

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

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

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

## **CITY OF ATWATER City Council**

### **AGENDA**

Council Chambers  
750 Bellevue Road  
Atwater, California

**September 8, 2025**

REGULAR SESSION: (Council Chambers)

CALL TO ORDER:

6:00 PM

INVOCATION:

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL: (City Council)

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

SUBSEQUENT NEED ITEMS: (The City Clerk shall announce any requests for items requiring immediate action subsequent to the posting of the agenda. Subsequent need

items require a two-thirds vote of the members of the City Council present at the meeting.)

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

PRESENTATIONS:

- **Verbal Update regarding Merced County's Implementation Plan regarding the \$3.2 Million Grant Award and Collaboration with the City of Atwater**  
(John Ceccoli, Merced County Deputy Director of Human Services Agency)

CONSENT CALENDAR:

NOTICE TO THE PUBLIC

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

TREASURER'S REPORT:

1. **June 30, 2025**

Staff's Recommendation: Acceptance of report as listed.

WARRANTS:

2. **September 8, 2025**

Staff's Recommendation: Approval of warrants as listed.

MINUTES: (City Council)

3. **July 14, 2025 - Regular meeting**

Staff's Recommendation: Approval of minutes as listed.

OTHER ACTIONABLE ITEMS:

4. **Approving On-Call Professional Construction Contracts with Various Consultants for Carbon Change-Outs** (Public Works Director Vinson)

Staff's Recommendation: Approves Construction Contracts, in a form approved by the City Attorney, with Aqueous Vets. of Danville, California, Carbon Supply Inc of Bell Gardens, California, and Calgon Carbon of Moon Township, Pennsylvania, for Carbon Change-outs, in an amount not to exceed \$300,000 per Task Order; and authorizes and directs the City Manager, or his designee, to execute the Agreements on behalf of the City.

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

COMMENTS FROM THE PUBLIC:

NOTICE TO THE PUBLIC

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

CITY COUNCIL REPORTS/UPDATES:

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

CITY MANAGER REPORTS/UPDATES:

5. **Update from the City Manager**

CLOSED SESSION:

- Conference with Labor Negotiators — Government Code Section 54957.6, Agency Negotiators: City Manager Hoem and Human Resources Director Sousa Bargaining Units: Atwater Police Officer Association, AFSCME Local 2703 — Clerical Employees Unit, Mid-Managers Group, and Miscellaneous Employees Unit

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

ADJOURNMENT:

CERTIFICATION:

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

A handwritten signature in blue ink, enclosed in a blue oval. The signature reads "Kory J. Billings".

KORY J. BILLINGS  
CITY CLERK

SB 343 NOTICE

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

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

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



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

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

**LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:**

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

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

# AUGUST



# 2025

SUN MON TUE WED THU FRI SAT

							1	2
3		4	5	6	7	8		9
						<u>Movie in the Park</u> 🎥 Inside Out 2 Joan Faul Park		
10		11	12	13	14	15		16
	City Council Meeting - 6:00 PM							
17	18	19	20	21	22	23		
			Planning Commission Meeting - 6:00 PM					
24	25	26	27	28	29	30		
	Audit & Finance Meeting - 5:00 PM		City Manager Meet Up Mango Crazy - 5:00 PM	Scan QR Code for info regarding mobile office hours				
31								

# SEPTEMBER

2025



SUN MON TUE WED THU FRI SAT

	1 <b>★ LABOR ★ ★★★ DAY ★★★</b> City Holiday Trash pick up delayed - 1 day	2	3	4	5	6
7	8 City Council Meeting - 6:00 PM	9 Citizens' Oversight Committee Meeting - 6:00 PM	10	11 National Day of Remembrance - Community Center 8:30AM	12 <u>Movie in the Park</u> Mufasa Veterans Park	13
14	15	16	17 Planning Commission Meeting - 6:00 PM	18	19	20
21	22 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	23	24	25 Scan QR Code for info regarding mobile office hours 	26	27
28	29	30	31			

# SEPTEMBER

2025



SUN MON TUE WED THU FRI SAT

	1 <b>★ LABOR ★ ★★★ DAY ★★★</b> City Holiday Trash pick up delayed - 1 day	2	3	4	5	6
7	8 City Council Meeting - 6:00 PM	9 Citizens' Oversight Committee Meeting - 6:00 PM	10	11 National Day of Remembrance - Community Center 8:30AM	12 <u>Movie in the Park</u> Mufasa Veterans Park	13
14	15	16	17 Planning Commission Meeting - 6:00 PM	18	19	20
21	22 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	23	24	25 Scan QR Code for info regarding mobile office hours 	26	27
28	29	30	31			

# OCTOBER

2025



SUN MON TUE WED THU FRI SAT

				1	2		3	4
5	6	7	8		9	10		11
		Atwater National Night Out - Ralston Park 4:00-6:00 PM						
12	13	14	15	16	17		18	
	City Council Meeting - 6:00 PM		Planning Commission Meeting - 6:00 PM					
19	20	21	22	23	24		25	
				Scan QR Code for info regarding mobile office hours 				
26	27	28	29	30	31			
	Audit & Finance Meeting - 5:00 PM							
	City Council Meeting - 6:00 PM							

## Warrant Summary September 8, 2025

Prepared By: Joseph Murillo, Accounting Technician  
Accounts Payable Warrant

	Amount
9/8/2025 Warrant	\$ 885,285.29
Prewrittens (Checks Processed Between Warrants)	\$ 1,096,503.20
<b>Total Accounts Payable Warrants:</b>	<b>\$ 1,981,788.49</b>

### Additional Warrants

Date	Description	Amount
8/26/2025	Aflac	\$ 193.50
8/26/2025	AFSCME District Council 57	\$ 1,084.02
8/26/2025	Atwater Police Officers Association	\$ 2,763.60
8/26/2025	CALPERS Employee 457 Plan	\$ 1,602.00
8/26/2025	EPARS Employee 457 Plan (PNC Bank)	\$ 1,888.00
8/26/2025	PERS Health - September 2025	\$ 54,554.30
8/26/2025	PERS Retirement 7/31/25 - 8/13/25	\$ 63,683.76
8/26/2025	State Disbursement - Child Support 8/21/25 Payroll	\$ 353.64
8/26/2025	UNUM Voluntary Life Insurance September 2025 PREMIUMS	\$ 261.28
8/28/2025	UBEO West LLC	\$ 3,384.31
<b>Total Additional Warrants:</b>		<b>\$ 129,768.41</b>

### Payroll

Date	Description	Amount
8/21/2025	Net Payroll	\$ 201,603.15
8/26/2025	Federal Taxes	\$ 67,875.62
8/26/2025	State Taxes	\$ 8,938.45
<b>Total Payroll:</b>		<b>\$ 278,417.22</b>

**Grand Total:** \$ 2,389,974.12



Anna Nicholas, Finance Director



Mark Borba, City Treasurer

# Accounts Payable

## Checks for Approval

User: jmurillo  
 Printed: 9/4/2025 - 3:15 PM



*City of*  
**Atwater**  
*Community Pride City Wide*

760 Bellevue Road, Atwater CA 96301

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	08/28/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		382.15
0	08/28/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		107.81
0	08/28/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		382.15
0	08/28/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		362.40
0	08/28/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		334.46
0	08/28/2025	6010 Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		173.96
0	08/28/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		410.61
0	08/28/2025	6000 Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		173.96
0	08/28/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		432.36
0	08/28/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		624.45
						Check Total: 3,384.31
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	KEN JENSEN		461.15
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GREG WELLMAN		854.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MATTHEW PETERSON-HAYWOOD		573.25
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JOHN SMOOTHERS		823.15
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ROBERT VASQUEZ		333.52
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MICHAEL KEELER		1,298.61
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	STANLEY FEATHERS		832.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MIKE STANFORD		703.11
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	RANDALL CARROTHERS		1,696.72
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CHRISTOPHER A. MCDANIEL		368.23
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GLEN C. CARRINGTON		240.03
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DICK WISDOM		240.03
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	TONY RAMIREZ		972.99
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JAMES ATKINSON		240.03
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ADOLFO LOMELI		1,099.13
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	FRANK PIETRO		734.76
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ROBERT CALLAWAY		822.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BENJAMIN THOMAS		1,522.58
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GARY FRAGO		590.05
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ROBERTO ROMERO		606.47
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	NELSON CRABB		846.46

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DAVID WALKER		676.68
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	SAMUEL JOSEPH		1,521.62
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JOHN RASMUSSEN		832.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BARBARA RIIS CHRISTENSEN		822.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	HARRY E. DUNN		832.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LEN GUILLETTE		1,152.38
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MARGARET MERRITT		240.03
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ELIZABETH WILDE		886.51
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	WILLIAM MARTIN		886.51
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	TYNA LAMISON		701.03
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	RICHARD HAWTHORNE		822.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JOSEPH HOFFAR		638.05
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LORIN MANN		726.15
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	PATRICK FARETTA		1,684.75
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ALLAN BOYER		894.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BILL SWALLEY		240.03
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	FRANK ORMOND		245.45
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	STEVE KJOS		832.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	STEPHEN LUNDGREN		280.80
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DENNIS O. SPARKS		368.23
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MANUEL DURAN		145.67
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JUAN SUFUENTES		1,700.78
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	SCOTT DUNCAN		1,915.18
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ARMANDO ECHEVARRIA		886.51
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	KELLY SORENSEN		1,488.33
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LORI WATERMAN		754.33
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BOBBY GREGORY		2,557.71
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GEORGE LOGAN		368.23
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	EDWARD VELASQUEZ		240.03
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DAVID CHURCH		719.61
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CHRISTIAN HAMBRECHT		895.15
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DOUGLAS P. TILLEY		368.23
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	THOMAS PROTHRO		245.45
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DEBRA COURT		245.45
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ANTHONY CARDOZA		895.15
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DARIN JANTZ		1,606.29
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JESUS F. DURAN		1,732.78
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JEFF MONDLOCH		306.23
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	NANCY WILLIAMS		368.23
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MICHAEL SALVADOR		86.00
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	WILLIAM RICHARDS		245.45
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	KAREN ARDEN-WALLER		380.74
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CHARLIE WOODS		832.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JERRY MOORE		822.46

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	EARL WEATHERS		832.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CYNTHIA THOMPSON		368.23
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LINDA FERRERO		368.23
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	SANDY GLOWSKI		843.61
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	RENE MENDOZA		822.46
0	08/29/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LOIS BELT		368.23
					Check Total:	54,554.30
0	08/26/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		17,875.61
0	08/26/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,208.64
0	08/26/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,145.04
0	08/26/2025	0001 General Fund	Life Insurance Payable	FIRST UNUM LIFE INSURANCE COMPANY		130.64
0	08/26/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		23,467.32
0	08/26/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		2,996.45
0	08/26/2025	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	08/26/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,900.90
0	08/26/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	08/26/2025	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,938.45
0	08/26/2025	0001 General Fund	Deferred Compensation	CALPERS		575.00
0	08/26/2025	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,763.60
0	08/26/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,210.62
0	08/26/2025	0001 General Fund	Deferred Compensation	PNC BANK		1,458.00
0	08/26/2025	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		353.64
0	08/26/2025	0001 General Fund	Deferred Compensation Pers	CALPERS		1,027.00
0	08/26/2025	0001 General Fund	Deduction	PERS-RETIREMENT		2,564.32
0	08/26/2025	0001 General Fund	Deferred Compensation Fica/	PNC BANK		430.00
0	08/26/2025	0001 General Fund	Medicare - Employee Pers	PAYROLL TAXES-FEDERAL		17,995.51
0	08/26/2025	0001 General Fund	Deduction	PERS-RETIREMENT		10,399.72
0	08/26/2025	0001 General Fund	Life Insurance Payable Fica/	FIRST UNUM LIFE INSURANCE COMPANY		130.64
0	08/26/2025	0001 General Fund	Medicare-Employer Pers	PAYROLL TAXES-FEDERAL		4,208.64
0	08/26/2025	0001 General Fund	Deduction	PERS-RETIREMENT		863.93
0	08/26/2025	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	08/26/2025	0001 General Fund	Pers Benefits Miscellaneous	PERS-RETIREMENT		9,941.23
0	08/26/2025	0001 General Fund	Union Dues Pers Benefits	AFSCME DISTRICT COUNCIL 57		1,084.02
0	08/26/2025	0001 General Fund	Fica/Medicare-Employer	PERS-RETIREMENT		-0.64
0	08/26/2025	0001 General Fund		PAYROLL TAXES-FEDERAL		17,995.51
				Check Total:		148,643.87
				Report Total:		206,582.48

# Accounts Payable

## Checks for Approval

User: jmurillo  
Printed: 9/4/2025 - 2:56 PM

*Premittens*



*City of*  
**Atwater**  
*Community Pride City Wide*

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28809	08/25/2025	0001 General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		117.34
					Check Total:	117.34
28810	08/26/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		535.87
					Check Total:	535.87
28811	08/26/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		384.00
					Check Total:	384.00
28812	08/26/2025	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		250.00
					Check Total:	250.00
28813	08/27/2025	0007 Measure V Fund	Project Retention	GEORGE REED INC		-29,853.53
28813	08/27/2025	1017 RSTP-Regional Surf Transp Prog	Project Retention	GEORGE REED INC		-20,218.16
28813	08/27/2025	1017 RSTP-Regional Surf Transp Prog	Fruitland Ave Rd Improvements	GEORGE REED INC		404,363.09
28813	08/27/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	GEORGE REED INC		597,070.62
					Check Total:	951,362.02
28814	08/27/2025	6000 Water Enterprise Fund	Machinery & Equipment	SANTANDER BANK NA		111,117.40
					Check Total:	111,117.40
28815	08/28/2025	5034 Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		347.73
28815	08/28/2025	5024 Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		58.90
28815	08/28/2025	5045 Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		365.40
28815	08/28/2025	5046 Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		19.64
28815	08/28/2025	5036 Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		436.13
28815	08/28/2025	5043 Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		253.66
28815	08/28/2025	5039 Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		670.04
28815	08/28/2025	5025 Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
28815	08/28/2025	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		5,529.76

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28815	08/28/2025	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		703.64
28815	08/28/2025	5010 Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		120.47
28815	08/28/2025	5028 Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
28815	08/28/2025	5031 Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
28815	08/28/2025	5032 America West LD	Utilities	MERCED IRRIGATION DISTRICT		156.78
28815	08/28/2025	0001 General Fund	Utilities	MERCED IRRIGATION DISTRICT		1,051.84
28815	08/28/2025	5026 Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		35.37
28815	08/28/2025	5035 Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
28815	08/28/2025	6000 Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		16,367.50
28815	08/28/2025	5009 Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		212.18
28815	08/28/2025	5030 Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		323.46
28815	08/28/2025	1011 Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		953.18
28815	08/28/2025	5023 Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		498.28
28815	08/28/2025	5041 Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		639.16
					Check Total:	28,923.86
28816	08/28/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		301.30
28816	08/28/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		230.86
28816	08/28/2025	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		287.99
28816	08/28/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		82.30
28816	08/28/2025	7000 Internal Service Fund	Operations & Maintenance	PACIFIC GAS & ELECTRIC		280.44
					Check Total:	1,182.89
28817	08/28/2025	6000 Water Enterprise Fund	Communications	VERIZON WIRELESS		78.92
28817	08/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.01
28817	08/28/2025	6010 Sewer Enterprise Fund	Communications	VERIZON WIRELESS		38.83
28817	08/28/2025	0001 General Fund	Communications	VERIZON WIRELESS		38.34
28817	08/28/2025	7000 Internal Service Fund	Utilities	VERIZON WIRELESS		80.04
28817	08/28/2025	7000 Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
28817	08/28/2025	6010 Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
					Check Total:	354.16
28818	09/02/2025	5040 Mello Ranch 2 LNDSCP	Professional Services	MCCLATCHY COMPANY LLC		18.79
28818	09/02/2025	5007 Sierra Parks LD	Professional Services	MCCLATCHY COMPANY LLC		5.06
28818	09/02/2025	5019 Airport Business Park LD	Professional Services	MCCLATCHY COMPANY LLC		2.60
28818	09/02/2025	5053 Simon Annexation LD	Professional Services	MCCLATCHY COMPANY LLC		0.47
28818	09/02/2025	5006 Woodhaven LD	Professional Services	MCCLATCHY COMPANY LLC		6.65
28818	09/02/2025	5030 Stone Creek LD	Professional Services	MCCLATCHY COMPANY LLC		27.03
28818	09/02/2025	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		137.02
28818	09/02/2025	5005 Shaffer Lakes West LD	Professional Services	MCCLATCHY COMPANY LLC		10.84
28818	09/02/2025	5009 Price Annexation LD	Professional Services	MCCLATCHY COMPANY LLC		136.60
28818	09/02/2025	5046 Applegate Ranch Lndscp	Professional Services	MCCLATCHY COMPANY LLC		2.02

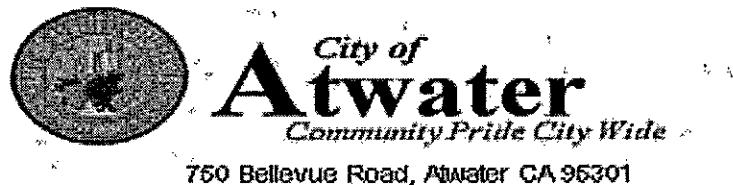
Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28818	09/02/2025	5054 Simon Annexation LNDSCP	Professional Services	MCCLATCHY COMPANY LLC		0.52
28818	09/02/2025	5031 Stone Creek LNDSCP	Professional Services	MCCLATCHY COMPANY LLC		27.03
28818	09/02/2025	5026 Juniper Meadows LD	Professional Services	MCCLATCHY COMPANY LLC		0.72
28818	09/02/2025	5013 Pajaro Dunes LD	Professional Services	MCCLATCHY COMPANY LLC		8.38
28818	09/02/2025	5043 Aspenwood LD	Professional Services	MCCLATCHY COMPANY LLC		5.49
28818	09/02/2025	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		149.56
28818	09/02/2025	5044 Aspenwood Lndscp	Professional Services	MCCLATCHY COMPANY LLC		5.49
28818	09/02/2025	5042 Meadow View LNDSCP	Professional Services	MCCLATCHY COMPANY LLC		18.50
28818	09/02/2025	5027 Juniper Meadows LNDSCP	Professional Services	MCCLATCHY COMPANY LLC		0.72
28818	09/02/2025	5022 Silva Ranch LNDSCP	Professional Services	MCCLATCHY COMPANY LLC		21.68
28818	09/02/2025	5010 Price Annexation LMA	Professional Services	MCCLATCHY COMPANY LLC		136.45
28818	09/02/2025	5001 Northwood Village LD	Professional Services	MCCLATCHY COMPANY LLC		24.28
28818	09/02/2025	5004 Woodview Garland LA	Professional Services	MCCLATCHY COMPANY LLC		4.48
28818	09/02/2025	5039 Mello Ranch 2 LD	Professional Services	MCCLATCHY COMPANY LLC		18.79
28818	09/02/2025	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		287.48
28818	09/02/2025	5035 Bell Crossing LNDSCP	Professional Services	MCCLATCHY COMPANY LLC		27.17
28818	09/02/2025	5047 Reserve LD	Professional Services	MCCLATCHY COMPANY LLC		2.89
28818	09/02/2025	5014 Pajaro Dunes LMA	Professional Services	MCCLATCHY COMPANY LLC		8.38
28818	09/02/2025	5032 America West LD	Professional Services	MCCLATCHY COMPANY LLC		1.88
28818	09/02/2025	5008 Shaffer Lakes East LD	Professional Services	MCCLATCHY COMPANY LLC		45.24
28818	09/02/2025	5029 Camellia Meadows LNDSCP	Professional Services	MCCLATCHY COMPANY LLC		4.48
28818	09/02/2025	5002 Orchard Park Estates LD	Professional Services	MCCLATCHY COMPANY LLC		20.24
28818	09/02/2025	5015 Redwood Estates LD	Professional Services	MCCLATCHY COMPANY LLC		16.91
28818	09/02/2025	5033 America West LNDSCP	Professional Services	MCCLATCHY COMPANY LLC		1.88
28818	09/02/2025	5021 Silva Ranch LD	Professional Services	MCCLATCHY COMPANY LLC		21.68
28818	09/02/2025	5048 Reserve Lndscp	Professional Services	MCCLATCHY COMPANY LLC		2.89
28818	09/02/2025	5011 Sandlewood Square LD	Professional Services	MCCLATCHY COMPANY LLC		15.18
28818	09/02/2025	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		283.30
28818	09/02/2025	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		308.37
28818	09/02/2025	5023 Mello Ranch LD	Professional Services	MCCLATCHY COMPANY LLC		21.83
28818	09/02/2025	5028 Camellia Meadows LD	Professional Services	MCCLATCHY COMPANY LLC		4.48
28818	09/02/2025	5041 Meadow View LD	Professional Services	MCCLATCHY COMPANY LLC		18.50
28818	09/02/2025	5036 Atwater South LD	Professional Services	MCCLATCHY COMPANY LLC		21.83
28818	09/02/2025	5024 Mello Ranch LNDSCP	Professional Services	MCCLATCHY COMPANY LLC		21.83
28818	09/02/2025	5034 Bell Crossing LD	Professional Services	MCCLATCHY COMPANY LLC		27.17
28818	09/02/2025	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		270.76
28818	09/02/2025	5016 Redwood Estates LMA	Professional Services	MCCLATCHY COMPANY LLC		15.47
28818	09/02/2025	5038 Beluga Court LD	Professional Services	MCCLATCHY COMPANY LLC		0.72
28818	09/02/2025	5003 Wildwood Estates LD	Professional Services	MCCLATCHY COMPANY LLC		7.37
28818	09/02/2025	5025 Camellia Estates LD	Professional Services	MCCLATCHY COMPANY LLC		5.49
28818	09/02/2025	5037 Atwater South LNDSCP	Professional Services	MCCLATCHY COMPANY LLC		21.83
28818	09/02/2025	5045 Applegate Ranch LD	Professional Services	MCCLATCHY COMPANY LLC		2.02
28818	09/02/2025	5017 Cottage Gardens LD	Professional Services	MCCLATCHY COMPANY LLC		2.02
28818	09/02/2025	5018 Cottage Gardens ST & LMA	Professional Services	MCCLATCHY COMPANY LLC		2.02

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28818	09/02/2025	5012 Sandlewood Square LMA	Professional Services	MCCLATCHY COMPANY LLC		15.18
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				Report Total:		1,096,503.20

# Accounts Payable

## Checks for Approval

User: jmurillo  
 Printed: 9/4/2025 - 2:59 PM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	09/08/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		73.71
0	09/08/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		39.58
0	09/08/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		1,613.53
0	09/08/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		178,007.29
0	09/08/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		61,666.67
0	09/08/2025	0001 General Fund	Professional Services	CALPERS		700.00
0	09/08/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		45.97
0	09/08/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		97,916.67
0	09/08/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		39.57
0	09/08/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		39.58
0	09/08/2025	6001 Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		3,380.35
0	09/08/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		134.24
0	09/08/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		33,147.40
Check Total:						376,804.56
28819	09/08/2025	6010 Sewer Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.67
28819	09/08/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		834.24
28819	09/08/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		834.23
28819	09/08/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		834.24
28819	09/08/2025	6020 Sanitation Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.67
28819	09/08/2025	6000 Water Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.66
Check Total:						8,702.71
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		14.13
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		80.18
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		29.05
28820	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		16.88
28820	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		88.66
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		54.26
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		10.09
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		8.91
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		253.94
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		31.77

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		40.64
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		187.77
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		17.39
28820	09/08/2025	0001 General Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		8.73
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		65.24
28820	09/08/2025	0001 General Fund	Coed Volleyball	AMAZON CAPITAL SERVICES		103.18
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		47.33
28820	09/08/2025	6000 Water Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		121.70
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		30.44
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		47.33
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		6.80
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		47.33
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		47.33
28820	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		27.43
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		327.48
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		47.18
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		54.35
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		9.00
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		43.49
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		49.33
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		44.54
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		68.43
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		236.82
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		47.33
28820	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		44.06
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		35.81
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		171.70
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		60.64
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		132.75
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		13.04
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		48.49
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		47.33
28820	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-82.64
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		43.47
28820	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		130.14
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		41.31
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		86.95
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		30.98
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		229.71
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		280.97
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		271.86
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		187.65
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		41.22
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		247.34

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		47.33
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		16.29
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		48.49
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		50.38
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		108.73
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		86.95
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		102.75
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		18.48
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		37.48
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		93.31
28820	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		14.12
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		20.98
28820	09/08/2025	0001 General Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		13.04
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		13.04
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		15.21
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		47.33
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		409.11
28820	09/08/2025	0001 General Fund	Machinery & Equipment	AMAZON CAPITAL SERVICES		64.15
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		87.63
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		17.19
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		48.92
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		23.82
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		108.74
28820	09/08/2025	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		27.18
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		108.72
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		9.98
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		108.74
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		72.40
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		14.08
28820	09/08/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		4.56
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		22.75
28820	09/08/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		17.36
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		7.47
28820	09/08/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		22.44
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28821	09/08/2025	0001 General Fund	Community Center Deposits	AMERICA WEST HOA		175.00
					Check Total:	175.00
28822	09/08/2025	6000 Water Enterprise Fund	Water Service Charges	AMERINE SYSTEMS		-211.13
28822	09/08/2025	0001 General Fund	Deposits	AMERINE SYSTEMS		547.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	335.87
28823	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	APPLIED INDUSTRIAL TECHNOLOGIES - CA L		802.67
					Check Total:	802.67
28824	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		7.58
					Check Total:	7.58
28825	09/08/2025	0001 General Fund	Professional Services	AT&T		325.00
					Check Total:	325.00
28826	09/08/2025	0001 General Fund	Field Deposits	MARIA AZEVEDO		210.00
					Check Total:	210.00
28827	09/08/2025	7000 Internal Service Fund	Professional Services	B & B PLUMBING		3,350.00
					Check Total:	3,350.00
28828	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		25.17
28828	09/08/2025	1011 Gas Tax/Street Improvement	Small Tools	BIG CREEK LUMBER COMPANY		808.10
28828	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		348.73
28828	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		139.38
28828	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		36.84
28828	09/08/2025	7000 Internal Service Fund	Small Tools	BIG CREEK LUMBER COMPANY		31.01
28828	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		30.06
28828	09/08/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		72.65
28828	09/08/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		36.00
28828	09/08/2025	6010 Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		13.95
28828	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		54.26
28828	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		15.48
28828	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		23.68
28828	09/08/2025	1011 Gas Tax/Street Improvement	Small Tools	BIG CREEK LUMBER COMPANY		377.11
28828	09/08/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		33.72
28828	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		34.86
28828	09/08/2025	0001 General Fund	Small Tools	BIG CREEK LUMBER COMPANY		323.24
28828	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		11.09
28828	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		23.05
28828	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		41.48
28828	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		52.00
28828	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		58.15
28828	09/08/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		1.98

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	2,591.99
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		133.15
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		50.25
28829	09/08/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,598.44
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		26.63
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		3.00
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		61.12
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		372.42
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		756.00
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		1,056.00
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
28829	09/08/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
					Check Total:	5,855.91
28830	09/08/2025	0001 General Fund	Training	CACEO		550.00
					Check Total:	550.00
28831	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	CAL FARM SERVICES		32.31
					Check Total:	32.31
28832	09/08/2025	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	CCME INC		3,855.48
28832	09/08/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	CCME INC		1,672.30
28832	09/08/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	CCME INC		499.52
28832	09/08/2025	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	CCME INC		12,907.50
					Check Total:	18,934.80
28833	09/08/2025	0001 General Fund	Deposits	CHAMPION CLEANING SOLUTIONS INC		547.00
28833	09/08/2025	6000 Water Enterprise Fund	Water Service Charges	CHAMPION CLEANING SOLUTIONS INC		-60.00
					Check Total:	487.00
28834	09/08/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		35.00
28834	09/08/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14
28834	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		35.00
28834	09/08/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.32
28834	09/08/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		7.33
28834	09/08/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		83.40
28834	09/08/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		39.14

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28834	09/08/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.52
28834	09/08/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		76.94
28834	09/08/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		83.40
28834	09/08/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		41.52
28834	09/08/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		922.52
28834	09/08/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		35.00
28834	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		31.22
					Check Total:	1,485.45
28835	09/08/2025	0001 General Fund	Change Account	CITY OF ATWATER		100.00
					Check Total:	100.00
28836	09/08/2025	7000 Internal Service Fund	Utilities	COMCAST		125.01
28836	09/08/2025	7000 Internal Service Fund	Utilities	COMCAST		13.10
					Check Total:	138.11
28837	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		26.54
					Check Total:	26.54
28838	09/08/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	COOK'S COMMUNICATIONS		255.55
					Check Total:	255.55
28839	09/08/2025	0001 General Fund	Community Center Deposits	CREATIVE ALTERNATIVES		300.00
					Check Total:	300.00
28840	09/08/2025	0001 General Fund	Various Classes	MARY ANN DAVIS		386.75
					Check Total:	386.75
28841	09/08/2025	0001 General Fund	Professional Services	DEPT. OF JUSTICE		304.00
					Check Total:	304.00
28842	09/08/2025	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	DISPENSING TECHNOLOGY CORPORATION		2,589.09
28842	09/08/2025	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	DISPENSING TECHNOLOGY CORPORATION		1,112.50
28842	09/08/2025	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	DISPENSING TECHNOLOGY CORPORATION		2,587.85
					Check Total:	6,289.44
28843	09/08/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	DOMS ELECTRIC - MERCED BEARING OPERA		446.89

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	446.89
28844	09/08/2025	0001 General Fund	Deposits	DR&G SERVICES		559.00
28844	09/08/2025	6000 Water Enterprise Fund	Water Service Charges	DR&G SERVICES		-36.50
					Check Total:	522.50
28845	09/08/2025	1011 Gas Tax/Street Improvement	Professional Services	ELITE MAINTENANCE & TREE SERVICE		450.00
28845	09/08/2025	1011 Gas Tax/Street Improvement	Professional Services	ELITE MAINTENANCE & TREE SERVICE		415.10
28845	09/08/2025	1011 Gas Tax/Street Improvement	Professional Services	ELITE MAINTENANCE & TREE SERVICE		768.20
28845	09/08/2025	1011 Gas Tax/Street Improvement	Professional Services	ELITE MAINTENANCE & TREE SERVICE		250.00
28845	09/08/2025	1011 Gas Tax/Street Improvement	Professional Services	ELITE MAINTENANCE & TREE SERVICE		1,336.00
					Check Total:	3,219.30
28846	09/08/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		200.26
28846	09/08/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		189.19
28846	09/08/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		136.00
					Check Total:	525.45
28847	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		148.48
28847	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		393.89
					Check Total:	542.37
28848	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	GARTON TRACTOR INC		221.26
28848	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	GARTON TRACTOR INC		1,032.00
28848	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	GARTON TRACTOR INC		1,416.09
28848	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	GARTON TRACTOR INC		-1,403.04
					Check Total:	1,266.31
28849	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	GOLDEN VALLEY DOOR & MILLWORK		38.72
					Check Total:	38.72
28850	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	GRAINGER		51.59
28850	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	GRAINGER		49.27
28850	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	GRAINGER		126.13
					Check Total:	226.99
28851	09/08/2025	0001 General Fund	Community Center Deposits	HEAVON REDING-WILDE		210.00
					Check Total:	210.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28852	09/08/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		915.00
28852	09/08/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		176.85
28852	09/08/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		147.00
28852	09/08/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		467.90
					Check Total:	1,706.75
28853	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	HORIZON		278.27
28853	09/08/2025	0001 General Fund	Special Departmental Expense	HORIZON		173.35
28853	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	HORIZON		89.77
28853	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	HORIZON		99.63
28853	09/08/2025	0001 General Fund	Special Departmental Expense	HORIZON		158.90
28853	09/08/2025	0001 General Fund	Special Departmental Expense	HORIZON		151.79
					Check Total:	951.71
28854	09/08/2025	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		14,281.65
					Check Total:	14,281.65
28855	09/08/2025	0001 General Fund	September 11 Remembrance	JLW SOCIAL ENTERPRISES		800.00
					Check Total:	800.00
28856	09/08/2025	5012 Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
28856	09/08/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
28856	09/08/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
28856	09/08/2025	5044 Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		3,000.00
28856	09/08/2025	5029 Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
28856	09/08/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
28856	09/08/2025	5046 Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
28856	09/08/2025	5027 Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
28856	09/08/2025	5018 Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
28856	09/08/2025	5024 Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
28856	09/08/2025	5044 Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
28856	09/08/2025	5040 Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
28856	09/08/2025	5042 Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
28856	09/08/2025	5037 Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
28856	09/08/2025	5022 Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
28856	09/08/2025	5035 Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
28856	09/08/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
28856	09/08/2025	5014 Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
28856	09/08/2025	5031 Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
28856	09/08/2025	5016 Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	13,370.85
28857	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		75.74
28857	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		1.40
28857	09/08/2025	0001 General Fund	Special Departmental Expense	KELLOGG SUPPLY		169.95
28857	09/08/2025	7000 Internal Service Fund	Small Tools	KELLOGG SUPPLY		186.14
					Check Total:	433.23
28858	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		78.95
28858	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		77.10
					Check Total:	156.05
28859	09/08/2025	0001 General Fund	Professional Services	LEADSONLINE LLC		1,064.58
					Check Total:	1,064.58
28860	09/08/2025	0010 Measure V Regional Fund	Bellevue Road Realignment	MARK THOMAS & COMPANY, INC		63,678.55
					Check Total:	63,678.55
28861	09/08/2025	0001 General Fund	Coed Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		585.00
28861	09/08/2025	0001 General Fund	Coed Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
28861	09/08/2025	0001 General Fund	Men's Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		655.00
28861	09/08/2025	0001 General Fund	Men's Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		420.00
28861	09/08/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		330.00
28861	09/08/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		330.00
					Check Total:	2,600.00
28862	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	MERCED CHEVROLET		67.72
28862	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	MERCED CHEVROLET		113.07
					Check Total:	180.79
28863	09/08/2025	0001 General Fund	Uniform & Clothing Expense	METRO UNIFORM MERCED		216.39
					Check Total:	216.39
28864	09/08/2025	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	MNZ CONCRETE		4,900.00
28864	09/08/2025	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	MNZ CONCRETE		4,900.00
					Check Total:	9,800.00
28865	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		493.62

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		493.62
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		369.51
28866	09/08/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		17.39
28866	09/08/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		12.08
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		18.47
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-10.00
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-97.12
28866	09/08/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		10.32
28866	09/08/2025	6010 Sewer Enterprise Fund	Small Tools	O'REILLY AUTO PARTS		28.26
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		69.87
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-30.00
28866	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		11.89
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		137.20
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		44.01
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-24.27
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		11.01
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		310.57
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		322.51
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		89.06
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		25.21
28866	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		14.13
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		21.67
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		152.20
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		156.36
28866	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		232.87
				Check Total:		1,893.20
28867	09/08/2025	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		4,718.14
28867	09/08/2025	5004 Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		17.68
28867	09/08/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		2,660.29
28867	09/08/2025	5017 Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		23.18
28867	09/08/2025	5013 Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		28.28
28867	09/08/2025	5019 Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		63.60
28867	09/08/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		54.50
28867	09/08/2025	5006 Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		19.50
28867	09/08/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		7,971.02
28867	09/08/2025	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		1,755.16
28867	09/08/2025	5001 Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		328.23
28867	09/08/2025	5011 Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		31.82
28867	09/08/2025	5002 Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		160.51
28867	09/08/2025	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		13,443.88
28867	09/08/2025	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		17,633.29

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28867	09/08/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		1,019.96
28867	09/08/2025	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		120,468.35
28867	09/08/2025	5003 Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		41.52
28867	09/08/2025	5005 Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		59.15
28867	09/08/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		16,184.38
28867	09/08/2025	5036 Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		46.10
28867	09/08/2025	5007 Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		28.98
28867	09/08/2025	5008 Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		238.85
28867	09/08/2025	5009 Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		1,022.44
					Check Total:	188,018.81
28868	09/08/2025	0001 General Fund	Community Center Deposits	HARBHAJAN PANNU		350.00
28868	09/08/2025	0001 General Fund	Community Center Deposits	HARBHAJAN PANNU		210.00
					Check Total:	560.00
28869	09/08/2025	0001 General Fund	Deposits	PG&E		547.00
28869	09/08/2025	6000 Water Enterprise Fund	Water Service Charges	PG&E		-16.50
					Check Total:	530.50
28870	09/08/2025	6000 Water Enterprise Fund	Professional Services	POLLARDWATER		308.61
					Check Total:	308.61
28871	09/08/2025	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	QUAD KNOFF		510.40
					Check Total:	510.40
28872	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		6,843.65
					Check Total:	6,843.65
28873	09/08/2025	0001 General Fund	Castle Park Deposits	JACINDA ROMENA		200.00
					Check Total:	200.00
28874	09/08/2025	3064 RDVLPMT Obligation Retiremen	Professional Services	RSG INC		37.50
28874	09/08/2025	3065 Low&Mod Inc Housing Asset Func	Professional Services	RSG INC		600.00
					Check Total:	637.50
28875	09/08/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	SAFE-T-LITE		114.43
					Check Total:	114.43
28876	09/08/2025	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		-147.67

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28876	09/08/2025	1080 PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		8,739.33
28876	09/08/2025	1064 CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES		1,442.15
28876	09/08/2025	1080 PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		15,444.11
28876	09/08/2025	1064 CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES		933.49
28876	09/08/2025	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		246.34
28876	09/08/2025	1064 CDBG Program Income	Activity Delivery (Rehab)	SELF-HELP ENTERPRISES		4,591.95
28876	09/08/2025	1064 CDBG Program Income	Activity Delivery (Rehab)	SELF-HELP ENTERPRISES		2,715.98
				Check Total:		33,965.68
28877	09/08/2025	6010 Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.		18,661.02
				Check Total:		18,661.02
28878	09/08/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	STEPPING STONE NURSERY		92.44
				Check Total:		92.44
28879	09/08/2025	0001 General Fund	Professional Services	STERICYCLE INC		41.42
				Check Total:		41.42
28880	09/08/2025	0001 General Fund	Special Departmental Expense	STRYKER SALES LLC		1,632.73
				Check Total:		1,632.73
28881	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,295.48
28881	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,810.80
				Check Total:		3,106.28
28882	09/08/2025	0001 General Fund	Professional Services	TAYLOR VETERINARY HOSPITAL		21.40
28882	09/08/2025	0001 General Fund	Professional Services	TAYLOR VETERINARY HOSPITAL		246.29
				Check Total:		267.69
28883	09/08/2025	3064 RDVLPMT Obligation Retiremen	Professional Services	THE BANK OF NEW YORK MELLON		2,400.00
				Check Total:		2,400.00
28884	09/08/2025	0001 General Fund	Machinery & Equipment	TURLOCK TRUCK STUFF LLC		4,424.91
				Check Total:		4,424.91
28885	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	UNITED RENTALS		2,140.20
				Check Total:		2,140.20

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28886	09/08/2025	5024 Mello Ranch LNDSCP	Professional Services	VALLEY CUSTOM BUILDERS		3,680.00
				Check Total:		3,680.00
28887	09/08/2025	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
28887	09/08/2025	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
28887	09/08/2025	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
28887	09/08/2025	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
				Check Total:		4,000.00
28888	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		10,292.59
28888	09/08/2025	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		12,308.32
				Check Total:		22,600.91
28889	09/08/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		17.58
28889	09/08/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,221.81
				Check Total:		1,239.39
28890	09/08/2025	7000 Internal Service Fund	Special Departmental Expense	VISTA PAINT CORPORATION		89.83
				Check Total:		89.83
28891	09/08/2025	0001 General Fund	Professional Services	VVH CONSULTING SERVICES		20,250.00
28891	09/08/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		2,010.00
				Check Total:		22,260.00
28892	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		484.76
28892	09/08/2025	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		43.95
				Check Total:		528.71
28893	09/08/2025	5040 Mello Ranch 2 LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		287.27
28893	09/08/2025	5026 Juniper Meadows LD	Professional Services	WILLDAN FINANCIAL SERVICES		11.05
28893	09/08/2025	5007 Sierra Parks LD	Professional Services	WILLDAN FINANCIAL SERVICES		77.34
28893	09/08/2025	5017 Cottage Gardens LD	Professional Services	WILLDAN FINANCIAL SERVICES		30.94
28893	09/08/2025	5019 Airport Business Park LD	Professional Services	WILLDAN FINANCIAL SERVICES		39.78
28893	09/08/2025	5033 America West LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		28.73
28893	09/08/2025	5021 Silva Ranch LD	Professional Services	WILLDAN FINANCIAL SERVICES		331.47
28893	09/08/2025	5015 Redwood Estates LD	Professional Services	WILLDAN FINANCIAL SERVICES		258.55
28893	09/08/2025	5043 Aspenwood LD	Professional Services	WILLDAN FINANCIAL SERVICES		83.97
28893	09/08/2025	5003 Wildwood Estates LD	Professional Services	WILLDAN FINANCIAL SERVICES		112.70
28893	09/08/2025	5006 Woodhaven LD	Professional Services	WILLDAN FINANCIAL SERVICES		101.65
28893	09/08/2025	5011 Sandlewood Square LD	Professional Services	WILLDAN FINANCIAL SERVICES		232.03

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28893	09/08/2025	5037 Atwater South LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		333.68
28893	09/08/2025	5031 Stone Creek LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		413.23
28893	09/08/2025	5038 Beluga Court LD	Professional Services	WILLDAN FINANCIAL SERVICES		11.05
28893	09/08/2025	5039 Mello Ranch 2 LD	Professional Services	WILLDAN FINANCIAL SERVICES		287.27
28893	09/08/2025	5035 Bell Crossing LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		415.44
28893	09/08/2025	5008 Shaffer Lakes East LD	Professional Services	WILLDAN FINANCIAL SERVICES		691.67
28893	09/08/2025	5030 Stone Creek LD	Professional Services	WILLDAN FINANCIAL SERVICES		413.23
28893	09/08/2025	5009 Price Annexation LD	Professional Services	WILLDAN FINANCIAL SERVICES		2,088.25
28893	09/08/2025	5032 America West LD	Professional Services	WILLDAN FINANCIAL SERVICES		28.73
28893	09/08/2025	5048 Reserve Lndscp	Professional Services	WILLDAN FINANCIAL SERVICES		44.20
28893	09/08/2025	5024 Mello Ranch LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		333.68
28893	09/08/2025	5016 Redwood Estates LMA	Professional Services	WILLDAN FINANCIAL SERVICES		236.45
28893	09/08/2025	5029 Camellia Meadows LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		68.50
28893	09/08/2025	5047 Reserve LD	Professional Services	WILLDAN FINANCIAL SERVICES		44.20
28893	09/08/2025	5046 Applegate Ranch Lndscp	Professional Services	WILLDAN FINANCIAL SERVICES		30.94
28893	09/08/2025	5022 Silva Ranch LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		331.47
28893	09/08/2025	5042 Meadow View LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		282.85
28893	09/08/2025	5025 Camellia Estates LD	Professional Services	WILLDAN FINANCIAL SERVICES		83.97
28893	09/08/2025	5041 Meadow View LD	Professional Services	WILLDAN FINANCIAL SERVICES		282.85
28893	09/08/2025	5027 Juniper Meadows LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		11.05
28893	09/08/2025	5018 Cottage Gardens ST & LMA	Professional Services	WILLDAN FINANCIAL SERVICES		30.94
28893	09/08/2025	5034 Bell Crossing LD	Professional Services	WILLDAN FINANCIAL SERVICES		415.44
28893	09/08/2025	5028 Camellia Meadows LD	Professional Services	WILLDAN FINANCIAL SERVICES		68.50
28893	09/08/2025	5014 Pajaro Dunes LMA	Professional Services	WILLDAN FINANCIAL SERVICES		128.17
28893	09/08/2025	5001 Northwood Village LD	Professional Services	WILLDAN FINANCIAL SERVICES		371.25
28893	09/08/2025	5053 Simon Annexation LD	Professional Services	WILLDAN FINANCIAL SERVICES		7.18
28893	09/08/2025	5044 Aspenwood Lndscp	Professional Services	WILLDAN FINANCIAL SERVICES		83.97
28893	09/08/2025	5036 Atwater South LD	Professional Services	WILLDAN FINANCIAL SERVICES		333.68
28893	09/08/2025	5012 Sandlewood Square LMA	Professional Services	WILLDAN FINANCIAL SERVICES		232.03
28893	09/08/2025	5045 Applegate Ranch LD	Professional Services	WILLDAN FINANCIAL SERVICES		30.94
28893	09/08/2025	5013 Pajaro Dunes LD	Professional Services	WILLDAN FINANCIAL SERVICES		128.17
28893	09/08/2025	5023 Mello Ranch LD	Professional Services	WILLDAN FINANCIAL SERVICES		333.68
28893	09/08/2025	5004 Woodview Garland LA	Professional Services	WILLDAN FINANCIAL SERVICES		68.50
28893	09/08/2025	5002 Orchard Park Estates LD	Professional Services	WILLDAN FINANCIAL SERVICES		309.37
28893	09/08/2025	5054 Simon Annexation LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		7.17
28893	09/08/2025	5010 Price Annexation LMA	Professional Services	WILLDAN FINANCIAL SERVICES		2,086.04
28893	09/08/2025	5005 Shaffer Lakes West LD	Professional Services	WILLDAN FINANCIAL SERVICES		165.73
						Check Total: 12,828.95
28894	09/08/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		37.70
						Check Total: 37.70
28895	09/08/2025	0001 General Fund	Castle Park Deposits	YOUNG MEN'S INSTITUTE		200.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	200.00
					Report Total:	885,285.29



# CITY OF ATWATER

## CITY COUNCIL ACTION MINUTES

**July 14, 2025**

**Council Chambers – 750 Bellevue Road, Atwater, California**

**CALL TO ORDER**

The City Council meeting was called to order at 6:01 PM.

**ROLL CALL**

**Present:** Mayor Nelson, Mayor Pro Tem Cale, Council Members Ambriz, Raymond, Rochester

**Absent:** None

**INVOCATION:**

Provided by Ben Perez.

**PLEDGE OF ALLEGIANCE:**

Led by City Manager Hoem.

**SUBSEQUENT NEED ITEMS:** None

**APPROVAL OF AGENDA:**

Motion to approve the agenda as posted.

**MOTION:** Rochester

**SECOND:** Ambriz

**VOTE:** Motion passed unanimously.

**PRESENTATIONS:**

- **Oath of Office** – City Clerk Billings administered the oath of office to newly appointed Police Sergeant Robert Vargas.

- **Proclamation of Recognition** – Proclamation presented to Chante Dobbins, *Exhortation to Unity*.

## **CONSENT CALENDAR**

**Item Removed for Separate Consideration:** Item 1

**Action Taken on Items 2–8:**

Motion to approve Items 2 through 8 as listed, with Mayor Nelson **recusing himself from Item 7 and abstaining from the vote on that item**.

Motion to approve Consent Calendar as amended.

**MOTION:** Cale

**SECOND:** Raymond

**VOTE:** Motion passed.

**Approved Items:**

- **Item 2:** Agreement with Merced County for Animal Services
- **Item 3:** Purchase Agreement – Exmark Lazer Lawn Mower
- **Item 4:** Purchase Agreement – Granulated Activated Carbon Exchange at Well 18
- **Item 5:** Budget Amendment – Genesis 14C SL3 Combination Tool
- **Item 6:** Budget Amendment – Carbon Reduction Program Fund
- **Item 7:** Ordinance – Parking Requirements (Zoning Ordinance Text Amendment)
- **Item 8:** Ferrari Ranch Development Agreement Amendment  
Action: Adopted Ordinance No. CS 1072.

**Item 1:** Warrant Register – July 14, 2025

Motion to approve Item 1.

**MOTION:** Cale

**SECOND:** Raymond

**VOTE:** Motion passed unanimously.

## **PUBLIC HEARINGS**

9. **Engineer's Reports and Annual Levy – FY 2025/26 Assessment Districts**  
**Action: Adopted Resolution No. 3554-25 confirming/amending reports and ordering levy.**

Public hearing opened and closed. No public comment received.

**MOTION:** Raymond

**SECOND:** Ambriz

**NOES:** Raymond

**VOTE:** Motion passed.

### **REPORTS AND PRESENTATIONS FROM STAFF**

#### **10. Water Meter Installation Project Completion**

**MOTION:** Council Member Raymond moved to accept project as complete; seconded by Mayor Pro Tem Cale.

**VOTE:** Motion passed unanimously.

#### **11. Adopting the City of Atwater Strategic Plan 2026–2030**

**MOTION:** Council Member Raymond Adopted Resolution No. 3555-25 approving the Strategic Plan; seconded by Council Member Rochester.

**VOTE:** Motion passed unanimously.

#### **12. Discussion – Vacant Commercial Building Ordinance**

Council discussed and provided direction to staff. No formal action was taken.

#### **13. Quarterly Update – Police Department**

Presented by Police Chief McEachin

#### **14. Quarterly Update – CAL FIRE**

Presented by Battalion Chief Randol

### **COMMENTS FROM THE PUBLIC**

Public comments were received regarding traffic and road construction, water rates and the Water Meter Installation Project, public safety staffing, park and landscaping maintenance, and upcoming community events.

### **COUNCIL MATTERS**

Council Members and Mayor provided individual updates.

### **CITY MANAGER REPORT**

Update provided by City Manager Hoem.

### **CLOSED SESSION**

**Conference with Legal Counsel – Public Employee Performance Evaluation:**  
Title: City Manager (pursuant to Government Code Section 54957).

### **REPORT OUT FROM CLOSED SESSION:**

Mayor reported there was no reportable action.

### **ADJOURNMENT**

The meeting adjourned at 9:35 PM.

**APPROVED:**

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MIKE NELSON  
MAYOR

ATTEST:

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JANELL MARTIN  
ASSISTANT CITY CLERK



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** September 8, 2025

**TO:** Mayor and City Council

**FROM:** Justin Vinson, Public Works Director

**PREPARED BY:** Justin Vinson, Public Works Director

**SUBJECT:** **Approving On-Call Professional Construction Contracts with Various Consultants for Carbon Change-Outs** (Public Works Director Vinson)

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### **RECOMMENDED COUNCIL ACTION**

Approves Construction Contracts, in a form approved by the City Attorney, with Aqueous Vets. of Danville, California, Carbon Supply Inc of Bell Gardens, California, and Calgon Carbon of Moon Township, Pennsylvania, for Carbon Change-outs, in an amount not to exceed \$300,000 per Task Order; and authorizes and directs the City Manager, or his designee, to execute the Agreements on behalf of the City.

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

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

The scope of work consists of removing spent media from the vessel, placement of spent media in either bulk bags or a disposal container, inspection of the vessel's interior performed by viewing from the outside manway opening, and rebidding with replacement media.

Currently, whenever vessels need to be changed, staff obtains three quotes and then presents the quotes to council for approval. This can result in excessive and unnecessary time spent on routine items on the consent calendar that would normally be considered maintenance, as well as a slower response time to remove the carbon out of the vessels, leading to a higher chance of breakthrough of the contaminant through the vessels. Similar to other cities and water purveyors that have granulated active carbon (GAC) vessels, the city looks to enter into On-Call Contracts. Staff would still receive three quotes for the specified type of carbon, and then create a bid summary that would be attached to the Purchase Order created with the Task Order. Staff would choose the lowest responsive and responsible bidder, and the City Manager

would sign off on the Purchase Order and Task Order. Staff can only approve of change-outs if there are enough funds in the budget. Once funds are expensed, staff would have to return to council to request more funding. At the end of every year, staff will upload the required GAC Annual Report onto the website under the Public Works department, which will list every carbon change-out that was completed and how effective the carbon was at removing the contaminants.

**II. FISCAL IMPACTS:**

As an on-call contract, funding is subject to appropriation in the current FY 25-26 and future fiscal year budgets in the Water and TCP Funds. Task orders to contractors to complete work under these contracts will be issued only when the necessary funds are available and appropriated.

Award of an on-call contract does not guarantee any set level of expenditure until a task order is issued.

**III. LEGAL REVIEW:**

This item has been reviewed and approved by the City Attorney.

**IV. EXISTING POLICY:**

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

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

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

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

This item is not a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause a direct or indirect physical change in the environment, or a reasonably foreseeable impact to the environment.

**IX. STEPS FOLLOWING APPROVAL:**

Upon approval by City Council, the contracts will be executed and processed per City policies and procedures.

Submitted by:



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Justin Vinson, Public Works Director

Approved by:



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Chris Hoem, City Manager

Attachments:

1. Template On-Call Construction Contract (Task Order) Carbon Changeouts

**CITY OF ATWATER**  
**ON-CALL CONSTRUCTION CONTRACT**  
**CARBON CHANGE-OUTS**

**1. PARTIES AND DATE.**

This Contract is made and entered into this 9th day of September, 2025 by and between the City of Atwater, a public agency of the State of California ("City") and [\*\*\*INSERT NAME\*\*\*], a Contractor with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

**2. RECITALS.**

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

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the City and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Carbon Change-Outs 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: NSF/ANSI Standard 61 Certification

2.3 Project. City desires to engage Contractor to render such services for the Carbon Change-Outs ("Project") as set forth in this Contract on an on-call, as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

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 addenda and attachments thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")

- Sample Task Order Form (Exhibit "H")
- Fleet Compliance Certification(Exhibit "I")
- Addenda
- Change Orders executed by the City
- Current Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

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 for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the City. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

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

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

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

an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article 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 and Liquidated Damages.** The term of this Contract shall commence on the date first set forth above and expire September 8, 2028, unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for an additional year Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of One Thousand Dollars (\$1,000) per day for each and every calendar day of delay beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract and any Task Order(s).

**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, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order.

3.7.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the City. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements 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.

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 Work is 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. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business

and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

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

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

**3.7.12 Payroll Records.** Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

**3.7.14 Labor Compliance; Stop Orders.** This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### **3.8 Performance of Work; Jobsite Obligations.**

#### **3.8.1 Water Quality Management and Compliance.**

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

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

**3.8.1.3 Other Water Quality Rules Regulations and Policies.** Contractor shall comply with the lawful requirements of any applicable municipality, drainage City,

or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

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

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

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

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

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

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in

the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

**3.8.8 Air Quality.** Contractor must 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 California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by 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 Contract.

**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. 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 the date of final payment. 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

3.10.4 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.

### 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, this Contract or any Task Order, 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. **[\*\*City RISK MANAGER TO REVIEW TO DETERMINE WHETHER LIMITS ARE ACCEPTABLE\*\*]**

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 the relevant task order in Exhibit "H" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with the relevant Task Order a Payment Bond in an amount required by the City and in a form provided or approved by the City, as set forth in Exhibit "F" attached hereto and incorporated herein by reference. 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 the relevant task order in Exhibit "H" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with the relevant Task Order a Performance Bond in an amount required by the City and in a form provided or approved by the City, as set forth in Exhibit "F" attached hereto and incorporated herein by reference. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

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

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

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to

an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### 3.16 Employee/Labor Certifications.

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

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

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

### 3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the General 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 and as described in the relevant Task Order. 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.

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:**

[[\*\*INSERT CONTRACTOR NAME AND ADDRESS\*\*]]  
Attn: [[\*\*INSERT CONTRACTOR REP. NAME AND TITLE\*\*]]

**CITY:**

City of Atwater

Attn: Chris Hoem, 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, Venue, and Attorneys' Fees. 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 a state or federal court situated in the County of Merced, State of California.

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 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 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 [\*\*\*INSERT CONTRACTOR NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the 9th day of September, 2025.

CITY OF ATWATER

[INSERT NAME OF CONTRACTOR]

By: \_\_\_\_\_  
Chris Hoem  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF WORK**

**Remove old carbon from vessels and insert new carbon into vessels.**

**EXHIBIT "B"**  
**PLANS AND SPECIFICATIONS**

**ALL CARBON MUST MEET NSF/ANSI STANDARD 61 CERTIFICATION**

**SUPPLIERS MUST AFFIRM THAT THE GAC MEETS OR EXCEEDS THE SPECIFICATIONS OF THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD B604.**

**A CERTIFICATE OF ANALYSIS IS REQUIRED FOR EACH LOAD OF GAC DELIVERED**

**VENDOR MUST HOLD ISO 9000 CERTIFICATION**

**EXHIBIT "C"**  
**SPECIAL CONDITIONS**  
**[RESERVED]**

**EXHIBIT "D"**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION  
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.

**[\*\*\*INSERT CONTRACTOR NAME\*\*\*]**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

## EXHIBIT "E"

### PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<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 "F"**  
**PAYMENT AND PERFORMANCE BONDS**

***ATTACHED BEHIND THIS PAGE***

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Atwater (hereinafter referred to as "City") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to 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

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Agent or \_\_\_\_\_

Representative for service of \_\_\_\_\_

process in California, if different \_\_\_\_\_

from above)

\_\_\_\_\_

\_\_\_\_\_

(Telephone number of Surety and \_\_\_\_\_

Agent or Representative for service \_\_\_\_\_

of process in California)

\_\_\_\_\_

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

## Notary Acknowledgment

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

STATE OF CALIFORNIA

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

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

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

Individual  
 Corporate Officer

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

\_\_\_\_\_  
Title or Type of Document

Partner(s)  Limited  
 General

\_\_\_\_\_  
Number of Pages

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

\_\_\_\_\_  
Date of Document

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Atwater (hereinafter designated as the "City"), by action taken or a resolution passed\_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_(the "Project"); and

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

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

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

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

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

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

recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

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

Title \_\_\_\_\_

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

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

## Notary Acknowledgment

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

STATE OF CALIFORNIA

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

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

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

Individual  
 Corporate Officer

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

\_\_\_\_\_  
Title or Type of Document

Partner(s)  Limited  
 General

\_\_\_\_\_  
Number of Pages

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

\_\_\_\_\_  
Date of Document

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

**EXHIBIT "G"**

**RATE SCHEDULE**

**[INSERT RATE SCHEDULE]**

**EXHIBIT "H"**  
**SAMPLE TASK ORDER FORM**

**CITY OF ATWATER**  
**TASK ORDER**

Task Order No. [REDACTED]

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

**The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:**

[\*\*\*(READ AND DELETE THIS BLOCK BEFORE USING MODEL): PUBLIC WORKS PROJECTS OF MORE THAN \$25,000 WILL REQUIRE PAYMENT BONDS BY LAW. WHERE A PAYMENT BOND IS REQUIRED, WE RECOMMEND REQUIRING A PERFORMANCE BOND AS WELL - INSERT FOLLOWING IF PAYMENT AND/OR PERFORMANCE BONDS REQUIRED – OTHERWISE DELETE AND RENUMBER\*\*\*]

**BONDS**

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

[INSERT ATTACHMENTS, IF ANY]

**Dollar Amount of Task Order:** Not to exceed \$ [REDACTED], [REDACTED].00

**Completion Date:** [REDACTED], 20[REDACTED]

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

**CITY OF ATWATER**

**[INSERT CONTRACTOR NAME]**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT “I”**

### 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: \_\_\_\_\_