

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

*Submit a written public comment prior to the meeting: Public comments submitted to [cityclerk@atwater.org](mailto:cityclerk@atwater.org) by 1:00 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.*

## **NOTICE OF SPECIAL MEETING CITY COUNCIL OF THE CITY OF ATWATER**

NOTICE IS HEREBY GIVEN that a special meeting of the City Council of the City of Atwater will be held on Monday, **April 28, 2025 at 7:00 PM**, or as soon thereafter as may be held. This meeting will be held in the Evelyn Chambers Room located at the Atwater Community Center, 760 E. Bellevue Road, Atwater, California.

### **AGENDA**

#### **SPECIAL MEETING CALL TO ORDER:**

#### **ROLL CALL:**

**Ambriz \_\_\_\_\_,    Cale \_\_\_\_\_,    Raymond\_\_\_\_\_,    Rochester \_\_\_\_\_,    Nelson \_\_\_\_\_**

**PUBLIC COMMENT:** Pursuant to Government Code Section 54954.3, residents wishing to address the City Council regarding **only the items on the agenda may do so when the item is read for consideration**. You may state your name and address for the record; however, it is not required. Please limit comments to three (3) minutes or less. Under the provisions of the California Government Code, the City Council may not discuss or take action on any item that is not on the agenda.

**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.)

#### **\*\*\*CONSENT CALENDAR\*\*\***

#### **TREASURER'S REPORT:**

##### **1. March 31, 2025**

**Staff's Recommendation:** Acceptance of report as listed.

WARRANTS:

**2. April 28, 2025**

**Staff's Recommendation:** Approval of warrants as listed.

MINUTES: (City Council)

**3. April 14, 2025 – Regular meeting**

**Staff's Recommendation:** Approval of minutes as listed.

RESOLUTIONS:

**4. Approving a General 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.

OTHER ACTIONABLE ITEMS:

**5. Request from Mayor Nelson to designate Mayor Pro Tem Cale as the City of Atwater Governing Board Member on the Merced County Association of Governments (MCAG)**

**Staff's Recommendation:** Designates Mayor Pro Tem Cale as the City of Atwater's Governing Board Member representative to the Merced County Association of Governments (MCAG) and appoints Mayor Nelson as the alternate, as requested by Mayor Nelson.

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

REPORTS AND PRESENTATIONS FROM STAFF:

**6. Approving Amendment No. 3 to the Professional Services Agreement between the City of Atwater and VVH Consulting Engineers, Inc. for the Fruitland Avenue Reconstruction Project (City Manager Hoem)**

**Staff's Recommendation:** Motion to Adopt Resolution No. 3530-25 approving Amendment No. 3 with VVH Consulting Engineer, Inc., in a form approved by the City Attorney, by increasing the not-to-exceed amount by

an additional \$99,900 for the Fruitland Avenue Project; and authorize the City Manager to execute Amendment No. 3 on behalf of the City; or

Motion to approve staff's recommendation as presented.

**CITY MANAGER REPORTS/UPDATES:**

**7. Update from the City Manager regarding Well Water Treatment and Notifications**

**CITY COUNCIL REPORTS/UPDATES**

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

**CLOSED SESSION:**

**Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d)(1): Name of case: Bradley Kessler, et al. vs City of Atwater, et al.**

**MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:**

**ADJOURNMENT:**

Dated this 25<sup>th</sup> day of April 2025.



Mike Nelson, Mayor

pc: Mayor and City Council Members  
Atwater Signal/Merced Sun Star  
Atwater Times  
City of Atwater Website

**STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED**  
**BY FUND**  
**AS OF 3/31/2025**

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	547,827.49	0.00	14,662.77	533,164.72
4090 CFD No. 1 Trust	135,217.61	3,035.92	0.00	138,253.53
5001-55 All Maintenance Districts	1,332,725.97	30,449.89	35,180.96	1,327,994.90
5050 CFD Districts	(34,723.46)	0.00	64,037.60	(98,761.06)
6000 Water Enterprise Fund	17,064,303.66	1,081,337.13	741,812.26	17,403,828.53
6001 Water Fund Capital Replacement	(2,906,028.19)	0.00	137,302.10	(3,043,330.29)
6002 DBCP Settlement	21,242.73	476.94	0.00	21,719.67
6004 Water Well- Buhach Colony	191,427.91	4,619.87	0.00	196,047.78
6005 Water Capital Impact Fees	2,826,706.93	66,623.94	0.00	2,893,330.87
6006 Water Operating Reserve Fund	186,151.59	4,179.49	0.00	190,331.08
6007 1,2,3-TCP Fund	14,560,147.36	430,764.29	7,860.66	14,983,050.99
6010 Sewer Enterprise Fund	15,219,138.37	1,359,617.22	1,178,603.06	15,400,152.53
6011 Sewer Fund Capital Replacement	3,926,234.73	92,460.94	0.00	4,018,695.67
6020 Sanitation Enterprise	2,860,445.48	400,869.99	499,609.95	2,761,705.52
7000 Internal Service Fund	696,574.47	508,328.65	141,225.51	1,063,677.61
7001 ISF Equipment/Bldg Replacement	195,241.25	4,383.58	0.00	199,624.83
7010 Employee Benefits Fund	603,749.38	234,688.72	75,856.25	762,581.85
7020 Risk Management	332,483.98	643,846.44	311,084.74	665,245.68
7030 Information Technology	565,735.43	211,509.15	51,820.79	725,423.79
9090 Accrued Interest Fund	2,318,616.66	2,742.29	2,321,358.95	0.00
<b>TOTAL</b>	<b>104,085,913.91</b>	<b>9,154,351.35</b>	<b>8,210,423.08</b>	<b>105,029,842.18</b>

Prepared by: \_\_\_\_\_

Jared Moua, Accountant II

Approved by: \_\_\_\_\_

Mark Borba, City Treasurer



**STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED**  
**BY FUND**  
**AS OF 3/31/2025**

	<b>FUND</b>	<b>BEG. BALANCE</b>	<b>CASH DEBITS</b>	<b>CASH CREDITS</b>	<b>ENDING BAL.</b>
0001	General Fund	18,363,148.17	2,602,815.56	2,161,077.49	18,804,886.24
0003	General Fund Capital	(77,800.67)	82,769.04	1,003.08	3,965.29
0004	Public Safety Trans & Use Tax	1,852,956.74	420,587.59	169,589.03	2,103,955.30
0005	Ferrari Ranch Project Fund	2,360.37	0.00	0.00	2,360.37
0007	Measure V Fund	5,204,711.29	196,431.00	84,480.20	5,316,662.09
0008	Measure V 20% Alternative Modes	987,460.60	42,535.40	129.96	1,029,866.04
0009	Abandoned Veh Abatement Fund	(13,011.86)	4,906.15	2,936.32	(11,042.03)
0010	Measure V Regional Fund	(6,613.15)	0.00	0.00	(6,613.15)
1005	Police Grants Fund	88,856.67	0.00	14,078.00	74,778.67
1010	ARPA-American Rescue Plan Act	2,099,526.23	0.00	24,587.31	2,074,938.92
1011	Gas Tax/Street Improvement	(85,012.64)	63,845.36	123,363.84	(144,531.12)
1013	Local Transportation Fund	586,200.02	13,161.43	0.00	599,361.45
1015	Traffic Circulation Fund	1,558,886.04	36,121.42	0.00	1,595,007.46
1016	Applegate Interchange	796,547.80	17,884.19	0.00	814,431.99
1017	RSTP-Regional Surface Transp Prog	3,139,536.47	70,489.27	0.00	3,210,025.74
1018	SB1-Road Maint & Rehab RMRA	488,650.12	74,124.89	9,145.75	553,629.26
1019	LPP-Local Partnership Prg Fund	0.00	0.00	0.00	0.00
1020	Parks and Recreation Fund	1,966,069.05	46,887.12	7,780.00	2,005,176.17
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	1,798,956.97	39,887.07	22,418.50	1,816,425.54
1055	Neighborhood Stabilization	228,114.05	5,121.64	0.00	233,235.69
1059-80	Housing Grant Funds	1,019,423.97	277,105.61	0.00	1,296,529.58
1091	Police Facility Impact Fee	200,065.95	4,901.90	0.00	204,967.85
1093	Fire Facility Impact Fee	276,652.30	6,743.10	0.00	283,395.40
1095	Government Building Facility	292,944.52	6,964.49	0.00	299,909.01
3064-67	Redevelopment/Successor Agency Funds	2,454,494.32	55,925.08	9,418.00	2,501,001.40
4020	Performance Bond Trust	226,771.93	5,091.51	0.00	231,863.44
4030	Narcotics Program Trust	2,141.80	48.08	0.00	2,189.88
4060	Section 125 Medical	1,457.50	70.00	0.00	1,527.50

**Statement of Changes in Cash Balance  
by Bank  
As of 3/31/2025**

	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	1,211,692.71	2,742.29		1,214,435.00
City Checking & Investment Accounts	6,869,761.06	9,049,853.55	7,825,076.45	8,094,538.16
Wastewater Checking	3,185,840.34		370,683.86	2,815,156.48
RA Obligation Retirement Fund	661,269.17	5.53		661,274.70
US Bank/Chandler Asset Mgt.	23,896,431.44	101,749.98		23,998,181.42
PARS Post-Employment Benefits Trust	547,827.49		14,662.77	533,164.72
Totals	<u>104,085,913.91</u>	<u>9,154,351.35</u>	<u>8,210,423.08</u>	<u>105,029,842.18</u>

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	7,950,050.09
Chandler Asset Mgt.	1,214,435.00	Chase Wastewater Checking	2,815,156.48
US Bank/Chandler Asset Mgt.	23,998,181.42	Chase Redevelopment Checking	661,274.70
PARS Post-Employment Benefits Trust	533,164.72	Chase Savings Account	0.00

# APRIL



SUN

MON

TUE

WED

THU

FRI

SAT

		1	2	3	4	5
6	7	8	9	10	11	12 <u>Easter Egg Hunt</u> 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 HAPPY Easter	21	22	23	24 Scan QR Code for info regarding mobile office hours 	25	26
27	28 Audit & Finance Meeting - 5:00 PM Special City Council Meeting - 6:00 PM	29	30			

MAY



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


**Warrant Summary April 28, 2025**  
**Prepared By: Joseph Murillo, Accounting Technician**  
**Accounts Payable Warrant**


	Amount
4/28/2025 Warrant	\$ 1,512,178.94
Prewrittens (Checks Processed Between Warrants)	\$ 10,902.50
<b>Total Accounts Payable Warrants:</b>	<b>\$ 1,523,081.44</b>

Additional Warrants		Amount
Date	Description	
<b>Total Additional Warrants:</b>		<b>\$ -</b>

Payroll		Amount
Date	Description	
	Net Payroll	
	Federal Taxes	
	State Taxes	
<b>Total Payroll:</b>		<b>\$ -</b>

<b>Grand Total:</b>	<b>\$ 1,523,081.44</b>
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\_\_\_\_\_  
Anna Nicholas, Finance Director

  
\_\_\_\_\_  
Mark Borba, City Treasurer



# Accounts Payable

## Checks for Approval

User: jmurillo  
Printed: 4/24/2025 - 10:29 AM

*Prawn-Hen*



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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27784	04/11/2025	0001 General Fund	Travel/Conferences/Meetings	CITY OF MERCED		40.00
27784	04/11/2025	0001 General Fund	Travel/Conferences/Meetings	CITY OF MERCED		40.00
27784	04/11/2025	0001 General Fund	Travel/Conferences/Meetings	CITY OF MERCED		40.00
27784	04/11/2025	0001 General Fund	Travel/Conferences/Meetings	CITY OF MERCED		40.00
27784	04/11/2025	0001 General Fund	Travel/Conferences/Meetings	CITY OF MERCED		40.00
27784	04/11/2025	0001 General Fund	Travel/Conferences/Meetings	CITY OF MERCED		40.00
Check Total:						240.00
27785	04/11/2025	0004 Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		3,014.64
Check Total:						3,014.64
27786	04/18/2025	0001 General Fund	Training	DPREP INC		159.00
Check Total:						159.00
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		175.48
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		215.72
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		482.88
27787	04/21/2025	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		130.40
27787	04/21/2025	7030 Information Technology Fund	Communications	AT&T MOBILITY		45.08
27787	04/21/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		43.97
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		885.28
27787	04/21/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		43.97
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		130.40
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		43.97
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		325.66
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		130.40
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		130.40
27787	04/21/2025	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		263.82
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		43.97
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		87.94
27787	04/21/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		85.32
27787	04/21/2025	7030 Information Technology Fund	Communications	AT&T MOBILITY		129.50

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		348.15
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		90.16
27787	04/21/2025	0001 General Fund	Communications	AT&T MOBILITY		1,322.47
27787	04/21/2025	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		45.08
27787	04/21/2025	6010 Sewer Enterprise Fund	Communications	AT&T MOBILITY		483.67
27787	04/21/2025	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		570.88
27787	04/21/2025	0009 Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		90.16
Check Total:						6,344.73
27788	04/21/2025	6000 Water Enterprise Fund	Communications	VERIZON WIRELESS		92.19
27788	04/21/2025	7000 Internal Service Fund	Utilities	VERIZON WIRELESS		80.04
27788	04/21/2025	6010 Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
27788	04/21/2025	0001 General Fund	Communications	VERIZON WIRELESS		51.69
27788	04/21/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.01
27788	04/21/2025	7000 Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
27788	04/21/2025	6010 Sewer Enterprise Fund	Communications	VERIZON WIRELESS		52.18
Check Total:						394.13
27789	04/21/2025	0001 General Fund	Training	CNOA REGION 7		750.00
Check Total:						750.00
Report Total:						10,902.50

# Accounts Payable

## Checks by Date - Detail by Check Date

User: jmurillo  
Printed: 4/24/2025 10:43 AM



City of  
**Atwater**  
Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	CHA999	CHASE	04/28/2025	
	3312025	TLC Postal Center - Business Cards		59.81
	4032025	Heros Restaurant & Brewery - Training Meal		57.00
	4032025	APA - Job Posting		395.00
	4032025	Lowes - Supplies		136.33
	4032025	Vespera Resort - Training		502.80
	4032025	Holiday Inn - Conference		556.41
	4032025	Marriott - CALNENA Confrence		91.17
	4032025	Chevron - Fuel		81.42
	4032025	Holiday Inn - Conference		556.41
	4032025	Shell - Fuel		113.01
	4032025	Government Finance Officers Association - Trai		50.00
	4032025	JamF - Subscription		428.00
	4032025	Merced Mall Car Wash - Vehicle Detail		37.99
	4032025	Fastrak - Bridge Toll		8.00
	4032025	Hampton Inn - Training		662.22
	4032025	Displays2Go - Supplies		149.22
	4032025	Tractor Supply - Supplies		135.91
	4032025	Crown Awards - Trophies		1,490.29
	4032025	Walmart - Easter Items		321.32
	4032025	The UPS Store - Postage Fees		15.07
	4032025	Lions Gate Hotel - Training		612.30
	4032025	Marriott - CALNENA Confrence		728.60
	4032025	Alaska Air - Confrence Flight		19.98
	4032025	Galls - Boots		165.68
	4032025	Hampton Inn - Hotel Charged Add. Room In Err		778.80
	4032025	The Toll Roads - Confrence		1.55
	4032025	Costco - Easter Fillers		285.56
	4032025	VistaPrint - Business Cards		153.93
	4032025	Bank Supplies - Civic 2 Supplies		124.94
	4032025	Lowes - Supplies		35.70
	4032025	Lowes - Supplies		44.93
	4032025	Walmart - Supplies		100.88
	4032025	Hampton Inn - Training		662.22
	4032025	Allianz Global - Flight Insurance		25.11
	4032025	League of California Cities - Credit		-575.00
	4032025	Sticker Mule - Dispatch Shirts		234.90
	4032025	The Home Depot - Supplies		216.50
	4032025	Petro - Fuel		75.00
	4032025	InShape Family Fitness - Employee Wellness		60.00
	4032025	Alaska Air - Confrence Flight		346.60
	4032025	Petro - Fuel		144.51
	4032025	GoDaddy.com - Domain Renewal		23.17
	4032025	Panera Bread - Oral Board Pastries		16.99
	4032025	Lions Gate Hotel - Training		612.30
	4032025	Costco - Easter Prizes		50.86
Total for this ACH Check for Vendor CHA999:				10,793.39



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for 4/28/2025:				10,793.39
Report Total (1 checks):				10,793.39

# Accounts Payable

## Checks for Approval

User: jmurillo  
Printed: 4/24/2025 - 10:37 AM



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	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	CHASE		136.33
0	04/28/2025	0001 General Fund	Training	CHASE		612.30
0	04/28/2025	0001 General Fund	Special Departmental Expense	CHASE		234.90
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		1.55
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		662.22
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		91.17
0	04/28/2025	7000 Internal Service Fund	Professional Services	CHASE		37.99
0	04/28/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	CHASE		35.70
0	04/28/2025	7030 Information Technology Fund	Memberships & Subscriptions	CHASE		428.00
0	04/28/2025	0001 General Fund	Easter Egg Hunt	CHASE		285.56
0	04/28/2025	0001 General Fund	Youth Basketball	CHASE		1,490.29
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		25.11
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		778.80
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		57.00
0	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	CHASE		75.00
0	04/28/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	CHASE		124.94
0	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	CHASE		113.01
0	04/28/2025	0001 General Fund	Special Departmental Expense	CHASE		16.99
0	04/28/2025	0001 General Fund	Special Departmental Expense	CHASE		100.88
0	04/28/2025	0001 General Fund	Printing & Advertising	CHASE		395.00
0	04/28/2025	0001 General Fund	Recreation Donations	CHASE		50.86
0	04/28/2025	0001 General Fund	Special Departmental Expense	CHASE		59.81
0	04/28/2025	0001 General Fund	Special Departmental Expense	CHASE		8.00
0	04/28/2025	6001 Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		13,522.87
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		556.41
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		19.98
0	04/28/2025	0001 General Fund	Professional Services	CHASE		60.00
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		556.41
0	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	CHASE		44.93
0	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	CHASE		135.91
0	04/28/2025	0001 General Fund	Training	CHASE		50.00
0	04/28/2025	0001 General Fund	Recreation Donations	CHASE		321.32
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		-575.00
0	04/28/2025	7030 Information Technology Fund	Special Departmental Expense	CHASE		23.17

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		662.22
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		346.60
0	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		74.94
0	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	CHASE		144.51
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		728.60
0	04/28/2025	0001 General Fund	Uniform & Clothing Expense	CHASE		165.68
0	04/28/2025	0001 General Fund	Communications	CHASE		15.07
0	04/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		81.42
0	04/28/2025	0001 General Fund	Training	CHASE		502.80
0	04/28/2025	7000 Internal Service Fund	Small Tools	CHASE		216.50
0	04/28/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	CHASE		149.22
0	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		82.82
0	04/28/2025	0001 General Fund	Training	CHASE		612.30
0	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		77.01
0	04/28/2025	0001 General Fund	Office Supplies	CHASE		153.93
Check Total:						24,551.03
27790	04/28/2025	6010 Sewer Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
27790	04/28/2025	6020 Sanitation Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
27790	04/28/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		137.88
27790	04/28/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		137.87
27790	04/28/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		137.87
27790	04/28/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		49.60
27790	04/28/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		49.60
27790	04/28/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		49.61
27790	04/28/2025	6000 Water Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
Check Total:						6,262.43
27791	04/28/2025	0004 Public Safety Trans & Use Tax	Professional Services	ADVANCED CHEMICAL TRANSPORT, INC.		5,571.58
Check Total:						5,571.58
27792	04/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	AIRGAS USA, LLC		317.46
Check Total:						317.46
27793	04/28/2025	0004 Public Safety Trans & Use Tax	Professional Services	ALL ENVIRONMENTAL SERVICES LLC		1,974.50
Check Total:						1,974.50
27794	04/28/2025	0001 General Fund	Office Supplies	ALLIED WEST PRINTING		173.15
Check Total:						173.15
27795	04/28/2025	0001 General Fund	Community Center Deposits	OSCAR ALVAREZ		210.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27795	04/28/2025	0001 General Fund	Community Center Deposits	OSCAR ALVAREZ		350.00
				Check Total:		560.00
27796	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	ASSOCIATES LOCK & SAFE SERVICE		12.99
27796	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		25.41
				Check Total:		38.40
27797	04/28/2025	0001 General Fund	Communications	AT&T		219.35
				Check Total:		219.35
27798	04/28/2025	7000 Internal Service Fund	Communications	AT&T CALNET		610.61
27798	04/28/2025	6010 Sewer Enterprise Fund	Communications	AT&T CALNET		546.11
27798	04/28/2025	6000 Water Enterprise Fund	Communications	AT&T CALNET		346.60
27798	04/28/2025	0001 General Fund	Communications	AT&T CALNET		170.65
				Check Total:		1,673.97
27799	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	FORREST BEISER		8.82
				Check Total:		8.82
27800	04/28/2025	6000 Water Enterprise Fund	Professional Services	BEST BEST & KRIEGER		3,420.00
27800	04/28/2025	0001 General Fund	Professional Services	BEST BEST & KRIEGER		26,025.95
27800	04/28/2025	6010 Sewer Enterprise Fund	Professional Services	BEST BEST & KRIEGER		5,492.50
27800	04/28/2025	7020 Risk Management Fund	Professional Services	BEST BEST & KRIEGER		3,126.79
				Check Total:		38,065.24
27801	04/28/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	BOOT BARN		200.00
				Check Total:		200.00
27802	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	RIDAVY BRANCO		143.76
				Check Total:		143.76
27803	04/28/2025	0001 General Fund	Fire Marshal Supplies	BRIGHTDART PRINT & DESIGN, LLC		129.90
				Check Total:		129.90
27804	04/28/2025	1018 SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	BSK ASSOCIATES		853.50
27804	04/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
				Check Total:		1,066.54



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27805	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	C.W. BROWER INC		3.82
27805	04/28/2025	6010 Sewer Enterprise Fund	Accounts Payable	C.W. BROWER INC		4.58
27805	04/28/2025	6020 Sanitation Enterprise Fund	Accounts Payable	C.W. BROWER INC		3.08
Check Total:						11.48
27806	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	C.W. BROWER INC		13.08
27806	04/28/2025	6010 Sewer Enterprise Fund	Accounts Payable	C.W. BROWER INC		13.74
27806	04/28/2025	6020 Sanitation Enterprise Fund	Accounts Payable	C.W. BROWER INC		9.25
Check Total:						36.07
27807	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	CAL FARM SERVICES		70.33
27807	04/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		25.14
Check Total:						95.47
27808	04/28/2025	0001 General Fund	Training	CALIFORNIA BUILDING OFFICIALS		85.00
Check Total:						85.00
27809	04/28/2025	0001 General Fund	Maint. Buildings & Grounds	CALIFORNIA LANDSCAPE SUPPLY, INC.		1,485.74
Check Total:						1,485.74
27810	04/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		23,692.93
27810	04/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		24,349.64
27810	04/28/2025	0001 General Fund	Race Communication Fiber Proj	CCME INC		18,018.25
Check Total:						66,060.82
27811	04/28/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.53
27811	04/28/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14
27811	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.09
27811	04/28/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.32
27811	04/28/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		19.25
27811	04/28/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		56.00
27811	04/28/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		76.16
Check Total:						276.49
27812	04/28/2025	7000 Internal Service Fund	Utilities	COMCAST		128.89
Check Total:						128.89
27813	04/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		56.21

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						56.21
27814	04/28/2025	6000 Water Enterprise Fund	Professional Services	COOPER CONTROLS INC		3,046.00
27814	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	COOPER CONTROLS INC		1,746.00
Check Total:						4,792.00
27815	04/28/2025	0001 General Fund	Training	JOSH CORCHADO		287.10
Check Total:						287.10
27816	04/28/2025	6020 Sanitation Enterprise Fund	Accounts Payable	DIONE CORDERO		15.41
27816	04/28/2025	6010 Sewer Enterprise Fund	Accounts Payable	DIONE CORDERO		22.90
27816	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	DIONE CORDERO		21.80
Check Total:						60.11
27817	04/28/2025	0001 General Fund	Inspection Fees	CSG CONSULTANTS, INC.		5,074.50
Check Total:						5,074.50
27818	04/28/2025	0001 General Fund	Training	TYLER DAVIS		150.50
Check Total:						150.50
27819	04/28/2025	0001 General Fund	Community Center Deposits	CHRIS DEL NERO		210.00
27819	04/28/2025	0001 General Fund	Community Center Deposits	CHRIS DEL NERO		210.00
Check Total:						420.00
27820	04/28/2025	7000 Internal Service Fund	Professional Services	DELRAY TIRE		252.95
27820	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		1,571.74
27820	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		1,065.36
Check Total:						2,890.05
27821	04/28/2025	0001 General Fund	Professional Services	DEPT. OF JUSTICE		93.00
27821	04/28/2025	0001 General Fund	Professional Services	DEPT. OF JUSTICE		98.00
Check Total:						191.00
27822	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	DOMS ELECTRIC - MERCED BEARING OPERA		4,198.62
Check Total:						4,198.62
27823	04/28/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		307.33
27823	04/28/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		50.87

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27823	04/28/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		162.36
27823	04/28/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		202.73
27823	04/28/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		82.27
27823	04/28/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		32.00
27823	04/28/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		64.00
Check Total:						901.56
27824	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	JORDAN ESQUIVEL		63.63
Check Total:						63.63
27825	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		147.38
27825	04/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		320.71
Check Total:						468.09
27826	04/28/2025	0001 General Fund	Accounts Payable	DORA FELIX		2.00
27826	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	DORA FELIX		153.79
Check Total:						155.79
27827	04/28/2025	0004 Public Safety Trans & Use Tax	Professional Services	FLOCK SAFETY		24,000.00
Check Total:						24,000.00
27828	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	FORD PRO		25.92
Check Total:						25.92
27829	04/28/2025	0001 General Fund	Training	FRESNO CITY COLLEGE		232.00
Check Total:						232.00
27830	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	GAS N SAVE		145.09
Check Total:						145.09
27831	04/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	GEORGE REED INC		275,292.39
27831	04/28/2025	0007 Measure V Fund	Project Retention	GEORGE REED INC		-13,764.62
Check Total:						261,527.77
27832	04/28/2025	0001 General Fund	Special Departmental Expense	GRAINGER		25.80
27832	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	GRAINGER		99.55
27832	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	GRAINGER		81.01

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						206.36
27833	04/28/2025	0001 General Fund	Special Departmental Expense	DEREK HANOG		30.60
Check Total:						30.60
27834	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	HENRY SCHEIN, INC.		3,806.25
27834	04/28/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	HENRY SCHEIN, INC.		21.49
27834	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	HENRY SCHEIN, INC.		456.79
27834	04/28/2025	0001 General Fund	Special Departmental Expense	HENRY SCHEIN, INC.		460.89
27834	04/28/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	HENRY SCHEIN, INC.		14.81
Check Total:						4,760.23
27835	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	HI-TECH EVS INC		1,547.79
27835	04/28/2025	7000 Internal Service Fund	Professional Services	HI-TECH EVS INC		2,972.72
Check Total:						4,520.51
27836	04/28/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	HOFFMAN SECURITY		19,740.00
Check Total:						19,740.00
27837	04/28/2025	0001 General Fund	Special Departmental Expense	HORIZON		65.38
27837	04/28/2025	0001 General Fund	Special Departmental Expense	HORIZON		6.95
27837	04/28/2025	0001 General Fund	Maint. Buildings & Grounds	HORIZON		608.19
27837	04/28/2025	0001 General Fund	Special Departmental Expense	HORIZON		55.14
27837	04/28/2025	0001 General Fund	Special Departmental Expense	HORIZON		119.94
Check Total:						855.60
27838	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	D HUNT		10.67
Check Total:						10.67
27839	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	PABLO IBARRA-VALDOVINOS		173.00
Check Total:						173.00
27840	04/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	JAM SERVICES INC		-217.50
27840	04/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	JAM SERVICES INC		1,061.83
27840	04/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	JAM SERVICES INC		125.06
27840	04/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	JAM SERVICES INC		326.25
27840	04/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	JAM SERVICES INC		1,468.13
27840	04/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	JAM SERVICES INC		1,033.13
27840	04/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	JAM SERVICES INC		2,202.19



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						5,999.09
27841	04/28/2025	5027 Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
27841	04/28/2025	5014 Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
27841	04/28/2025	5016 Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
27841	04/28/2025	5040 Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
27841	04/28/2025	5024 Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
27841	04/28/2025	5037 Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
27841	04/28/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
27841	04/28/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
27841	04/28/2025	5042 Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
27841	04/28/2025	5044 Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
27841	04/28/2025	5029 Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
27841	04/28/2025	5022 Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
27841	04/28/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
27841	04/28/2025	5018 Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
27841	04/28/2025	5046 Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
27841	04/28/2025	5031 Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
27841	04/28/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
27841	04/28/2025	5012 Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
27841	04/28/2025	5035 Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
Check Total:						10,370.85
27842	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	JOHN DEERE FINANCIAL		43.46
27842	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	JOHN DEERE FINANCIAL		16.12
Check Total:						59.58
27843	04/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		103.88
27843	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		15.91
27843	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		27.67
Check Total:						147.46
27844	04/28/2025	6001 Water Fund Capital Replacement	Project Retention	LAWRENCE BACKHOE SERVICE INC		-6,416.00
27844	04/28/2025	6010 Sewer Enterprise Fund	Professional Services	LAWRENCE BACKHOE SERVICE INC		14,313.50
27844	04/28/2025	6001 Water Fund Capital Replacement	Installation-New Water Meters	LAWRENCE BACKHOE SERVICE INC		128,320.00
Check Total:						136,217.50
27845	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		112.89
Check Total:						112.89
27846	04/28/2025	0001 General Fund	Professional Services	LEADSONLINE LLC		5,145.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						5,145.00 -
27847	04/28/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	LN CURTIS & SONS		291.45
27847	04/28/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	LN CURTIS & SONS		3,175.43
Check Total:						3,466.88 -
27848	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	PASTOR MARTINEZ		8.00
Check Total:						8.00 -
27849	04/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		38.70
Check Total:						38.70 -
27850	04/28/2025	0001 General Fund	Youth Volleyball	MCNAMARA SPORTS		1,987.67
27850	04/28/2025	0001 General Fund	Coed Summer Softball	MCNAMARA SPORTS		28.39
27850	04/28/2025	0001 General Fund	Women's Volleyball	MCNAMARA SPORTS		110.78
27850	04/28/2025	0001 General Fund	Coed Fall Softball	MCNAMARA SPORTS		304.00
27850	04/28/2025	0001 General Fund	Men's Fall Softball	MCNAMARA SPORTS		304.00
Check Total:						2,734.84 -
27851	04/28/2025	0001 General Fund	Women's Volleyball	MERCED AREA SPORTS OFFICIALS, INC		112.00
27851	04/28/2025	0001 General Fund	Women's Volleyball	MERCED AREA SPORTS OFFICIALS, INC		112.00
27851	04/28/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		336.00
27851	04/28/2025	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		832.00
27851	04/28/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		336.00
27851	04/28/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		336.00
27851	04/28/2025	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		530.00
27851	04/28/2025	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		552.00
27851	04/28/2025	0001 General Fund	Women's Volleyball	MERCED AREA SPORTS OFFICIALS, INC		112.00
Check Total:						3,258.00 -
27852	04/28/2025	0001 General Fund	Professional Services	MERCED COUNTY ANIMAL CONTROL		5,755.00
Check Total:						5,755.00 -
27853	04/28/2025	5026 Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		35.37
27853	04/28/2025	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		688.30
27853	04/28/2025	5025 Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
27853	04/28/2025	5043 Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		252.59
27853	04/28/2025	5046 Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		19.64
27853	04/28/2025	5024 Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		58.90
27853	04/28/2025	5030 Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		331.91

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27853	04/28/2025	5034 Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		347.72
27853	04/28/2025	6000 Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		422.32
27853	04/28/2025	5032 America West LD	Utilities	MERCED IRRIGATION DISTRICT		156.77
27853	04/28/2025	5010 Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		121.88
27853	04/28/2025	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		5,388.41
27853	04/28/2025	5035 Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
27853	04/28/2025	5039 Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		670.01
27853	04/28/2025	0001 General Fund	Utilities	MERCED IRRIGATION DISTRICT		682.04
27853	04/28/2025	5041 Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		634.18
27853	04/28/2025	5023 Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		710.78
27853	04/28/2025	5028 Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
27853	04/28/2025	5009 Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		212.17
27853	04/28/2025	5036 Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		436.11
27853	04/28/2025	5045 Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		365.38
27853	04/28/2025	5031 Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
27853	04/28/2025	1011 Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		977.70
Check Total:						12,692.92
27854	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	ANITA METCALF		21.10
27854	04/28/2025	6020 Sanitation Enterprise Fund	Accounts Payable	ANITA METCALF		14.92
27854	04/28/2025	6010 Sewer Enterprise Fund	Accounts Payable	ANITA METCALF		22.17
Check Total:						58.19
27855	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	GUADALUPE MEZA CONTRERAS		144.29
Check Total:						144.29
27856	04/28/2025	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,878.74
27856	04/28/2025	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,236.63
27856	04/28/2025	6020 Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-19,227.23
27856	04/28/2025	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,672.84
27856	04/28/2025	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,669.20
27856	04/28/2025	6020 Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-19,441.05
27856	04/28/2025	6020 Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		289,094.69
27856	04/28/2025	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,228.12
27856	04/28/2025	6020 Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		288,973.19
27856	04/28/2025	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,824.03
27856	04/28/2025	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,924.58
27856	04/28/2025	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,948.03
Check Total:						422,017.43
27857	04/28/2025	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	MNZ CONCRETE		13,835.00



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						13,835.00
27858	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	MORTGAGE VINTAGE, INC		139.82
Check Total:						139.82
27859	04/28/2025	0001 General Fund	Professional Services	MUNISERVICES LLC		277.04
27859	04/28/2025	0001 General Fund	Professional Services	MUNISERVICES LLC		116.56
27859	04/28/2025	0001 General Fund	Professional Services	MUNISERVICES LLC		218.55
Check Total:						612.15
27860	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		27.54
27860	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		3.44
Check Total:						30.98
27861	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	BRIAN NATION		121.89
Check Total:						121.89
27862	04/28/2025	0001 General Fund	Professional Services	NAVEX GLOBAL INC		4,922.00
Check Total:						4,922.00
27863	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		540.20
27863	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		33.86
27863	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		169.49
27863	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		81.55
27863	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		22.87
27863	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		1,974.05
27863	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		89.14
27863	04/28/2025	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		32.52
27863	04/28/2025	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		50.00
27863	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-22.84
27863	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		172.15
27863	04/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		20.65
Check Total:						3,163.64
27864	04/28/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		110.51
27864	04/28/2025	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		728.08
Check Total:						838.59
27865	04/28/2025	0001 General Fund	Special Departmental Expense	PATRICK & CO.		582.36

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						582.36
27866	04/28/2025	0001 General Fund	Business License Fees	DESIREE PENA AMESCUA		29.00
Check Total:						29.00
27867	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	CHARLES PEREZ		42.47
Check Total:						42.47
27868	04/28/2025	1020 Parks and Recreation Fund	Osborn Park Renovation	PRECISION CIVIL ENGINEERING, INC.		1,912.50
Check Total:						1,912.50
27869	04/28/2025	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	QUAD KNOFF		595.00
Check Total:						595.00
27870	04/28/2025	6010 Sewer Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		535.00
27870	04/28/2025	6000 Water Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		535.00
Check Total:						1,070.00
27871	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	MARVIN RAMIREZ		67.23
Check Total:						67.23
27872	04/28/2025	1041 General Plan Update Fund	Professional Services	RINCON CONSULTANTS INC		2,444.00
Check Total:						2,444.00
27873	04/28/2025	3064 RDVLPMT Obligation Retirement	Professional Services	RSG INC		37.50
27873	04/28/2025	0001 General Fund	Professional Services	RSG INC		705.00
27873	04/28/2025	3065 Low&Mod Inc Housing Asset Fund	Professional Services	RSG INC		2,946.25
Check Total:						3,688.75
27874	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	SAFE-T-LITE		193.75
Check Total:						193.75
27875	04/28/2025	6010 Sewer Enterprise Fund	Accounts Payable	RAJ SAINI		13.74
27875	04/28/2025	6020 Sanitation Enterprise Fund	Accounts Payable	RAJ SAINI		9.25
27875	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	RAJ SAINI		193.08
Check Total:						216.07
27876	04/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	SAN JOAQUIN VALLEY UNIFIED AIR POLLUT		1,000.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						1,000.00
27877	04/28/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		155.75
27877	04/28/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		250.00
27877	04/28/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		176.00
27877	04/28/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		89.00
27877	04/28/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		82.00
Check Total:						752.75
27878	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	ELIJAH SCOTT		26.03
Check Total:						26.03
27879	04/28/2025	1064 CDBG Program Income	Activity Delivery (Rehab)	SELF-HELP ENTERPRISES		1,648.62
27879	04/28/2025	1064 CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES		1,083.11
27879	04/28/2025	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		3,109.02
27879	04/28/2025	1064 CDBG Program Income	Activity Delivery (Rehab)	SELF-HELP ENTERPRISES		2,234.96
27879	04/28/2025	1064 CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES		1,181.34
27879	04/28/2025	1064 CDBG Program Income	Activity Delivery (Rehab)	SELF-HELP ENTERPRISES		1,941.55
27879	04/28/2025	1064 CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES		1,416.41
Check Total:						12,615.01
27880	04/28/2025	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	SIERRA MATERIALS & TRUCKING COMPANY		838.36
27880	04/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		386.62
Check Total:						1,224.98
27881	04/28/2025	0001 General Fund	Uniform & Clothing Expense	DAYTON SNYDER		76.75
27881	04/28/2025	0001 General Fund	Training	DAYTON SNYDER		90.49
Check Total:						167.24
27882	04/28/2025	0001 General Fund	Office Supplies	STAPLES		140.62
27882	04/28/2025	0001 General Fund	Office Supplies	STAPLES		205.43
27882	04/28/2025	0001 General Fund	Office Supplies	STAPLES		283.22
Check Total:						629.27
27883	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	STATE WATER RESOURCES CONTROL BOARD		1,873.00
Check Total:						1,873.00
27884	04/28/2025	0001 General Fund	Special Departmental Expense	STEPPING STONE NURSERY		197.26

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						197.26
27885	04/28/2025	0001 General Fund	Professional Services	STERICYCLE INC		39.44
27885	04/28/2025	0001 General Fund	Professional Services	STERICYCLE INC		39.44
Check Total:						78.88
27886	04/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		739.27
27886	04/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		2,159.23
Check Total:						2,898.50
27887	04/28/2025	0001 General Fund	Various Classes	SWANK MOTION PICTURES INC		1,760.00
Check Total:						1,760.00
27888	04/28/2025	0001 General Fund	Professional Services	TAYLOR VETERINARY HOSPITAL		271.00
Check Total:						271.00
27889	04/28/2025	6001 Water Fund Capital Replacement	Hydrant Replacement	TBS CONTRACTORS		20,995.86
Check Total:						20,995.86
27890	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	TEREX USA LLC		2,187.95
Check Total:						2,187.95
27891	04/28/2025	7030 Information Technology Fund	Professional Services	TEXT MY GOV		550.00
Check Total:						550.00
27892	04/28/2025	7000 Internal Service Fund	Professional Services	TRANE U.S. INC.		3,402.00
Check Total:						3,402.00
27893	04/28/2025	0001 General Fund	Professional Services	TRANSUNION RISK AND ALTERNATIVE DATA		172.00
Check Total:						172.00
27894	04/28/2025	0001 General Fund	Plan Check Fees	TRUE NORTH COMPLIANCE SERVICES INC		13,125.00
Check Total:						13,125.00
27895	04/28/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	UBEO WEST LLC		187.03
Check Total:						187.03



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27896	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	ULINE		301.67
27896	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	ULINE		236.74
27896	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	ULINE		1,144.74
Check Total:						1,683.15
27897	04/28/2025	0001 General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		170.65
Check Total:						170.65
27898	04/28/2025	6000 Water Enterprise Fund	Machinery & Equipment	VAC-CON INC		100,000.00
Check Total:						100,000.00
27899	04/28/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	VALLEY BUSINESS CENTER		141.38
27899	04/28/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	VALLEY BUSINESS CENTER		3,273.27
Check Total:						3,414.65
27900	04/28/2025	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		15,222.20
Check Total:						15,222.20
27901	04/28/2025	6010 Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		190,685.47
Check Total:						190,685.47
27902	04/28/2025	6020 Sanitation Enterprise Fund	Accounts Payable	LISETH VIDAURI		46.24
27902	04/28/2025	6000 Water Enterprise Fund	Accounts Payable	LISETH VIDAURI		181.04
27902	04/28/2025	6010 Sewer Enterprise Fund	Accounts Payable	LISETH VIDAURI		68.72
Check Total:						296.00
27903	04/28/2025	0001 General Fund	Bloss House	AUNDREA VIERRA		350.00
Check Total:						350.00
27904	04/28/2025	0001 General Fund	Community Center Deposits	LIDIA VILLA		350.00
Check Total:						350.00
27905	04/28/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,420.53
Check Total:						1,420.53
27906	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	VISTA PAINT CORPORATION		100.13
Check Total:						100.13



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
27907	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		34.00
27907	04/28/2025	7000 Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		17.00
Check Total:						51.00
27908	04/28/2025	0001 General Fund	Professional Services	WEED MAN		1,209.00
Check Total:						1,209.00
27909	04/28/2025	7000 Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		29.97
Check Total:						29.97
27910	04/28/2025	1010 ARPA-American Rescue Plan Act	Professional Services	WILLDAN FINANCIAL SERVICES		2,921.00
27910	04/28/2025	1010 ARPA-American Rescue Plan Act	Professional Services	WILLDAN FINANCIAL SERVICES		1,773.00
Check Total:						4,694.00
27911	04/28/2025	0001 General Fund	Men's Summer Softball	WINTON HARDWARE		11.84
27911	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		52.78
27911	04/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		-0.01
Check Total:						64.61
27912	04/28/2025	0001 General Fund	Special Departmental Expense	WORK WELLNESS		519.00
Check Total:						519.00
Report Total:						1,512,178.94



# CITY OF ATWATER

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## CITY COUNCIL ACTION MINUTES

**April 14, 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 Keaton Lee.***

PLEDGE OF ALLEGIANCE TO THE FLAG:

***The Pledge of Allegiance was led by Pastor Rich Miller.***

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, Police Chief McEachin, 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:

***City Manager Hoem requested to remove item #13 "Adopting the City of Atwater Public Safety Master Plan" from the agenda to bring back to a future agenda.***

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

**CEREMONIAL MATTERS:**

Atwater High School Girls Basketball Team

***Mayor Nelson and Mayor Pro Tem Cale, on behalf of the City Council, presented 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

***City Clerk Billings administered the oath of office to the newly appointed Reserve Police Officer Daniel Ortiz.***

Oath of Office – Police Officer

***City Clerk Billings administered the ceremonial oath of office to the newly appointed Police Officer Brittney Ruiz.***

**CONSENT CALENDAR:**

***City Manager Hoem provided a brief statement regarding Consent Calendar items number 8 and 9 with minor clerical changes related to Budget Amendments, noting that copies are available on the back table. These items will be funded through Measure B, with due diligence taken to identify cost-saving opportunities. Appropriation of funds will occur through Budget Amendments and City Council action.***

***City Manager Hoem requested item number 6 to be pulled from the Consent Calendar and tabled to the following City Council meeting or 2 weeks, whichever is sooner.***

**MOTION:** *Mayor Pro Team Cale moved to remove item number 6 from the Consent Calendar and to be tabled to the following City Council meeting or 2 weeks, whichever is sooner. The motion was seconded by City Council Member Raymond and the vote was: Ayes: Cale, Ambriz, Raymond, Rochester, Nelson; Noes: None; Absent: None. The motion passed.*

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

***Lesla Rasmussen spoke regarding the Atwater Bombers agreement.***

***No one else came forward to speak.***

***Mayor Nelson closed the public comment.***

***MOTION: City Council Member Raymond moved to approve the Consent Calendar as amended. 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.***

**TREASURER'S REPORT:**

1. February 28, 2025

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

**WARRANTS:**

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

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

**MINUTES: (Citizens' Oversight Committee)**

3. December 10, 2024 – Regular meeting

***ACTION: 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

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

**RESOLUTIONS:**

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

***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.***

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

***Item #6 was removed from the consent calendar.***

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)

***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.***

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

***ACTION: Adoption of 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 Adoption of 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.***

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

***ACTION: Adoption of 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)

**ACTION:** *Adoption of Resolution No. 3526-25 approving 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)

**ACTION:** *Approves the specifications and authorizes 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)

**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.*

**PUBLIC HEARINGS:**

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)

***Code Enforcement Manager Garcia provided background information on this item.***

***Mayor Nelson opened the public hearing regarding this item.***

***No one else came forward to speak.***

***Mayor Nelson closed the public hearing.***

**MOTION:** *City Council Member Rochester moved to 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. The motion was seconded by City Council Member Raymond and the vote*

**was: Ayes: Cale, Ambriz, Raymond, Rochester, Nelson; Noes: None; Absent: None. The motion passed.**

**REPORTS AND PRESENTATIONS FROM STAFF:**

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

***Public Works Director Vinson provided background information on this item.***

***Mayor Nelson opened public comment regarding this item.***

***Dorella Heller spoke regarding the project and the city meeting with the Atwater Historical Society.***

***No one else came forward to speak.***

***Mayor Nelson closed public comment.***

***MOTION: City Council Member Rochester moved to Adopt Resolution No. 3528-25 approving Budget Amendment No. 13 amending the Fiscal Year 2024- 25; and 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. 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.***

Police Department 2024 Annual Report (Police Chief McEachin)

***Police Chief McEachin provided the annual report.***

***Mayor Nelson opened public comment regarding this item.***

***No one came forward to speak.***

***Mayor Nelson closed public comment.***

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

***CAL Fire Battalion Chief Ayuso provided the annual report.***

***Mayor Nelson opened public comment regarding this item.***

***No one came forward to speak.***

***Mayor Nelson closed public comment.***

**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.***

***Shirley Davis spoke regarding Exhortation to Unity.***

***Ron Daughterty spoke regarding the Opticom system on Fire vehicles.***

***Jim Price and spoke regarding the Fruitland Avenue project.***

***Merced County District Attorney, Nicole Silveira spoke regarding the VIPER contract.***

***No one else came forward to speak.***

***Mayor Nelson closed the public comment.***

**CITY COUNCIL REPORTS/UPDATES:**

***Mayor Pro Tem Cale congratulated the Atwater High School girls basketball team and coaches. He congratulated the new officers and spoke regarding Easter.***

***City Council Member Ambriz congratulated the Atwater High School girls basketball team and coaches and congratulated the new officers.***

***City Council Raymond congratulated the Atwater High School girls basketball team and coaches. He congratulated the new officers and spoke regarding Easter.***

***City Council Member Rochester congratulated the Atwater High School girls basketball team and coaches and the new officers. She spoke regarding a subdivision structure/signage that a resident inquired about and spoke regarding grant money received regarding the unhoused population in the City of Atwater. Mayor Nelson spoke regarding grant money received regarding the unhoused population in the City of Atwater.***



CITY MANAGER REPORTS/UPDATES:

Updates from the Office of the City Manager

***City Manager Hoem reported the following:***

- ***Thanked Police and Fire for their 2024 Annual updates.***
- ***Spoke regarding Fireworks in the City of Atwater and that City Staff will be providing presentations on June 23, 2025.***

ADJOURNMENT:

***Mayor Nelson adjourned the meeting at 7:22 PM.***

APPROVED:

\_\_\_\_\_  
MIKE NELSON  
MAYOR

ATTEST:

\_\_\_\_\_  
JANELL MARTIN  
ASSISTANT CITY CLERK



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** April 28, 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)

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### **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, as well as striping.

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. 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:



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Justin Vinson, Public Works Director

Approved by:



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Chris Hoem, City Manager

Attachments:

1. Bid Summary--Camellia Pavement Replacement
2. Resolution XXXX-25 Awarding Construction Contract with United Pavement Maintenance Inc (1)
3. United Pavement Maintenance Camellia Pavement Replacement (1)

CITY OF ATWATER  
PUBLIC WORKS DEPARTMENT

**BID SUMMARY**

**PROFESSIONAL SERVICES**

Bid For: **Camellia Pavement Replacement**

Account # **1018-1080-Y004**

<b>No</b>	<b>Contractor</b>	<b>Bid Total</b>
<b>1</b>	<b>United Pavement Maintenance</b>	<b>\$39,426.66</b>
<b>2</b>	<b>Hensley Paving &amp; General Engineering, INC</b>	<b>\$41,310.00</b>
<b>3</b>	<b>Rolfe Construction</b>	<b>\$89,700.00</b>



## CITY COUNCIL OF THE CITY OF ATWATER

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### 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 28<sup>th</sup> 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 28<sup>th</sup> 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 different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

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



3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

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

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

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

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance

with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

#### 3.8.8 Air Quality.

Contractor shall fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions

limits and permitting requirements imposed by the San Joaquin Valley Air Pollution Control District (Air District) and/or California Air Resources Board (CARB). Although the Air District and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by Air District and CARB to include any item of equipment with a fuel-powered engine.

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

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

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

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

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

**3.10 Claims; Government Code Claim Compliance.**

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

**3.10.2 Claims.** For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or

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

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

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

3.10.3.2 List of documents relating to claim:

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

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

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

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

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and

what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

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

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

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

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

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

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

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

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

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

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

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

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

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

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

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



3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

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

### 3.12 Indemnification.

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

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

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the

subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

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

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

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

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

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive

or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage.

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

3.13.3.4 All Coverages.

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

3.13.4 Separation of Insureds; No Special Limitations.

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

3.13.5 Deductibles and Self-Insurance Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers.

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

3.13.7 Verification of Coverage.

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors.

All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages

for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

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

### 3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "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 Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on

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

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

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

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

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

**CONTRACTOR:**

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



**CITY:**

City of Atwater  
1160 5<sup>th</sup> 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 28th day of April, 2025.

City of Atwater

UNITED PAVEMENT MAINTENANCE

By: \_\_\_\_\_  
Christoper Hoem  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Frank Splendorio, City Attorney

## **EXHIBIT "A"**

### **SERVICES / SCHEDULE**

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.<sup>1</sup>

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 \_\_\_\_\_

---

<sup>1</sup> 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 28th, 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 28th, 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 \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Title \_\_\_\_\_

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

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

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

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

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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**

### **CITY COUNCIL**

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

**MEETING DATE:** April 28, 2025  
**TO:** Mayor and City Council  
**FROM:** Christopher Hoem, City Manager  
**PREPARED BY:** Jim Vang, Civil Engineering Assistant  
**SUBJECT:** **Approving Amendment No. 3 to the Professional Services Agreement between the City of Atwater and VVH Consulting Engineers, Inc. for the Fruitland Avenue Reconstruction Project (City Manager Hoem)**

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### **RECOMMENDED COUNCIL ACTION**

Motion to Adopt Resolution No. 3530-25 approving Amendment No. 3 with VVH Consulting Engineer, Inc., in a form approved by the City Attorney, by increasing the not-to-exceed amount by an additional \$99,900 for the Fruitland Avenue Project; and authorize the City Manager to execute Amendment No. 3 on behalf of the City; or

Motion to approve staff's recommendation as presented.

### **I. BACKGROUND/ANALYSIS:**

In March 2016, the City and VVH Consulting Engineers (VVHCE) executed a Professional Services Agreement (PSA) for general engineering and land surveying services. In May 2016, the City approved Amendment No.1 to the PSA for the preparation of plans, specifications, and estimates (PS&E) for the Fruitland Avenue Reconstruction Project. On September 11, 2023, the City Council approved Amendment No.2 to the PSA for the purpose of updating the construction plan, specification, and estimate for Phase 3 of the Fruitland Avenue Reconstruction Project, including engineering support during bidding and construction and construction staking.

On March 10, 2025, the City Council 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. On the March 24, 2025 Special Council Meeting, a public workshop was held to discuss traffic calming alternatives. Staff gave a PowerPoint presentation, and a survey was provided for the residents to vote on options for the traffic calming alternatives. Option "B" received the most responses. City Council moved to proceed with Option "B", consisting

of four (4) speed humps at increased spacing (reduced quantity), and to also include a fifth speed hump located by the storm water basin as depicted on Option "A".

Recent pothole data has been provided for the existing sewer force main in Fruitland Avenue between Kansas Avenue and Winton Way. The data indicated that the sewer force main is shallower than shown on the as-built drawings. It is considered infeasible to protect this 40-year-old pipe in place during paving operations due to its age and extremely shallow depth. The City requested VVHCE to design a replacement of this force main at a greater depth and add it to the plans and specifications.

Amendment No.3 scope of work includes preparing options for alternative traffic calming measures, public meeting support, revising the plans and specifications to incorporate the traffic calming measures, revising plans and specifications to incorporate replacement of the existing sewer force main, additional construction staking for the proposed sewer force main, and topographic survey support for the proposed sewer force main.

The proposal is included as Exhibit A to the proposed Amendment No.3.

**II. FISCAL IMPACTS:**

The proposed amount for the services total in an amount of \$99,900.00. Sufficient funding is available in the Measure V Fund FY 24-25, Account No. 0007-1080-M007.

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

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

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

The item has been reviewed by all necessary departments.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

This project is Categorically Exempt (CE) pursuant to the California Environmental Quality Act (CEQA) guidelines, Section 15301, "Existing Facilities" Class1(c): Operation,

repair, maintenance, or minor alteration to existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

**IX. STEPS FOLLOWING APPROVAL:**

Upon City Council Approval, City Council will direct the City Manager or his designee to execute Amendment No.3 to the Fruitland Avenue Reconstruction Project with VVH Consulting Engineer, Inc.

Approved and submitted by:



---

Chris Hoem, City Manager

Attachments:

1. Resolution XXXX-25 Amendment No.3 to PSA with VVH Consulting Engineers
2. Amendment No.3 to PSA with VVH Consulting Engineers
3. Exhibit A



## 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.3 TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF ATWATER AND VVH CONSULTING ENGINEER, INC. FOR THE FRUITLAND AVENUE RECONSTRUCTION PROJECT**

**WHEREAS**, the Parties entered into the Professional Services Agreement dated March 14, 2016 ("Original Agreement"); and

**WHEREAS**, the Parties amended PSA on May 09, 2016, for the purpose of preparing construction plan, specification, and estimate for the Fruitland Avenue Reconstruction Project, entitled "1.5 Scope of Services- Additional Services" and increasing the total not-to-exceed amount due to the increased scope; and

**WHEREAS**, the Parties amended PSA on September 11, 2023 for the purpose of updating the construction plan, specification, and estimate for Phase 3 of Fruitland Avenue Reconstruction Project, include engineering support during bidding and construction, and construction staking; and

**WHEREAS**, the Parties desire to further amend PSA for the purpose of preparing options for alternative traffic calming measures, public meeting support, revising plan and specification for traffic calming measures, revising plan and specification for the sewer force main, construction staking for the sewer force main, and topographic survey support for the sewer force main; and

**WHEREAS**, The Parties also desire to amend PSA for the purpose of increasing the total not-to-exceed amount due to the increased scope; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater does hereby approve Amendment No.3 with VVH Consulting Engineer, Inc., in a form approved by the City Attorney, by increasing the not-to-exceed amount by an additional \$99,900; and authorizes and direct the City Manager or his designee to execute all contract documents on behalf of the City.

The foregoing resolution is hereby adopted this 28<sup>th</sup> day of April 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

---

**MIKE NELSON, MAYOR**

**ATTEST:**

---

**KORY J. BILLINGS, CITY CLERK**

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
CITY OF ATWATER  
AND  
VVH CONSULTING ENGINEERS, INC.**

This Amendment No. 3 to VVH Consulting Engineers, Inc. ("Amendment No. 3") is made and entered into as of this 28<sup>th</sup> day of April 2025, by and between City of Atwater ("City") and VVH Consulting Engineers, Inc. ("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 "Professional Services Agreement Between The City of Atwater and VVH Consulting Engineers, Inc." dated March 14, 2016 ("Original Agreement") as modified by instrument dated April 28, 2025 entitled "Amendment No. 3" ("Amendment No. 3"), 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. 3 (collectively, the "Existing Agreement") to VVH Consulting Engineers, Inc for the Fruitland Avenue Reconstruction Project.
- C. Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 8.3 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. 3 not defined in this Amendment No. 3 shall have the same meaning as set forth in the Existing Agreement if defined in the Existing Agreement.
- 2. Section 1.5 of Original Agreement. Section 1.5 of the Original Agreement is hereby replaced with the following italicized text:
  - b. *Subject to the terms and condition set forth in the PSA and this Amendment No.3, Consultant shall provide the scope of work described in the Proposal for Additional Services to Incorporate Alternative Traffic Calming Measures and Sewer Force Main Relocation, Fruitland Avenue Reconstruction Project Phase 3, Atwater CA attached hereto and incorporated herein as Exhibit "A". The Parties hereby agree to amend the total PSA amount by increasing the not-to-exceed amount by an additional \$99,900.*

3. 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. 3, whenever the term "Agreement" appears in the Existing Agreement, it shall mean the Existing Agreement as amended by this Amendment No. 3.
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. 3.
5. Severability. If any portion of this Amendment No. 3 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

**VVH CONSULTING ENGINEERS, INC.**

*Approved By:*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Frank Splendorio, City Attorney





430 Tenth Street  
Modesto, CA 95354  
Tel.: 209.568.4477  
Fax: 209.568.4478

March 21, 2025

**Mr. Justin Vinson**  
Public Works Director  
City of Atwater  
750 Bellevue Road  
Atwater, CA 95301

**Reference: Proposal for Additional Services to Incorporate Alternative Traffic Calming Measures and Sewer Force Main Relocation, Fruitland Avenue Reconstruction Project Phase 3, Atwater, CA**

Dear Justin,

As per your request, VVH Consulting Engineers (VVHCE) offers this proposal to the City of Atwater (Client, City) for additional professional civil engineering services for the Fruitland Avenue Reconstruction Project Phase 3 (Project). Note that this proposal is a revision to our proposal

## **1.0 INTRODUCTION**

Construction of the project is currently ongoing, with work suspended at the intersections of Fifth Street, Laura Lane, and Capitola Avenue due to City Council direction to remove traffic circles and choker islands that are included in the approved improvement plans. At their March 10, 2025 meeting, the City Council directed staff to remove these features from the project and to provide options for alternative traffic calming measures.

Alternative traffic calming measures are to be selected by the City. VVHCE will develop an alternative layout for the eastern segment of the project that will incorporate alternative traffic calming measures. VVHCE will provide support to City staff for presentation of the alternative layout to City Council and the public. Following City's approval of the revised layout, VVHCE will then update the project plans and specifications to incorporate the approved revised layout.

In addition, recent potholing data has been provided for the existing sewer force main in Fruitland Avenue between Kansas Avenue and Winton Way. The data indicate that the sewer force main is shallower than shown on the as-built drawings, in some cases less than 3 inches below grade. It is considered infeasible to protect this 40-year-old pipe in place during paving operations due to its age and extremely shallow depth. VVHCE has been requested by the City to design replacement of this force main at greater depth and add it into the project plans and specifications..

Section 2.0 includes a description of tasks that will be completed in support of the Project.

## **2.0 SCOPE OF WORK**

### **2.1 Prepare Options for Alternative Traffic Calming Measures**

VVHCE will research alternatives for traffic calming measures within the eastern segment of the Fruitland Avenue Reconstruction Project and prepare layout drawings showing traffic calming alternatives between Winton Way and Shaffer Road. VVHCE's work under this task will include the following:

- ☐ Research industry design guidelines and standards for traffic calming measures such as those prepared by Caltrans, the Federal Highway Administration (FHWA), or other industry-recognized sources.
- ☐ Prepare up to two (2) layout drawings for the eastern segment of Fruitland Avenue showing alternative traffic calming measures. Layout drawings will be 24"x36" black and white, and will show the preliminary horizontal alignment of curbing, sidewalk, pavement, striping, and other surface improvements relevant to the proposed traffic calming measures. The revised layouts will reflect elimination of the choker islands and traffic circles shown in the current plans, and incorporation of alternative traffic calming measures. Traffic calming measure options will be selected based on a multitude of factors including research of current industry guidelines and standards, local roadway constraints and conditions, and input or direction from City staff.
- ☐ Submit layout drawings to City staff for review.
- ☐ Revise drawings based on comments from City staff. The budget for this task assumes up to two (2) revisions of the layout drawings.
- ☐ Prepare preliminary construction cost estimates for changes to the currently approved plans upon completion of the layout drawings.

The deliverables for this portion of the work program will be:

- ☐ Layout Drawings
- ☐ Revised Layout Drawings based on City Comments
- ☐ Preliminary Construction Cost Estimates

### **2.2 Public Meeting Support**

VVHCE will provide support as specifically directed by City staff for public outreach and meetings. Examples of VVHCE's work under this task could include the following:

- ☐ Prepare hardcopy of exhibits for public meetings as directed by City staff. Examples of such exhibits could include:
  - Large format banner drawing (approx. 3' x 15') showing the project layout with aerial photo underlay
  - 24"x36" or 36"x48" exhibit of project layout. Exhibit will be mounted on foam-core board.

- Up to three (3) 24"x36" drawings showing enlarged view of proposed traffic calming measures. Exhibits will be mounted on foam-core board.
- Provide electronic copies of exhibits, written narrative, and/or relevant bullet point topics as may be required for a digital presentation (Powerpoint), as directed by City staff.
- Attend a single public outreach meeting. VVHCE will answer questions and provide information as directed by City staff. The budget for this task assumes attendance by a Senior Civil Engineer, a meeting duration of up to two (2) hours, and travel time to/from the meeting venue.
- Attend a single City Council meeting. The budget for this task assumes attendance by a Senior Civil Engineer, a meeting duration of up to three (3) hours, and travel time to/from the meeting venue.
- The budget for this task includes performance of the aforementioned work items described. In addition to these items, the budget for this task also includes services for public meeting support that may be requested by City staff. The assumed level of effort for such additional public meeting support services is as follows:
  - Senior Civil Engineer – 16 hours
  - Civil Engineer – 16 hours
  - Drafter – 16 hours

The deliverables for this portion of the work program will be:

- Hardcopy exhibits, as directed by City staff
- Electronic copies of exhibits, written narrative and/or relevant bullet points in support of a presentation, as directed by City staff
- Attendance at public outreach and City council meetings, as directed by City staff
- Copies of additional items prepared, as directed by City staff

### **2.3 Revise Plans and Specifications – Traffic Calming**

Upon approval of the proposed traffic calming measures and revised layout, VVHCE will revise the project plans to incorporate the proposed design revisions. If necessary, VVHCE will also prepare revisions or additions to the project specifications. This task will be performed at the specific direction of City staff. VVHCE's work under this task will include the following:

- Revise project geometrics layout, grading, and wet utility design as necessary to incorporate approved revisions and alternative traffic calming measures as directed by City staff.
- Prepare revised and/or additional construction drawing plan sheets as necessary to incorporate the approved revised design including:
  - Revised existing topography and demolition sheets
  - Revised roadway plan & profile sheets
  - Revised roadway striping & signage sheets
  - Revised construction details sheets

- Drawings will include revision clouds and revision delta markings indicating changes from the previously approved plan sheet versions
- ❑ Prepare construction cost estimate of approved design changes. Cost estimate will include added and subtracted quantities of work items from the current approved plans and unit costs based on current bid prices, as applicable.
- ❑ If necessary, prepare revisions to the approved project specifications or special provisions
- ❑ Submit revised construction drawings to City staff for review
- ❑ Revise construction drawings based on City comments
- ❑ Finalized drawings will be signed and stamped by a civil engineer licensed in the State of California

The deliverables for this portion of the work program will be:

- ❑ Revised Project Construction Drawing Sheets
- ❑ Construction Cost Estimate of Proposed Design Changes
- ❑ Revised Project Specification (if required)

#### **2.4 Revise Plans and Specifications – Sewer Force Main**

VVHCE will design a replacement plan for the existing 6" sewer force main in Fruitland Avenue between Kansas Avenue and Winton Way. The new force main will be designed at greater depth than the existing line. Upon completion of the design, VVHCE will revise the project plans and specifications to incorporate replacement of the existing sewer force main. VVHCE's work under this task will include the following:

- ❑ Design a new horizontal and vertical alignment for the new 6" sewer force main to minimize and/or avoid conflicts with other known utilities within the roadway section. If conflicts with known utilities or other features are unavoidable, VVHCE will provide recommendations for relocation.
- ❑ Prepare revised and/or additional construction drawing plan sheets as necessary to incorporate the approved revised design including:
  - Revised existing topography and demolition sheets
  - Revised roadway plan & profile sheets
  - Revised construction details sheets
  - Drawings will include revision clouds and revision delta markings indicating changes from the previously approved plan sheet versions
- ❑ Prepare bid quantities for the City's use to obtain contract change order pricing for approved design changes. Bid quantities will include any new bid items as well as added and, where applicable, subtracted quantities of work items from the current approved plans.
- ❑ Prepare revisions to the approved project specifications or special provisions, if required.
- ❑ Submit revised plans and specifications to City staff for review
- ❑ Revise plans and specifications based on City comments, if required



- ☐ Finalized drawings will be signed and stamped by a civil engineer licensed in the State of California

The deliverables for this portion of the work program will be:

- ☐ Revised Project Construction Drawing Sheets
- ☐ Construction Change Order Bid Quantities
- ☐ Revised Project Specification (if required)

## **2.5 Additional Construction Staking – Sewer Force Main**

VVHCE will provide additional construction staking for the proposed relocated sewer force main upon completion of the revised plans. VVHCE's work under this task will include the following:

- ☐ Install one set of offset stakes with line and grade on 50-foot intervals including bends, grade breaks, and any structures. Stakes will be vertically referenced to the pipe inverts.

The deliverables for this portion of the work program will be:

- ☐ Construction stakes for sewer force main relocation
- ☐ Required survey calculations and field notes

## **2.6 Optional – Topographic Survey Support for Sewer Force Main**

The City may elect to expose (pothole) crossing utilities within the alignment of the relocated sewer force main in order to identify and address conflicts during the design phase. VVHCE will perform field surveys of the exposed utilities to record their horizontal and vertical locations as directed by the City. The field-located utilities will then be field located into the project design. VVHCE's work under this task will include the following:

- ☐ Perform field surveys of utilities exposed by others. Record vertical and horizontal locations.
- ☐ Incorporate survey data into design for proposed sewer force main relocation.

The deliverables for this portion of the work program will be:

- ☐ Survey point data of field-located utilities

## **3.0 SCHEDULE OF FEES**

VVH Consulting Engineers' fees for the work noted in this proposal will be as follows.

Item	Description	VVHCE Fee	Fee Type
2.1	Prepare Options for Alternative Traffic Calming Measures	\$17,000	NTE
2.2	Public Meeting Support	\$16,000	NTE
2.3	Revise Plans and Specifications - Traffic Calming	\$25,000	NTE
2.4	Revise Plans and Specifications - Sewer Force Main	\$35,000	NTE
2.5	Additional Construction Staking - Sewer Force Main	\$3,800	NTE
2.6	Optional – Topographic Survey Support for Sewer Force Main	\$3,100	NTE
<b>Total Fee</b>		<b>\$99,900</b>	

**Fee types:**    **FF** = Fixed Fee  
                       **NTE** = Time and Materials – Not to Exceed (to Upset Amount)  
                       **T&M** = Time and Materials Estimate with No Upset. Total fees may be higher.

Time and Materials (T&M) tasks in the Schedule of Fees indicate an initial estimated fee, to be invoiced on a time and materials basis, for this portion of the work. This is not an upset fee (not a “not to exceed” fee). VVH Consulting Engineers’ invoices will show the current and cumulative billing amounts, so that it will be reasonably clear, as the project proceeds, whether this estimated fee amount will be adequate. If it appears that this fee will be exceeded, then VVH Consulting Engineers will confirm revised fees with the client prior to billing over the initial budget amount.

#### 4.0 GENERAL LIMITATIONS AND CONDITIONS

In addition to any limitations and conditions noted in the other parts of this proposal, the following limitations and conditions apply to this work.

- 4.1 Unless noted otherwise in this proposal, all work deliverables will be provided in PDF format via email or download link. Up to three (3) hard copies of drawings will be provided at no additional charge if requested by Client.
- 4.2 Examples of items that are specifically excluded from this proposal include, but are not limited to:
  - ☐ Aerial Survey and/or Photography
  - ☐ Boundary Survey
  - ☐ Capacity Studies of Existing Sanitary Sewer Infrastructure
  - ☐ Construction Contract Documents
  - ☐ Construction Administration/Inspection/Management
  - ☐ Construction Phasing Plan
  - ☐ Construction Traffic Routing Plan
  - ☐ Coordination with Dry Utility Providers
  - ☐ Design of Sound Attenuation Walls, Decorative Walls, Retaining Walls, and Fences
  - ☐ Design of Street Lighting / Parking Lot Lighting Systems
  - ☐ Design of Modifications to Existing Pump Stations

- ❑ Electrical Engineering
- ❑ Engineering Services for Utility Companies with Regard to Overhead Power Lines, Underground Cables, or Off-Site Services
- ❑ Geotechnical Consulting and Materials Testing
- ❑ Geotechnical Reports
- ❑ Landscape Irrigation System
- ❑ Landscaping Plans
- ❑ Legal Descriptions
- ❑ Preparation and Processing of Drawings and Information for Dry Utility Providers
- ❑ Preparation of Offsite Easements, Rights-of-Way and/or Rights of Entry as May be Required
- ❑ Record of Survey
- ❑ Right-of-Way or Easement Acquisition
- ❑ Structural Calculations
- ❑ Structural Design or Structural Engineering
- ❑ Traffic Controls and Lane Closures
- ❑ Traffic Engineering
- ❑ Traffic Signal Design
- ❑ Traffic Studies
- ❑ Underground Utility Locating
- ❑ Any Other Services Not Specifically Described in This Proposal.

VVH Consulting Engineers shall not be responsible for any costs associated with the above noted exclusions.

Work will be completed under the terms of VVHCE's current Professional Services Agreement for the Fruitland Avenue Reconstruction Phase 3 Project.

We trust that this proposal is in order. However, please do not hesitate to contact the undersigned if you have any questions.

Respectfully,

**VVH CONSULTING ENGINEERS**



Rob Christensen, PE, LS

Associate Partner

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rchristensen@vvhce.com

Cc: Chris Vierra, Michael Hayes, Ryan Vance