk, & 3 lockers for shift change
53					Gender Neutral Single Use Restroom / Shower		fire-bath-single	100	incl below		3	300	
54					Restrooms / Shower								
55						Women's	rest-shower	300	248				
56						Men's	rest-shower	300	168				
57					Washer / Dryer		WD-1	60	37		1	60	
58					Linen Closet / Delivery Service Area		allow	20			1	20	
59					Janitor Closet / Cleaning Supplies		jan	45	38		1	45	
60													
61				**Living Areas**									
62					Kitchen		kitchen-3	300	355		1	300	Includes range & island
63						Food Lockers	locker-food	3			14	42	
64						General Pantry	allow	30	35		1	30	
65						Refrigerator / Freezer	fridge-comm	10			2	20	
66						Water Delivery Area	allow	20			1	20	
67					Dining Room		allow	300	incl below		1	300	
68					Day Room		allow	400	952		1	400	
69													
70						**Living Quarters Assigned SF**			3,043	-		2,267	
71						**Circulation**	unit circ-3	20%	195			453	
72						**Net SF**			3,238	-		2,720	
73													
74													
75			**Apparatus Bay & Support Areas**										
76													
77				**Apparatus Bay**									
78					*Drive-Thru Bays*								
79						Bay 1: 18' x 70'	bay-3	1,260	1,050		1	1,260	Engine 41
80						Bay 2: 18' x 70'	bay-3	1,260	1,050		1	1,260	Command Vehicle and Reserve engine 241
81						Bay 3: 18' x 70'	bay-3	1,260	1,050		1	1,260	Includes utility truck and fire prevention trailer
82						Bay 4: 18' x 70'	bay-3	1,260	1,050		1	1,260	includes storage for historic engine, rehab trailer and oxygen trailer
83						Bay 5			875				
84						Bay 6			see fitness				
85						Historic Engine Storage			330				
86						Note: Preferred drive-thru access w/ quick release doors Bays to include exhaust removal system.							
87													
88													
89													
90													

FIRE STATION 41 CONT.

Line	Facility	Departme	Division	Space Typ	Staff/Iten		Space Standard Code	Space Standard SF	Existing SF	Future Need (10-20 Years) Staff	Future Need (10-20 Years) Qty	Future Need (10-20 Years) SF	
93				**Apparatus Support**									
94					Turnout Gear		locker-3	15	300		16	240	2 additional for mutual aid
95					Decontamination Room		decon-1	120			1	120	
96						Commercial extractor machine/spin. Space for hosing down soiled turnouts. Must be ventilated, hard floor and walls, drains, etc.							
97						Include area for draining/hosing, & provide exterior hose-down access							
98					Air Compressor Room		allow	40	-		1	40	
99					SCBA Testing, Storage, & Repair Room		stor-2	120	100		1	120	
100					Workshop & Tool Room / Alcove		stor-2	120	150		1	120	
101						Note: Provide center work bench/table 48" wide; work counters on long walls; Secured cage for locking special tools							
102					Hose Drying Area		allow	40	50		1	40	
103					Medical Supply Room		stor-1	80	35		1	80	
104					Ice Machine		allow	10	10		1	10	
105					Landscape Supplies		stor-1	80	190		1	80	
106													
107				**Fitness Room**									
108					Weight / Fitness Room		allow	800	915		1	800	
109													
110				**Building Support**									
111					Fire Riser		allow	40	55		1	40	
112					Electrical Room		allow	80	17		1	80	
113					IDF / MDF Rooms		allow	60	40		1	60	
114													
115						**Apparatus Bay & Support Areas Assigned SF**			7,267	-		6,870	
116						**Circulation**	unit circ-1	10%	846			687	
117						**Apparatus Bay & Support Areas Net SF**			8,113	-		7,557	
118													
119													
120						**Atwater Fire Station 41 Net SF**			12,523			11,918	
121						**Net to Gross Circulation**	ntg factor-1	90%	716			1,324	
122						**Atwater Fire Station 41 Gross SF**			13,239	-		**13,242**	
123													
124													
125	**Exterior Components**												
126													
127			**Support Spaces**										
128				Patio			allow	400	485		1	400	
129				Trash Enclosure			allow	100	44		1	100	
130				Emergency Generator			allow	300			1	300	
131													
132			**Parking**										
133				Employee Parking			stall-std	200			6	1,200	
134					Overlap Shift Parking		stall-std	200			4	800	
135				Visitor Parking			stall-std	200			2	400	Includes ADA
136													
137						**Exterior Components Assigned SF**			529	-		3,200	
138						**Circulation**							
139						**Exterior Components Gross SF**			**529**	-		**3,200**	

Appendix 2B.

Space Program
Fire Station 42

Space Needs Program

FIRE STATION 42

Line	Facility	Departme	Division	Space Typ	Staff/Iten		Space Standard Code	Space Standard SF	Existing SF	Future Need (10-20 Years) Staff	Future Need (10-20 Years) Qty	Future Need (10-20 Years) SF	
	Atwater Fire Services Master Plan												
1		**Fire Station 42**											
2													
3			**Administration**										
4													
5				***A Shift***									
6					Captain					1			
7					Engineer					1			
8					Firefighter					2			
9													
10				***B Shift***									
11					Captain					1			
12					Engineer					1			
13					Firefighter					2			
14													
15				***C Shift***									
16					Captain					1			
17					Engineer					1			
18					Firefighter					2			
19													
20				**Public Entry**									
21					Lobby / Front Counter		allow	100	40		1	40	Surrender box inside / outside access
22					Unisex Restroom		ADA-rest	80	112		1	112	
23													
24				**Private Offices**									
25					Batt Chief / Fire Marshal		PO-4	180	68	1	1	68	Future
26						Coverage Chief's Dorm	allow	120	68		1	68	
27					Drop-in Office		PO-2	120			1	75	
28					Office Technician				75			incl abv	relocated to FS 41
29					Captain Shared Office		SPO-4	180	110		1	110	
30													
31				**Support**									
32					Copy Area		copy	40	55		1	55	
33													
34				**Fire Crew Workroom**									Workstations on perimeter w/ conf table in the middle
35					Workstations								
36						Engineer	en-A	36	95		1	95	
37						Firefighter	en-A	36	incl abv			incl abv	
38					Files		file-1	15	incl abv			incl abv	
39													
40				**EOC / Training Room**			allow	400	404		1	404	
41													
42						**Administration Assigned SF**			1,027	13		1,027	
43						**Circulation**	unit circ-4	25%	233			233	
44						**Administration Net SF**			1,260	13		1,260	

FIRE STATION 42 CONT.

Line	Facility	Department	Division	Space Type	Staff/Item	Space Standard Code	Space Standard SF	Existing SF	Future Need (10-20 Years) Staff	Future Need (10-20 Years) Qty	Future Need (10-20 Years) SF	
	Atwater Fire Services Master Plan											
1		**Fire Station 42**										
2												
3			**Administration**									
4												
5				***A Shift***								
6					Captain				1			
7					Engineer				1			
8					Firefighter				2			
9												
10				***B Shift***								
11					Captain				1			
12					Engineer				1			
13					Firefighter				2			
14												
15				***C Shift***								
16					Captain				1			
17					Engineer				1			
18					Firefighter				2			
19												
20				**Public Entry**								
21					Lobby / Front Counter	allow	100	40		1	40	Surrender box inside / outside access
22					Unisex Restroom	ADA-rest	80	112		1	112	
23												
24				**Private Offices**								
25					Batt Chief / Fire Marshal	PO-4	180	68	1	1	68	Future
26					Coverage Chief's Dorm	allow	120	68		1	68	
27					Drop-in Office	PO-2	120			1	75	
28					Office Technician			75			incl abv	relocated to FS 41
29					Captain Shared Office	SPO-4	180	110		1	110	
30												
31				**Support**								
32					Copy Area	copy	40	55		1	55	
33												
34				**Fire Crew Workroom**								Workstations on perimeter w/ conf table in the middle
35					Workstations							
36					Engineer	en-A	36	95		1	95	
37					Firefighter	en-A	36	incl abv			incl abv	
38					Files	file-1	15	incl abv			incl abv	
39												
40				**EOC / Training Room**		allow	400	404		1	404	
41												
42					**Administration Assigned SF**			1,027	13		1,027	
43					**Circulation**	unit circ-4	25%	233			233	
44					**Administration Net SF**			1,260	13		1,260	

FIRE STATION 42 CONT.

Line	Facility	Departme	Division	Space Typ	Staff/Iten			Space Standard Code	Space Standard SF	Existing SF	Future Need (10-20 Years) Staff	Future Need (10-20 Years) Qty	Future Need (10-20 Years) SF	
46			**Living Quarters**											
47														
48				**Sleeping Quarters**										
49					Captain's Headquarters									
50						Dorm		fire-dorm-c	150	145		1	145	
51						Restroom / Shower		fire-bath-single	100			1	100	
52					Dorms			fire-dorm-reg	120	290		3	360	Includes bed, desk, & 3 lockers for shift change
53					Gender Neutral Single Use Restroom / Shower			fire-bath-single	100	see below		2	200	
54					Restrooms / Shower									
55						Women's		rest-shower	250	95			incl abv	
56						Men's		rest-shower	250	211			incl abv	
57					Washer / Dryer			WD-1	60	143		1	143	
58					Linen Closet / Delivery Service Area			allow	20	incl abv			incl abv	
59					Janitor Closet / Cleaning Supplies			jan	45	37		1	37	
60														
61				**Living Areas**										Areas can seat up to 8
62					Kitchen			kitchen-3	300	214		1	214	Includes range & island
63						Food Lockers		locker-food	3					
64						General Pantry		allow	30					
65						Refrigerator / Freezer		fridge-comm	10					
66						Water Delivery Area		allow	20					
67					Dining Room			allow	300	205		1	205	
68					Day Room			allow	400	290		1	290	
69														
70							**Living Quarters Assigned SF**			1,630	-		1,694	
71							**Circulation**	unit circ-3	20%	278			278	
72							**Net SF**			1,908	-		1,972	
73														
74														
75			**Apparatus Bay & Support Areas**											
76														
77				**Apparatus Bay**										
78					*Drive-Thru Bays*									
79						Bay 1: 18' x 47'		bay-1	850	850		1	850	
80						Bay 2: 18' x 47'		bay-1	850	850		1	850	
81						Note: Preferred drive-thru access w/ quick release doors Bays to include exhaust removal system.								
82														
83					Turnout Gear Room			locker-3	15	129		15	129	2 additional for mutual aid
84														
85					Decontamination Room			decon-1	120	-				
86						Commercial extractor machine/spin. Space for hosing down soiled turnouts. Must be ventilated, hard floor and walls, drains, etc.								
87						Include area for draining/hosing, & provide exterior hose-down access								
88														
89														

Appendix 2C.

Space Program
Fire Station 43

Space Needs Program

FIRE STATION 43 (NEW)

Line	Facility	Departme	Division	Space Typ	Staff/Iten		Space Standard Code	Space Standard SF	Existing SF	Future Need (10-20 Years) Staff	Future Need (10-20 Years) Qty	Future Need (10-20 Years) SF	
	Atwater Fire Services Master Plan												
		New Fire Station 43											
1			**Administration**										
2													
3				***A Shift***									
4					Captain					1			
5					Engineer					1			
6					Firefighter					2			
7													
8				***B Shift***									
9					Captain					1			
10					Engineer					1			
11					Firefighter					2			
12													
13				***C Shift***									
14					Captain					1			
15					Engineer					1			
16					Firefighter					2			
17													
18				**Public Entry**									
19					Lobby / Front Counter		allow	80			1	80	Surrender box inside / outside access
20					Unisex Restroom		ADA-rest	80			1	80	
21													
22				**Private Offices**									
23					Operations Battalion Chief		PO-4	180		1	1	180	
24					Captain Shared Office		SPO-4	180			1	180	
25					Drop-in Office		PO-2	120			1	120	
26													
27				**Fire Crew Workroom**									Workstations on perimeter w/ conf table in the middle
28					Workstations								
29						Engineer	en-A	36			1	36	
30						Firefighter	en-A	36			2	72	
31					Files		file-1	15			1	15	
32					Printer		print-2	20			1	20	
33													
34													
35						**Administration Assigned SF**			-	13		783	
36						**Circulation**	unit circ-4	25%				196	
37						**Administration Net SF**			-	13		979	
38													
39													

FIRE STATION 43 (NEW) CONT.

Line	Facility	Departme	Division	Space Typ	Staff/Iten		Space Standard Code	Space Standard SF	Existing SF	Future Need (10-20 Years) Staff	Future Need (10-20 Years) Qty	Future Need (10-20 Years) SF	
44			**Living Quarters**										
45													
46				**Sleeping Quarters**									
47					Captain's Headquarters								
48						Dorm	fire-dorm-c	150			1	150	
49						Restroom / Shower	fire-bath-single	100			1	100	
50					Dorms		fire-dorm-reg	120			3	360	Includes bed, desk, & 3 lockers for shift change
51					Gender Neutral Single Use Restroom / Shower		fire-bath-single	100			2	150	
52					Washer / Dryer		WD-1	60			1	60	
53					Linen Closet / Delivery Service Area		allow	20			1	20	
54					Janitor Closet / Cleaning Supplies		jan	45			1	45	
55													
56				**Living Areas**									Areas can seat up to 6
57					Kitchen		kitchen-5	300			1	300	Includes range & island
58						Food Lockers	locker-food	3			13	39	
59						General Pantry	allow	30			1	30	
60						Refrigerator / Freezer	fridge-comm	10			2	20	
61						Water Delivery Area	allow	20			1	20	
62					Dining Room		allow	300			1	300	
63					Day Room		allow	400			1	400	
64													
65						**Living Quarters Assigned SF**			-	-		1,994	
66						**Circulation**	unit circ-3	20%				399	
67						**Net SF**			-	-		2,393	
68													
69			**Apparatus Bay & Support Areas**										
70													
71				**Apparatus Bay**									
72					*Drive-Thru Bays*								
73						Bay 1: 18' x 70'	bay-3	1,260			1	1,260	
74						Bay 2: 18' x 70'	bay-3	1,260			1	1,260	
75						Note: Preferred drive-thru access w/ quick release doors Bays to include exhaust removal system.							
76													
77					Turnout Gear Room		locker-3	15			15	225	2 additional for mutual aid
78													
79					Decontamination Room		decon-1	120			1	120	
80						Commercial extractor machine/spin. Space for hosing down soiled turnouts. Must be ventilated, hard floor and walls, drains, etc.							
81						Include area for draining/hosing, & provide exterior hose-down access							
82													
83				**Apparatus Support**									
84					Air Compressor Room		allow	40			1	40	
85					SCBA Testing, Storage, & Repair Room		stor-1	80			1	80	
86					Workshop & Tool Room / Alcove		shop-2	120			1	120	
87						Note: Provide center work bench/table 48" wide; work counters on long walls; Secured cage for locking special tools							
88													
89					Hose Drying / Storage Area		allow	40			1	40	
90					Medical Supply Room		stor-1	80			1	80	

FIRE STATION 43 (NEW) CONT.

Line	Facility	Departme	Division	Space Typ	Staff/Iten		Space Standard Code	Space Standard SF	Existing SF	Future Need (10-20 Years) Staff	Future Need (10-20 Years) Qty	Future Need (10-20 Years) SF	
91													
92				**Fitness Room**									
93					Weight / Cardio Room		allow	600			1	600	
94													
95				**Building Support**									
96					Fire Riser		allow	40			1	40	
97					Electrical Room		allow	80			1	80	
98					Mechanical Room		allow	80			1	80	
99					IDF / MDF Rooms		allow	60			1	60	
100													
101													
102						**Apparatus Bay & Support Areas Assigned SF**			-	-		4,085	
103						**Circulation**	unit circ-1	10%				409	
104						**Net SF**			-	-		4,494	
105													
106													
107													
108						**Atwater Fire Station 43 Net SF**			-			7,866	
109						**Net to Gross Circulation**	ntg factor-2	85%				1,388	
110						**Atwater Fire Station 43 Gross SF**				-		**9,254**	
111													
112													
113													
114													
115	**Exterior Components**												
116													
117			**Support Spaces**										
118				Patio			allow	400			1	400	
119				Trash Enclosure			allow	100			1	100	
120				Emergency Generator			allow	300			1	300	
121													
122			**Parking**										
123				Employee Parking			stall-std	200			5	1,000	
124					Overlap Shift Parking		stall-std	200			4	800	
125				Visitor Parking			stall-std	200			2	400	Includes ADA
126													
127						**Exterior Components Assigned SF**				-		3,000	
128						**Circulation**							
129						**Exterior Components Gross SF**				-		**3,000**	
130													
131													

Appendix 2D.

Space Program
Police Department

Space Needs Program

POLICE DEPARTMENT

line	Facility	Departm	Divisior	Space Ty	Staff/Ite	Notes	Space Standard Code	Space Standard SF	Existing Sf	Current Need Staff	Current Need Qty	Current Need SF	5 Year Projection Staff	5 Year Projection Qty	5 Year Projection SF	10-20 Year Projection Staff	10-20 Year Projection Qty	10-20 Year Projection SF	
40																			
	City of Atwater Police Department																		
1																			
2	**Administration**																		
3																			
4	**Office of the Chief**																		
5																			
6				***Private Offices***															
7					Chief of Police		PO-7	300	404	1	1	300	1	1	300	1	1	300	
8					Lieutenant		PO-5	210	290	1	1	210	1	1	210	1	1	210	
9					Admin Assistant		PO-3	150	163	1	1	150	1	1	150	1	1	150	
10																			
11				**Support Areas**															
12					Executive Conference Room		C-4	240	200		1	240		1	240		1	240	
13					Work Room / Supplies / Personnel Files		work-rm	120			1	120		1	120		1	120	
14					Unisex Restroom		ADA-1	80			1	80		1	80		1	80	
15					Coffee Bar		cof-2	20			1	20		1	20		1	20	
16																			
17						**Office of the Chief Assigned SF**			1,057	3		1,120	3		1,120	3		1,120	
18						**Circulation**	unit circ-4	25%	131			280			280			280	
19						**Office of the Chief Net SF**			1,188	3		1,400	3		1,400	3		1,400	
20																			
21																			
22																			
23						**Administration Assigned Sf**			1,057	3		1,120	3		1,120	3		1,120	
24						**Circulation**			131			280			280			280	
25						**Administration Net SF**			1,188	3		1,400	3		1,400	3		1,400	
26																			
27																			
28																			
29	**Operations**																		
30																			
31	**Patrol**																		
32																			
33				***Private Offices***															
34					Sergeant		SPO-8	360	426	4	1	360	4	1	360	4	1	360	includes files/lockers
35																			
36				***Cubicles***															
37					Police Officers					16			18			20			
38					School Resource Officer		en-C	64		1	1	64	1	1	64	1	1	64	
39					Reserve Police Officer					[1]			[1]			[1]			
40																			
41				***Report Writing***															
42					Report Writing Station		en-A	36	100		3	108		4	144		4	144	
43					Copy Work Area		Copy-2	40			1	40		1	40		1	40	
44																			
45				**Support Areas**															
46					Briefing Room		brief-3	800	458		1	500		1	600		1	800	
47					Holding Cell		d-tank	180	158		1	180		1	180		1	180	
48					AV Cabinet		allow	30			1	30		1	30		1	30	
49					Mailboxes		mail	20	130		1	20		1	20		1	20	
50					Armory		ARM	150	87		1	150		1	150		1	150	
51					Battery Packs		cntr-In	6			6	36		6	36		6	36	
52					K-9 Storage		allow	60						1	60		1	60	
53					Gear Storage		allow	150	110		1	150		1	150		1	150	
54																			
55																			
56						**Patrol Assigned SF**			1,469	21		1,638	23		1,834	25		2,034	
57						**Circulation**	unit circ-4	25%	290			410			459			509	
58						**Patrol Net SF**			1,759	21		2,048	23		2,293	25		2,543	

POLICE DEPARTMENT CONT.

line	Facility	Departme	Division	Space Ty	Staff/Ite	Notes	Space Standard Code	Space Standard SF	Existing Sf	Current Need Staff	Current Need Qty	Current Need SF	5 Year Projection Staff	5 Year Projection Qty	5 Year Projection SF	10-20 Year Projection Staff	10-20 Year Projection Qty	10-20 Year Projection SF
40																		
64			**Investigations**															
65																		
66				***Private Offices***														
67					Sergeant		PO-3	150	155	1	1	150	1	1	150	1	1	150
68																		
69				***Cubicles***														
70					Detectives		en-C	64	311	3	3	192	3	3	192	3	3	192
71																		
72				**Support Areas**														
73					Conference Room		C-4	240									1	240
74					Storage		stor-4	150	202		1	150		1	150		1	150
75					Interview Room		int-2	100	82		1	100		1	100		1	100
76					Interview Monitoring Room				88		-	-		-	-		-	-
77																		
78																		
79						**Investigations Assigned SF**			838	4		592	4		592	4		832
80						**Circulation**	unit circ-4	25%	190			148			148			208
81						**Investigations Net SF**			1,028	4		740	4		740	4		1,040
82																		
83																		
84																		
85						**Operations Assigned SF**			2,307	25		2,230	27		2,426	29		2,866
86						**Circulation**			480	-		558	-		607	-		717
87						**Operations Net SF**			2,787	25		2,788	27		3,033	29		3,583
88																		
89																		
90																		
91																		
92																		
93																		
94																		
95																		
96																		
97																		
98																		
99																		
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112																		
113																		
114																		
115																		
116																		
117																		
118																		
119																		
120																		
121																		

POLICE DEPARTMENT CONT.

line	Facility	Departm	Division	Space Ty	Staff/Ite	Notes	Space Standard Code	Space Standard SF	Existing SF	Current Need Staff	Current Need Qty	Current Need SF	5 Year Projection Staff	5 Year Projection Qty	5 Year Projection SF	10-20 Year Projection Staff	10-20 Year Projection Qty	10-20 Year Projection SF	
40																			
128	**Support Services**																		
129																			
130		**Records**																	
131																			
132				***Private Offices***															
133						Records Manager	PO-3	150	267	1	1	150	1	1	150	1	1	150	
134																			
135				***Open Workstations***															
136						Records Clerk	en-C	64	incl abv	2	2	128	2	2	128	3	3	192	
137																			
138				**Support Areas**					incl abv										
139						Records File Storage					-	-		-	-		-	-	Electronic storage only
140						Copy / Work Area	Copy-2	40			1	40		1	40		1	40	
141						Internal Service Counter (secure side)	allow	20			1	20		1	20		1	20	
142																			
143						**Records Assigned SF**			267	3		338	3		338	4		402	
144						**Circulation**	unit circ-4	25%	53			85			85			101	
145						**Records Net SF**			320	3		423	3		423	4		503	
146																			
147																			
148																			
149		**Communications**																	
150																			
151				***Private Offices***															
152						Dispatch Manager	PO-3	150	173				1	1	150	1	1	150	
153																			
154				***Open Floor***															
155						Dispatchers	Dispatch-1	100	232	7	2	200	7	3	300	8	3	300	All dispatch workstations to be fully ADA compliant
156						Training Console	Dispatch-1	100									1	100	All dispatch workstations to be fully ADA compliant
157																			
158				**Support Areas**															
159						Lockers	locker-1	5			7	35		8	40		9	45	
160						Coffee Bar / Kitchenette	kitchenette	120	79		1	120		1	120		1	120	
161						Chair Storage	allow	40			1	40		1	40		1	40	
162						Unisex Restroom	ADA-1	80	39		1	80		1	80		1	80	
163						Quiet Room	Quiet-rm	120									1	120	
164																			
165						**Communications Assigned SF**			523	7		475	8		730	9		955	
166						**Circulation**	unit circ-4	25%	110			119			183			239	
167						**Communications Net SF**			633	7		594	8		913	9		1,194	
168																			
169																			
170																			
171		**Property & Evidence**																	
172																			
173				***Offices***															
174						Property & Evidence Technician	PO-3	150					1	1	150	1	1	150	
175																			
176				**Officer Bag Tag**															
177						Work Table w/ Exhauster	wtbl	40			1	40		1	40		1	40	
178						Counter w/ Barcoding Station	cnt-r	36			1	36		1	36		1	36	
179						Evidence Drop Lockers	evi-lock	30			1	30		1	30		1	30	
180						Oversized Lockers	ov-lock	15			1	15		1	15		1	15	
181						Drying Cabinets / Closet	dry1	20			1	20		1	20		1	20	
182						Emergency Eyewash	emerg-wsh	10			1	10		1	10		1	10	
183																			
184				***Evidence Support Areas***					618										
185						Intake Area	intake	60			1	60		1	60		1	60	
186						Supplies	allow	20			1	20		1	20		1	20	
187						General Evidence Storage (HD Shelving)	allow	300			1	300		1	300		1	300	
188						Firearms	allow	100			1	50		1	50		1	100	
189						Narcotics	allow	100			1	50		1	50		1	100	
190						Refrigerator	evid-fridge	20			1	20		1	20		1	20	
191						Freezer	evid-freezer	20			2	40		2	40		2	40	

POLICE DEPARTMENT CONT.

line	Facility	Department	Division	Space Ty	Staff/Ite	Notes	Space Standard Code	Space Standard SF	Existing SF	Current Need Staff	Current Need Qty	Current Need SF	5 Year Projection Staff	5 Year Projection Qty	5 Year Projection SF	10-20 Year Projection Staff	10-20 Year Projection Qty	10-20 Year Projection SF	
40																			
192						Bikes / Oversized Property	allow	100			1	50		1	50		1	100	
193						Evidence Return Vestibule / Registrants Access (w/ livescan)	evi-vest	120									1	120	
194																			
195																			
196						**Property & Evidence Assigned SF**			618	-		741	-		891	-		1,161	
197						**Circulation**	unit circ-4	25%	150			185			223			290	
198						**Property & Evidence Net SF**			768	-		926	-		1,114	-		1,451	
199																			
200																			
201																			
202			**Community Services**																
203																			
204				***Private Offices***															
205						Code Enforcement Manager	PO-3	150	177	1	1	150	1	1	150	1	1	150	
206																			
207				***Open Workstations***															
208						Community Services Officer	en-C	64	129	2	1	64	2	1	64	3	2	128	
209						Code Enforcement Officer	en-C	64		2	1	64	2	1	64	2	1	64	
210						Volunteer	en-C	64	98		1	64		1	64		1	64	Currently vacant
211																			
212				**Support Areas**															
213						Files	stor-1	80			1	80		1	80		1	80	
214						Copy / Work Area	Copy-2	40			1	40		1	40		1	40	
215																			
216																			
217						**Community Services Assigned SF**			404	5		462	5		462	6		526	
218						**Circulation**	unit circ-4	25%	85			116			116			132	
219						**Community Services Net SF**			489	5		578	5		578	6		658	
220																			
221																			
222																			
223			**IT**																
224																			
225				***Private Office***															
226						IT Support Drop-In	PO-2	120	254								1	120	
227																			
228				**Support Areas**															
229						Storage / Work Room	allow	200	incl abv		1	200		1	200		1	200	
230																			
231																			
232																			
233						**IT Assigned SF**			254	-		200	-		200	-		320	
234						**Circulation**	unit circ-4	25%	52			50			50			80	
235						**IT Net SF**			306	-		250	-		250	-		400	
236																			
237																			
238																			
239						**Support Services Assigned SF**			2,066	15		2,216	16		2,621	19		3,364	
240						**Circulation**			450	-		555	-		657	-		842	
241						**Support Services Net SF**			2,516	15		2,771	16		3,278	19		4,206	
242																			
243																			
244																			
245																			
246																			
247																			
248																			
249																			
250																			
251																			
252																			
253																			
254																			

POLICE DEPARTMENT CONT.

line	Facility	Departm	Division	Space Ty	Staff/Ite	Notes	Space Standard Code	Space Standard SF	Existing SF	Current Need Staff	Current Need Qty	Current Need SF	5 Year Projection Staff	5 Year Projection Qty	5 Year Projection SF	10-20 Year Projection Staff	10-20 Year Projection Qty	10-20 Year Projection SF	
40																			
256	**Common Area**																		
257																			
258			**Public Lobby**																
259																			
260				***Public Area***															
261					Entry Vestibule		allow	80									1	80	
262					Lobby		allow	400	143		1	200		1	200		1	400	
263						Memorabilia Wall / Case						incl abv			incl abv			incl abv	
264					Live Scan / Processing / Interview Room		live-scan	125	121		1	125		1	125		1	125	
265					Public ADA Restroom		ADA-1	80	243		1	80		1	80		1	80	
266																			
267						**Public Lobby Assigned SF**			507	-		405	-		405	-		685	
268						**Circulation**	unit circ-4	25%	158			101			101			171	
269						**Public Lobby Net SF**			665	-		506	-		506	-		856	
270																			
271																			
272																			
273			**Staff Breakroom**																
274																			
275				***Staff Break Areas***															
276					Lunchroom / Lounge		allow	600	258		1	400		1	400		1	600	
277																			
278						**Staff Breakroom Assigned SF**			258	-		400	-		400	-		600	
279						**Circulation**	unit circ-4	25%	82			100			100			150	
280						**Staff Breakroom Net SF**			340	-		500	-		500	-		750	
281																			
282																			
283																			
284																			
285			**Fitness**																
286																			
287				***Gym***															
288					Gym - Free Weight, Cardio, Open Floor		gym-1	1000									1	1,000	
289																			
290				**Support Areas**															
291					Storage		stor-1	80									1	80	
292					Water Fountain		wtr	20									1	20	
293																			
294						**Fitness Assigned SF**				-		-	-		-	-		1,100	
295						**Circulation**	unit circ-4	25%				-			-			275	
296						**Fitness Net SF**				-		-	-		-	-		1,375	
297																			
298																			
299			**Open Locker Area**																
300																			
301				***Locker Area (Open Lockering)***															
302					Sworn / Reserve Lockers		locker-3	15	777		30	450		35	525		35	525	
303					Nonsworn Day Use Lockers		locker-2	10			20	200		25	250		25	250	
304																			
305				**Support Areas**															
306					Toilet / Lav Changing (Priv. Single Occupant)		open-lav	100	incl abv		4	400		4	400		4	400	
307					Toilet / Lav / Shower (Priv. Single Occupant)		open-shower	120	incl abv		2	240		3	360		3	360	
308					Quiet / Sleep Room		sleep-1	120			1	120		1	120		1	120	Includes sink for lactation
309																			
310						**Open Locker Area Assigned SF**			777	-		1,410	-		1,655	-		1,655	
311						**Circulation**	unit circ-4	25%	210			353			414			414	
312						**Open Locker Area Net SF**			987	-		1,763	-		2,069	-		2,069	
313																			
314																			
315																			
316																			
317																			
318																			

POLICE DEPARTMENT CONT.

line	Facility	Departm	Division	Space Ty	Staff/Ite	Notes	Space Standard Code	Space Standard SF	Existing SF	Current Need Staff	Current Need Qty	Current Need SF	5 Year Projection Staff	5 Year Projection Qty	5 Year Projection SF	10-20 Year Projection Staff	10-20 Year Projection Qty	10-20 Year Projection SF
40																		
320			**General Building Components**															
321																		
322				**Building Support**														
323						Mechanical / Electrical	allow	300	324		1	300		1	300		1	300
324						Janitorial	jan	45	30		1	45		1	45		1	45
325						Storage	stor-1	80	86		1	80		1	80		1	80
326						Server Room	allow	150	110		1	150		1	150		1	150
327																		
328						**General Building Components Assigned SF**			550	-		575	-		575	-		575
329						**Circulation**	unit circ-4	25%	188			144			144			144
330						**General Building Components Net SF**			738	-		719	-		719	-		719
331																		
332																		
333																		
334						**Common Areas Assigned SF**			2,092	-		2,790	-		3,035	-		4,615
335						**Circulation**			638	-		698	-		759	-		1,154
336						**Common Areas Net SF**			2,730	-		3,488	-		3,794	-		5,769
337																		
338																		
339																		
340																		
341						**City of Atwater Police Department Assigned SF**			7,522	43		8,356	46		9,202	51		11,965
342						**Circulation**			1,699	-		2,091	-		2,303	-		2,993
343						**City of Atwater Police Department Net SF**			9,402	43		10,447	46		11,505	51		14,958
344							ntg factor-3	80%	838			2,611			2,876			3,739
345						**City of Atwater Police Department GSF**			10,240	43		13,058	46		14,381	51		18,697
346																		
347																		
348																		
384		**Exterior Components**																
385																		
386			**Exterior Areas**															
387																		
388				***Support Spaces***														
389						Secure Sallyport	allow	1200			1	1,200		1	1,200		1	1,200
390						Emergency Generator / Fuel Tank	allow	300			1	300		1	300		1	300
391						Trash Enclosure / Loading Area	allow	150			1	150		1	150		1	150
392						Duty Bags	locker-1	5			30	150		35	175		35	175
393																		
394						**Exterior Areas Assigned SF**				-		1,800	-		1,825	-		1,825
395						**Circulation**												
396						**Exterior Areas Gross SF**				-		1,800	-		1,825	-		1,825
397																		
398																		
399																		
400																		

Appendix 3.
Detailed Project Budget

ROM Cost Estimate, R2

February 7, 2025

City of Atwater

Public Safety Upgrades

Atwater, CA

Prepared for City of Atwater

Atwater Public Safety Master Plan
Conceptual Statement of Probable Cost

Component	Fire Station 41		Fire Station 42		Fire Station 43	Police Department		Comment
	Option 1	Option 2	Option 1	Option 2	Option 1	Option 1	Option 2	
1 CONSTRUCTION COSTS	8,013,000	8,528,000	1,447,000	2,143,000	17,679,000	3,853,000	13,946,000	
Building Materials and Labor	6,976,200	7,441,280	1,242,930	1,864,395	9,712,500	3,171,000	11,508,000	
Site Improvements	250,000	250,000	50,000	50,000	5,514,740	304,000	504,000	
Escalation to Midpoint of Construction (varies)	786,478	837,096	154,320	228,496	2,452,244	378,209	1,934,451	
2 GEOTECHNICAL	15,000	15,000	0	0	30,000	15,000	30,000	
Soils Reports (Buildings, Parking Areas)	15,000	15,000	N/A	N/A	30,000	15,000	30,000	Allowance
3 ENVIRONMENTAL	5,000	5,000	0	0	0	5,000	5,000	
Environmental Impact Report (EIR) / CEQA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Site expected to be clear
ACM/LBP Report	5,000	5,000	N/A	N/A	N/A	5,000	5,000	N/A
4 DEPUTY TESTING AND INSPECTION	50,000	50,000	10,000	10,000	270,000	60,000	210,000	
Soils Testing (Deputy Inspections)	10,000	10,000	0	0	90,000	20,000	70,000	Allowance
Materials Testing (Deputy Inspections)	40,000	40,000	10,000	10,000	180,000	40,000	140,000	Allowance
5 A/E SERVICES	810,000	860,000	150,000	220,000	1,770,000	390,000	1,400,000	
Conceptual Design	810,000	860,000	150,000	220,000	1,770,000	390,000	1,400,000	Based on 10% fee
Schematic Design	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	
Design Development	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	
Construction Administration	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	
FF&E Procurement	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	Incl abv	
6 FIXTURES, FURNISHINGS, & EQUIPMENT (FF&E)	225,000	250,000	50,000	50,000	570,000	155,000	755,000	
Buildings	120,000	130,000	20,000	20,000	460,000	150,000	330,000	Allowance of $50/SF
Lockers	40,000	40,000	N/A	N/A	40,000	N/A	150,000	Allowance
Fitness Room Equipment	60,000	60,000	30,000	30,000	45,000	N/A	250,000	Allowance
Site	5,000	20,000	N/A	N/A	25,000	5,000	25,000	Allowance
7 TEMPORARY FACILITIES AND RELOCATION	0	0	0	0	0	0	0	
Temporary Facilities	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Relocation Expenses	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
8 ELECTRONIC SYSTEMS AND SPECIAL EQUIPMENT	320,000	340,000	60,000	80,000	700,000	160,000	560,000	
Computers, Phones, Servers, Etc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	City to advise on requirement, if any
AV Systems	160,000	170,000	30,000	40,000	350,000	80,000	280,000	Based on 2% of Construction Costs
Security Equipment	160,000	170,000	30,000	40,000	350,000	80,000	280,000	Based on 2% of Construction Costs
9 PROGRAM & CONSTRUCTION MANAGEMENT	400,000	400,000	75,000	75,000	900,000	190,000	400,000	
Overhead, Fee & Administration costs	400,000	400,000	75,000	75,000	900,000	190,000	400,000	Allowance
10 UTILITY COMPANY CONNECTION SERVICES AND FEES	25,000	25,000	10,000	2,500	100,000	10,000	50,000	
Electric Service	5,000	5,000	2,500	2,500	20,000	2,500	10,000	Allowance
Water Service	5,000	5,000	2,500	N/A	20,000	2,500	10,000	Allowance
Sewer Service	5,000	5,000	2,500	N/A	20,000	2,500	10,000	Allowance
Gas Service	5,000	5,000	2,500	N/A	20,000	2,500	10,000	Allowance
Phone/Data/Cable Service	5,000	5,000	N/A	N/A	20,000	N/A	10,000	Allowance
11 CITY OF ATWATER FEES AND ADMINISTRATION	0	0	0	0	0	0	0	
Plan Check, Permit Fees, and Building Inspections	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Assumes exempt from fees
12 CONTINGENCY: CITY OF ATWATER	1,696,000	1,803,000	307,000	451,000	1,985,000	820,000	1,566,000	
Course of Construction Contingency	1,603,000	1,706,000	289,000	429,000	1,768,000	771,000	1,395,000	20% for renovation; 10% for new construction
Soft Cost Contingency	93,000	97,000	18,000	22,000	217,000	49,000	171,000	5% Allowance on all Soft Costs
TOTAL PROJECT COSTS	$11,559,000	$12,276,000	$2,109,000	$3,031,500	$24,004,000	$5,658,000	$18,922,000	

NOTES:

1. Construction costs are based on February 2025 values and include escalation depending on the start and duration of construction.
2. This Statement of Probable Cost is based on current level of documentation available which is a visual observation of current facilities. Estimates are developed on reasonable best efforts to assess geographic considerations, assumed building type, construction methods, current labor rates and material costs, and local market conditions to generate an opinion of possible project specific costs. Adjustments to this estimate could produce amendments to subsequent and future project budget updates based upon changes in project specific requirements, program refinement or unforeseen adjustments in local market conditions affecting both direct and indirect costs.

INTRODUCTION

BASIS OF ESTIMATE

This Cost Estimate is based on ROM diagrams dated August 28, 2024 and 01/30/2025, along with verbal and written guidance from the owner.

ESTIMATE MARK UPS

The following markups are included in this estimate:

1)	General Conditions	Included in unit costs	
2)	Overhead and Profit (OH&P)	Included in unit costs	
3)	Bonds & Insurance	Included in unit costs	
4)	Design Contingency	Included in unit costs	
5a)	Escalation to MOC, 11/14/26	10.88%	Station 41 and PD Option 1
5b)	Escalation to MOC, 01/13/27	11.94%	Station 42
5c)	Escalation to MOC, 08/28/27	16.10%	Station 43 and PD Option 2

Escalation projections per annum:

2025	6.00%
2026	6.00%
2027	6.00%
2028	6.00%

EXCLUSIONS

The following items are excluded in this estimate.

1) Escalation beyond midpoint of construction, which varies with the different stations. Station 41 has a projected construction start of September 2026 and a 4 month duration. Station 42 has a projected construction start of September 2026 and a 8 month duration. Station 43 has a projected construction start of January 2027 and a 15 month duration.
2) Off-site work
3) Night time and weekends work.
4) Interim housing.
5) Accelerated construction schedule.
6) Low voltage head end equipment.

ITEMS AFFECTING COST ESTIMATE

Items that may change the estimated construction cost may include but are not limited to the following:

1) Unforeseen sub-surface condition.
2) Any changes to the scope of work not included in this report. We recommend updating the estimate to capture the value of any changes.
3) Sole source procurement.
4) Any changes or delay from the projected construction schedule.

CLARIFICATIONS

1) This estimate is based on the assumption of a competitive bid environment by a minimum of four at the General Contractor and the Subcontractor level.
2) This estimate assumes the use of prevailing wages. The estimate does not include a PLA or CSWPA.
3) This estimate assumes design-bid-build delivery method.

City of Atwater
Public Safety Upgrades
Atwater, CA
ROM Cost Estimate, R2 **02/07/25**

CONSTRUCTION COST SUMMARY

Scope Elements	Area	Cost / SF	Total
FIRE STATION #41 OPTION 1: RECONFIGURE DORMS, DAY ROOM, FITNESS ROOM, TURNOUTS, CONFERENCE ROOM AND UTILITY SPACES			
FIRE STATION #41, RECONFIGURE	13,288 SF	$525.00	$6,976,200
SITE IMPROVEMENTS, MINOR ALLOWANCES			$250,000
ESCALATION TO MOC, 01/13/27			$786,478
TOTAL ESTIMATED CONSTRUCTION COST - FS#41 OPTION 1			$8,012,678
FIRE STATION #41 OPTION 2: RECONFIGURE DORMS, DAY ROOM, FITNESS ROOM, TURNOUTS, CONFERENCE ROOM, UTILITY SPACES AND OFFICES			
FIRE STATION #41, RECONFIGURE	13,288 SF	$560.00	$7,441,280
SITE IMPROVEMENTS, MINOR ALLOWANCES			$250,000
ESCALATION TO MOC, 11/14/26			$837,096
TOTAL ESTIMATED CONSTRUCTION COST - FS#41 OPTION 2			$8,528,376
FIRE STATION #42 OPTION 1: RECONFIGURE 2 DORMS, OFFICE AND FITNESS AREA			
FIRE STATION #42, RECONFIGURE	6,374 SF	$195.00	$1,242,930
SITE IMPROVEMENTS, MINOR ALLOWANCES			$50,000
ESCALATION TO MOC, 11/14/26			$154,320
TOTAL ESTIMATED CONSTRUCTION COST - FS#42 OPTION 1			$1,447,250
FIRE STATION #42 OPTION 2: RECONFIGURE FITNESS AREA, OFFICE, CAPTAIN SHOWER AND DORM, ACCESSIBLE RESTROOM AND SHOWER			
FIRE STATION #42, RECONFIGURE	6,374 SF	$292.50	$1,864,395
SITE IMPROVEMENTS, MINOR ALLOWANCES			$50,000
ESCALATION TO MOC, 11/14/26			$228,496
TOTAL ESTIMATED CONSTRUCTION COST - FS#42 OPTION 2			$2,142,891
FIRE STATION #43: NEW BUILD			
NEW FIRE STATION BUILDING, 1-STORY, ALLOWANCE	9,250 SF	$1,050.00	$9,712,500
SITE DEVELOPMENT	44,600 SF	$123.65	$5,514,740
ESCALATION TO MOC, 08/28/27			$2,452,244
TOTAL ESTIMATED CONSTRUCTION COST - FIRE STATION #43			$17,679,484
POLICE DEPARTMENT OPTION 1: RECONFIGURE EXISTING BUILDING			
POLICE DEPARTMENT, RECONFIGURE	15,100 SF	$210.00	$3,171,000
SITE IMPROVEMENTS, MINOR ALLOWANCES			$250,000
EXPAND PARKING (6 SPOTS), ALLOWANCE			$54,000
ESCALATION TO MOC, 01/13/27			$378,209
TOTAL ESTIMATED CONSTRUCTION COST - PD OPTION 1			$3,853,209
POLICE DEPARTMENT OPTION 1: RECONFIGURE EXISTING BUILDING + EXPANSION			
POLICE DEPARTMENT, RECONFIGURE	15,100 SF	$420.00	$6,342,000
EXPANSION (LOCKERS, TOILETS, CHANGING, SHOWERS, GYM,	4,100 SF	$1,260.00	$5,166,000
SITE IMPROVEMENTS, MINOR ALLOWANCES			$450,000
EXPAND PARKING (6 SPOTS), ALLOWANCE			$54,000
ESCALATION TO MOC, 08/28/27			$1,934,451
TOTAL ESTIMATED CONSTRUCTION COST - PD OPTION 2			$13,946,451

Fire Station #41: Modernization Options

Fire Station #41: Modernization Options Detail Elements

Element	Quantity	Unit	Unit Cost	Total
Option 1: Reconfigure dorms, day room, fitness room, turnouts, conference room and utility spaces				
Fire Station #41, reconfigure	13,288	sf	$525.00	$6,976,200
Site improvements, minor allowances	1	ls	$250,000.00	$250,000
Subtotal				$7,226,200
Escalation to MOC, 01/13/27	10.88%			$786,478
			Subtotal Option 1 =	***$8,012,678***
Option 2: Reconfigure dorms, day room, fitness room, turnouts, conference room, utility spaces and offices				
Fire Station #41, reconfigure	13,288	sf	$560.00	$7,441,280
Site improvements, minor allowances	1	ls	$250,000.00	$250,000
Subtotal				$7,691,280
Escalation to MOC, 01/13/27	10.88%			$837,096
			Subtotal Option 2 =	***$8,528,376***

Fire Station #42: Modernization Options

Fire Station #42: Modernization Options Detail Elements

Element	Quantity	Unit	Unit Cost	Total
Option 1: Reconfigure 2 dorms, office and fitness area				
Fire Station #42, reconfigure	6,374	sf	$195.00	$1,242,930
Site improvements, minor allowances	1	ls	$50,000.00	$50,000
Subtotal				$1,292,930
Escalation to MOC, 11/14/26	11.94%			$154,320
			Subtotal Option 1 =	***$1,447,250***
Option 2: Reconfigure fitness area, office, captain shower and dorm, accessible restroom and shower				
Fire Station #42, reconfigure	6,374	sf	$292.50	$1,864,395
Site improvements, minor allowances	1	ls	$50,000.00	$50,000
Subtotal				$1,914,395
Escalation to MOC, 11/14/26	11.94%			$228,496
			Subtotal Option 2 =	***$2,142,891***

Fire Station #43: New Build

Fire Station #43: New Build Detail Elements

Element	Quantity	Unit	Unit Cost	Total
New Fire Station #43				
New Fire Station Building, 1-story, allowance	9,250	sf	$1,050.00	$9,712,500
Site Development				
Temporary protections, traffic control and construction access, allowance	1	ls	$245,000.00	$245,000
Site demolition, allowance	44,600	sf	$7.00	$312,200
Earthwork and erosion control	44,600	sf	$5.60	$249,760
Site electrical service and distribution including generator, allowance	44,600	sf	$28.00	$1,248,800
Site lighting	44,600	sf	$7.00	$312,200
Site low voltage including data and security	44,600	sf	$3.50	$156,100
Hardscape, vehicular	13,200	sf	$56.00	$739,200
Hardscape, pedestrian	3,482	sf	$42.00	$146,244
Signage and specialties	44,600	sf	$2.80	$124,880
Fencing and gates, allowance	1	ls	$420,000.00	$420,000
Trash enclosure including shade structure over top, allowance	1	ls	$182,000.00	$182,000
Landscaping				
Planting areas including trees, shrubs, turf, irrigation and mulch	18,668	sf	$24.50	$457,366
Site utilities				
Fire water	44,600	sf	$4.20	$187,320
Domestic water	44,600	sf	$3.15	$140,490
Sanitary sewer	44,600	sf	$3.50	$156,100
Gas, not required				Excluded
Storm drain	44,600	sf	$9.80	$437,080
Offsite work, not included				Excluded
Subtotal				$15,227,240
Escalation to MOC, 08/28/27	16.10%			$2,452,244
			Subtotal Option A =	***$17,679,484***

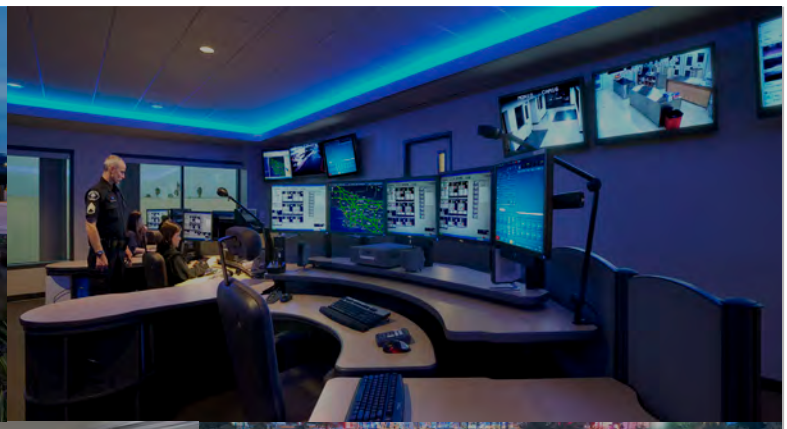
Police Department: Renovation Options

Public Safety Upgrades
El Pescadero Park Improvements
Atwater, CA
ROM Cost Estimate, R2

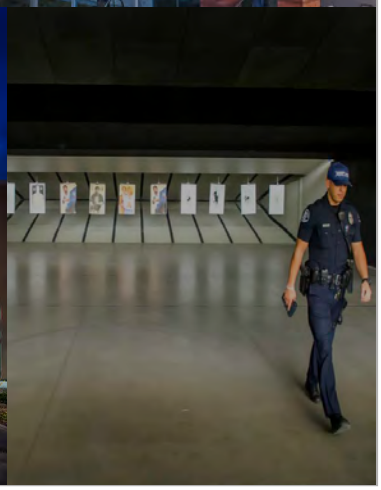
02/07/25

Police Department: Renovation Options Detail Elements

Element	Quantity	Unit	Unit Cost	Total
Option 1: Reconfigure Existing Building				
Police Department, reconfigure	15,100	sf	$210.00	$3,171,000
Site improvements, minor allowances	1	ls	$250,000.00	$250,000
Expand parking (6 spots), allowance	1,800	sf	$30.00	$54,000
Subtotal				$3,475,000
Escalation to MOC, 01/13/27	10.88%			$378,209
			Subtotal Option 1 =	***$3,853,209***
Option 2: Reconfigure Existing Building + Expansion				
Police Department, reconfigure	15,100	sf	$420.00	$6,342,000
Expansion (lockers, toilets, changing, showers, gym, lunch room / lounge), allowance	4,100	sf	$1,260.00	$5,166,000
Site improvements, minor allowances	1	ls	$450,000.00	$450,000
Expand parking (6 spots), allowance	1,800	sf	$30.00	$54,000
Subtotal				$12,012,000
Escalation to MOC, 08/28/27	16.10%			$1,934,451
			Subtotal Option 2 =	***$13,946,451***





NORTHERN CALIFORNIA OFFICE

1850 WARBURTON AVENUE

SUITE 120

SANTA CLARA, CA 95050

408 955 0431

SOUTHERN CALIFORNIA OFFICE

1 TECHNOLOGY DRIVE

BUILDING I SUITE 829

IRVINE, CA 92618

949 497 9000

CITY COUNCIL
AGENDA REPORT

MEETING DATE: April 14, 2025
TO: Mayor and City Council
FROM: Daniel Garcia, Code Enforcement Manager
PREPARED BY: Daniel Garcia, Code Enforcement Manager
SUBJECT: **Confirmation of Itemized Cost Reports, Pursuant to the Atwater Municipal Code 8.32.130, regarding Abatement of Property located at 1265 High Street (003-043-013)** (Code Enforcement Manager Garcia)

RECOMMENDED COUNCIL ACTION

Open the Public Hearing and take any testimony given;

Confirm the Itemized Cost Reports pursuant to Atwater Municipal Code 8.32.130, regarding the blight and structure fire abatement of the property located at 1265 High Street. APN: 003-043-013 Property Owners: Celestino L. and Celia V. Lopez; and

Authorize and direct the City Manager or his designee to execute any and all documents on behalf of the City.

I. BACKGROUND/ANALYSIS:

In accordance with Atwater Municipal Code (AMC) Chapter 8.32, specifically Section 8.32.130, the City Council is required to hold a public hearing to confirm the itemized costs incurred in the abatement of a public nuisance. This hearing provides the opportunity for any objections or protests regarding the accuracy or reasonableness of the charges to be heard and considered. Following the hearing, Council may make modifications as deemed appropriate and confirm the report. Once confirmed, the report serves as the basis for further collection proceedings, including placement of a special assessment on the property tax roll.

The property located at 1265 High Street, Assessor's Parcel Number (APN) 003-043-013, was originally developed as a single-family residence in 1935. Code Enforcement action was initiated on July 15, 2019, in response to the property's deteriorated and abandoned condition. The first Notice to Abate was issued under AMC Sections 8.32.020 and 8.32.030 for conditions constituting blight.

At the time of initial enforcement, the property had a history of burglaries and transient

occupancy. Over the following years, the property's condition further declined, with frequent use by unhoused individuals and substantial accumulations of junk and debris. Despite ongoing enforcement, citations, and notices issued by the City, there was no communication or remedial action taken by any responsible party associated with the property.

On November 23, 2024, the structure sustained significant damage from a fire. Due to the fire damage, ongoing unlawful occupancy, and unsafe structural conditions, the property was officially declared "Dangerous/Do Not Occupy" on December 2, 2024, in accordance with applicable municipal regulations.

In light of the imminent public safety risks and the continued lack of response from the property owner, the City obtained an abatement warrant authorizing demolition of the structure. Asbestos testing was conducted following issuance of the warrant, and all required postings and legal notifications were completed and documented via department-issued body-worn cameras. No objections or communications were received from the property owner.

Demolition commenced on February 27, 2025, and was completed on February 28, 2025.

In compliance with AMC Section 8.32.130, an itemized report detailing the total costs incurred in the abatement process has been prepared and is submitted to the City Council for confirmation. This report pertains to the property owned by Celestino L. and Celia V. Lopez. Confirmation of these costs by City Council is a necessary step prior to initiating any further action for cost recovery, including but not limited to recordation of a lien or placement of a special assessment on the property.

II. FISCAL IMPACTS:

Confirmation of the Itemized Cost Report of the abatement will allow staff to explore different ways to recover the confirmed costs of abatement. This items has been reviewed by the Finance Director.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

Confirming the Itemized Costs Report of the abatement is consistent with goal numbers one (1), two (2), and six (6): to ensure the City's continued financial stability, to improve public safety, and to enhance quality of life, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

The abatement cleanup required a combined and coordinated effort between the Atwater Police Department, Building Department and Public Works Department, along with assistance from outside vendors. A portion of the abatement required enforcement of a trespassing letter to allow for the Public Works Department and outside vendors to access and assist with the cleanup.

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

This item is not considered a "project" under Section 21065 of the Public Resources Code as it will not directly or reasonably indirectly affect the physical environment and therefore not subject to review or analysis.

IX. STEPS FOLLOWING APPROVAL:

Following City Council's confirmation of the Itemized Cost Report, the Property Owner will have thirty (30) days to respond and/or pay to the City the confirmed costs of the abatement. If no action has been taken after thirty (30) days, then City staff will explore and pursue different avenues to collect the confirmed abatement costs.

Submitted by:
/s/ Daniel Garcia

Daniel Garcia, Code Enforcement Manager

Approved by:

Chris Hoem, City Manager

Attachments:

1. 1265 High Street Confirmation of Cost (Costs)

Type of work performed	Hours	Cost	Date of Bid
E.T. Abatement Inc. (Agreement)		$ 24,998.00	2/5/2025
BEM Bovee Environmental Management Inc.		$ 650.00	1/29/2025
Public Works (City of Atwater Employees)	65	$ 2,138.98	
Code Enforcement (City of Atwater Police)	15	$ 1,069.50	
Prior Citations/Fines		$ 15,200.00	
City Attorney (Contract)		$ 7,097.20	
Building Division (City of Atwater Employee)	7	$ 910.00	
Mid Valley Disposal		$ 7,628.36	
Total		$ 59,692.04	

Date of Enforcement	Date of work
	02/26/2025 & 02/27/2025
	1/30/2025
11/29/2032 - 05/14/2025	

CITY COUNCIL
AGENDA REPORT

MEETING DATE: April 14, 2025
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Jim Vang, Civil Engineering Assistant
SUBJECT: **Approving Budget Amendment and Awarding a General Construction Contract for Downtown Pedestrian Improvements Project- Phase 2** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Motion to Adopt Resolution No. 3528-25 approving Budget Amendment No. 13 amending the Fiscal Year 2024-25; and

Motion to Adopt Resolution No. 3529-25 awarding a General Construction Contract, in a form approved in a form approved by the City Attorney, to Agee Construction Corporation of Clovis, California, for the Downtown Pedestrian Improvements Project-Phase 2, City Project No. 20-8, Federal Project No. CML-5254(031) and CRP-5254(031), in an amount not to exceed $2,148,211.00, and authorizes construction contract change order up to an aggregate amount of $214,821.09 (10%); and authorizes and direct the City Manager, or his designee, to execute the contract on behalf of the City; or

Motion to adopt staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

On June of 2020, the City responded to MCAG's "Congestion Mitigation and Air Quality (CMAQ) Call for Projects – Fall 2020" with separate applications for three phases of a proposed pedestrian improvement project to better connect residents with downtown. The Phase 2 project was awarded a funding grant in the amount up to $181,110 (federal funds in the amount of $160,337 with local match in the amount of $20,773) for the design, engineering, and environmental analysis of a pedestrian project to connect a residential area with downtown. The project proposes constructing new curbs/gutters, sidewalks, curb ramps, replacement residential driveway approaches, and conform paving as required. Improvements are proposed along Grove Avenue, Fir Avenue, Elm Avenue, Drakeley Avenue, Cedar Avenue, Broadway Avenue, Fourth Street, Third Street, Second Street, and First Street.

In December of 2022, the City of Atwater responded to MCAG CMAQ Call for Project-Spring/Summer 2021 for the construction of Downtown Pedestrian Improvement Project-Phase 2A. The project was awarded a funding grant amount up to $789,375 (federal funds in the amount of $682,746 with local match of $106,629). In September of 2023, the City of Atwater responded to MCAG's CMAQ/CRP Call for Project-Summer 2023 for the construction of the Downtown Pedestrian Improvement Project- Phase 2B. The project was awarded a funding grant up to $1,432,000.00 (federal funds in the amount of $1,267,749 with local match of $164,251).

On June 4, 2024, staff received from Caltrans the Authorization to Proceed (E-76). The total construction phase of this project was determined to be $2,238,474 (federal funds in the amount of $1,950,495.00 with local match of $287,979). An 88.53% pro rata federal reimbursement rate was established for eligible items for this project.

At their regular meeting on June 10, 2024, the City Council authorized city staff to advertise a call for bids. The lowest bid received was $2,743,161.45. Given the difference in the amount budgeted and the lowest bid received, the city is unable to fund the construction phase of the project as is.

At their regular meeting on September 9, 2025, the City Council rejected all bid received at the bid opening on August 20th, 2024, at 2:00 pm and authorized staff to revise the bid package and re-advertise the project. Bid proposals for this project were opened on Thursday February 27, 2025, at 2:00 P.M. and were totaled and reviewed for responsiveness. Eight (8) bid proposals were received. The Bid Summary (Exhibit "A") shows the bid amounts ranging from $2,148,211.00 to $3,584,510.00.

Staff has reviewed the bids and determined that the bid submitted by Agee Construction Corporation of Clovis, California in the amount of $2,148,211.00, is a responsive and acceptable bid.

The recommended contract administration practice is to include 10% of the bid amount as contingency funds for unforeseen and necessary changes to the contract. Separate, but also eligible for reimbursement (up to 15% of the bid) are construction engineering costs, which include but are not limited to inspection of construction activities, testing of materials incorporated into the construction, and measurements needed for establishing pay quantities.

Staff is recommending a total construction budget of $2,717,817.97 This total budget includes the construction contract amount of $2,148,211.00 for bid items with contractor, $214,821.09 for contingency, and $354,785.88 for construction engineering.

II. FISCAL IMPACTS:

On March 26, 2025, Merced County Association of Governments (MCAG) authorized and increased construction funding for this project in the amount of $390,000 in CMAQ funds.

Sufficient funding for this project will be available upon approval of Budget Amendment No. X in the General Fund Capital Fund FY 24-25, Account No. 0003-1080-U005 and Measure V Alternative Mode Fund FY 24-25, Account No. 0008-1080-U005.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item was 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 a necessary departments.

VII. PUBLIC PARTICIPATION:

The pubic 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.

Caltrans issued a NEPA Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3) on September 07,2023.

IX. STEPS FOLLOWING APPROVAL:

Following 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. Budget Amendment Resolution for Ped Phase 2
2. Resolution XXXX-25 Awarding Construction Contract with Agee Construction
3. Project 20-8 Federal Aid Construction Contract
4. Exhibit A- Bid Summary Bid Call

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 DOWNTOWN PEDESTRIAN IMPROVEMENTS PROJECT- PHASE 2

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 General Fund Capital Fund, and increasing budget in Measure V Alternative Mode Fund as follows:

Increasing Budget (Expense)	0003-1080-U005	Downtown Pedestrian Improvements Project-Phase 2 (CMAQ/CRP Fund for CON)	$450,503.00
Increasing Budget (Expense)	0008-1080-U005	Downtown Pedestrian Improvements Project-Phase 2 (Local Fund for CON)	$107,748.00

.

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 14th day of April 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 CONTRACT TO AGEE CONSTRUCTION CORPORATION OF CLOVIS, CA FOR DOWNTOWN PEDESTRIAN IMPROVEMENT PROJECT-PHASE 2, City Project 20-8, FEDERAL PROJECT CML-5254(031) and CRP-5254(031)

WHEREAS, The City of Atwater responded to MCAG's Congestion Mitigation and Air Quality (CMAQ) Call for Project -Fall 2020 with separate applications for three phases of a pedestrian improvement project to better connect residents with downtown. The Phase 2 project was awarded a grant for the design, engineering, and environmental analysis of a pedestrian project to connect a residential area with downtown.

WHEREAS, The City of Atwater responded to MCAG's CMAQ Call for Project - Spring/Summer 2021 and was awarded a grant for the construction of Downtown Pedestrian Improvement Project-Phase 2A; and

WHEREAS, The City of Atwater responded to MCAG's CMAQ/CRP Call for Project - Summer 2023 and was awarded a grant for the construction of Downtown Pedestrian Improvement Project-Phase 2B;and

WHEREAS, On June 4th, 2024 staff received from Caltrans the Authorization to Proceed (E-76); and

WHEREAS, The City Council approved the design and call for bid for Downtown Pedestrian Improvement Project-Phase 2 at the June 10,2024 city council meeting; and

WHEREAS, The city received 8 bids for the project with Agee Construction Corporation coming in as the lowest responsive and responsible bidder at $2,148,211.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby approve a General Construction Contract, in a form approved by the City Attorney, to Agee Construction Corporation of Clovis, CA in an amount not to exceed $2,148,211.00 and 10% contingency of $214,821.09 for the Downtown Pedestrian Improvement Project-Phase 2

The foregoing resolution is hereby adopted this 14th day of April 2025.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

FEDERAL-AID CONSTRUCTION CONTRACT

This FEDERAL-AID CONSTRUCTION CONTRACT ("Contract") is made by and between the City OF ATWATER, a California municipal corporation ("City") and Agee Construction Corporation ("Contractor") as of April 14, 2025, City and Contractor shall be referred to herein separately as a "Party" and collectively as "Parties".

1. The Contract. It is mutually agreed and understood that the complete Contract shall consist of the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if hereto attached:

A. This Contract;
B. Plans and Specifications for **PROJECT NO.20-8;**
C. Special Provisions for **PROJECT NO.20-8;**
D. Notice to Contractors;
E. Proposal to the City of Atwater;
F. Performance Bond;
G. Labor and Material Bond;
H. Caltrans Standard Specifications, Latest Edition or as Specified;
I. Caltrans Standard Plans, Latest Edition or as Specified;
J. The latest revisions to the General Prevailing Wage Rates; and
K. Any Published Addenda.
L. Davis-Bacon Act WD # CA20220018 10/07/2022

Any and all obligations of the City and the Contractor are fully set forth and described therein.

All of the above component documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The component documents comprising the complete Contract are sometimes hereinafter referred to as the "Contract Documents". To the extent any of the Contract Documents are in conflict with each other, the component documents shall have priority based upon their hierarchical order set forth above.

2. Effective Date. This Contract shall only become effective once all of the Parties have executed the Contract (the "Effective Date"). Contractor, however, shall not commence the performance of the work until it has been given notice by City ("Notice to Proceed").

3. Term. This Contract shall commence on the Effective Date and naturally terminate after Final Payment of Contractor by City as defined by Section 5-1.08 of the Special Provisions. Section 8-1.14 of the 2018 Caltrans Standard Specifications provides for Terminations. Section 2-1.12A of the 2018 Caltrans Standard Specifications allows for termination in accordance with 49 CFR 26.13(b) for failure by the contractor to carry out the requirements of 49 CFR part 26 in the award and administration of this contract.

4. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with the Contract Documents, and in the manner designated in, and in strict conformity with, the Project Plans and Specifications for PROJECT NO. 20-8, entitled, "DOWNTOWN PEDESTRIAN IMPROVEMENTS PROJECT-PHASE 2" for construction in Atwater, Merced County, California. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City or its representative. The City hereby designates the City Engineer as its representative for the purpose of this Contract.

City, without invalidating this Contract, may order changes to the work, consisting of additions, deletions, or other revisions. All such changes to the work, including in the Contract Price and Contract time for performance, shall be authorized by Change Order or Work Change Directive, signed by the City Manager. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract time for performance if it fails to secure such written authorization for such work, except in the case of an emergency as provided in the 2018 Caltrans Standard Specifications or the Special Provisions.

5. Contract Price. The City agrees to pay, and the Contractor agrees to receive and accept, the following Contract prices as full compensation for furnishing all materials and performing all work in accordance with this Contract as follows:

BASE BID

ITEM NO.	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	153248	REMOVE CONCRETE	4,590	SF	$5.00	$22,950.00
2	398001	REMOVE ASPHALT CONCRETE PAVEMENT	8,351	SF	$3.50	$29,228.50
3	153215	REMOVE EX. CONCETE CURB AND GUTTER	324	LF	$23.00	$7,452.00
4	153214	REMOVE EX. CONCRETE VERTICAL CURB	102	LF	$9.00	$918.00
5	820610	RELOCATE ROADSIDE SIGN	7	EA	$430.00	$3,010.00
6	170103	CLEARING AND GRUBBING	1	LS	$262,000.00	$262,000.00
7	846026	REMOVE PAVEMENT MARKING	1	LS	$7,500.00	$7,500.00
8	710158	REMOVE CATCH BASIN	2	EA	$810.00	$1,620.00
9	170104	REMOVE EX. TREE AND TREE STUMP	12	EA	$1,500.00	$18,000.00
10	151264	REMOVE EX. CHAINLINK FENCE	13	LF	$53.00	$689.00
11	150604	REMOVE EXISTING WOOD FENCE	93	LF	$12.00	$1,116.00
12	156545	REMOVE EXISTING TIMBER	185	LF	$10.00	$1,850.00

13	12746	REMOVE BOLLARD	3	EA	$252.00	$756.00
14	568046	REMOVE MONUMENT POLE SIGN	1	EA	$2,750.00	$2,750.00
15	730010	MINOR CONCRETE (6" CURB AND GUTTER)	1,962	LF	$52.00	$102,024.00
16	39006	MINOR CONCRETE (RETAINING CURB)	699	LF	$52.00	$36,348.00
17	731502	MINOR CONCRETE (DRIVEWAY CONFORM)	655	SF	$15.00	$9,825.00
18	731516	MINOR CONCRETE (DRIVEWAY)	1,918	SF	$16.00	$30,688.00
19	731521	MINOR CONCRETE (SIDEWALK)	14,407	SF	$11.50	$165,680.50
20	731623	MINOR CONCRETE (CURB RAMP)	2,291	SF	$16.00	$36,656.00
21	730070	DETECTABLE WARNING SURFACE	484	SF	$63.00	$30,492.00
22	260203	CLASS 2 AGGREGATE BASE (5.5 IN THICKNESS)	6,434	SF	$10.00	$64,340.00
23	390132	HOT MIX ASPHALT (2.5 IN. THICKNESS)	6,434	SF	$6.60	$42,464.40
24	840515	THERMOPLASTIC PAVEMENT MARKING (STOP LEGEND)	6	EA	$600.00	$3,600.00
25	840555	12" THERMOPLASTIC TRAFFIC STRIPE (CROSSWALK)	634	LF	$16.00	$10,144.00
26	707105	TYPE GO DRAINAGE INLET	3	EA	$10,000.00	$30,000.00
27	130150	WATER POLLUTION CONTROL	1	LS	$5,700.00	$5,700.00
28	198051	CONFORM GRADING	1	LS	$90,000.75	$90,000.75
29	13673	12" STORM DRAIN PIPE	73	LF	$293.00	$21,389.00
30	820880	INSTALL SIGN	1	EA	$544.00	$544.00
Federal Non-Participating Items						
31	152403	ADJUST EX. WATER METER BOX TO GRADE	1	EA	$1,200.00	$1,200.00
32	152410	RELOCATE WATER METER	3	EA	$490.00	$1,470.00
33	152402	ADJUST EX. WATER VALVE COVER TO GRADE	4	EA	$980.00	$3,920.00
34	208690	1.5" PVC IRRIGATION SIDEWALK CROSSING	33	EA	$26.00	$858.00
35	641101	3" DUCTILE IRON THRU-CURB PIPE	41	LF	$106.00	$4,346.00
				Base Bid	$1,051,529.15	

ADDITIVE ALTERNATIVE #1

ITEM NO.	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	153248	REMOVE CONCRETE	3081	SF	$3.20	$9,859.20
2	398001	REMOVE ASPHALT CONCRETE PAVEMENT	19,059	SF	$2.05	$39,070.95
3	153215	REMOVE EX. CONCETE CURB AND GUTTER	546	LF	$7.60	$4,149.60
4	153214	REMOVE EX. CONCRETE VERTICAL CURB	55	LF	$14.50	$797.50
5	820610	RELOCATE ROADSIDE SIGN	9	EA	$37.50	$337.50
6	170103	CLEARING AND GRUBBING	1	LS	$19,000.00	$19,000.00
7	846026	REMOVE PAVEMENT MARKING	1	LS	$6,600.00	$6,600.00
8	170104	REMOVE EX. TREE AND TREE STUMP	28	EA	$1,500.00	$42,000.00
9	151264	REMOVE EX. WROUGHT IRON FENCE	185	LF	$8.10	$1,498.50
10	150604	REMOVE EXISTING WOOD FENCE	61	LF	$16.50	$1,006.50
11	156545	REMOVE EXISTING TIMBER	128	LF	$7.50	$960.00
12	38577	REMOVE HISTORIC LOCATION MARKER	1	EA	$570.00	$570.00
13	37014	MINOR CONCRETE (VALLEY GUTTER)	298	SF	$22.50	$6,705.00
14	730010	MINOR CONCRETE (6" CURB AND GUTTER)	4,331	LF	$44.00	$190,564.00
15	39006	MINOR CONCRETE (RETAINING CURB)	1,287	LF	$47.50	$61,132.50
16	731502	MINOR CONCRETE (DRIVEWAY CONFORM)	2,201	SF	$13.00	$28,613.00
17	731516	MINOR CONCRETE (DRIVEWAY)	4,017	SF	$13.50	$54,229.50
18	731521	MINOR CONCRETE (SIDEWALK)	21,921	SF	$10.00	$219,210.00
19	731623	MINOR CONCRETE (CURB RAMP)	3,551	SF	$13.00	$46,163.00
20	730070	DETECTABLE WARNING SURFACE	799	SF	$56.00	$44,744.00
21	260203	CLASS 2 AGGREGATE BASE (5.5 IN THICKNESS)	14,124	SF	$5.20	$73,444.80
22	390132	HOT MIX ASPHALT (2.5 IN. THICKNESS)	14,124	SF	$5.20	$73,444.80
23	840515	THERMOPLASTIC PAVEMENT MARKING (STOP LEGEND)	8	EA	$531.00	$4,248.00

24	840555	12" THERMOPLASTIC TRAFFIC STRIPE (CROSSWALK)	682	LF	$14.50	$9,889.00
25	707105	TYPE GO DRAINAGE INLET	4	EA	$7,500.00	$30,000.00
26	152439	ADJUST EX. INLET FRAME AND GRATE TO FINISH GRADE	1	EA	$740.00	$740.00
27	130150	WATER POLLUTION CONTROL	1	LS	$1,000.00	$1,000.00
28	198051	CONFORM GRADING	1	LS	$30,000.00	$30,000.00
29	13673	12" STORM DRAIN PIPE	288	LF	$135.00	$38,880.00
30	14563	STORM DRAIN MANHOLE	3	EA	$6,400.00	$19,200.00
31	152610	CONNECT TO EXISTING STORM DRAIN MANHOLE	1	EA	$2,700.00	$2,700.00
32	820880	INSTALL SIGN	1	EA	$500.00	$500.00
Federal Non-Participating Items						
33	12222	ADJUST SEWER MANHOLE TO GRADE	2	EA	$750.00	$1,500.00
34	152403	ADJUST EX. WATER METER BOX TO GRADE	9	EA	$903.00	$8,127.00
35	152410	RELOCATE WATER METER	4	EA	$623.00	$2,492.00
36	152402	ADJUST EX. WATER VALVE COVER TO GRADE	9	EA	$825.00	$7,425.00
37	152428	ADJUST EX. FIRE HYDRANT TO GRADE	3	EA	$2,225.00	$6,675.00
38	208690	1.5" PVC IRRIGATION SIDEWALK CROSSING	72	EA	$24.00	$1,728.00
39	641101	3" DUCTILE IRON THRU-CURB PIPE	65	LF	$53.50	$3,477.50
40	18435	6" DRAIN INLET (INCL. CONCRETE ENCASEMENT)	1	EA	$4,000.00	$4,000.00
				Additive Alt #1	$1,096,681.85	

Grand Total (Base Bid + Additive Alt #1) = $2,148,211.00

6. Disadvantaged Business Enterprises ("DBE"). The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the City shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown in the special provisions and other contract documents or demonstrate that they made adequate Good Faith Efforts ("GFE") to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could

reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual ("LAPM") Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program ("CUCP") database and possesses the most specific available North American Industry Classification System ("NAICS") codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease

arrangement.

- DBE leases trucks from a non-DBE truck leasing company and uses its own employees as The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the

amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non- DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

DBE and non-DBE subcontractors.

The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the City's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the City. Unless the City's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

<u>Termination of DBE Subcontractors</u>

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the City:

5. Listed DBE fails or refuses to execute a written contract based on plans and

specifications for the project.

6. The City stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the City's bond requirements.
7. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
8. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
9. Listed DBE's work is unsatisfactory and not in compliance with the contract.
10. Listed DBE is ineligible to work on the project because of suspension or debarment.
11. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
12. Listed DBE voluntarily withdraws with written notice from the Contract.
13. Listed DBE is ineligible to receive credit for the type of work required.
14. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
15. The City determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the City. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the City by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the City and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
    - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The City shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the City's written authorization of DBE termination request, the Contractor must obtain the City's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the City which must include:
    a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Quote for bid item work and description of work to be performed
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Subcontracting Request form
        - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of City's authorization to terminate the DBE. The Contractor may request the City's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
    - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
    - Solicitations of DBEs for performance of work identified
    - Correspondence with interested DBEs that may have included contract details and requirements
    - Negotiation efforts with DBEs that reflect why an agreement was not reached
    - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
    - Copies of each DBE's and non-DBE's price quotes for work identified, as the City may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
    - Additional documentation that supports the GFE

The City shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the City.

F. Commitment and Utilization

The City's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the City within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the City will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the City.

The City shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The City will withhold $10,000 until the form is submitted. The City releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

No later than the 10th of the month following the month of any payment(s), the Contractor must submit an invoice for payment along with Exhibit 9-F: Monthly Disadvantaged Business Enterprise (DBE) Payment to the Caltrans Business Support Unit at Business.Support.Unit@dot.ca.gov. Provide a copy to the City.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the City. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function ("CUF") under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the City at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the City the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders

- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the City these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the City immediately if the Contractor believes the DBE may not be performing a CUF.

The City will verify DBE's performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional City evaluations. The City must evaluate DBEs and their CUF performance throughout the duration of a Contract. The City will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the City must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the City determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of City's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the City determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The City may deny payment for the noncompliant portion of the work. The City will ask the Contractor to submit a corrective action plan ("CAP") to the City within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The City has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the City's approval. The City will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the City for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- City must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the City's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

7. Bid Opening. The City publicly opens and reads bids at the time and place shown on the Notice to Contractors.

8. Bid Rigging. The U.S. Department of Transportation ("DOT") provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

9. Contract Award. If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

10. Contractor License. The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).

11. Changed Conditions.

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if

unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to

perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

12. Beginning of Work, Time of Completion and Liquidated Damages. The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 60 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City the sum of $1,000.00 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

13. Buy America. Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an

application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States. Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

14. Quality Assurance. The City uses a Quality Assurance Program ("QAP") to ensure a material is produced to comply with the Contract. The City may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

15. Prompt Payment.

A. From the City to the Contractors

The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with

both of the following:

1. The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The City must return any payment request deemed improper by the City to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. From the City to the Contractors

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

16. Required Federal-Aid Contract Language. Caltrans Local Assistance Procedures Manual Exhibit 12-G "Required Federal-Aid Contract Language" including Form FHWA-1273 "Required Contract Provisions Federal-Aid Construction Contracts" is hereby included in its entirety in this Section 16. Should there be any conflict between the Required Federal Aid Contract Language and any other part of this agreement, then the Required Federal Aid Contract Language shall control and prevail.

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b).The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and trainees** (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

l. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) Is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) Is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

17. Female and Minority Goals. To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goal for minority utilization (45 Fed Reg 65984 (10/3/1980)) for Economic Area 178 Non-SMSA Counties, including Merced County, is 19.8%.

18. Title VI Assurances. The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19. Prohibition of Certain Telecommunications and Video Surveillance Equipment and Services.

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

20. Termination. If the Contractor should become insolvent or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract Documents, the City may serve written notice upon Contractor and its surety of its intention to terminate the Contract. The notice shall contain the reasons for the City's intent to terminate the Contract and unless the violation ceases and/or is corrected within ten (10) days of service of the notice, the Contract shall cease and terminate. In the event of any such termination,

the City shall immediately serve a written notice of termination on the surety and the Contractor, and the surety shall have the right to take over and perform the Contract. The surety shall serve a written notice of intent to take over and perform the Contract on the City within fifteen (15) days of service of the notice to terminate and shall commence performance of the Contract within thirty (30) days from service of the notice to terminate. In the event the surety fails to serve the notice of intent to take over and perform or fails to commence performance as required in this Section, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any excess cost incurred by the City, and in such event the City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary to complete the work. The City may also terminate the Contractor's performance under the Agreement, either in whole or in part, at its own discretion, with or without cause, or for convenience or when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority, or upon a determination by the City that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the work for any reason. The City shall provide no less than fifteen (15) calendar days written notice of its intent to terminate the Agreement for convenience and shall endeavor to provide the Contractor with consultation with the City prior to termination.

21. Notices. All notices given pursuant to this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, certified or registered, with return receipt requested. Such notice shall be deemed served or given three (3) business days after deposit in the United States Postal Service. The address of each Party to this Contract for purposes of notice shall be as indicated below. Each Party may change its address for notice by giving notice of such change to the other Party in the manner set forth above.

If to City:	**Christopher Hoem, City Manager** **City of Atwater** **1160 Fifth Street** **Atwater, California 95301**
If to Contractor:	**Agee Construction Corporation** **P.O Box 629** **Clovis, CA 93613**
If to Surety:	**Liberty Mutual Insurance Company**

22. Assignment of Contract. The Contractor shall not assign the Contract, moneys due under the Contract, or monies to become due under the Contract, without first obtaining the prior written consent of the City.

23. Contract Security. The Contractor shall furnish a surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the faithful performance of this Contract ("Performance Bond"). The Contractor shall also furnish a separate surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the

payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond ("Labor and Material Bond").

24. Insurance. Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Contractor shall maintain coverage as follows and will provide City with written proof of said insurance. Such insurance shall remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. The cost of such insurance shall be included in the contractor's bid. Contractor shall maintain coverage as follows:

A. Minimum Scope of Insurance.

1. Commercial General Liability coverage at least as broad as the Insurance Services Office, Inc. (ISO Form CG 00 01) with limits of liability of at least $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance forms or other forms with a general aggregate limit are used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be $4,000,000.

2. An Additional Insured Endorsement to the Commercial General Liability coverage form naming the City as an insured at least as broad as ISO form CG 20 37 10 01 entitled ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS.

3. Business Auto Liability coverage at least as broad as ISO form CA 00 01 with limits of liability of at least $1,000,000 combined single limit per accident for bodily injury and property damage, covering any automobile owned, leased, hired or borrowed by the Contractor, its agents, representatives, or employees, or for which the Contractor is responsible.

4. An Automobile Liability Special Endorsement to the Business Auto Liability form naming the City as an insured with regard to damages and the defense of claims arising out of use of any automobile for which the Contractor is responsible. (In the alternative, the Contractor may provide a Designated Insured Endorsement form at least as broad as ISO Form CA 00 01).

5. Workers' Compensation coverage for the Contractor's employees with limits as required by California law, and Employers Liability coverage with limits of liability of at least $1,000,000 per accident or occurrence.

6. A Certificate of Liability Insurance showing evidence of the above liability coverages prior to the commencement of work.

B. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, public officials, employees and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain the following provisions:

1. The City, its officers, public officials, agents, employees and volunteers are to be covered as insured's with respect to liability and defense arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (CG 20 10), or as a separate owner's policy.

2. For any claims related to this project, the Contractor's liability insurance coverage shall be primary insurance as respects the City, its officers, public officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. The Contractor agrees that any and all liability insurance coverages available to it as a named insured will be applicable to the City as an Additional Insured.

6. If other than ISO forms are used by the insurer(s) for the Contractor, each form used will require individual review and approval by the City of Atwater.

D. Acceptability of Commercial Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than "A: VII."

E. Verification of Coverage.

Contractor shall furnish the City with Certificates of Liability Insurance and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the Entity's forms, provided those endorsements or policies conform to the requirements of the Contract. All certificates and endorsements are to be received

and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

F. Subcontractors.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the insurance requirements stated herein.

G. For Construction Risks.

If this is a Proposal and Contract that involves a construction risk, in addition to the Insurance Requirement specified above, the Contractor shall procure and maintain Course of Construction (Builder's Risk) insurance covering all risks of loss with limits of liability of not less than the completed value of the project with no coinsurance penalty provisions.

The Course of Construction insurance policies shall contain the following provisions:

1. The City shall be named as loss payee; and

2. The insurer shall waive all rights of subrogation against the City.

25. Indemnification. The Contractor will indemnify, defend with counsel selected by the City, save, keep, and hold harmless, the City and all officers, public officials, employees, and agents thereof from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to performance of the work, provided that any such action, claim, loss, cost, damage, injury, expense or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the City and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor

shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should contractor desire any insurance protection, the Contractor is to acquire such protection at its expense.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

26. Accident Prevention. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

27. Payment. The City will make partial and final payment to the Contractor except that the City will retain five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by City of the notice of acceptance of completion of all work covered by this Contract, at which time and not before, City shall pay to Contractor the remaining five percent (5%), less any previous payments and deductions provided for herein.

The closure date for the purpose of making monthly progress payment will be the last calendar day of that month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the City's payment procedure.

Each month, the Contractor will submit its own invoice for work performed through the closure date and the Engineer will make an approximate measurement of the work performed through the closure date and as a basis for making monthly payments, estimate its value based on the Contract unit prices or as the Engineer deems appropriate. The City will endeavor to, not later than twenty (20) working days after receipt of the Contractor's invoice, make partial payment to the Contractor, based on work performed and material incorporated in the project as of the closure date of the particular calendar month, providing that the Contractor's invoice for the work performed agrees with the Engineer's determination. If the Engineer's determination differs from the Contractor's invoice, the City will make payment to the Contractor for those items or portions of items not in dispute not later than payment would have been made had no dispute occurred. Within ten (10) calendar days after agreement on disputed work is achieved between the City and the Contractor, the City shall pay the Contractor for any additional monies due as a result of settling any dispute. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The payment of progress payments by the City shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the City and subject to whatever inspection and approval may be required by law.

It is further agreed by the Parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

28. Prevailing Wage. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Contract. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

29. Article VI. The improvements contemplated in the performance of this Contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this Contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires. In such cases, the State Contract Act will govern.

17. General Provisions.

(a) *Modification.* No alteration, amendment, modification, or termination of this Contract shall be valid unless made in writing and in accordance with the Contract Documents.

(b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Authority*. All Parties to this Contract warrant and represent that they have the power and authority to enter into this Contract and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Contract have been fully complied with.

(d) *Drafting and Ambiguities*. Each Party acknowledges that it has reviewed this Contract with its own legal counsel, and based upon the advice of that counsel, freely entered into this Contract. Each Party has participated fully in the review and revision of this Contract. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Contract.

(e) *Governing Law*. This Contract shall be governed by and construed in accordance with the laws of the state of California.

(f) *Venue*. Venue for all legal proceedings shall be in the Superior Court of California for the County of Merced.

(g) *Severability*. If this Contract in its entirety is determined by a court to be invalid or unenforceable, this Contract shall automatically terminate as of the date of final entry of judgment. If any provision of this Contract shall be determined by a court to be invalid

and unenforceable, or if any provision of this Contract is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Contract, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Contract.

(h) *Counterparts*. This Contract may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) *Audit*. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

(j) *Entire Contract*. This Contract, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(k) *Supersedes Prior Agreement*. It is the intention of the Parties hereto that this Contract shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Contract.

(l) *Mandatory and Permissive*. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(m) *Headings*. Headings used in this Contract are for reference purposes only and shall not be considered in construing this Contract.

(n) *Attorney's Fees and Costs*. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(o) *Necessary Acts and Further Assurances*. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Contract.

(p) *Time is of the Essence*. Time is of the essence in this Contract for each covenant and term of a condition herein.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Parties hereinabove named, on the day and year first herein written.

CITY OF ATWATER, a Municipal Corporation

By: _____
Christopher Hoem, City Manager

Agee Construction Corporation

Digitally signed by Alan D Dirlam
Reason: I am approving this document
Date: 2025.04.08 09:38:05-07'00'

By: _____
Contractor licensed in accordance with an act providing for the registration of contractors.

ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

ACCOUNT DATA:

PROJECT NO. 20-8

Contract No. _____

Project Account No./Amount:

_____ / $ _____

By: _____
Finance Director Verification

LICENSE NO. 631980

TAXPAYER I.D. NO. 77-0288965

VENDOR NO. _____

ADDRESS: P.O. Box 629, Clovis CA 93613

PHONE: 559-299-3290

FAX: 559-299-3503

EMAIL: AlanD@AgeeConstruction.com

(SEAL)

ACTION BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
AGEE CONSTRUCTION CORPORATION,
A CALIFORNIA CORPORATION

In accordance with Article III, Section 13 of the Bylaws of the Corporation and Section 307(b) of the California Corporations Code, the Board of Directors of AGEE CONSTRUCTION CORPORATION, a California corporation (the "Corporation"), hereby takes the following actions and adopts the following resolutions without a meeting:

AUTHORIZATION FOR GAYLE L. SALVUCCI, ALAN D. DIRLAM, ROBERT SERVADIO, KYM E. OLIVAS AND JOHN GERWE TO SIGN CONSTRUCTION DOCUMENTS ON BEHALF OF THE CORPORATION

WHEREAS, the Board of Directors of the Corporation recognizes that from time to time Construction Documents need to be signed on behalf of the Corporation on an expedited basis; and

WHEREAS, the Board of Directors has deemed it in the Corporation's best interests to authorize not only the officers of the Corporation to execute such Construction Documents but also to authorize certain other employees to execute such documents; it is therefore

RESOLVED FURTHER, that GAYLE L. SALVUCCI, ALAN D. DIRLAM, ROBERT SERVADIO, KYM E. OLIVAS, and JOHN GERWE, *any one of them acting alone*, is hereby authorized, from time to time, in the name of the Corporation and as its corporate act and deed, to execute Construction Documents, and further authorized to execute any and all documents and to take any further actions necessary, desirable, or convenient in order to consummate such the transactions contemplated by the Construction Documents; and

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

This Action by Unanimous Written Consent of the Board of Directors of AGEE CONSTRUCTION CORPORATION is hereby taken by the undersigned, constituting all of the members of the Board of Directors, to be effective for all purposes on May 9th, 2024.

003728-000000 9919236.1

PATSY A. AGEE

GAYLE L. SALVUCCI

KYM E. OLIVAS

TAMARA M. SEALS

003728-000000 9919236.1

BID SUMMARY

DOWNTOWN PEDESTRIAN IMPROVEMENTS PROJECT – PHASE 2
CML-5254(031) and CRP-5254(031)

Project No. 20-8; Bid Call No. 731-25

Bid Opening: February 27,2025; Engineer's Estimate: $1,969,181

No.	Contractor	Base Bid	Alt #1	Grand Total Base Bid +Alt #1
1	Agee Construction Co. P.O Box 629 Clovis, CA 93613-0629	$1,051,529.15	$1,096,681.85	$2,148,211.00
2	United Pavement Maintenance P.O Box 1017 Hughson, CA 95326	$807,680.00	$1,403,614.50	$2,211,294.50
3	FBD Vanguard Construction, Inc. 550 Greenville Road Livermore, CA 94550	$946,639.64	$1,293,210.36	$2,239,850.00
4	TBS Contractors 1605 E. Gerad Ave. Merced, CA 95341	$837,673.95	$1,415,142.13	$2,252,816.08
5	Cal Valley Construction 5125 N. Gates Ave., Suite 102 Fresno, CA 93722	$1,046,778.00	$1,411,460.25	$2,458,238.25
6	Harris Development Corp. 1840 Shaw Ave. Ste. 105-08 Clovis, CA 93611	$1,004,038.07	$1,610,628.73	$2,614,666.80
7	George Reed, Inc. P.O Box 4760 Modesto, CA 95352	$1,649,192.00	$1,834,154.00	$3,483,346.00
8	Zara Construction Inc. 2343 Donner Pass Ave. Sacramento, CA 95835	$1,372,024.00	$2,212,486.00	$3,584,510.00

ANNUAL REPORT

2024

Atwater Police Department

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MISSION STATEMENT

Our mission is to maintain peace and order through the provision of police services that are of the highest quality and responsive to the needs of the community. We strive to contribute to a wholesome community environment in which individuals may work, play, prosper, raise families, and otherwise pursue their legitimate goals without fear of criminal or civil disorder.

VALUES STATEMENT

1. Dedication to timely, excellent, and efficient service to the community.
2. Honest and ethical behavior by the members of this agency.
3. Being the best that we can be.
4. Innovative, creative, and proactive approaches in meeting the demands of our animal control, crime prevention and law enforcement responsibilities.
5. The need to engage in strategic and future planning and to keep abreast of the latest in law enforcement technology and techniques.
6. Sensitivity is the key quality that we should bring to our interaction with the public and other agencies in the criminal justice system with whom we interact.

CHIEF'S MESSAGE

It is a privilege and an honor to present this annual report of the activities of the Atwater Police Department during the Calendar Year 2024. Although I wasn't here for most of 2024, I am happy to present this report with important information regarding the activities of the department over the last year.

I look forward to a productive 2025.

Respectfully Submitted.

Richard McEachin
Chief of Police
April 14, 2025

STATE OF THE DEPARTMENT

The Atwater Police Department is a full-service law enforcement agency conducting operations 24 hours a day, 365 days per year. The Department has units providing services in animal control, code enforcement, records, investigations, and general law enforcement to a population of approximately 32,000 residents. The Police Department provides primary 911 communications responsibilities for the City of Atwater.

The FY 2024-2025 budget currently funds twenty-six sworn officers including the Chief. The ratio of funded sworn personnel to population is .81 officers per one thousand residents. This is less than the statewide rate of 2.2 officers per thousand population. (FBI, 2022) The status of personnel is always a concern facing the Department, as the Department saw some turnover this year.

To support sworn operations, the Department employs a mixture of part-time and full-time civilian positions. The non-sworn positions provide Dispatch, Clerical, Evidence and Animal Control services. The non-sworn staff currently sits at fourteen members. At the end of 2024, two dispatcher positions were vacant.

Budget:

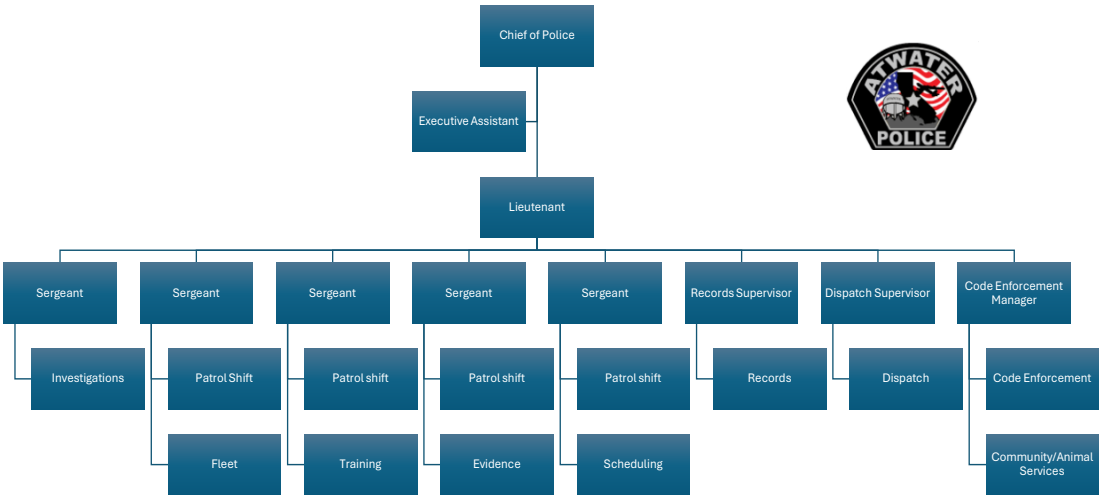
The Police Department is a General Fund Department. The adopted FY 24-25 budget of the Police Department in the General Fund is 6.8 million dollars. This constitutes 33% of the City's General Fund Budget. The total Police Department budget is 9.7 million dollars.

Revenues to support law enforcement activities come from a variety of sources. In 2022, the residents of Atwater passed "Measure B" a one cent Sales Tax Measure to enhance public safety. The Police Department was allocated 2.2 million dollars of the proceeds of this dedicated sales tax in FY 2024/25. The Department also receives approx. $700,000 in resources from a Community Facilities District, various grant programs, and the Merced County abandoned vehicle program. The Department continued its partnership with the Atwater Elementary School District and deployed an officer to service the District with partial offsetting revenue from the district. The Department participates in several grant programs to provide needed equipment. Justice Assistance Grants and Body Armor funding from the Federal Government are used on a yearly basis.

The Department continues to emphasize budget management looking for any cost savings available to provide diverse service to the community.

The Department's organizational structure changed slightly during 2024. Dispatch and Records now have independent supervisors for each division, rather than one supervisor over both divisions as in the past. Additionally, an Administrative Assistant position was implemented. The Administrative Assistant position was converted into an Executive Assistant position at the mid-year budget meeting on February 24, 2025. The Department's organizational chart is on the following page.

Atwater Police Department



Facilities:

The Police Department is located at 750 Bellevue Road. This facility was constructed in 1966 and houses a 911 communications center, records, patrol operations, animal control, administration, investigations, and code enforcement. With the anticipated relocation of the Finance Department to a building downtown, the Police Department footprint will grow into the area currently occupied by the Finance Department in 2025. This will help provide more adequate space for the personnel within the Police Department.

The building is still 50+ years old and needs significant modernization to allow for the Police Department to effectively use the additional space allocated by the relocation of other city staff over the past few years. This needed renovation allows time for the Department to participate in the Public Safety master planning process. This process will identify the deficiencies in the current facility, document the need for a facility that meets all applicable standards, produces a document that would be the basis for the identification of funding sources, and allows for a road map for the community to identify future priorities.

Another facilities project that was started in 2023 and completed in 2024 was the electric vehicle charging station project at headquarters. In partnership with PG&E and Public Works, the Department constructed a vehicle charging depot inside the secure parking lot. This services the Department's growing fleet of plug-in hybrid and battery electric vehicles.

Fleet:

The Police Department uses a mixture of unmarked and marked vehicles to accomplish its various missions. At the beginning of the year, there were 30 vehicles in the Department's fleet. The average age of fleet assets was 7 years. In 2024, the Department added 2 Dodge Chargers to its patrol fleet.

The replacement of fleet assets will continue to be a challenge for the Department going forward. The supply chain issues still plague the acquisition of police vehicles and their equipment. The Department will be working with Enterprise Fleet Management to acquire more vehicles to replace the oldest vehicles in the fleet that have reached or exceeded their life expectancy.

Other Equipment:

The Police Department possesses a wide range of equipment to fulfill its mission. It has a wide enough variety of equipment to accomplish almost any task needed. During 2024, the Department replaced its handheld portable radios to bring them in line with current technology. The Department also implemented in-car dash cameras with Automated License Plate Reader (ALPR) technology into all patrol cars. New cell phones were purchased for all patrol staff in order to interface with the eCitation system now being utilized in the field as a replacement to hand-written paper citations.

The Department has perfected the process of inventory control to track the purchase, depreciation, and replacement of Department Equipment. This process has allowed the Department to purchase needed equipment in time to further the Department's mission.

CALLS FOR SERVICE STATISTICS:

The best way to analyze the activity of the Police Department is using raw calls for service data. This data over time shows both activities generated by the public and activity generated by preventative patrol measures. In 2022 the Department managed 25,499 calls for service. In 2023 the Department managed 28,208 calls for service. In 2024 the Department managed 38,384 calls for service. The 2024 calls for service numbers represent a 36% increase over 2023. The continued growth in the community and the continued growth of the citizen online portal assisted in the increase. The following charts and tables break down the comparison by year and by priority. Priority one calls are considered emergencies and should be dispatched within a 3-minute period. Priority two calls are where most citizen-initiated activity is found. Priority three calls are mostly officer initiated.

CALLS FOR SERVICE STATISTICS

	2022	2023	2024
Priority 1	741	694	771
Priority 2	5878	5280	4985
Priority 3	18880	22233	32607
Non Classified	0	1	21
Totals	25499	28208	38384

CRIME STATISTICS

Atwater PD in 2021 made the commitment to begin the conversion to the California Incident-Based Reporting System (CIBRS) with the upgrade of its records management system. In 2022, the Department began to collect data. The data collected is based around the call for service and not the crime type. This data collection method can show numbers that are elevated and make it appear as if there is more criminal activity than is occurring.

Below is a table documenting the Department's 2024 CIBRS data.

Classification of Offenses	Offenses Reported	Unfounded	Actual Offenses	Tot. Offenses Cleared	Clearances Involving Persons Under 18 Yr. of Age
Murder/NonNegligent Homicide(Total)	**2**	**0**	**2**	**1**	**0**
Manslaughter by Negligence(Total)	**0**	**0**	**0**	**0**	**0**
Rape(Total)	**17**	**0**	**17**	**1**	**0**
Rape	17	0	17	1	0
Attempted Rape	0	0	0	0	0
Robbery(Total)	**18**	**0**	**18**	**2**	**0**
Robbery - Firearm	5	0	5	0	0
Robbery - Knife or Cutting Instrument	3	0	3	1	0
Robbery - Other Dangerous Weapon	2	0	2	0	0
Robbery - StrongArm(Hands,Fists,Feet,etc)	8	0	8	1	0
Assault(Total)	**539**	**0**	**539**	**220**	**14**
Assault - Firearm	40	0	40	6	0
Assault - Knife or Cutting Instrument	9	0	9	6	0
Assault - Other Dangerous Weapon	69	0	69	35	4
Assault - StrongArm(Hands,Fists,Feet,etc)	72	0	72	22	1
Assault - Other(Simple, Not Aggravated)	349	0	349	151	9
Burglary(Total)	**87**	**0**	**87**	**11**	**1**
Burglary - Forcible Entry	19	0	19	2	1
Burglary - Unlawful Entry(No Force)	63	0	63	8	0
Burglary - Attempted Forcible Entry	5	0	5	1	0
Larceny(Total) - Theft(Excluding Motor Vehicles)	**561**	**0**	**561**	**56**	**2**
Motor Vehicle Theft(Total)	**56**	**0**	**56**	**2**	**1**
Motor Vehicle Theft - Autos	48	0	48	2	1
Motor Vehicle Theft - Trucks and Buses	6	0	6	0	0
Motor Vehicle Theft - Other Vehicles	2	0	2	0	0
Grand Total	**1280**	**0**	**1280**	**293**	**18**

The number of reported property crimes represents 55% of the number of reportable crimes to the Police Department and the majority share of the CIBRS Statistics. While homicides were down from 5 in 2023 to 2 in 2024, overall crimes against persons were up 8.0%. Property crimes were down 9.5% from 2023.

The Department has taken an aggressive stance to address these numbers. Besides proactive patrol and apprehension activities, the Department has conducted operations that have targeted gang members, persons on probation and persons on parole.

ANIMAL CONTROL STATISTICS

The Atwater Police Department is responsible for the animal control function for the city. Captured animals are housed at an animal control facility owned and operated by the Merced County Sheriff's Office. By contract, the County shelters captured animals and collects fees, fines, and forfeitures for the Police Department

Regarding animal control equipment, the unit has received an influx of new equipment. In August 2023, the battery electric pickup was received and was placed into service. This vehicle has proved to be a capable and cost-effective piece of equipment. This unit has addressed some of its non-vehicle equipment needs and is on a stable equipment replacement plan.

Regarding calls for service: The Unit handled 1129 animal control calls for service for 2024. That averages to be 3.1 calls per day. 77.4% of calls for service on average ended in some sort of enforcement action by Animal Control Officers. The other 22.6% of the calls received by the Department were either cancelled by the caller, the animal was unable to be located, or we were returning animals to their owners.

SCHOOL RESOURCE OFFICER PROGRAM

The Department renewed a partnership with the Atwater Elementary School District to provide law enforcement services to all the Elementary School Sites for the 22/23 school year. Some of the services provided to the district are:

1. Criminal Investigations
2. Outreach to Students
3. School Safety Presentations
4. Traffic and Patrol functions around the schools

This partnership has continued into the 24/25 school year with district and department collaboration on several infrastructure projects to make the sites, students, and staff safer.

For the calendar year 2024, the SRO's Statistics were as follows:

Calls for Service:	634
Traffic Stops:	39
Reports Taken:	68
Citations Issued:	7
Arrests Made:	13

CODE ENFORCEMENT

The Atwater Police Department oversees the responsibilities of Code Enforcement for the City. Responsibilities of blight enforcement, city ordinance enforcement, home encampment monitoring, shopping cart abatement and abandoned vehicle enforcement were consolidated in this unit. The unit handled approx. 1102 calls for service regarding a variety of blight issues. The Unit issued 876 notices and citations to violators.

The unit also handled 346 abandoned vehicle calls, up from 272 in 2023. These generated 55 reports with 51 vehicles stored. These activities are a valuable revenue source that offsets the cost of providing the service.

The unit also provided service in the following areas:

1. Daily citizen phone calls for information, explanation, or direction for non-cases.
2. Generation of new documents, innovative programs, and processes for the Code Enforcement program.
3. Misc. meetings with Building, Planning, and various City of Atwater Departments for projects.
4. Displaced Citizen monitoring, contact and data collection.

TRAFFIC ACCIDENT STATISTICS

The Atwater Police Department is responsible for traffic enforcement for the City of Atwater. Besides the common writing of citations for traffic violations, the Department responds to and investigates all the traffic accidents that occur in the city. In 2024, the total number of traffic accidents investigated was 367. This was a slight increase from the 351 in 2023. The number of injury vehicle accidents decreased from 41 in 2023 to 22 in 2024. Unfortunately, the Department investigated two fatal traffic collisions that cost three lives.

Reasons for the continued decline in injury traffic accidents all revolve around the effects of increased public awareness and traffic enforcement. The major cause of accidents are unsafe speed, inattention, and failure to follow posted traffic signs.

DEPARTMENT GOALS

The Department has several goals for 2025. Fundamental changes are occurring to the profession that will redefine what law enforcement is and how its effectiveness is measured.

The Police Department strives to be a rewarding place to work, in an effort to retain our existing staff and to attract candidates to fill future vacancies. We strive to give our staff the tools they need to effectively do their job, and we are receptive to the wellness of all of our members.

The Department continues a 2022-2024 goal to propose and complete construction infrastructure projects during 2025 that will allow the Department to efficiently function and expand to meet the needs of the community. With the Finance Department relocating to the new Civic 2 building, the Police Department will move in to the vacated space. This will help create more workspace for department staff to be able to conduct business more efficiently. It will also facilitate an enhanced experience for the public by moving the Police Department customer service desk (Records) to the main window where members of the public first enter the building.

The Atwater Police Department plans to implement a Traffic Safety division in 2025. This will allow for a better focus on traffic-related issues throughout the City.

The Department will continue to look for other areas of needed growth in order to continue to provide the level of service that the community expects and deserves.

To achieve these goals and meet other unexpected challenges, the Atwater Police Department continues to be efficient with City funds, working with the community to solve problems, and ensuring that it is prepared to provide the finest service to the residents and visitors to the City of Atwater.

REFERENCES

FBI. (2022). *Crime in the United States.* Washington DC: FBI.

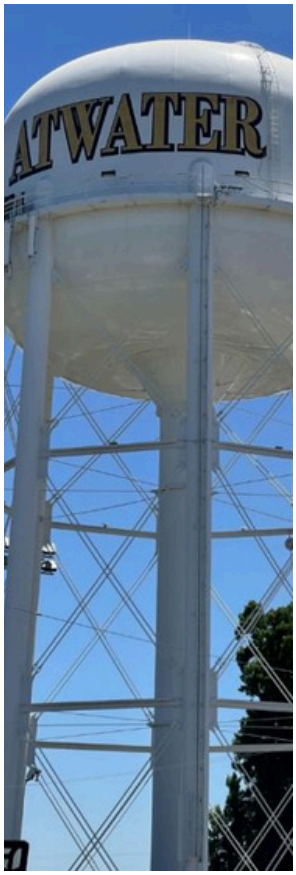
ANNUAL REPORT

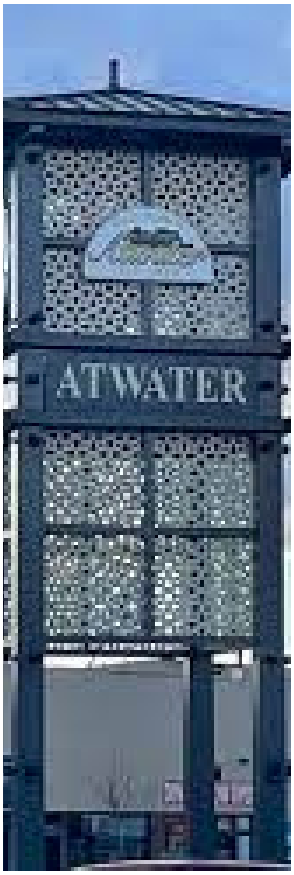
2024

Atwater City Fire Department

https://www.atwater.org/departments/fire/

ATWATER CITY FIRE DEPARTMENT WOULD LIKE TO THANK THE CITY OF ATWATER, CALIFORNIA FOR THEIR UNCONDITIONAL SUPPORT THROUGHOUT 2024 AND MANY YEARS TO COME.





PLEASE SCAN THE QR CODE FOR A DIGITAL LINK

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MISSION STATEMENT

The primary mission of the Atwater City Fire Department is to provide a range of services and programs aimed towards protecting the lives and property of the citizens of Atwater City and the surrounding communities from the adverse effects of fires, medical emergencies, exposure to hazardous materials, and or other dangerous conditions as an all risk emergency response department.

These programs include comprehensive fire protection planning, fire suppression, emergency medical response, rescue, hazardous materials response, fire prevention and education, as well as fire code enforcement. The Atwater City Fire Department also provides mutual and automatic aid to neighboring agencies while being part of the statewide fire rescue mutual aid system.

OBJECTIVES

- Provide efficient levels of fire protection services to the citizens of Atwater. Encourage the continuance of the existing contractual arrangement between the City of Atwater and the California Department of Forestry and Fire Protection for cooperative fire protection services.

- Continue to bring forward recommendations for the Department's facilities, personnel, and technology as required to meet the changing conditions and increased demands for services.

- Maintain and manage fire impact fees in order to provide a supplemental source of funding for capital equipment. This will allow the Atwater Fire Department to expand fire protection service into areas of significant new growth as the need arises and keep equipment up to date to meet the ever changing all risk emergency response environment.

- Seek opportunities, where feasible, to conduct joint operations, share responsibilities, or construct joint facilities with municipalities in order to avoid duplication of effort or cost in the provision of basic fire protection services. Pursue meaningful automatic and mutual aid agreements with other adjoining fire entities.

- Continue to update the Atwater Fire Department's Master Plan with guidance from the Atwater City Council and members of City Staff.

- Pursue grant funding through local, State and Federal agencies to obtain needed support for various programs.

2024 ACCOMPLISHMENTS

- Outfitted two new Command Vehicles and put them in service
- Ordered new Type I fire engine
- Supported state mission incidents by sending equipment out of county and accruing additional revenue for the City
- Received new grant funded Self Contained Breathing Apparatus' (SCBAs) and placed them in service
- Progression made on Public Safety Master Plan
- Expansion of annual ladder truck academy
- Remain heavily involved in public education

2025 GOALS

- Outfit and put new Type VI fire engine in service
- Completion and adoption of Public Safety Master Plan
- Continue to expand supporting state mission by sending fire apparatus out of county and bring additional revenue into the City.
- Progress with Station 41 Improvements/Bathroom/ADA project
- Maintain interagency relations with neighboring entities

Fire Fighter of the Year

FF Taylor Holden

MIKE VAN LOBEN SELS

Fire Chief

As the Chief of Atwater City Fire Department, I am privileged to share this year's annual report, a reflection of our department's dedication to service amid both challenges and achievements. This year has brought hurdles, yet it has also been a year of considerable progress and resilience. Despite facing some adversity, we have strengthened our operational readiness and continue to serve our community with the highest standards of safety and commitment. Despite these constraints, we have continued to maintain our three personnel on duty 24 hours a day, seven days a week, at our stations. This has not only improved our response capabilities over the last year and a half, but has also enhanced safety for our firefighters and the community we serve.

In addition to these operational improvements, we are proud to announce the expansion of our training center, which is a vital asset for advancing the skills and readiness of our team. The expansion enables us to conduct more in-depth training across various scenarios, improving our preparedness for complex incidents. Our ongoing integration with CAL FIRE continues to bring positive changes that will have lasting impacts on our department and the community. This partnership has strengthened our operational capabilities, provided greater access to resources, and created more opportunities for shared knowledge and development. Despite the challenges, our commitment to Atwater City remains the same: to protect and serve. We are dedicated to meeting each challenge with determination, embracing each opportunity for growth, and continuing to serve Atwater City with integrity and professionalism. Thank you for your support as we work together to build a safer, stronger Atwater City.

Mike Van Loben Sels

MARK PIMENTEL

Assistant Fire Chief

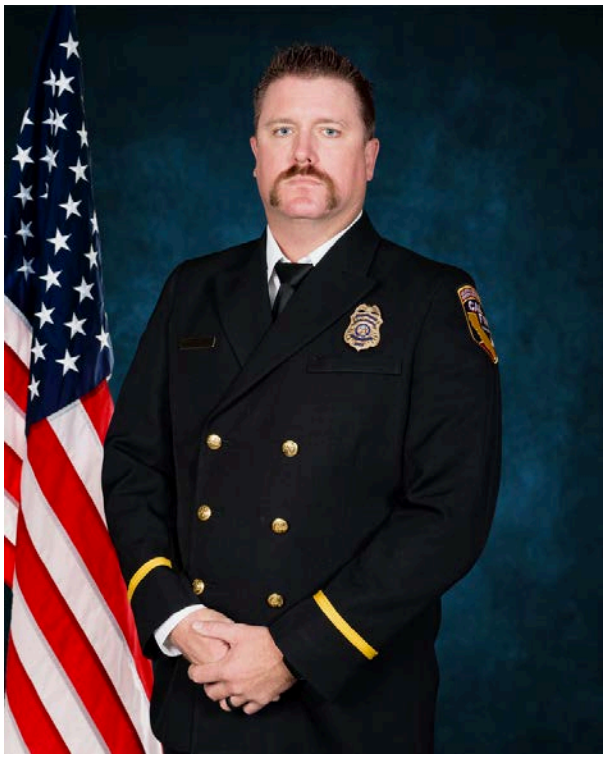
As someone that was raised in Merced County, where my family lives and my kids are growing up, my commitment to the Atwater City Fire Department goes beyond a job title—it's a promise to protect and serve the place we all call home. Every decision we make reflects the responsibility I feel toward my neighbors, friends, and family who rely on us every day. Completing my fourth year in this role, I'm proud to say that each year we've set higher goals and achieved them together. My dedication to this department and to our shared mission pushes me to continually move us forward, providing the protection, care, and response that our community deserves. Fiscal responsibility is a priority, and we're committed to managing our budget carefully, finding thoughtful solutions, and building partnerships that strengthen both our department and the community we're here to serve.

This year has not been without its challenges. Knowing how much our decisions affect the community, we always approach each one thoughtfully, with a genuine sense of responsibility. Even in the face of this year's challenges, our commitment to serving Atwater City and supporting our community has only grown stronger. We are committed to finding new, resourceful ways to achieve our goals responsibly, allowing us to strengthen our mission and better serve Atwater City both now and for the future. Each year, I am inspired by the dedication of our team and the support of our county staff, community partners, and residents, which have led to successes that far outweigh the challenges. Your trust in us fuels our commitment to constantly improve and serve with genuine dedication.

Mark Pimentel

BOBBY AYUSO

Battalion Chief - Operations



Bobby Ayuso was appointed as the Atwater City Fire Battalion Chief in January 2021. He is the 6th Battalion Chief since Atwater City entered into an agreement with CAL FIRE in 2008. Under the leadership of Fire Chief Mike van Loben Sels and Assistant Chief Mark Pimentel, Chief Ayuso oversees the operations of the Atwater Fire Department. He manages two fire stations, a fleet of four fire apparatus, and a dedicated team of 18 professional firefighters, along with one reserve firefighter.

Chief Ayuso leads Battalion 14, which spans approximately six square miles. Due to its strategic location, the Battalion frequently assists Merced County through automatic and mutual aid agreements. It is also responsible for protecting a section of State Highway 99 and two major railways—Union Pacific and Santa Fe Railroad.

In addition to his responsibilities within the City, Chief Ayuso plays a critical role in the Madera-Mariposa-Merced Unit's scheduling program, managing all Battalion Chief scheduling for the Merced Division. He also oversees several key programs within his Battalion, including the unit-wide ladder truck program, social media engagement, the Every 15 Minutes high school program, training, pre-plans, Insurance Services Office (ISO) reviews, ladder testing, and more.

With over ten years of service in the Atwater Fire Department, Chief Ayuso has also worked at several other Merced County stations. As a local resident, his deep connections with the community are reflected in the strong relationships he has built in Atwater. He considers it a privilege to serve the city he calls home.

Outside of work, Bobby enjoys camping, riding motorcycles and off-road vehicles, and spending quality time with his family and friends. He receives steadfast support from his wife, Kylie, of 13 years, and their two children, Makennah (14) and Cayden (11).

Bobby Ayuso

ROBERT CARVALHO

Battalion Chief - Fire Marshal

Meet Battalion Chief Robert Carvalho, with 24 years of fire service experience and currently assigned as the Fire Marshal for the City of Atwater. Dedicated to public safety, Robert oversees fire protection planning, hydrant maintenance, weed abatement, and specialized safety systems. Collaborating with City Council Members, the Planning & Building Department, and developers, he ensures safety remains a key priority in Atwater's growth. His responsibilities also include enforcing fire codes, inspecting schools, businesses, and public assemblies, and serving as a Public Information Officer during emergencies.

Robert began as a Merced County Paid Call Firefighter, advancing to Firefighter - Fire Captain with CAL FIRE/Merced County Fire Department. He currently serves as a Merced County Hazmat Team member and contributed to firefighter training.

Robert managed engine and truck operations at various stations. He outfitted new fire engines and command vehicles for Battalion Chiefs at the Merced County Fire Shop. He was assigned as the Administrative Captain at Mt. Bullion CDCR Camp and Deputy Director of Administration for Merced County OES, coordinating emergency operations. In 2023, Robert was promoted to Battalion Chief of Communications at CAL FIRE Headquarters in Sacramento, where he acted as a department spokesperson and built strong relationships with stakeholders, media representatives, and the community. Additionally, he serves as the Lead Public Information Officer on CAL FIRE Incident Management Team 6.

Beyond his operational roles, Robert oversees the Unit's Peer Support team, supports Critical Incident Stress Management (CISM), serves as a State Fire Marshal and CSTI Outreach Instructor, and is a Cadre Member for Public Information Officer Classes. Off duty, Robert cherishes time with his wife of 20 years, Liz, and their children, Juliana (15) and Jackson (11). He gives back to the community as a youth football coach, volunteers for Portuguese cultural events, and enjoys camping and riding his Harley.

Robert Carvalho

CAPTAINS

Armando Aguilar
Captain
Station 42

Josh Anderson
Captain
Station 42

Matt Bernard
Captain
Station 41

Mike Perez
Captain
Station 41

Daniel Webb
Captain
Relief

Marc Wong
Captain
Relief

ENGINEERS

Matt Gomes
Engineer
Relief

Richard Heilmann
Engineer
Relief

Donovan Iverson
Engineer
Station 41

Erik Long
Engineer
Station 42

Julio Maldonado
Engineer
Station 42

Brock Pisacco
Engineer
Station 41

FIRE FIGHTERS

Taylor Holden
Firefighter II
Station 41

Marco Meraz
Firefighter II
Relief

Daniel Reyes
Firefighter II
Station 42

Madalyn Schiffel
Firefighter II
Station 41

Nicholas Wong
Firefighter II
Station 42

Jennifer Espinosa
Office Technician

COMMUNITY RISK REDUCTION

Fire Safety Inspections

City of Atwater S/B 1205 Fire Inspection Compliance Report
Calendar Year 2024

APARTMENTS
Total Apartments – 221
Completed in 2024 – 221
Percentage – 100%
Compliance – 205

SCHOOLS
Total Schools – 15
Completed in 2024 – 15
Percentage – 100%
Compliance – 15

ASSEMBLIES
Total Assemblies – 21
Completed in 2024 – 21
Percentage – 100%
Compliance – 21

HOTELS
Total Hotels - 2
Completed in 2024 - 2
Percentage – 100%
Compliance – 2

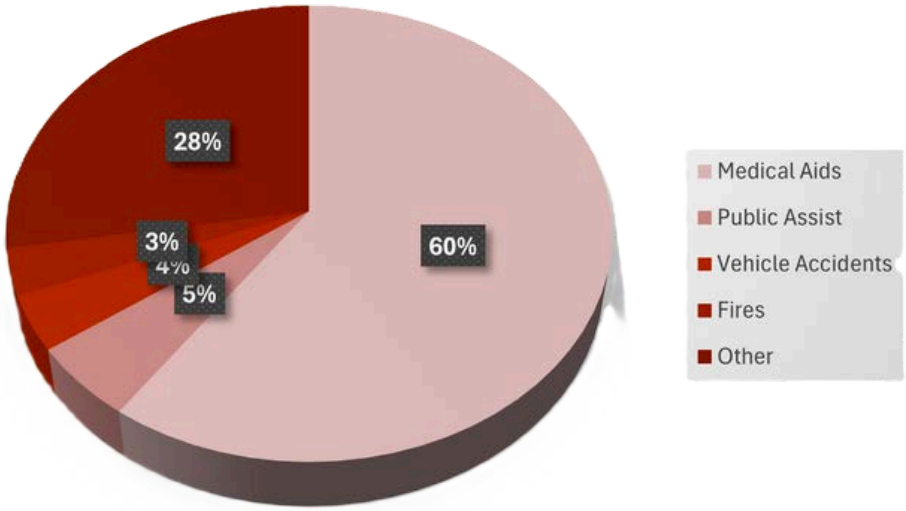
Businesses – 192
Weed Abatement – 116

STATION 41

Daily Staffing: 1 Fire Captain, 1 Fire Apparatus Engineer and 1 Firefighter

Incidents

Medical Aids	1633
Public Assist	146
Vehicle Accidents	107
Fires	90
Other	753
Total Incidents	**2729**



Initial Response Area: 3.6 sq. mi of West Atwater

Assigned Apparatus:

Battalion 14
Engine 41
Engine 241 (Reserve Engine)
Utility 41
Air Supply Fill Station Trailer
Training Trailer
Public Education Trailer

Accommodations:

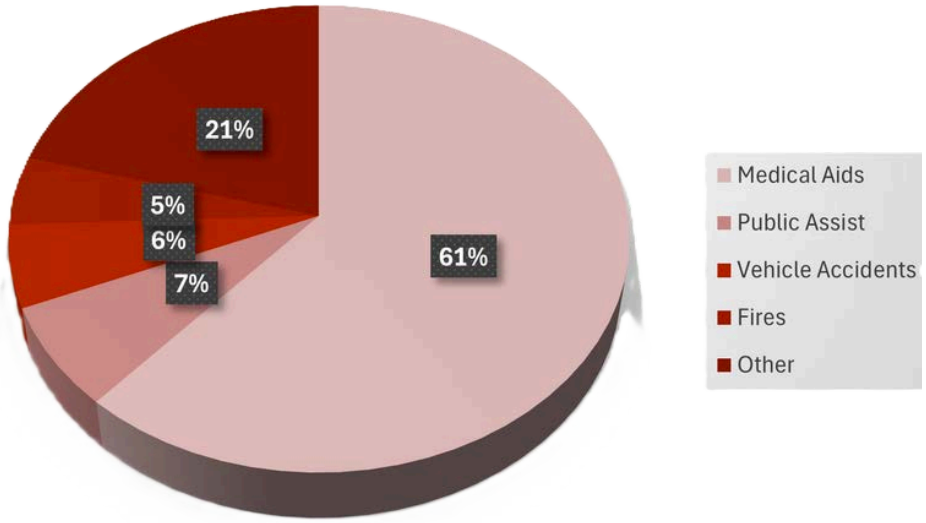
Battalion Chief 14 Office, Headquarters Station for Atwater City Fire, Antique Fire Engines Display, Radio Supply, Rehab Supply, Breathing Support for the City

STATION 42

Daily Staffing: 1 Fire Captain, 1 Fire Apparatus Engineer and 1 Firefighter

Incidents

Medical Aids	1070
Public Assist	123
Vehicle Accidents	99
Fires	82
Other	362
Total Incidents	**1736**



Initial Response Area: 3.0 sq. mi of East Atwater

Assigned Apparatus:

Battalion 24
Truck 42
Engine 42
Utility 42
Admin 14

Accommodations:

Training grounds and class room for Atwater City Fire Fighter Reserve program, SCBA Testing and Service Station, PPE Supply/Decontamination and Service Station, Fire Administration Offices

APPARATUS

Engine 41
2020 Rosenbauer

Battalion 14
2023 Chevy Silverado

Engine 241
1999 Spartan

Utility 41
2017 Chevy Silverado

APPARATUS

Truck 42
2014 Rosenbauer

Battalion 24
2023 Chevy Silverado

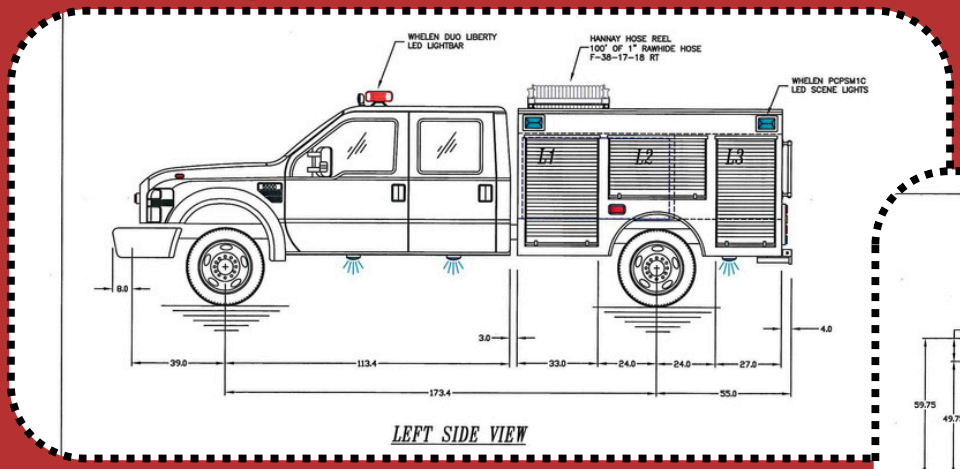
Engine 42
2010 Ferrara Fire Apparatus

Utility 42
2017 Chevy Silverado

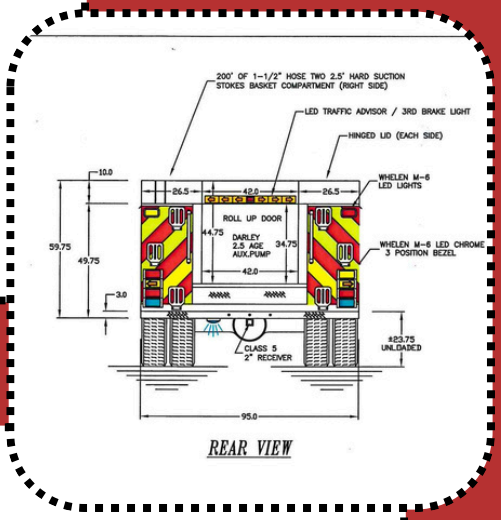
APPARATUS

Type VI Engine
5500 Dodge Ram Crew Cab

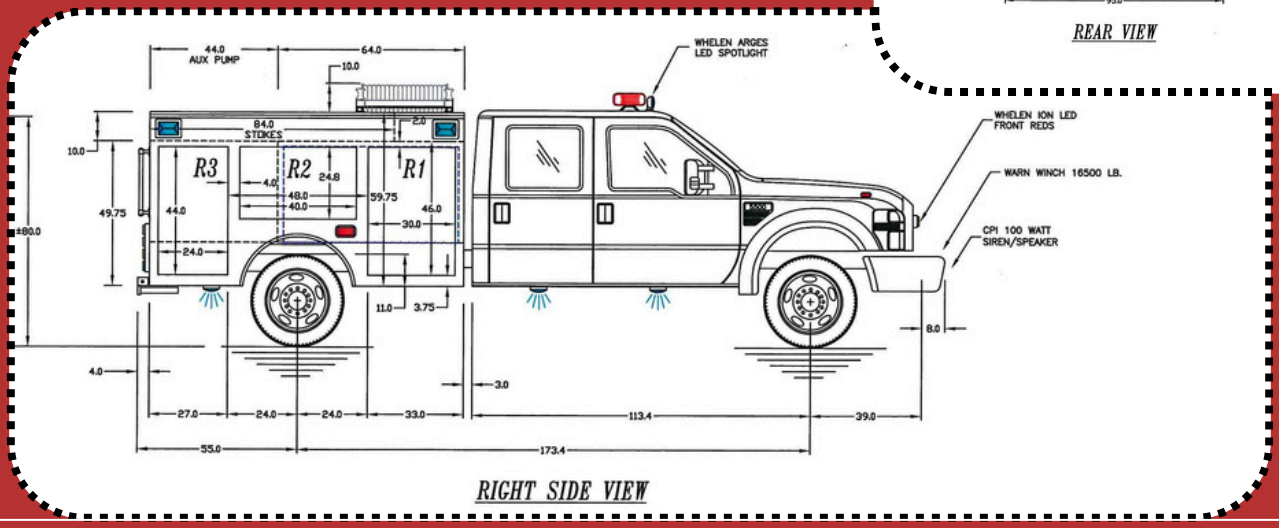
Coming Soon to Atwater City 2025



LEFT SIDE VIEW



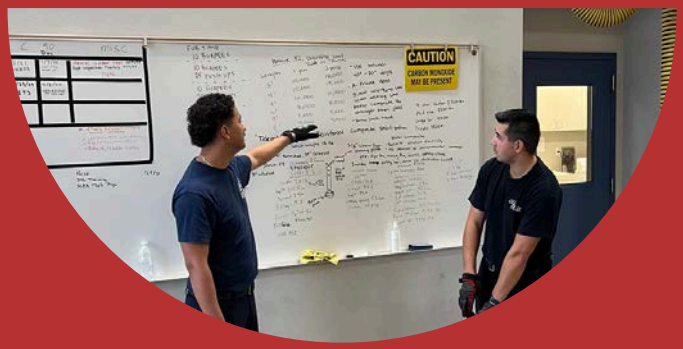
REAR VIEW



RIGHT SIDE VIEW

FIRE TRAINING & RESERVE PROGRAM

The environment of public safety changes daily which is why Atwater City Fire Department is committed to making every day a training day. We are dedicated to training the personnel to meet all current professional standards of our industry.



Lead host of:

×Advanced Wildland Firefighter
×Aerial Apparatus Operations
×Auto Extrication
×Big Rig & Mass Transit Rescue
×Cardiopulmonary Resuscitation
×City and County EMS/CPR Instructor
×Confined Space Rescue Operations
×Emergency Medical Technician
×Fire Command 1A & 1B
×Fire Control 3 Structural Firefighting
×Fire Control 5 Aircraft Rescue
×Fire Management
×Fire Prevention 1A & 1B
×Firefighter II On Boarding
×Firefighting Rescue Systems 1 & 2
×Hazardous Materials Decontamination
×Hazardous Materials Operations
×Hazardous Materials Specialist
×High Angle Rope Rescue
×Intermediate Firing Methods
×Low Angle Rope Rescue
×Lucas Chest Compression Device
×Rapid Intervention Crew Tactics
×Rope Rescue Technician
×Structural Ventilation Operations
×Trench Rescue

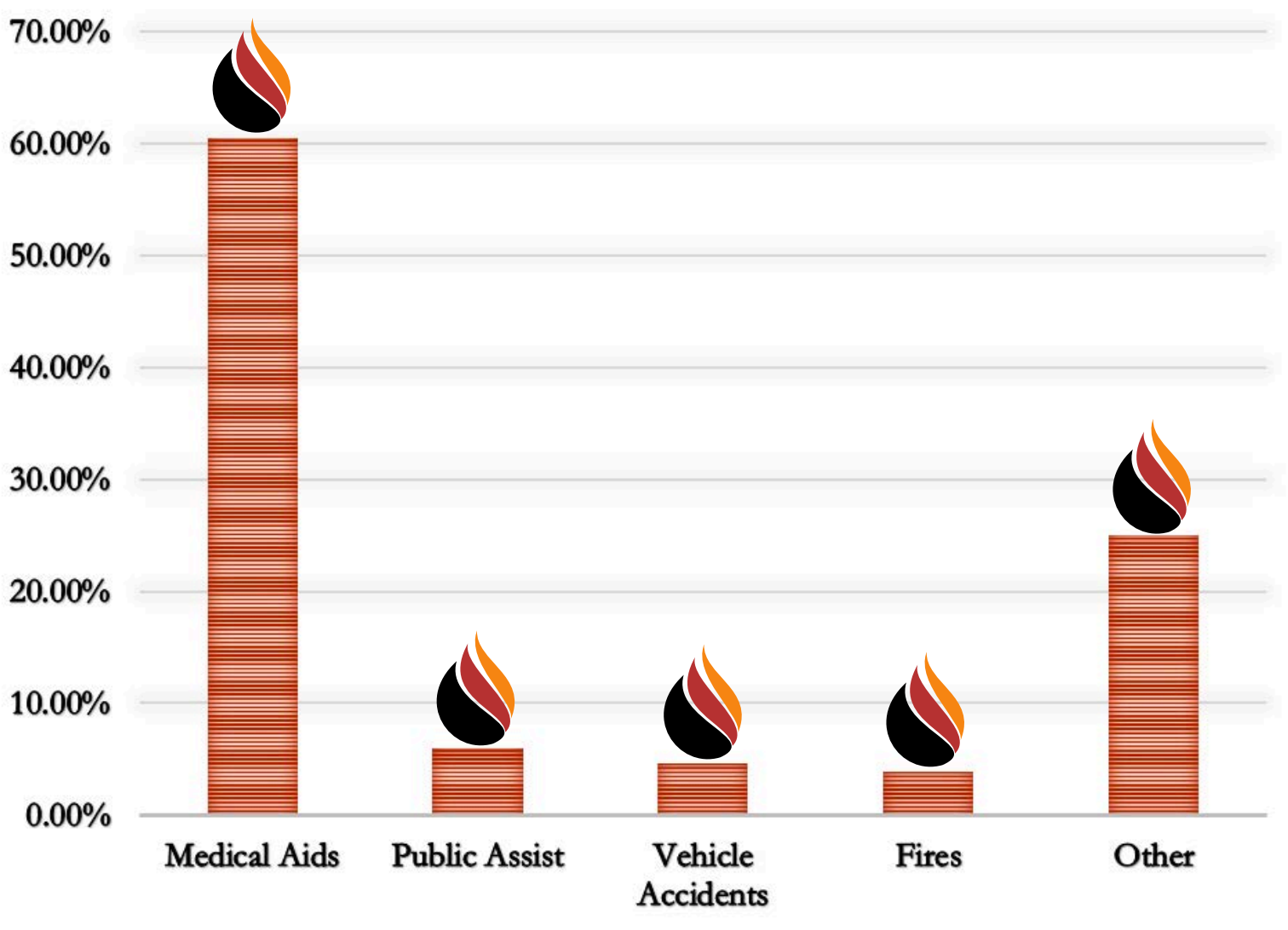
RESPONSE PLANS

Type of Response	Battalion	Engine	Truck
Fire, Commercial Structure Fire, Commercial Multi-Family	2	4	1
Fire, Aircraft Fire, Structure Other Fire, Residential Structure Fire, Industrial Vehicle, Train Fire, Other	1	2	1
Fire, Commercial Vehicle Traffic, Accident w/Pin-In Traffic Accident w/Rescue	1	1	1
Fire, Grass/Vegetation Fire, Lightning Plan Medical Aid, Code Blue		2	
Alarm Sounding Fire, Vehicle Passenger Traffic Accident		1	1
Fire, Check Smoke Fire, Report Out Fire, Assist Other Agency Fire, Debris Fire Menace Standby Hazard, Bomb Threat Hazard, Electrical Hazard Gas Hazard, Carbon Monoxide Detector Medical Aid Medical Aid, EMS Extended Medical, Assist Medical, Rescue Public Assist		1	

Atwater City Fire Department's response plan provides a list of equipment and appropriate personnel that will be deployed when a particular type of an emergency is called. Atwater City Fire Department's priority in an emergency situation is to save lives, minimize injuries and reduce damage to property

ANNUAL CALL STATUS

PERCENTAGE OF CALLS RECEIVED FOR THE YEAR OF 2024



TOTAL CALLS: 4,465

Call Types	Percentage	Quantity
Medical Aids	61%	2703
Public Assist	6%	269
Vehicle Accidents	5%	206
Fires	4%	172
Other	25%	1115

In the Community

The Atwater City Firefighters play a vital role in strengthening community bonds by actively participating in local events, such as the annual Fire & Police Toy Drive and Tri-Tip Dinner. In addition to their community engagement, they are committed to educating the public and promoting fire safety awareness.


TEASDALE
Foods
ATWATER FIRE/RESCUE


13
Toys
Sports


EVOLUTION
FEEL


ATWATER


Oh, The Places You'll Go!
MOOSE


FIREFIGHTER
CAL FIRE


CAL FIRE
IVERSON


ATWATER FIRE STATION 42
E-41


ATWATER FIRE/RESCUE
TRUCK
42
ATWATER CITY
FIRE DEPT.
T-42


ATWATER


FIREFIGHTER
CAL FIRE
CAPTAIN
ENGINEER
BATTALION CHIEF
14
ATWATER FD

FOLLOW US ON