

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 (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 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

February 23, 2026

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:

- **American Medical Response (Daniel Iniquez, Regional Director and Rich Silva, Director of Communications)**
- **Mid Valley Disposal Annual Report (Marissa Corralejo, Recycling Program Specialist)**
- **Monthly report by Merced County District 3 Supervisor McDaniel**

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.

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. **December 31, 2025**
Staff's Recommendation: Acceptance of report as listed.

WARRANTS:

2. **a.) February 5, 2026**
b.) February 12, 2026
c.) February 19, 2026
Staff's Recommendation: Receive and file the reports as listed.

MINUTES: (City Council)

3. January 28, 2026 - Special meeting

Staff's Recommendation: Approval of minutes as listed.

RESOLUTIONS:

4. Awarding and Approving an Agreement with Elite Maintenance & Tree Service for Weed Abatement Services (CAL Fire Battalion Chief/Fire Marshal Carvalho)

Staff's Recommendation: Adoption of Resolution No. 3596-26 awarding and approving the General Services Agreement with Elite Maintenance & Tree Service of Ceres, California, in a form approved by the City Attorney, and authorizing and directing the City Manager to execute the agreement on behalf of the City.

OTHER ACTIONABLE ITEMS:

5. Approving a Purchase Agreement (Purchase Order) with Cummins Sales and Service for Repairs on Engine 42 (Public Works Director Vinson)

Staff's Recommendation: Approves a Purchase Agreement (Purchase Order) to Cummins Sales and Service of Fresno, California for repairs on Engine 42, in an amount not to exceed \$26,098.36; and authorizes and directs the City Manager or his designee to execute the Agreement (Purchase Order) on behalf of the City.

6. Approving Specifications and Authorizing Advertising and Calling for Bids for Restriping Various Streets Throughout the City Project (Public Works Director Vinson)

Staff's Recommendation: Approval of specifications and authorizing advertising and calling for bids for Restriping Various Streets Throughout the City, Project No. 26-03, Bid Call Number 735-26.

7. Approving Specifications and Authorizing and Calling for Bids for Overlaying Various Streets Throughout the City Project (Public Works Director Vinson)

Staff's Recommendation: Approval of specifications and authorizing advertising and calling for bids for Overlaying Various Streets Throughout the City, Project No. 26-04, Bid Call Number 736-26.

END OF CONSENT CALENDAR

REPORTS AND PRESENTATIONS FROM STAFF:

8. Police Department Update Regarding Street Crime Activity, Unhoused Population Response Efforts, and Public Safety Initiatives (Police Chief McEachin)

9. Approving an Amendment to the Salary Schedule to Equalize Department Head Salary Ranges (City Manager Hoem)

Staff's Recommendation: Motion to adopt Resolution No. 3597-26 approving an amendment to the City's Salary Schedule to establish consistent salary ranges for all Department Head classifications; or

Motion to approve staff's recommendation as presented.

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**

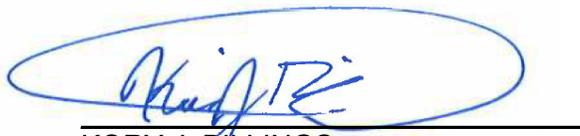
CITY MANAGER REPORTS/UPDATES:

10. Update from the City Manager

ADJOURNMENT:

CERTIFICATION:

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



KORY J. BILLINGS
CITY CLERK

SB 343 NOTICE

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

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



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

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

LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:

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

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

FEBRUARY



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9 City Council Meeting - 6:00 PM	10	11	12	13	14 HAPPY VALENTINE'S DAY ♥
15	16  City Holiday Trash pick up delayed - 1 day	17	18 Planning Commission Meeting - 6:00 PM	19	20	21 Budget Workshop Community Center - 9:00 AM
22 	23 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	24	25	26 Scan QR Code for info regarding mobile office hours 	27	28 Page 6 of 204

MARCH

2026



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8 	9 City Council Meeting - 6:00 PM	10 Citizens' Oversight Committee Meeting - 6:00 PM	11	12	13	14
15	16	17 <i>Happy St. Patrick's Day</i>	18 Planning Commission Meeting - 6:00 PM	19	20 	21 Spring Clean Up 2877 Atwater Blvd, Atwater CA 7:00 AM - 12:00 PM
22	23 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	24	25	26 Scan QR Code for info regarding mobile office hours 	27	28 Easter Egg Hunt Veterans Park 10 AM
29	30	31				

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 12/31/2025

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
0001 General Fund	17,566,164.50	1,783,943.91	2,647,885.25	16,702,223.16
0003 General Fund Capital	(1,204,840.68)	1,071.79	266,294.12	(1,470,063.01)
0004 Public Safety Trans & Use Tax	3,753,257.97	419,484.67	207,057.72	3,965,684.92
0005 Ferrari Ranch Project Fund	2,360.37	0.00	0.00	2,360.37
0007 Measure V Fund	3,399,613.49	90,393.26	18,778.00	3,471,228.75
0008 Measure V 20% Alternative Modes	911,827.64	22,596.51	91,254.28	843,169.87
0009 Abandoned Veh Abatement Fund	(12,711.84)	7,154.22	3,187.09	(8,744.71)
0010 Measure V Regional Fund	(96,079.65)	0.00	46,228.36	(142,308.01)
1005 Police Grants Fund	84,497.58	0.00	2,916.86	81,580.72
1010 ARPA-American Rescue Plan Act	1,027,412.14	0.00	164.28	1,027,247.86
1011 Gas Tax/Street Improvement	263,391.45	107,291.22	170,313.85	200,368.82
1013 Local Transportation Fund	270,167.02	19.69	0.00	270,186.71
1014 CRP Carbon Reduction Proj Fund	(777,727.93)	0.00	337,752.64	(1,115,480.57)
1015 Traffic Circulation Fund	1,633,939.71	844.15	0.00	1,634,783.86
1016 Applegate Interchange	832,948.37	60.71	0.00	833,009.08
1017 RSTP-Regional Surface Transp Prog	769,670.68	56.10	0.00	769,726.78
1018 SB1-Road Maint & Rehab RMRA	673,118.87	62,084.18	13,347.84	721,855.21
1019 LPP-Local Partnership Prg Fund	0.00	0.00	0.00	0.00
1020 Parks and Recreation Fund	2,056,277.92	2,531.69	5,020.00	2,053,789.61
1021 Parks Grants Fund	0.00	0.00	0.00	0.00
1040 General Plan Update-Housing Element	14,594.00	1.06	0.00	14,595.06
1041 General Plan Update Fund	1,701,888.89	123.77	3,903.75	1,698,108.91
1055 Neighborhood Stabilization	238,538.37	17.38	0.00	238,555.75
1059-80 Housing Grant Funds	1,371,270.04	1,099.47	7,401.34	1,364,968.17
1091 Police Facility Impact Fee	210,896.14	416.40	0.00	211,312.54
1093 Fire Facility Impact Fee	1,298.39	520.13	0.00	1,818.52
1095 Government Building Facility	308,204.77	401.25	0.00	308,606.02
3064-67 Redevelopment/Successor Agency Funds	1,566,741.31	1,509.59	7,355.50	1,560,895.40
4020 Performance Bond Trust	237,134.92	17.28	0.00	237,152.20
4030 Narcotics Program Trust	2,239.66	0.16	0.00	2,239.82
4060 Section 125 Medical	2,087.50	70.00	840.00	1,317.50
4070 Section 125 Dependent Care	0.00	0.00	0.00	0.00
4080 Pension Rate Stblztn 115 Trust	656,685.87	1,548.43	0.00	658,234.30
4090 CFD No. 1 Trust	141,396.76	10.30	0.00	141,407.06

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 12/31/2025

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
5000-55 All Maintenance Districts	1,150,258.26	98.24	69,687.57	1,080,668.93
5050 CFD Districts	(294,798.57)	0.00	61,293.02	(356,091.59)
6000 Water Enterprise Fund	15,964,595.44	797,306.84	826,912.14	15,934,990.14
6001 Water Fund Capital Replacement	(404,239.92)	0.00	0.00	(404,239.92)
6002 DBCP Settlement	22,213.47	1.61	0.00	22,215.08
6004 Water Well- Buhach Colony	200,504.98	14.61	0.00	200,519.59
6005 Water Capital Impact Fees	2,987,815.36	3,527.53	0.00	2,991,342.89
6006 Water Operating Reserve Fund	194,658.31	14.18	0.00	194,672.49
6007 1,2,3-TCP Fund	15,038,797.36	64,031.72	146,356.96	14,956,472.12
6010 Sewer Enterprise Fund	16,293,399.38	1,312,144.45	1,747,102.88	15,858,440.95
6011 Sewer Fund Capital Replacement	4,129,144.49	4,818.31	0.00	4,133,962.80
6020 Sanitation Enterprise	2,966,190.37	347,853.61	487,879.63	2,826,164.35
7000 Internal Service Fund	842,501.65	473,584.14	174,792.41	1,141,293.38
7001 ISF Equipment/Bldg Replacement	306,436.90	22.33	0.00	306,459.23
7010 Employee Benefits Fund	525,259.43	241,182.31	101,101.88	665,339.86
7020 Risk Management	351,143.79	641,638.10	20,725.45	972,056.44
7030 Information Technology	545,508.50	219,795.45	55,958.54	709,345.41
9090 Accrued Interest Fund	3,544.90	3,782.80	7,327.70	0.00
TOTAL	98,429,198.33	6,613,083.55	7,528,839.06	97,513,442.82

Prepared by: Randeep Atwal
Randeep Atwal, Accountant I

Approved by: Mark Borba
Mark Borba, City Treasurer

**Statement of Changes in Cash Balance
by Bank
As of 12/31/2025**

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	73,362,263.29			73,362,263.29
City - RMA Long-Term Investment Fund	1,240,246.26	3,782.80		1,244,029.06
City Checking & Investment Accounts	3,523,965.96	6,537,483.04	6,780,034.79	3,281,414.21
Wastewater Checking	5,031,103.75		741,476.06	4,289,627.69
RA Obligation Retirement Fund	0.51		0.51	0.00
US Bank/Chandler Asset Mgt.	14,614,932.69	62,941.58		14,677,874.27
PARS Post-Employment Benefits Trust	656,685.87	1,548.43		658,234.30
Totals	98,429,198.33	6,605,755.85	7,521,511.36	97,513,442.82

Prepared by: Randeep Atwal
Randeep Atwal, Accountant I

Approved by: [Signature]
Mark Borba, City Treasurer

(The following statements are required by California Govt. Code Section 53646 (b) (2,3))
Investments are made pursuant to the City Council approved Investment Policy and Guidelines.
The City of Atwater has the ability to meet its pooled expenditure requirements for the next six months.

Bank Account Detail			
City LAIF	73,362,263.29	Chase General Checking	3,481,739.90
Chandler Asset Mgt.	1,244,029.06	Chase Wastewater Checking	4,289,627.69
US Bank/Chandler Asset Mgt.	14,677,874.27	Chase Redevelopment Checking	0.00
PARS Pension	658,234.29	Chase Savings Account	0.00
PARS OPEB	658,234.30		

Warrant Summary February 5, 2026

Prepared By: Joseph Murillo, Accounting Technician
Accounts Payable Warrant

Date	Description	Amount
1/30/26 - 2/4/26	Prewrittens (Checks Processed Between Warrants)	\$ -
2/5/2026	Warrant	\$ 890,452.79
Total		\$ 890,452.79

Additional Warrants		
Date	Description	Amount
		\$ -
Total		\$ -

Payroll		
Date	Description	Amount
		\$ -
Total		\$ -

Grand Total: \$ 890,452.79



Anna Nicholas, Finance Director



Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 2/12/2026 - 12:54 PM



City of
Atwater
 Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	02/05/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		61,666.67
0	02/05/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		45.97
0	02/05/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		35.27
0	02/05/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		1,181.70
0	02/05/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		35.27
0	02/05/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		53.80
0	02/05/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		97,916.67
0	02/05/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		35.27
0	02/05/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		73.46
0	02/05/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		178,007.29
0	02/05/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		33,147.40
Check Total:						372,198.77
29981	02/05/2026	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		742.93
29981	02/05/2026	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		742.93
29981	02/05/2026	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		742.92
Check Total:						2,228.78
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		106.03
29982	02/05/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		64.98
29982	02/05/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		15.83
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		86.99
29982	02/05/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		10.86
29982	02/05/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		32.59
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		206.52
29982	02/05/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		28.05
29982	02/05/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		12.52
29982	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		32.61
29982	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		263.60
29982	02/05/2026	0001 General Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		78.50
29982	02/05/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		161.46
29982	02/05/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		138.54
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		88.87

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		5.30
29982	02/05/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		19.62
29982	02/05/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		7.26
29982	02/05/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		-32.61
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		21.73
29982	02/05/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-10.86
29982	02/05/2026	0001 General Fund	Various Classes	AMAZON CAPITAL SERVICES		21.74
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		27.18
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		86.99
29982	02/05/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		10.86
29982	02/05/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		9.04
29982	02/05/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-89.81
29982	02/05/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		16.95
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		137.96
29982	02/05/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		1,630.16
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		47.30
29982	02/05/2026	0001 General Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		22.17
29982	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		293.49
29982	02/05/2026	7000 Internal Service Fund	Small Tools	AMAZON CAPITAL SERVICES		76.11
29982	02/05/2026	0001 General Fund	Youth Basketball	AMAZON CAPITAL SERVICES		61.92
29982	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		140.80
29982	02/05/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		36.05
29982	02/05/2026	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		27.72
29982	02/05/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		42.05
29982	02/05/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		10.86
29982	02/05/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		31.53
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		156.74
29982	02/05/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		65.98
29982	02/05/2026	0001 General Fund	Various Classes	AMAZON CAPITAL SERVICES		21.74
29982	02/05/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		652.48
29982	02/05/2026	7030 Information Technology Fund	Memberships & Subscriptions	AMAZON CAPITAL SERVICES		847.16
29982	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		-146.15
29982	02/05/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		25.82
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		152.24
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		77.38
29982	02/05/2026	0001 General Fund	Machinery & Equipment	AMAZON CAPITAL SERVICES		677.30
29982	02/05/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		9.78
29982	02/05/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		16.21
Check Total:						6,536.14
29983	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	ASSOCIATES LOCK & SAFE SERVICE		36.81
29983	02/05/2026	7000 Internal Service Fund	Professional Services	ASSOCIATES LOCK & SAFE SERVICE		273.91
29983	02/05/2026	7000 Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		37.11

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	347.83
29984	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	ATWATER CAR WASH		27.82
					Check Total:	27.82
29985	02/05/2026	0001 General Fund	Professional Services	BEST BEST & KRIEGER		34,531.48
29985	02/05/2026	6010 Sewer Enterprise Fund	Professional Services	BEST BEST & KRIEGER		212.50
29985	02/05/2026	7020 Risk Management Fund	Professional Services	BEST BEST & KRIEGER		11,977.55
					Check Total:	46,721.53
29986	02/05/2026	0001 General Fund	Professional Services	BEST ELECTRIC		700.00
29986	02/05/2026	0001 General Fund	Special Departmental Expense	BEST ELECTRIC		104.34
					Check Total:	804.34
29987	02/05/2026	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		1,048.60
29987	02/05/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
29987	02/05/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		1,356.00
29987	02/05/2026	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		1,048.60
29987	02/05/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		3,090.00
29987	02/05/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		127.76
29987	02/05/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		27.80
29987	02/05/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
29987	02/05/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
					Check Total:	7,226.96
29988	02/05/2026	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		186.50
					Check Total:	186.50
29989	02/05/2026	0001 General Fund	Special Departmental Expense	CALIFORNIA TURF EQUIPMENT & SUPPLY IN		195.16
					Check Total:	195.16
29990	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	CARLOS VIEIRA FOUNDATION		133.36
					Check Total:	133.36
29991	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	MARIA CARRILLO GUDINO		166.23
					Check Total:	166.23
29992	02/05/2026	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	CCME INC		4,069.35
29992	02/05/2026	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	CCME INC		1,215.52

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29992	02/05/2026	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	CCME INC		527.23
29992	02/05/2026	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	CCME INC		157.48
Check Total:						5,969.58
29993	02/05/2026	6020 Sanitation Enterprise Fund	Accounts Payable	NICOLE CHURCH		57.71
29993	02/05/2026	6010 Sewer Enterprise Fund	Accounts Payable	NICOLE CHURCH		81.52
29993	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	NICOLE CHURCH		80.66
Check Total:						219.89
29994	02/05/2026	7000 Internal Service Fund	Utilities	COMCAST		133.77
29994	02/05/2026	7000 Internal Service Fund	Utilities	COMCAST		13.19
Check Total:						146.96
29995	02/05/2026	0001 General Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		649.50
Check Total:						649.50
29996	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	DOUGLAS CROUCH		68.75
Check Total:						68.75
29997	02/05/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
29997	02/05/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
29997	02/05/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
29997	02/05/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		55.00
29997	02/05/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
29997	02/05/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
29997	02/05/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
29997	02/05/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
29997	02/05/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
Check Total:						407.00
29998	02/05/2026	7030 Information Technology Fund	Professional Services	DATA PATH		2,911.50
29998	02/05/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,816.00
29998	02/05/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,431.00
29998	02/05/2026	7030 Information Technology Fund	Professional Services	DATA PATH		8,321.00
29998	02/05/2026	7030 Information Technology Fund	Professional Services	DATA PATH		1,089.00
29998	02/05/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		760.00
Check Total:						19,328.50
29999	02/05/2026	0001 General Fund	Various Classes	MARY ANN DAVIS		432.25

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	432.25
30000	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	DYLAN DELA CRUZ		170.82
					Check Total:	170.82
30001	02/05/2026	7020 Risk Management Fund	Professional Services	DELFINO MADDEN O'MALLEY COYLE & KOE		384.00
					Check Total:	384.00
30002	02/05/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	DOMS ELECTRIC - MERCED BEARING OPERA		76.09
					Check Total:	76.09
30003	02/05/2026	6000 Water Enterprise Fund	Professional Services	E SOURCE COMPANIES LLC		3,000.00
					Check Total:	3,000.00
30004	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	EH WACHS		1,510.54
					Check Total:	1,510.54
30005	02/05/2026	7000 Internal Service Fund	Professional Services	ELITE IRON FENCING		1,310.00
30005	02/05/2026	7000 Internal Service Fund	Professional Services	ELITE IRON FENCING		1,890.00
					Check Total:	3,200.00
30006	02/05/2026	7020 Risk Management Fund	Employment Risk Management	EMPLOYMENT RISK MANAGEMENT AUTHOF		9,298.50
					Check Total:	9,298.50
30007	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY		4.15
					Check Total:	4.15
30008	02/05/2026	6000 Water Enterprise Fund	Small Tools	FERGUSON WATERWORKS		165.04
30008	02/05/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		1,775.68
					Check Total:	1,940.72
30009	02/05/2026	6020 Sanitation Enterprise Fund	Accounts Payable	ROSALINA GALINDO REGALADO		1.62
30009	02/05/2026	6010 Sewer Enterprise Fund	Accounts Payable	ROSALINA GALINDO REGALADO		2.29
30009	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	ROSALINA GALINDO REGALADO		162.70
					Check Total:	166.61
30010	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	JOSE GALLO		12.76

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	12.76
30011	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	DONALD GARCIA		283.01
					Check Total:	283.01
30012	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	MARICARMEN GARCIA		209.34
					Check Total:	209.34
30013	02/05/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	GARTON TRACTOR INC		211.86
					Check Total:	211.86
30014	02/05/2026	0001 General Fund	Professional Services	GLADWELL GOVERNMENTAL SERVICES INC		750.00
					Check Total:	750.00
30015	02/05/2026	0001 General Fund	Professional Services	GOLDEN STATE COMMUNICATIONS INC		20,121.94
					Check Total:	20,121.94
30016	02/05/2026	6000 Water Enterprise Fund	Special Departmental Expense	GRAINGER		465.73
					Check Total:	465.73
30017	02/05/2026	0001 General Fund	Professional Services	HDL COREN & CONE		3,479.63
					Check Total:	3,479.63
30018	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	KRISTY HELLAM		23.98
30018	02/05/2026	6010 Sewer Enterprise Fund	Accounts Payable	KRISTY HELLAM		25.20
30018	02/05/2026	6020 Sanitation Enterprise Fund	Accounts Payable	KRISTY HELLAM		17.84
					Check Total:	67.02
30019	02/05/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		12.00
30019	02/05/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		41.14
30019	02/05/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		740.87
30019	02/05/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		56.13
30019	02/05/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		174.74
					Check Total:	1,024.88
30020	02/05/2026	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		14,281.65
					Check Total:	14,281.65

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30021	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	JIMENEZ AUTOMOTRIZ INTERNACIONAL		0.09
30021	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	JIMENEZ AUTOMOTRIZ INTERNACIONAL		25.48
					Check Total:	25.57
30022	02/05/2026	1017 RSTP-Regional Surf Transp Prog	Fruitland Ave Rd Improvements	JOE'S LANDSCAPING & CONCRETE		3,500.00
					Check Total:	3,500.00
30023	02/05/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		159.09
30023	02/05/2026	6010 Sewer Enterprise Fund	Small Tools	KELLOGG SUPPLY		208.86
30023	02/05/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		486.05
					Check Total:	854.00
30024	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	JAIME LEANOS MERCADO		50.48
					Check Total:	50.48
30025	02/05/2026	0001 General Fund	Special Departmental Expense	KEN LEE		43.48
					Check Total:	43.48
30026	02/05/2026	0001 General Fund	Miscellaneous	LOOMIS		784.74
					Check Total:	784.74
30027	02/05/2026	0010 Measure V Regional Fund	Buhach Widening	MARK THOMAS & COMPANY, INC		1,292.00
30027	02/05/2026	0010 Measure V Regional Fund	Bellevue Road Realignment	MARK THOMAS & COMPANY, INC		21,516.25
					Check Total:	22,808.25
30028	02/05/2026	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		12,634.66
30028	02/05/2026	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		15,196.17
30028	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		76.44
30028	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		43.91
30028	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		53.81
30028	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		22.82
30028	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		48.05
30028	02/05/2026	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		-729.72
30028	02/05/2026	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		-876.22
					Check Total:	26,469.92
30029	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		238.97
					Check Total:	238.97

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30030	02/05/2026	0001 General Fund	Youth Basketball	MCNAMARA SPORTS		2,412.89
30030	02/05/2026	0001 General Fund	Coed Volleyball	MCNAMARA SPORTS		427.50
Check Total:						2,840.39
30031	02/05/2026	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		240.00
30031	02/05/2026	0001 General Fund	Youth Volleyball	MERCED AREA SPORTS OFFICIALS, INC		150.00
30031	02/05/2026	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		750.00
30031	02/05/2026	0001 General Fund	Youth Volleyball	MERCED AREA SPORTS OFFICIALS, INC		510.00
Check Total:						1,650.00
30032	02/05/2026	0001 General Fund	Memberships & Subscriptions	MERCED COUNTY LAW ENFORCEMENT CHIE		125.00
Check Total:						125.00
30033	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		662.25
30033	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		461.37
30033	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		753.95
30033	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		26.79
30033	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		965.85
30033	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		29.68
Check Total:						2,899.89
30034	02/05/2026	6010 Sewer Enterprise Fund	Improvements Other Than Bldg	MID-VALLEY DISPOSAL LLC		18,525.88
Check Total:						18,525.88
30035	02/05/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	MNZ CONCRETE		4,900.00
30035	02/05/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	MNZ CONCRETE		9,800.00
Check Total:						14,700.00
30036	02/05/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	MUNICIPAL MAINTENANCE EQUIPMENT		133.00
30036	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		138.23
30036	02/05/2026	7000 Internal Service Fund	Professional Services	MUNICIPAL MAINTENANCE EQUIPMENT		1,932.50
30036	02/05/2026	7000 Internal Service Fund	Professional Services	MUNICIPAL MAINTENANCE EQUIPMENT		794.00
30036	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		86.35
30036	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		1,591.70
Check Total:						4,675.78
30037	02/05/2026	0001 General Fund	Professional Services	MUNISERVICES		693.22
30037	02/05/2026	0001 General Fund	Professional Services	MUNISERVICES		9,820.87
Check Total:						10,514.09

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30038	02/05/2026	7030 Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,428.92
					Check Total:	2,428.92
30039	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	WILLIAM NOVETZKE		25.23
					Check Total:	25.23
30040	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	SEAN O'HERIN		262.75
					Check Total:	262.75
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		165.45
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		9.78
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		26.08
30041	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		48.36
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		46.66
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		73.45
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		42.38
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		162.96
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		30.15
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		22.17
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		55.41
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		25.50
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		136.63
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		60.89
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		48.92
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		19.05
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		16.62
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		58.69
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		194.62
30041	02/05/2026	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		54.35
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		166.94
30041	02/05/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		61.44
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		34.15
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		253.01
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-165.45
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		455.26
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		130.46
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		99.44
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		18.94
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		310.57
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-165.45
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-25.50
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		46.96

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		165.45
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		130.37
30041	02/05/2026	7000 Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		24.99
30041	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-48.29
Check Total:						2,791.41
30042	02/05/2026	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		550.60
30042	02/05/2026	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		11,344.04
30042	02/05/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		177.54
30042	02/05/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		1,641.43
30042	02/05/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		1,142.95
30042	02/05/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		1,197.90
Check Total:						16,054.46
30043	02/05/2026	0001 General Fund	Special Departmental Expense	PACIFIC STORAGE COMPANY		292.10
30043	02/05/2026	0001 General Fund	Special Departmental Expense	PACIFIC STORAGE COMPANY		292.10
Check Total:						584.20
30044	02/05/2026	0001 General Fund	Professional Services	POWERDMS INC		6,411.75
Check Total:						6,411.75
30045	02/05/2026	6000 Water Enterprise Fund	Professional Services	PROVOST & PRITCHARD CONSULTING GROU		2,778.10
Check Total:						2,778.10
30046	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		690.20
30046	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		225.00
Check Total:						915.20
30047	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	ALISA REYES		42.64
Check Total:						42.64
30048	02/05/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	ROLFE CONSTRUCTION		2,300.00
30048	02/05/2026	6010 Sewer Enterprise Fund	Professional Services	ROLFE CONSTRUCTION		3,200.00
Check Total:						5,500.00
30049	02/05/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	SAFE-T-LITE		237.25
Check Total:						237.25
30050	02/05/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	SIERRA MATERIALS & TRUCKING COMPANY		414.46

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30050	02/05/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	SIERRA MATERIALS & TRUCKING COMPANY		414.46
					Check Total:	828.92
30051	02/05/2026	6010 Sewer Enterprise Fund	Accounts Payable	TRISTAN SILVA		25.20
30051	02/05/2026	6020 Sanitation Enterprise Fund	Accounts Payable	TRISTAN SILVA		17.84
30051	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	TRISTAN SILVA		203.99
					Check Total:	247.03
30052	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	MANJIT SINGH		72.41
					Check Total:	72.41
30053	02/05/2026	0001 General Fund	Professional Services	STERICYCLE INC		41.42
					Check Total:	41.42
30054	02/05/2026	1018 SB1-Road Maint & Rehab RMRA	Traffic Signals Maint & Repair	THE SIGN GUYS		652.50
30054	02/05/2026	1018 SB1-Road Maint & Rehab RMRA	Traffic Signals Maint & Repair	THE SIGN GUYS		2,060.18
					Check Total:	2,712.68
30055	02/05/2026	7000 Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
30055	02/05/2026	7000 Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
					Check Total:	66.00
30056	02/05/2026	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	UNITED RENTALS (NORTH AMERICA) INC		265.35
30056	02/05/2026	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	UNITED RENTALS (NORTH AMERICA) INC		549.19
30056	02/05/2026	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	UNITED RENTALS (NORTH AMERICA) INC		494.81
30056	02/05/2026	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	UNITED RENTALS (NORTH AMERICA) INC		311.03
					Check Total:	1,620.38
30057	02/05/2026	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
30057	02/05/2026	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
30057	02/05/2026	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
					Check Total:	3,000.00
30058	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		256.60
30058	02/05/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		9,934.05
					Check Total:	10,190.65
30059	02/05/2026	6010 Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		196,406.03

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	196,406.03
30060	02/05/2026	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,169.07
30060	02/05/2026	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		8.79
					Check Total:	1,177.86
30061	02/05/2026	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		217.12
30061	02/05/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		347.62
30061	02/05/2026	1017 RSTP-Regional Surf Transp Prog	Fruitland Ave Rd Improvements	WATERFORD IRRIGATION SUPPLY, INC		27.55
					Check Total:	592.29
30062	02/05/2026	6000 Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		87.84
					Check Total:	87.84
30063	02/05/2026	6000 Water Enterprise Fund	Accounts Payable	MICHELE YU		15.83
					Check Total:	15.83
					Report Total:	890,452.79

Warrant Summary February 12, 2026

Prepared By: Joseph Murillo, Accounting Technician
Accounts Payable Warrant

Date	Description	Amount
2/6/26 - 2/11/26	Prewrittens (Checks Processed Between Warrants)	\$ 659.76
2/12/2026	Warrant	\$ 396,673.58
Total		\$ 397,333.34

Additional Warrants

Date	Description	Amount
2/10/2026	AFSCME District Council 57	\$ 1,037.40
2/10/2026	Atwater Police Officers Association	\$ 2,598.90
2/10/2026	CALPERS Employee 457 Plan	\$ 1,102.00
2/10/2026	EPARS Employee 457 Plan (PNC Bank)	\$ 1,658.00
2/10/2026	PERS Retirement 1/14/26 - 1/28/26	\$ 62,548.87
Total		\$ 68,945.17

Payroll

Date	Description	Amount
2/5/2026	Net Payroll	\$ 211,360.14
2/10/2026	Federal Taxes	\$ 60,723.24
2/10/2026	State Taxes	\$ 7,737.33
Total		\$ 279,820.71

Grand Total: \$ 746,099.22

Anna Nicholas, Finance Director

Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 2/12/2026 - 1:05 PM



City of
Atwater
Community Pride City Wide

760 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount	
0	02/10/2026	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,037.40	
0	02/10/2026	0001 General Fund	Deferred Compensation	PNC BANK		400.00	
0	02/10/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		7,737.33	
0	02/10/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,145.04	
0	02/10/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58	
0	02/10/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		16,819.72	
0	02/10/2026	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,598.90	
0	02/10/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		87.31	
0	02/10/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		9,953.92	
0	02/10/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		16,402.04	
0	02/10/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		3,026.80	
0	02/10/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,969.60	
0	02/10/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		89.68	
0	02/10/2026	0001 General Fund	Deferred Compensation	CALPERS		1,027.00	
0	02/10/2026	0001 General Fund	Deferred Compensation	PNC BANK		1,258.00	
0	02/10/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		3,835.98	
0	02/10/2026	0001 General Fund	Deferred Compensation	CALPERS		75.00	
0	02/10/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,223.56	
0	02/10/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		715.64	
0	02/10/2026	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		20,247.20	
0	02/10/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		10,606.06	
0	02/10/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,124.96	
0	02/10/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		16,402.04	
0	02/10/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		3,835.98	
						Check Total:	137,405.74
30064	02/10/2026	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		100.00	
						Check Total:	100.00
30065	02/10/2026	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		559.76	
						Check Total:	559.76

Prewritten

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
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Report Total:

138,065.50

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 2/12/2026 - 1:12 PM



City of
Atwater
Community Pride City Wide

760 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	02/12/2026	0001 General Fund	Pers Health Payable	PERS-HEALTH		118,411.49
0	02/12/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		420.71
0	02/12/2026	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		1,670.14
0	02/12/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		112.86
0	02/12/2026	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		71.87
0	02/12/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		397.34
0	02/12/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		634.57
0	02/12/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		339.50
0	02/12/2026	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		11,340.00
0	02/12/2026	7010 Employee Benefits Fund	General Administration-Ins	PERS-HEALTH		94.73
0	02/12/2026	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE COMPANY		3,719.00
0	02/12/2026	7010 Employee Benefits Fund	Unemployment Insurance	EMPLOYMENT DEVELOPMENT DEPT.		7,772.00
0	02/12/2026	0001 General Fund	Office Supplies	QUADIENT FINANCE USA INC		1,000.00
0	02/12/2026	6010 Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		169.77
0	02/12/2026	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE COMPANY		1,156.68
0	02/12/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		72.49
0	02/12/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		372.49
0	02/12/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		437.39
0	02/12/2026	0001 General Fund	Miscellaneous Bills	PERS-HEALTH		1.34
0	02/12/2026	7010 Employee Benefits Fund	Life Insurance	UNUM LIFE INSURANCE COMPANY		1,965.30
0	02/12/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		397.28
0	02/12/2026	6000 Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		169.77
Check Total:						150,726.72
30066	02/12/2026	0001 General Fund	Office Supplies	AAA WORKSPACE		130.39
Check Total:						130.39
30067	02/12/2026	1011 Gas Tax/Street Improvement	Professional Services	ALL ENVIRONMENTAL SERVICES LLC		8,200.50
Check Total:						8,200.50
30068	02/12/2026	7000 Internal Service Fund	Utilities	AMERIGAS - MODESTO		130.39
30068	02/12/2026	7000 Internal Service Fund	Utilities	AMERIGAS - MODESTO		208.84

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						339.23
30069	02/12/2026	0001 General Fund	Communications	AT&T CALNET		287.87
Check Total:						287.87
30070	02/12/2026	7000 Internal Service Fund	Special Departmental Expense	B & B PLUMBING CONSTRUCTION INC		58.31
30070	02/12/2026	7000 Internal Service Fund	Professional Services	B & B PLUMBING CONSTRUCTION INC		187.50
Check Total:						245.81
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		1,211.69
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		385.83
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		1,389.23
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		3,311.54
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		4,064.21
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		1,851.67
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		3,037.10
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		3,599.64
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		386.92
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		3,881.43
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		1,972.67
30071	02/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		3,047.78
Check Total:						28,139.71
30072	02/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		11.01
30072	02/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		40.66
30072	02/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		227.22
30072	02/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		12.03
30072	02/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		48.67
30072	02/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		80.46
30072	02/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		36.84
30072	02/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		30.57
30072	02/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		183.08
30072	02/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		48.46
30072	02/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		101.29
30072	02/12/2026	7000 Internal Service Fund	Small Tools	BIG CREEK LUMBER COMPANY		9.67
30072	02/12/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		75.59
30072	02/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		18.88
Check Total:						924.43
30073	02/12/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		756.00
30073	02/12/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		31.94

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30073	02/12/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		201.40
30073	02/12/2026	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		419.44
					Check Total:	1,408.78
30074	02/12/2026	7000 Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		461.59
					Check Total:	461.59
30075	02/12/2026	6007 1,2,3-TCP Fund	Professional Services	CALGON CARBON		12,600.00
					Check Total:	12,600.00
30076	02/12/2026	0001 General Fund	Training	CITY OF FRESNO		623.00
30076	02/12/2026	0001 General Fund	Training	CITY OF FRESNO		623.00
					Check Total:	1,246.00
30077	02/12/2026	7000 Internal Service Fund	Communications	COMCAST		1,680.49
					Check Total:	1,680.49
30078	02/12/2026	7000 Internal Service Fund	Utilities	COMCAST		272.79
					Check Total:	272.79
30079	02/12/2026	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		792.00
					Check Total:	792.00
30080	02/12/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		498.20
30080	02/12/2026	7000 Internal Service Fund	Professional Services	DELRAY TIRE		192.95
30080	02/12/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		1,117.69
					Check Total:	1,808.84
30081	02/12/2026	0004 Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		326.18
					Check Total:	326.18
30082	02/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		12,557.40
30082	02/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		984.63
30082	02/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		804.75
					Check Total:	14,346.78
30083	02/12/2026	7000 Internal Service Fund	Operations & Maintenance	FORD PRO		88.87

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	88.87 ✓
30084	02/12/2026	7000 Internal Service Fund	Professional Services	FRESNO ROOFING COMPANY, INC.		770.43
					Check Total:	770.43 ✓
30085	02/12/2026	0001 General Fund	Training	MIKE FRIEDBERG		332.59
					Check Total:	332.59 ✓
30086	02/12/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		185.12
					Check Total:	185.12 ✓
30087	02/12/2026	0001 General Fund	Community Center Deposits	CHRISTINA GONZALEZ		350.00
					Check Total:	350.00 ✓
30088	02/12/2026	0001 General Fund	Training	DAVE GOODWIN		132.31
					Check Total:	132.31 ✓
30089	02/12/2026	0001 General Fund	Professional Services	GUARDIAN ALLIANCE TECHNOLOGIES INC		100.00
					Check Total:	100.00 ✓
30090	02/12/2026	7000 Internal Service Fund	Professional Services	HOFFMAN SECURITY		150.00
					Check Total:	150.00 ✓
30091	02/12/2026	0001 General Fund	Professional Services	INDEPENDENT INVESTIGATIONS LLC		1,243.50
					Check Total:	1,243.50 ✓
30092	02/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	JORGENSEN COMPANY		984.73
					Check Total:	984.73 ✓
30093	02/12/2026	6010 Sewer Enterprise Fund	Small Tools	KELLOGG SUPPLY		73.94
30093	02/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		43.64
30093	02/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		456.76
30093	02/12/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	KELLOGG SUPPLY		41.51
					Check Total:	615.85 ✓
30094	02/12/2026	0001 General Fund	Memberships & Subscriptions	LEAGUE OF CALIFORNIA CITIES		15,242.00
30094	02/12/2026	0001 General Fund	Memberships & Subscriptions	LEAGUE OF CALIFORNIA CITIES		314.18

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	15,556.18 ✓
30095	02/12/2026	0001 General Fund	Professional Services	LEIST AND ASSOCIATES		3,562.55
					Check Total:	3,562.55 ✓
30096	02/12/2026	7000 Internal Service Fund	Professional Services	LOPES SEPTIC & PUMPING		150.00
					Check Total:	150.00 ✓
30097	02/12/2026	0001 General Fund	Community Center Deposits	MARCELINA MALDONADO		210.00
					Check Total:	210.00 ✓
30098	02/12/2026	7000 Internal Service Fund	Operations & Maintenance	MC REGIONAL WASTE MGMT. AUTH.		90.00
30098	02/12/2026	7000 Internal Service Fund	Operations & Maintenance	MC REGIONAL WASTE MGMT. AUTH.		90.00
					Check Total:	180.00 ✓
30099	02/12/2026	0001 General Fund	Coed Summer Softball	MCNAMARA SPORTS		110.39
					Check Total:	110.39 ✓
30100	02/12/2026	1020 Parks and Recreation Fund	Special Departmental Expense	MERCED COUNTY AUDITOR CONTROLLER		473.26
					Check Total:	473.26 ✓
30101	02/12/2026	7000 Internal Service Fund	Professional Services	MISTER CAR WASH		624.00
					Check Total:	624.00 ✓
30102	02/12/2026	6010 Sewer Enterprise Fund	Professional Services	MUNICIPAL MAINTENANCE EQUIPMENT		8,700.00
30102	02/12/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		884.26
30102	02/12/2026	7000 Internal Service Fund	Professional Services	MUNICIPAL MAINTENANCE EQUIPMENT		794.00
					Check Total:	10,378.26 ✓
30103	02/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		21.25
30103	02/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		14.12
					Check Total:	35.37 ✓
30104	02/12/2026	6010 Sewer Enterprise Fund	Professional Services	PACE ANALYTICAL SERVICES, LLC		7,959.00
					Check Total:	7,959.00 ✓
30105	02/12/2026	5019 Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		1,485.64
30105	02/12/2026	5011 Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		29.97

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30105	02/12/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		8,521.28
30105	02/12/2026	5002 Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		244.67
30105	02/12/2026	5008 Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		224.83
30105	02/12/2026	5009 Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		1,301.86
30105	02/12/2026	5001 Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		1,864.96
30105	02/12/2026	5006 Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		18.35
30105	02/12/2026	5007 Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		27.28
30105	02/12/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		3,287.59
30105	02/12/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		15,937.01
30105	02/12/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		5,146.33
30105	02/12/2026	5036 Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		475.80
30105	02/12/2026	5017 Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		169.69
30105	02/12/2026	5004 Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		16.65
30105	02/12/2026	5005 Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		55.67
30105	02/12/2026	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		8,715.41
30105	02/12/2026	7000 Internal Service Fund	Operations & Maintenance	PACIFIC GAS & ELECTRIC		1,157.28
30105	02/12/2026	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		31,675.25
30105	02/12/2026	5003 Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		64.65
30105	02/12/2026	5013 Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		26.65
30105	02/12/2026	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		15,394.58
Check Total:						95,841.40
30106	02/12/2026	0001 General Fund	Special Departmental Expense	QUADIENT, INC.		121.56
30106	02/12/2026	0001 General Fund	Rents & Leases	QUADIENT, INC.		36.00
30106	02/12/2026	0001 General Fund	Office Supplies	QUADIENT, INC.		2,891.16
Check Total:						3,048.72
30107	02/12/2026	0001 General Fund	Planning Deposits	RHYOLITE DEVELOPMENT & CONSTRUCTION		964.04
Check Total:						964.04
30108	02/12/2026	0001 General Fund	Rents & Leases	SUN RIDGE SYSTEMS INC		9,250.00
Check Total:						9,250.00
30109	02/12/2026	7000 Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		1,190.68
30109	02/12/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		6,015.58
30109	02/12/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		2,671.51
Check Total:						9,877.77
30110	02/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	TESCO CONTROLS, INC.		1,026.00
Check Total:						1,026.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30111	02/12/2026	0001 General Fund	Professional Services	TRANSUNION RISK AND ALTERNATIVE DATA		115.00
				Check Total:		115.00
30112	02/12/2026	0001 General Fund	Special Departmental Expense	ULINE		303.87
				Check Total:		303.87
30113	02/12/2026	0001 General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		137.14
				Check Total:		137.14
30114	02/12/2026	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		562.50
				Check Total:		562.50
30115	02/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WARD ENTERPRISES		152.14
				Check Total:		152.14
30116	02/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		31.22
30116	02/12/2026	6010 Sewer Enterprise Fund	Small Tools	WINTON HARDWARE		81.20
				Check Total:		112.42
30117	02/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	XYLEM DEWATERING SOLUTIONS INC		772.13
30117	02/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	XYLEM DEWATERING SOLUTIONS INC		625.31
30117	02/12/2026	6010 Sewer Enterprise Fund	Rents & Leases	XYLEM DEWATERING SOLUTIONS INC		4,322.38
30117	02/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	XYLEM DEWATERING SOLUTIONS INC		1,432.24
				Check Total:		7,152.06
				Report Total:		396,673.58

Warrant Summary February 19, 2026

Prepared By: Joseph Murillo, Accounting Technician
Accounts Payable Warrant

Date	Description	Amount
2/13/26 - 2/18/26	Prewrittens (Checks Processed Between Warrants)	\$ -
2/19/2026	Warrant	\$ 471,138.65
Total		\$ 471,138.65

Additional Warrants

Date	Description	Amount
		\$ -
Total		\$ -

Payroll

Date	Description	Amount
		\$ -
Total		\$ -

Grand Total: \$ 471,138.65



Anna Nicholas, Finance Director



Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 2/19/2026 - 9:49 AM



City of
Atwater
 Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	02/19/2026	0001 General Fund	Special Departmental Expense	UBEO WEST LLC		211.50
0	02/19/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		3,693.80
0	02/19/2026	7000 Internal Service Fund	Special Departmental Expense	UBEO WEST LLC		164.28
0	02/19/2026	0001 General Fund	Special Departmental Expense	UBEO WEST LLC		105.75
0	02/19/2026	0001 General Fund	Special Departmental Expense	UBEO WEST LLC		211.50
Check Total:						4,386.83
30118	02/19/2026	0001 General Fund	Special Departmental Expense	AIRGAS USA LLC		145.43
Check Total:						145.43
30119	02/19/2026	0001 General Fund	Training	AMERICAN RIVER COLLEGE		105.50
30119	02/19/2026	0001 General Fund	Training	AMERICAN RIVER COLLEGE		101.00
Check Total:						206.50
30120	02/19/2026	7000 Internal Service Fund	Professional Services	ASSOCIATES LOCK & SAFE SERVICE		127.50
Check Total:						127.50
30121	02/19/2026	0001 General Fund	Communications	AT&T		219.35
Check Total:						219.35
30122	02/19/2026	7000 Internal Service Fund	Communications	AT&T MOBILITY		44.59
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		86.23
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		222.70
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		44.59
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		258.69
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		488.88
30122	02/19/2026	0009 Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		96.03
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		393.39
30122	02/19/2026	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		266.34
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		89.18
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		896.28

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		44.59
30122	02/19/2026	7030 Information Technology Fund	Communications	AT&T MOBILITY		131.12
30122	02/19/2026	7000 Internal Service Fund	Communications	AT&T MOBILITY		44.59
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		177.21
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		90.98
30122	02/19/2026	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		131.72
30122	02/19/2026	7000 Internal Service Fund	Communications	AT&T MOBILITY		86.23
30122	02/19/2026	7030 Information Technology Fund	Communications	AT&T MOBILITY		45.49
30122	02/19/2026	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		45.49
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		318.73
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		1,396.54
30122	02/19/2026	6010 Sewer Enterprise Fund	Communications	AT&T MOBILITY		492.26
30122	02/19/2026	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		578.82
30122	02/19/2026	0001 General Fund	Communications	AT&T MOBILITY		131.72
Check Total:						6,602.39
30123	02/19/2026	6000 Water Enterprise Fund	Professional Services	BLACK WATER CONSULTING ENGINEERING,		17,148.50
Check Total:						17,148.50
30124	02/19/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		63.88
30124	02/19/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
30124	02/19/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
30124	02/19/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		201.40
30124	02/19/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
Check Total:						654.48
30125	02/19/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		129.17
30125	02/19/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	CAL FARM SERVICES		5.39
Check Total:						134.56
30126	02/19/2026	0001 General Fund	Memberships & Subscriptions	CALIFORNIA BUILDING OFFICIALS		275.00
Check Total:						275.00
30127	02/19/2026	7000 Internal Service Fund	Professional Services	CERTIFIED AUTOMOTIVE		126.00
Check Total:						126.00
30128	02/19/2026	7000 Internal Service Fund	Utilities	COMCAST		133.77
Check Total:						133.77
30129	02/19/2026	0001 General Fund	Uniform & Clothing Expense	CRESCENT SUPPLY		140.40

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						140.40
30130	02/19/2026	0001 General Fund	Professional Services	CSG CONSULTANTS, INC.		13,423.00
30130	02/19/2026	0001 General Fund	Inspection Fees	CSG CONSULTANTS, INC.		8,372.00
30130	02/19/2026	0001 General Fund	Inspection Fees	CSG CONSULTANTS, INC.		5,876.00
30130	02/19/2026	0001 General Fund	Professional Services	CSG CONSULTANTS, INC.		200.00
30130	02/19/2026	0001 General Fund	Inspection Fees	CSG CONSULTANTS, INC.		8,418.00
30130	02/19/2026	0001 General Fund	Inspection Fees	CSG CONSULTANTS, INC.		8,060.00
30130	02/19/2026	0001 General Fund	Inspection Fees	CSG CONSULTANTS, INC.		7,644.00
30130	02/19/2026	0001 General Fund	Professional Services	CSG CONSULTANTS, INC.		15,736.00
30130	02/19/2026	0001 General Fund	Professional Services	CSG CONSULTANTS, INC.		2,632.00
30130	02/19/2026	0001 General Fund	Inspection Fees	CSG CONSULTANTS, INC.		6,188.00
30130	02/19/2026	0001 General Fund	Plan Check Fees	CSG CONSULTANTS, INC.		2,954.75
30130	02/19/2026	0001 General Fund	Inspection Fees	CSG CONSULTANTS, INC.		4,732.00
30130	02/19/2026	0001 General Fund	Professional Services	CSG CONSULTANTS, INC.		960.00
Check Total:						85,195.75
30131	02/19/2026	1011 Gas Tax/Street Improvement	Professional Services	MARTIN DURAN		390.00
Check Total:						390.00
30132	02/19/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		153.32
Check Total:						153.32
30133	02/19/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	GARTON TRACTOR INC		213.58
Check Total:						213.58
30134	02/19/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		583.97
30134	02/19/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		58.22
30134	02/19/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	HORIZON DISTRIBUTORS INC		134.84
Check Total:						777.03
30135	02/19/2026	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		193.76
30135	02/19/2026	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		4,719.26
Check Total:						4,913.02
30136	02/19/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		354.02
Check Total:						354.02
30137	02/19/2026	0004 Public Safety Trans & Use Tax	Professional Services	LEXISNEXIS COPLOGIC SOLUTIONS INC		988.80

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	988.80
30138	02/19/2026	0001 General Fund	Training	AMARPREET MAHOLI		186.58
					Check Total:	186.58
30139	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		526.10
30139	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		370.68
					Check Total:	896.78
30140	02/19/2026	0001 General Fund	Professional Services	MERCED COUNTY SHERIFF'S DEPARTMENT		3,698.96
					Check Total:	3,698.96
30141	02/19/2026	5043 Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		270.20
30141	02/19/2026	5031 Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		20.80
30141	02/19/2026	5046 Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		20.80
30141	02/19/2026	5024 Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		62.42
30141	02/19/2026	5045 Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		399.43
30141	02/19/2026	5028 Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		77.09
30141	02/19/2026	6000 Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		9,974.79
30141	02/19/2026	5035 Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		20.80
30141	02/19/2026	5010 Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		122.10
30141	02/19/2026	5030 Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		348.37
30141	02/19/2026	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		6,382.93
30141	02/19/2026	1011 Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		1,090.12
30141	02/19/2026	5032 America West LD	Utilities	MERCED IRRIGATION DISTRICT		170.94
30141	02/19/2026	5034 Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		379.27
30141	02/19/2026	5026 Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		38.58
30141	02/19/2026	5023 Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		585.53
30141	02/19/2026	0001 General Fund	Utilities	MERCED IRRIGATION DISTRICT		926.64
30141	02/19/2026	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		748.92
30141	02/19/2026	5039 Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		732.61
30141	02/19/2026	5009 Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		231.29
30141	02/19/2026	5025 Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		77.09
30141	02/19/2026	5041 Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		664.89
30141	02/19/2026	5036 Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		476.10
					Check Total:	23,821.71
30142	02/19/2026	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
30142	02/19/2026	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
30142	02/19/2026	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	125.25
30143	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		33.84
					Check Total:	33.84
30144	02/19/2026	0001 General Fund	Uniform & Clothing Expense	METRO UNIFORM MERCED		166.85
					Check Total:	166.85
30145	02/19/2026	6020 Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-19,013.33
30145	02/19/2026	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,938.02
30145	02/19/2026	6020 Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		299,114.59
30145	02/19/2026	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,973.44
30145	02/19/2026	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,910.83
30145	02/19/2026	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,791.92
					Check Total:	220,487.05
30146	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		29.94
30146	02/19/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		45.58
					Check Total:	75.52
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		5.97
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		310.57
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-37.63
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		49.67
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		123.04
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-54.38
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		32.60
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		86.96
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		37.63
30147	02/19/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		30.21
30147	02/19/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		26.09
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		2,956.91
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		63.05
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		104.05
30147	02/19/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		21.74
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-2,956.91
30147	02/19/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		26.08
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		14.25
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		162.96
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		44.60
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		20.34

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		995.23
30147	02/19/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		59.24
30147	02/19/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		41.10
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		9.78
30147	02/19/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		63.97
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-467.78
30147	02/19/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		1,771.48
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		181.72
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-14.25
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		20.34
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		12.19
30147	02/19/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		39.12
30147	02/19/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		55.44
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		36.95
30147	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		13.04
30147	02/19/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		22.82
Check Total:						3,908.19
30148	02/19/2026	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		45.96
30148	02/19/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		25.80
Check Total:						71.76
30149	02/19/2026	0001 General Fund	Special Departmental Expense	PACIFIC STORAGE COMPANY		642.10
Check Total:						642.10
30150	02/19/2026	6000 Water Enterprise Fund	Professional Services	PRECISION CIVIL ENGINEERING, INC.		8,044.25
Check Total:						8,044.25
30151	02/19/2026	6000 Water Enterprise Fund	Professional Services	PROVOST & PRITCHARD CONSULTING GROU		7,416.00
Check Total:						7,416.00
30152	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		33.47
30152	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		179.82
30152	02/19/2026	7000 Internal Service Fund	Professional Services	RAZZARI DODGE CHRYSLER JEEP RAM		675.00
30152	02/19/2026	7000 Internal Service Fund	Professional Services	RAZZARI DODGE CHRYSLER JEEP RAM		675.00
30152	02/19/2026	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		456.76
Check Total:						2,020.05
30153	02/19/2026	0001 General Fund	Community Center Deposits	ANTHONY RIVERA		350.00
30153	02/19/2026	0001 General Fund	Community Center Deposits	ANTHONY RIVERA		210.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	560.00
30154	02/19/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	SAFE-T-LITE		113.35
					Check Total:	113.35
30155	02/19/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	SIERRA MATERIALS & TRUCKING COMPANY		272.23
					Check Total:	272.23
30156	02/19/2026	0001 General Fund	Office Supplies	STAPLES		180.35
30156	02/19/2026	0001 General Fund	Special Departmental Expense	STAPLES		171.15
30156	02/19/2026	0001 General Fund	Office Supplies	STAPLES		26.82
30156	02/19/2026	0001 General Fund	Office Supplies	STAPLES		28.25
					Check Total:	406.57
30157	02/19/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		997.33
30157	02/19/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		2,102.22
30157	02/19/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		677.51
					Check Total:	3,777.06
30158	02/19/2026	0001 General Fund	Special Departmental Expense	THE SIGN GUYS		42.96
30158	02/19/2026	0001 General Fund	Fire Marshal Supplies	THE SIGN GUYS		94.96
					Check Total:	137.92
30159	02/19/2026	0001 General Fund	Plan Check Fees	TRUE NORTH COMPLIANCE SERVICES INC		3,000.00
30159	02/19/2026	0001 General Fund	Plan Check Fees	TRUE NORTH COMPLIANCE SERVICES INC		3,406.25
30159	02/19/2026	0001 General Fund	Plan Check Fees	TRUE NORTH COMPLIANCE SERVICES INC		7,093.75
30159	02/19/2026	0001 General Fund	Plan Check Fees	TRUE NORTH COMPLIANCE SERVICES INC		19,937.50
30159	02/19/2026	0001 General Fund	Plan Check Fees	TRUE NORTH COMPLIANCE SERVICES INC		10,937.50
30159	02/19/2026	0001 General Fund	Plan Check Fees	TRUE NORTH COMPLIANCE SERVICES INC		4,812.50
					Check Total:	49,187.50
30160	02/19/2026	6010 Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
30160	02/19/2026	0001 General Fund	Communications	VERIZON WIRELESS		38.37
30160	02/19/2026	6010 Sewer Enterprise Fund	Communications	VERIZON WIRELESS		38.83
30160	02/19/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.01
30160	02/19/2026	7000 Internal Service Fund	Utilities	VERIZON WIRELESS		80.04
30160	02/19/2026	7000 Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
30160	02/19/2026	6000 Water Enterprise Fund	Communications	VERIZON WIRELESS		78.88
					Check Total:	354.15

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30161	02/19/2026	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		6,081.39
30161	02/19/2026	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		2,249.28
30161	02/19/2026	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		291.42
30161	02/19/2026	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		787.91
30161	02/19/2026	6010 Sewer Enterprise Fund	Atwater Blvd Drainage Imprvmts	VVH CONSULTING SERVICES		12,000.00
Check Total:						21,410.00
30162	02/19/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		29.08
30162	02/19/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		9.67
Check Total:						38.75
Report Total:						471,138.65



CITY OF ATWATER

JOINT SPECIAL MEETING CITY COUNCIL AND PLANNING COMMISSION

ACTION MINUTES

January 28, 2026

**Evelyn Chambers Room, Atwater Community Center, 760 E. Bellevue Road,
Atwater, California**

CALL TO ORDER

The Closed Session was called to order at 5:15 PM.

ROLL CALL

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

Absent: Raymond

CLOSED SESSION

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

There was no Public Comment.

CALL TO ORDER

The Special City Council meeting was called to order at 6:00 PM.

INVOCATION:

Provided by Chaplain McClellan

PLEDGE OF ALLEGIANCE:

Led by Mayor Nelson

ROLL CALL

Present: Mayor Nelson, Mayor Pro Tem Cale, Council Members Ambriz, Rochester, Planning Commissioners Conour, Gomez, Mokha, Sanchez-Garcia and Borgwardt

Absent: Raymond

COMMENTS FROM THE PUBLIC

Public comments were received regarding Striping on the streets, community members, various ordinances, developments projects, unity amongst departments, the unhoused community , various parks in the community and permit requirements.

CONSENT CALENDAR:

Items Removed for Separate Consideration and Discussion: Item 2

Motion to approve Consent Calendar as amended.

MOTION: Cale

SECOND: Rochester

ABSENT: Raymond

VOTE: Motion passed.

Approved Items:

- **Item 1:** Warrants – January 15, 2026
- **Item 3:** Adoption of Resolution No. SA 2026-2 approving Budget Amendment No. 4 Amending Fiscal Year 2025-26 Budget to establish revenue budget for a rehabilitation loan repayment funded by the former Atwater Redevelopment Agency Low-and Moderate Income Housing Fund \$61,500 and Cost Recovery for RSG Inc., Consulting services in the amount of \$4,500.00: and Adoption of Resolution No. SA 2026-1 authorizing and directing the City Manager to execute the Assignment and Assumption Agreement and any other agreements or documents required for the transfer of certain real property on behalf of the Successor Agency.

Motion to approve Item 2.

Adoption of Resolution No. 3586-26, authorizing and directing the City Manager to execute and file the Regional Surface Transportation Program (RSTP) Exchange Funds Claim for Fiscal Year 2024/2025 and adoption of Resolution No. 3587-26, approving Budget Amendment No. 1 amending Fiscal Year 25-26 to establish a budget in the Regional Surface Transportation Program (RSTP) Fund, for the RSTP Exchange Funds Claim.

MOTION: Cale

SECOND: Ambriz

ABSENT: Raymond

VOTE: Motion passed

GENERAL PLAN UPDATE:

Review and discuss the Draft General Plan Land Use map, and City Council to provide directions to proceed with finalization of the General Plan and EIR (Ben Ritchie, DeNovo Planning Group)

City Manager Hoem provided background information on this item and introduced Ben Ritchie, Principal of DeNovo Planning Group.

Ben Ritchie gave a PowerPoint presentation regarding the City of Atwater General Plan Status Update.

Mayor Nelson opened public comments regarding this item.

Public comments were received.

City Council Members and Planning Commissioners provided their comments regarding the General Plan.

ADJOURNMENT:

Mayor Nelson adjourned the Special Meeting at 7:48 PM.

APPROVED:

MIKE NELSON
MAYOR

ATTEST:

JANELL MARTIN
ASSISTANT CITY CLERK



CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: February 23, 2026
TO: Mayor and City Council
FROM: Robert Carvalho, CAL Fire Battalion Chief/Fire Marshal
PREPARED BY: Atwater City Fire Department Fire Department, Office Technician
SUBJECT: **Awarding and Approving an Agreement with Elite Maintenance & Tree Service for Weed Abatement Services (CAL Fire Battalion Chief/Fire Marshal Carvalho)**

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3596-26 awarding and approving the General Services Agreement with Elite Maintenance & Tree Service of Ceres, California, in a form approved by the City Attorney, and authorizing and directing the City Manager to execute the agreement on behalf of the City.

I. BACKGROUND/ANALYSIS:

The City desires to enter into an agreement for services with a qualified proposer of weed abatement services who can demonstrate competency and experience in providing services. In addition to experience, the proposer shall provide excellent customer service, minimize City costs and perform thorough and complete services. The City issued a Request for Proposal for Weed Abatement Services on December 16, 2025.

The City issued the RFP for Weed Abatement Services on December 16, 2025, and received a total of one response from qualified firms. The response packet was reviewed by the Fire Department based on predetermined criteria that were included in the RFP package. The City received a proposal from a well-qualified firm that has many years of experience across multiple industries. After review, scoring and evaluation by the Fire Department, the Fire Department selected Elite Maintenance & Tree Service to enter into an agreement to perform weed abatement services for the City.

EMTS, Inc. (Elite) has well over 35 years of experience in the landscape industry and prides itself in offering superior quality work with undeniable work ethics. They are California Incorporated, and have five main operating facilities throughout the state and various satellite yards. As such they have also established vendor-client relationships with several local and nationwide landscape suppliers to accommodate all landscape maintenance supply needs. As an added benefit to clients, they own and make use of

an in-house equipment rental service, Lokes, if any additional heavy equipment is needed.

Once the City enters into agreement with Elite Maintenance & Tree Service, the City will be able to begin referrals of weed abatement service to the external agency, Elite Maintenance & Tree Service, to pursue weed abatement compliance for the City utilizing tools, equipment & chemical applications that can be deployed. Having an established weed abatement services agency in place as a vendor with the City provides an additional method of compliance to reduce fire risk, safeguard homes and businesses, and support the Fire Marshal's Office in protecting life and property.

II. FISCAL IMPACTS:

Funding for the proposed agreement has been included in the current fiscal year budget. Consistent with the City's adopted Fee Schedule, the City will recover the Contractor's actual costs plus a 20% administrative fee.

The item has been reviewed by the Finance Director.

III. LEGAL REVIEW:

The item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

N/A

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

The item has been reviewed by relevant departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to comment on this item.

VIII. ENVIRONMENTAL REVIEW:

This item is not subject to the provisions of the California Environmental Quality Control Act.

IX. STEPS FOLLOWING APPROVAL:

The City Clerk's Office will obtain appropriate signatures and distribute the agreement to all interested parties.

Submitted by:



Robert Carvalho, CAL Fire Battalion Chief

Approved by:



Chris Hoem, City Manager

Attachments:

1. Resolution XXXX-26 Weed Abatement Service - Elite Maintenance & Tree Service



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ATWATER AWARDING AND APPROVING THE GENERAL
SERVICES AGREEMENT WITH ELITE MAINTENANCE &
TREE SERVICE OF CERES, CALIFORNIA, FOR WEED
ABATEMENT SERVICES**

WHEREAS, the City issued the RFP for Weed Abatement Services on December 16, 2025, and received a total of one response from qualified firms. The response packets were reviewed by the Fire Department based on predetermined criteria that were included in the RFP package. The City received a proposal from well-qualified firm that has many years of experience across multiple industries. After review, scoring and evaluation by the Fire Department, the Fire Department selected Elite Maintenance & Tree Service to enter into an agreement to perform weed abatement services for the City. and

WHEREAS, EMTS, Inc. (Elite) has well over 35 years of experience in the landscape industry and prides itself in offering superior quality work with undeniable work ethics. They are California Incorporated and have five main operating facilities throughout the state and various satellite yards. As such they have also established vendor-client relationships with several local and nationwide landscape suppliers to accommodate all landscape maintenance supply needs. As an added benefit to clients, they own and make use of an in-house equipment rental service, Lokes, if any additional heavy equipment is needed; and

WHEREAS, once the City enters into agreement with Elite Maintenance & Tree Service, the City will be able to begin referrals of weed abatement service to the external agency, Elite Maintenance & Tree Service, to pursue weed abatement compliance for the City utilizing tools, equipment & chemical applications that can be deployed. Having an established weed abatement services agency in place as a vendor with the City provides an additional method of compliance to reduce fire risk, safeguard homes and businesses, and support the Fire Marshal's Office in protecting life and property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby award and approve the General Services Agreement with Elite Maintenance & Tree Service of Ceres, California, in a form approved by the City Attorney, and authorizing and directing the City Manager to execute the agreement on behalf of the City.

The foregoing resolution is hereby adopted this 23th day of February 2026.

**AYES:
NOES:
ABSENT:**

APPROVED:

MICHAEL G. NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: February 23, 2026
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Approving a Purchase Agreement (Purchase Order) with Cummins Sales and Service for Repairs on Engine 42** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Approves a Purchase Agreement (Purchase Order) to Cummins Sales and Service of Fresno, California for repairs on Engine 42, in an amount not to exceed \$26,098.36; and authorizes and directs the City Manager or his designee to execute the Agreement (Purchase Order) on behalf of the City.

I. BACKGROUND/ANALYSIS:

Background:

Engine 42, a 2010 Ferrara Fire Apparatus, has served as a frontline emergency response vehicle for the City of Atwater for approximately 16 years, handling fire suppression, medical calls, rescues, and mutual aid. Due to long idle times, heavy operational demands, and constant readiness requirements, emergency vehicles experience significantly more mechanical stress than typical commercial vehicles.

Engine 42 was taken out of service and sent to Cummins to repair a leaking head gasket. During disassembly, technicians removed the cylinder head and discovered two failed valve guides. Based on their inspection, Cummins has recommended replacing the cylinder head assembly and related internal components, including the cylinder liners, pistons, and main bearings.

Analysis:

Fire engines are heavy-duty emergency vehicles built to operate under extreme conditions, and after 16 years of frontline service, significant mechanical wear is expected. The failed valve guides and related findings indicate the engine's internal components are nearing the end of their reliable service life, and addressing only the head gasket would likely lead to continued failures and higher long-term costs. Cummins has recommended a comprehensive rebuild, including replacement of the cylinder head, liners, pistons, and main bearings, rather than a temporary repair. Completing these repairs would extend Engine 42's service life, improve reliability and

readiness, and reduce the risk of catastrophic failure while avoiding premature replacement. Given that a new fire engine can cost close to or more than \$1,000,000, the recommended repairs represent a fiscally responsible investment that protects both public safety and City resources.

The City maintains an agreement with the County for routine maintenance and standard apparatus repairs. Sending an engine to the original manufacturer's shop for rebuild ensures the work is completed by technicians who specialize in the exact engine model and factory specifications. The manufacturer's shop has direct access to proprietary tools, updated technical bulletins, engineering revisions and genuine (Original Equipment Manufacturer) OEM parts. This results in precise machining tolerances, proper calibration and thorough testing procedures that restore the engine to factory performance standards. Additionally, manufacturer rebuilds often include stronger warranty coverage and potentially reduce long-term risk, downtime, and overall lifecycle. This is the same process and facility utilized by the County for its equipment with Cummins engines requiring this extensive repair.

II. FISCAL IMPACTS:

While the repair cost represents an unplanned maintenance expense, it is substantially less than the replacement of the apparatus. Approving the recommended repairs will protect the City's prior capital investment in Engine 42 and provide additional years of dependable service.

Sufficient funding is available in the Fiscal Year 2025-26 Budget, Internal Services Fund, Equipment Maintenance, Professional Services Account No. 7000.9091.3030 and Internal Services Fund, Equipment Maintenance, Operations and Maintenance Account No. 7000.9091.3035.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

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

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all relevant departments.

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

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

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. SM_INV2_634400__



BAR ARD Number: ARD00293082 EPA: CAL000430089
 Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

FRESNO CA BRANCH
 2755 S. CHERRY AVENUE
 FRESNO, CA 93706-
 (559)274-4400

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF ATWATER PUBLIC WORKS D
 470 AVIATOR DR
 ATWATER, CA 95301-

OWNER

CITY OF ATWATER PUB WOR
 470 AVIATOR DR
 ATWATER, CA 95301-
 JOE BURKHARDT - 209 3576370

PAGE 1 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-FEB-2026	15663		ISC CM2150		HME
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
634400		15-DEC-2025	73050985		SPECTR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
238375			108180.2 / 9549		E-42

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

NA

COMPLAINT

FREE INSPECTION
 1. CHECK ENGINE LIGHT RELATED TO JEGG BRAKES
 2. CUSTOMER CONCERNS: IS THIS UN REPAIRABLE? CAN IT BE RE-POWERED?
 3. POSSIBLE HEAD GASKET LEAK.
 NOTE: UNIT CAUGHT FIRE BACK IN 2012

CAUSE

FAILED JAKE BRAKE WIRING HARNESS / QUOTE TO REPAIR HEAD GASKET LEAKING

ECM CODE:

ESN: 73050985
 FAILED JAKE BRAKE WIRING HARNESS / QUOTE TO REPAIR HEAD GASKET LEAKING / FAILED HEAD - BAD VALVE GUIDES

ECM CODE:

ESN: 73050985

CORRECTION

STEAM CLEAN - SINGLE COMPONENT REPAIR
 ELECTRONIC SERVICE TOOL - OPERATE
 TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENTS
 CYLINDER BLOCK - MACHINE COUNTERBORE DEPTH FOR SHIMS, ALL
 CYLINDER HEAD REMOVE AND INSTALL (WITH EGR)
 CRANKCASE BREATHER - REMOVE AND INSTALL
 AFTERTREATMENT DIESEL OXIDATION CATALYST - REMOVE AND INSTALL
 AFTERTREATMENT DIESEL PARTICULATE FILTER - REMOVE AND INSTALL
 WIRING HARNESS, ENGINE BRAKE - REPLACE
 COURTESY VISUAL INSPECTION
 JOB SAFETY ASSESSMENT
 THANK YOU FOR YOUR BUSINESS
 STEAM CLEAN - SINGLE COMPONENT REPAIR
 ELECTRONIC SERVICE TOOL - OPERATE
 TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENTS

Completion date : 16-Dec-2025 01:10PM. Estimate expires : 18-Mar-2026 11:46AM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of the Goods and/or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the payment terms and conditions set forth in this Agreement, including electronic transactions between Customer and Cummins, do not constitute an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided, Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement, including delivery of Goods, shall constitute an alternative form of security for the Customer. Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services or 4,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer;

and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title and interest in such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed orally, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the address set forth in the Quote and/or Invoice.

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60.1-4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



BAR ARD Number: ARD00293082 EPA: CAL000430089
 Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

FRESNO CA BRANCH
 2755 S. CHERRY AVENUE
 FRESNO, CA 93706-
 (559)274-4400

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF ATWATER PUBLIC WORKS D
 470 AVIATOR DR
 ATWATER, CA 95301-

OWNER

CITY OF ATWATER PUB WOR
 470 AVIATOR DR
 ATWATER, CA 95301-
 JOE BURKHARDT - 209 3576370

PAGE 2 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-FEB-2026	15663		ISC CM2150		HME
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
634400		15-DEC-2025	73050985		SPECTR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
238375			108180.2 / 9549		E-42

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN

NA

CYLINDER LINER - REMOVE AND INSTALL, ALL (PISTON REMOVED)
 BEARINGS, MAIN, ROD AND THRUST - REMOVE AND INSTALL, ALL
 CYLINDER BLOCK - MACHINE COUNTERBORE DEPTH FOR SHIMS, ALL
 PISTON AND LINER - REMOVE AND INSTALL, ALL (WITH EGR)
 CYLINDER HEAD REMOVE AND INSTALL (WITH EGR)
 CRANKCASE BREATHER - REMOVE AND INSTALL
 AFTERTREATMENT DIESEL OXIDATION CATALYST - REMOVE AND INSTALL
 AFTERTREATMENT DIESEL PARTICULATE FILTER - REMOVE AND INSTALL
 WIRING HARNESS, ENGINE BRAKE - REPLACE
 COURTESY VISUAL INSPECTION
 JOB SAFETY ASSESSMENT
 THANK YOU FOR YOUR BUSINESS

COVERAGE

CUSTOMER BILLABLE

DIAGNOSTIC CHARGE: 0.00

1 COURTESY INSPECTION COURTESY INSPECTION

PARTS:	0.00
PARTS COVERAGE CREDIT:	0.00 CR
TOTAL PARTS:	0.00
SURCHARGE TOTAL:	0.00
LABOR:	0.00
LABOR COVERAGE CREDIT:	0.00 CR
TOTAL LABOR:	0.00
MISC.:	0.00
MISC. COVERAGE CREDIT:	0.00 CR
TOTAL MISC.:	0.00

Completion date : 16-Dec-2025 01:10PM. Estimate expires : 18-Mar-2026 11:46AM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of the Goods and/or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Cummins' ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the payment terms are not commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement, including but not limited to delivery of Goods, shall be subject to the terms and conditions of the applicable carrier's bill of lading. Customer is responsible for obtaining any necessary permits for the delivery of Goods. Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any of all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR AND SERVICE WHEN AN UNUSUAL AND UNPREDICTABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN. SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer;

and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

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14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed orally, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the address set forth in the Quote and/or Invoice.

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60.1-4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



BAR ARD Number: ARD00293082 EPA: CAL000430089
 Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

FRESNO CA BRANCH
 2755 S. CHERRY AVENUE
 FRESNO, CA 93706-
 (559)274-4400

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF ATWATER PUBLIC WORKS D
 470 AVIATOR DR
 ATWATER, CA 95301-

OWNER

CITY OF ATWATER PUB WOR
 470 AVIATOR DR
 ATWATER, CA 95301-
 JOE BURKHARDT - 209 3576370

PAGE 3 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-FEB-2026	15663		ISC CM2150		HME
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
634400		15-DEC-2025	73050985		SPECTR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
238375			108180.2 / 9549		E-42

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		NA					
2	0	0	5257808	HARNES, WIRING	CECO	64.93	129.86
1	0	0	3959798	GASKET, VALVE COVER	CECO	59.65	59.65
2	0	0	4932615	GASKET, CONNECTION	CECO	5.08	10.16
1	0	0	5529514	GASKET, CYLINDER HEAD	CECO	263.74	263.74
1	0	0	LF9009	PAC, LF	FLG	67.54	67.54
9	0	0	V891001	P BL 1 S GN2 15W-40 BULK	VALVOLINE	14.88	133.92
4	0	0	ZXEDRU1B	RED ANTIFREEZE BULK	P2-OTHER	11.99	47.96
4	0	0	4934278	WASHER, SEALING	CECO	4.32	17.28
4	0	0	3684284	WASHER, SEALING	CECO	9.37	37.48
2	0	0	3049221	SEAL, O RING	CECO	3.87	7.74
6	0	0	3867471	SEAL, O RING	CECO	2.69	16.14
6	0	0	3937142	SEAL, INJECTOR	CECO	4.26	25.56
1	0	0	5633432	KIT, OVERHAUL	CECO	4,607.21	4,607.21
1	0	0	5529501RX	HEAD, CYLINDER	DRC	6,333.95	6,333.95
1	0	0	4942132D	HEAD, CYLINDER	CLEAN	405.00	405.00
-1	0	0	4942132D	HEAD, CYL ISC/QSC ISL/QSL	DIRTY	405.00	- 405.00
6	0	0	5271843	ROD, ENGINE CONNECTING	CECO	202.32	1,213.92
3	0	0	4934545	HARNES, WIRING	CECO	114.83	344.49
8	0	0	3963736	CLIP, WIRE RETAINING	CECO	3.86	30.88
4	0	0	3103015	SEAL, GROMMET	CECO	4.70	18.80
PARTS:							13,366.28

Completion date : 16-Dec-2025 01:10PM. Estimate expires : 18-Mar-2026 11:46AM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of the Goods and/or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Cummins' ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the payment terms are not commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement, including but not limited to delivery of Goods, shall be subject to the terms and conditions of the applicable carrier's bill of lading. Customer's obligation to pay for the Goods, or any other personal property, is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take or any all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) low, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR AND SERVICE WHEN SERVICE FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS IS UNUSUALLY REASONABLY DELAYED. CUMMINS SHALL MAKE A GOOD FAITH EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN. SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first, or (ii) for engines, for a period of ninety (90) days after completion of Services or 900 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer;

and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title and interest in such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed orally, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

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18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the address set forth in the Quote and/or Invoice.

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60.1-4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



BAR ARD Number: ARD00293082 EPA: CAL000430089
 Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

FRESNO CA BRANCH
 2755 S. CHERRY AVENUE
 FRESNO, CA 93706-
 (559)274-4400

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF ATWATER PUBLIC WORKS D
 470 AVIATOR DR
 ATWATER, CA 95301-

OWNER

CITY OF ATWATER PUB WOR
 470 AVIATOR DR
 ATWATER, CA 95301-
 JOE BURKHARDT - 209 3576370

PAGE 4 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-FEB-2026	15663		ISC CM2150		HME
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
634400		15-DEC-2025	73050985		SPECTR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
238375			108180.2 / 9549		E-42

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN NA

PARTS COVERAGE CREDIT:		0.00	CR
TOTAL PARTS:	13,366.28		
SURCHARGE TOTAL:		0.00	
LABOR:		11,616.00	
LABOR COVERAGE CREDIT:		0.00	CR
TOTAL LABOR:	11,616.00		
MISC.:		0.00	
MISC. COVERAGE CREDIT:		0.00	CR
TOTAL MISC.:	0.00		
COUNTY		167.08	
DISTRICT		147.02	
STATE		801.98	

Completion date : 16-Dec-2025 01:10PM. Estimate expires : 18-Mar-2026 11:46AM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

SUB TOTAL:	24,982.28
TOTAL TAX:	1,116.08
TOTAL AMOUNT: US \$	26,098.36

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the performance of Services under this Agreement is not commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement, including but not limited to delivery of Goods, shall be subject to the terms and conditions of the applicable carrier's bill of lading. Customer's obligation to pay for the Goods, or any other personal property, is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR AND SERVICE WHEN AN UNUSUAL AND UNEXPECTED EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN. SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer;

and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed orally, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the address set forth in the Quote and/or Invoice.

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60.1-4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: February 23, 2026
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Approving Specifications and Authorizing Advertising and Calling for Bids for Restriping Various Streets Throughout the City Project** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Approval of specifications and authorizing advertising and calling for bids for Restriping Various Streets Throughout the City, Project No. 26-03, Bid Call Number 735-26.

I. BACKGROUND/ANALYSIS:

At the February 9th, 2026 City Council Meeting, the council had a discussion on how to spend Regional Surface Transportation Program Funding. After council discussion, council directed staff to issue a Call for Bids for the Restriping of Atwater Boulevard between Shaffer Road and First Street, Juniper Avenue between Shaffer Road and First Street, and Bellevue Road between Five Corners and Winton Way.

The specifications and scope of work included in the restriping of these streets, will consist of:

- mobilizing all required resources to complete the work;
- providing temporary traffic control;
- providing erosion, sedimentation, and pollution control;
- removing existing pavement markers;
- removing existing traffic striping and pavement markings: and
- replacing thermoplastic traffic striping and pavement markings, and pavement markers.

This is approximately 10,865 linear feet of restriping (excluding traffic signal intersections). See Exhibit-B in the Call for Bids for a map of the estimated areas included in the Project. The estimated cost of construction is \$220,000. The actual construction cost will be determined after bids are received and staff returns to Council with its recommendation about awarding a construction contract.

II. FISCAL IMPACTS:

There are no fiscal impacts at this time. Once staff receives bids back from contractors, staff will return to council with a budget amendment and contract awarding construction.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

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

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

This item is not considered a "project" under Section 21065 of the Public Resources Code as it will not directly or reasonably indirectly affect the physical environment and therefore is not subject to review or analysis.

IX. STEPS FOLLOWING APPROVAL:

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

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. 26-03 Restriping Various Streets Throughout the City_bid-book_1-of-2
2. 26-03 Restriping Various Streets Throughout the City_bid-book_2-of-2



PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS

AND

SPECIAL PROVISIONS

for

Restriping Various Streets Throughout the City Project

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

BID CALL NO.: 735-26

CITY PROJECT NO.: 26-03

BID OPENING: Wednesday, March 18, 2026 @ 2:00 P.M. PDT

Chris Hoem
City Manager

Date

BID BOOK 1 OF 2

CITY PROJECT NO. 26-03

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

Spencer Supinger, PE

TABLE OF CONTENTS

NOTICE TO BIDDERS	NTB-1
COPY OF BID ITEM LIST	NTB-4
SPECIAL PROVISIONS.....	SP-1
DIVISION I GENERAL PROVISIONS.....	SP-2
1 GENERAL.....	SP-2
2 BIDDING.....	SP-3
3 CONTRACT AWARD AND EXECUTION.....	SP-8
5 CONTROL OF WORK	SP-10
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	SP-12
8 PROSECUTION AND PROGRESS	SP-14
9 PAYMENT.....	SP-14
DIVISION II GENERAL CONSTRUCTION	SP-16
12 TEMPORARY TRAFFIC CONTROL.....	SP-16
13 WATER POLLUTION CONTROL.....	SP-16
14 ENVIRONMENTAL STEWARDSHIP.....	SP-17
15 EXISTING FACILITIES	SP-18
DIVISION III EARTHWORK AND LANDSCAPING	SP-19
17 GENERAL.....	SP-19
DIVISION IV SUBBASES AND BASES	SP-20
23 GENERAL.....	SP-20
DIVISION V SURFACINGS AND PAVEMENTS	SP-21
37 SEAL COATS	SP-21
39 ASPHALT CONCRETE.....	SP-21
DIVISION VIII MISCELLANEOUS CONSTRUCTION.....	SP-23
77 LOCAL INFRASTRUCTURE	SP-23
DIVISION IX TRAFFIC CONTROL DEVICES	SP-24
84 MARKINGS.....	SP-24
DIVISION XI MATERIALS	SP-25
96 GEOSYNTHETICS	SP-25

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS

Bids open Wednesday, March 18, 2026 at 2:00 p.m. Pacific DST

Scope of Work:

The Work generally consists of removing current striping/buttons and restriping roadways (excluding traffic signal intersections) located on Juniper Avenue Ave between First Street and Shaffer Road, Bellevue Road between Winton Way and Shaffer Road, and Atwater Boulevard between First Street and Shaffer Road. Work includes approximately 10,865 linear centerline feet of roadway. All roads included in the project are to be striped "current" to Caltrans standard specifications.

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

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

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

- mobilizing all required resources to complete the Work;
- providing temporary traffic control;
- providing erosion, sedimentation, and pollution control;
- removing existing pavement markers;
- removing existing traffic striping and pavement markings;
- disposing and/or recycling of all removed and excess materials;
- handling and disposing of any and all hazardous materials; and
- replacing thermoplastic traffic striping and pavement markings, and pavement markers.

Contractor will not be required to perform work on any of the crosswalks or Stop bars on intersecting side streets of any of the roadways.

Contractor shall post notice of the project work schedule at all entrances to the Project work area at least one (1) week prior to commencement of any work. "NO PARKING" signs shall be posted at least 72 hours prior to beginning work. Contractor shall arrange for towing of cars, if necessary, in coordination with City. Traffic through the active construction zones shall not be delayed more than ten (10) minutes. One travel lane shall be maintained in each direction with a minimum width of 10 feet (10'). Temporary traffic markers shall be used where required and removed completely prior to completion of the Work. Trained flaggers shall be used when required. The project work area shall be cleaned daily of all construction debris, leaving the area safe and ready for traffic.

The City will receive sealed bids for the **RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY PROJECT.**

Project Number: 26-03
Bid Call Number: 735-26

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

**CITY OF ATWATER, CALIFORNIA
PUBLIC WORKS DEPARTMENT
BID BOOK
FOR RESTRIPIING VARIOUS STREETS
THROUGHTOUT THE CITY PROJECT**

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

The Contractor must have a valid California license of Classification A – General Engineering Contractor, or C-32 – Parking and Highway Improvement, to perform this work.

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

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

Complete work within **30 working days.**

The estimated cost of construction is **\$220,000.**

Copies of plans, special provisions and proposal forms may only be obtained at the office of the City of Atwater, Engineering Division, located at 1350 Broadway Avenue, Atwater, CA, (209) 357-6233, upon request and payment of **\$50.00 per set, which is nonrefundable and includes sales tax.**

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

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

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

Present bidders' inquires in writing to Justin Vinson at the City of Atwater, Public Works Department, 470 Aviator Dr, Atwater, CA 95301; email: jvinson@atwater.org.

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

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is

(800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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

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

City of Atwater

Justin Vinson
Public Works Director

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT

RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

Project Number: 26-03

COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

UNITS OF MEASURE

LS = LUMP SUM

LF = LINEAL FEET

SF = SQUARE FEET

**CITY OF ATWATER
PUBLIC WORKS DEPARTMENT**

SPECIAL PROVISIONS

RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

ORGANIZATION

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

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

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

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

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.07B:

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

Office Engineer: City Engineer

Replace the following definitions in section 1-1.07B:

Department/Department of Transportation: City of Atwater

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

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

Engineer: City Engineer

Specifications: Standard specifications, Special Provisions, and Project Specifications

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

State: City of Atwater

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

Caltrans

Replace section 1-1.12 with:

Make checks and bonds payable to the City of Atwater.

2 BIDDING

Replace section 2-1.06A with:

2-1.06A General

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

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

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

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

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

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

Add to section 2-1.07:

Examine all of the various parts of these Documents if contemplating the submission of a bid, and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing, by **Tuesday, March 10, 2026, at 5:00 p.m.** Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. **Addenda will be issued by Thursday, March 12, 2026 at 5:00 pm.** The City is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to:

**Justin Vinson
City of Atwater
Public Works Department
470 Aviator Dr
Atwater, California 95301
Email: jvinson@atwater.org**

Replace section 2-1.08 with:

Section 2-1.08 BID ITEM DESCRIPTIONS

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

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

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

Bid Item 1 - Mobilization

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

Bid Item 2 – Temporary Traffic Control

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

Bid Item 3 – Erosion, Sedimentation, and Pollution Control

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

Bid Item 4 –Remove Existing Traffic Striping and Pavement Markings

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

Bid Item 5 – Replace Traffic Striping and Pavement Markings

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

Remove section 2-1.18 in its entirety.

Remove section 2-1.27 in its entirety.

Replace paragraph 3 of section 2-1.33A with:

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

Add to the end of section 2-1.33A:

Submit Bids in a sealed envelope addressed to the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301. Each sealed Bid must be plainly marked on the outside as **“BID FOR RESTRIPIING VARIOUS STREETS THROUGHOUT THE CITY PROJECT, Project No. 26-03, to be opened at 2:00 p.m., Wednesday, March 18, 2026”**. If submitting by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301.

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

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

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

Local Business Preference Program Certification	Time of Bid
---	-------------

Replace paragraph 2 of section 2-1.34 with:

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

Add Section 2-1.35:

2-1.35 BID PROTEST

2-1.35A General

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

2-1.35B Procedures

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

Deliver bid protest to the following address:

**City of Atwater Public Works Department
470 Aviator Dr
Atwater, California 95301**

The following conditions apply to all bid protests:

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

2. The party filing the protest must have submitted a bid on the project. A subcontractor of a bidder may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue their own protest.
3. The protesting bidder and any other bidder on the contract must promptly provide any information requested by the City staff as part of such investigation.
4. The Director of Public Works will provide a written response to the protestor within ten (10) business days after receiving the bid protest. The decision of the Director is final.
5. These bid protest procedures do not limit the City's ability to reject all bids

Add to section 2-1.40:

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

Add to section 2-1.46:

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

3 CONTRACT AWARD AND EXECUTION

Add to the end of section 3-1.02A

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

Replace section 3-1.02B with:

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

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

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

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

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

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

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

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

100 percent

Replace Section 3-1.08 with:

Section 2-1.27 Local Business Preference Program

Program Description

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

Good Faith Effort

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

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

Quality and Fitness

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

Local Business Eligibility

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

Enforcement

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

Replace the entirety of section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Contract* form.

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

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

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

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

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

5 CONTROL OF WORK

Replace the entirety of Section 5-1.09:

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

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

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

Replace section 5-1.20E with:

5-1.20E Water Meter Charges

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

1. Meter Deposit: \$559.00 (refundable);
2. Meter Installation: \$47.00;
3. Water Usage: \$5.00 per 1,000 gallons.

These fees will be waived for this project. If need, contractor can request a hydrant meter through the Public Works Department.

Replace the entirety of Section 5-1.23 Submittals with:

SECTION 5-1.23 SUBMITTALS

A. General

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

B. Contractor Responsibilities

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

2. The Contractor shall coordinate submittals with the work so that work will not be delayed. The Contractor shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work related to a submittal until the submittal process is complete.
3. The Contractor shall certify on each submittal document that he has reviewed the submittal, verified field conditions, and complied with the Contract Documents.

C. Transmittal Procedure

1. Unless otherwise specified, submittals regarding material and equipment shall be accompanied by Transmittal Form. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
2. If the Contractor proposes to provide material, equipment, or method of work which deviates from the project requirements, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.
3. If specified or agreed to by the Engineer, electronic submittals may be made in Adobe PDF electronic file format. File resolution must be at least 300 dpi. Each email attachment must not exceed 25 MB in size and the total size of any email message must not exceed 50 MB. Size limits are subject to change based on the policies of the City's use of technology policies and limits. If separate emails are needed to accommodate large files indicate the total number of emails included in the submittal. After submitting electronic files, send a notification of the electronic submittal to the Engineer, including the names of the submitted files. Upon completion of review, the City will return one (1) or more electronic copy, depending on the number of reviewers required.

D. Submittal Review Procedure

1. Review shall not extend to means, methods, techniques, sequences or procedures of construction. Verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically indicated or required by the project) or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.
2. Seven copies, unless otherwise specified during the preconstruction meeting, of all submittals required shall be furnished to the Engineer for review. The Engineer shall review the submittal and return two copies of the marked-up original within 15 working days after receipt of a submittal for review and comment, unless otherwise specified. All shop drawings and layout drawings submittals shall be submitted a minimum of 20 working days before approved submittal drawings will be required for the work.
3. Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

E. Effect of Review of Contractor's Submittals

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

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

Add to section 7-1.02K(2):

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

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

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

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

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

Add to the end of section 7-1.04:

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

Add before paragraph 1 of section 7-1.05A:

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

1. any loss or damage that may happen to the work or any part thereof; and

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

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

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

\$2,000,000.

Replace section 7-1.06G with:

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

Add to section 7-1.06H:

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

8 PROSECUTION AND PROGRESS

Remove paragraphs 1 and 2 in section 8-1.04B

9 PAYMENT

Add to section 9-1.03:

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

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

Caltrans

Delete section 9-1.11

Add to section 9-1.16E(1):

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

Replace section 9-1.16F with:

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

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

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

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

Replace section 9-1.22 with:

Claims must be litigated in a court of competent jurisdiction.

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Add the following to section 12-1.01:

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

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

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

Add to the end of section 12-4.01A:

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

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

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

13 WATER POLLUTION CONTROL

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

13-1.01A Summary

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

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

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

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

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

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

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

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

14 ENVIRONMENTAL STEWARDSHIP

Replace paragraph 2 of section 14-8.02 with:

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

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

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

Add to section 14-9.02:

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

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

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

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

The Contractor is responsible for obtaining construction water.

15 EXISTING FACILITIES

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

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

Replace section 15-1.03c with:

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

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

Replace section 15-1.04 with:

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

DIVISION III EARTHWORK AND LANDSCAPING

17 GENERAL

Replace paragraph 4 of section 17-2.03A with:

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

Replace section 17-2.04 with:

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

DIVISION IV SUBBASES AND BASES

23 GENERAL

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

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

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

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

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

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

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

Replace section 84-1.02 with:

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

Replace section 84-2.04 with:

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



PUBLIC WORKS DEPARTMENT

BID BOOK

For the Construction of
**RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY
PROJECT**

In
The City of Atwater

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

BID CALL NO.: 735-26

CITY PROJECT NO.: 26-03

BID OPENING: Wednesday, March 18, 2026 @ 2:00 P.M. PDT

Chris Hoem
City Manager

Date

BID BOOK 2 OF 2

TABLE OF CONTENTS

BID ITEM CHECKLIST	BF-1
BIDDER INFORMATION	BF-2
BID ITEM LIST	BF-4
LIST OF SUBCONTRACTORS	BF-5
AFFIRMATIVE ACTION PROGRAM CERTIFICATION	BF-6
NONDISCRIMINATION OF INDIVIDUALS WITH DISABILITIES	BF-7
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	BF-8
PUBLIC CONTRACT CODE (STATEMENTS & QUESTIONNAIRE)	BF-9
NONCOLLUSION AFFIDAVIT	BF-10
CITY OF ATWATER LOCAL BUSINESS PREFERENCE PROGRAM QUESTIONNAIRE	BF-11
DEBARMENT & SUSPENSION CERTIFICATE	BF-12
BIDDER'S BOND	BF-13
BID EXECUTION --PART 1	BF-14
BID EXECUTION --PART 2	BF-15
SAMPLE CONSTRUCTION CONTRACT	BF-16
SAMPLE FAITHFUL PERFORMANCE BOND	BF-24
SAMPLE LABORERS AND MATERIALMENS BOND	BF-25

ATTACHMENTS

ATTACHMENT 1: PREVAILING WAGE RATES

ATTACHMENT 2: PLANS

BID ITEM CHECKLIST

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

PROJECT 26-03: RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

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

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

BIDDER INFORMATION

**TO
CITY OF ATWATER
Project No.: 26-03
Bid Call No.: 735-26**

FOR THE CONSTRUCTION OF: RESTRIPING VARIOUS STREETS THROUGHOUT
THE CITY PROJECT

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

TELEPHONE NO.: Area Code ()

FAX NO.: Area Code ()

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

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

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered

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

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

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

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

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

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

CITY OF ATWATER

BID ITEM LIST

RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

PROJECT NO. 26-03
BID CALL NO. 735-26

BASE BID

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	MOBILIZATION	LS	1		
2	TEMPORARY TRAFFIC CONTROL	LS	1		
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1		
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
5	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
TOTAL BID:					

UNITS OF MEASURE

LS = LUMP SUM
LF = LINEAL FEET
SF = SQUARE FEET

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

CITY BID CERTIFICATIONS

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

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

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

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

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

NONDISCRIMINATION OF INDIVIDUALS WITH DISABILITIES

Policy Statement

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

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

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

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

NON-DISCRIMINATION CERTIFICATION

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE (STATEMENTS & QUESTIONNAIRE)

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

NONCOLLUSION AFFIDAVIT

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

To the City of Atwater.

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

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

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

CITY OF ATWATER LOCAL BUSINESS PREFERENCE PROGRAM QUESTIONNAIRE

City of Atwater Code of Ordinances 03.04.270

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

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

The bidder intends to qualify for the City of Atwater Local Business Preference Program:	NO <input type="checkbox"/>
	YES <input type="checkbox"/>

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

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

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

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

Attach Good Faith Effort Documentation to this form.

DEBARMENT & SUSPENSION CERTIFICATE

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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

**CITY OF ATWATER
BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
_____ as Principal, and
_____, as surety,

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 2026.

_____(Seal)

_____(Seal)

_____(Seal)

PRINCIPAL

_____(Seal)

_____(Seal)

_____(Seal)

SURETY

ADDRESS _____

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

BID EXECUTION --PART 1
RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY PROJECT
PROJECT NO. 26-03
BID CALL NO. 735-26

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

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

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

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

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

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

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

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

BID EXECUTION –PART 2
RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY PROJECT
PROJECT NO. 26-03
BID CALL NO. 735-26

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

Date

Signature of Bidder

Name (Print)

Title

Business Name:

Business Address:

SAMPLE CONSTRUCTION CONTRACT

This GENERAL CONSTRUCTION CONTRACT (“Contract”) is made by and between the CITY OF ATWATER, a California municipal corporation (“City”) and _____ (“Contractor”) as of _____, 2026. City and Contractor shall be referred to herein separately as a “Party” and collectively as “Parties”.

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

- A. This Contract;
- B. Plans and Specifications for **PROJECT NO. 26-03**;
- C. Special Provisions for **PROJECT NO. 26-03**;
- D. Notice to Contractors;
- E. Proposal to the City of Atwater;
- F. Performance Bond;
- G. Labor and Material Bond;
- H. Current edition of the Caltrans Standard Specifications;
- I. Current edition of the Caltrans Standard Plans;
- J. The latest revisions to the General Prevailing Wage Rates; and
- K. Any Published Addenda

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

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

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with the Contract Documents, and in the manner designated in, and in strict conformity with, the Project Plans and Specifications for PROJECT NO. 26-03, entitled, “PROJECT NO. 26-03 – RESTRIPIING VARIOUS STREETS THROUGHOUT THE CITY PROJECT” for construction in Atwater, Merced County, California. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City or its representative. The City hereby designates the City Engineer as its representative for the purpose of this Contract.

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

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

TOTAL BID SCHEDULE ITEMS 1 THROUGH 5 \$ _____

Name of Bidder or Firm: _____

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

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

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

If to Contractor: _____

If to Surety:

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

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

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

A. Minimum Scope of Insurance.

1. Commercial General Liability coverage at least as broad as the Insurance Services Office, Inc. (ISO Form CG 00 01) with limits of liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance forms or other forms with a general aggregate limit are used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000.
2. An Additional Insured Endorsement to the Commercial General Liability coverage form naming the City as an insured at least as broad as ISO form CG 20 37 10 01 entitled ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS.
3. Business Auto Liability coverage at least as broad as ISO form CA 00 01 with limits of liability of at least \$1,000,000 combined single limit per accident for bodily injury and property damage, covering any automobile owned, leased, hired or borrowed by the Contractor, its agents, representatives, or employees, or for which the Contractor is responsible.

4. An Automobile Liability Special Endorsement at least as broad as Exhibit 1 (attached) to the Business Auto Liability form naming the City as an insured with regard to damages and the defense of claims arising out of use of any automobile for which the Contractor is responsible. (In the alternative, the Contractor may provide a Designated Insured Endorsement form at least as broad as ISO Form CA 00 01).
5. Workers' Compensation coverage for the Contractor's employees with limits as required by California law, and Employers Liability coverage with limits of liability of at least \$1,000,000 per accident or occurrence.
6. A Certificate of Liability Insurance showing evidence of the above liability coverages prior to the commencement of work.

B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. General Liability: \$1,000,000

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

C. Deductibles and Self-Insured Retentions.

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

D. Other Insurance Provisions.

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

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

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

2. For any claims related to this project, the Contractor's liability insurance coverage shall be primary insurance as respects the City, its officers, public officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
5. The Contractor agrees that any and all liability insurance coverages available to it as a named insured will be applicable to the City as an Additional Insured.
6. If other than ISO forms are used by the insurer(s) for the Contractor, each form used will require individual review and approval by the City of Ripon.

E. Acceptability of Commercial Insurers.

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

F. Verification of Coverage.

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

G. Subcontractors.

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

H. For Construction Risks.

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

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

1. The City shall be named as loss payee; and
2. The insurer shall waive all rights of subrogation against the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

By: _____
Kory J. Billings, City Clerk

By: _____
Chris Hoem, City Manager

APPROVED AS TO FORM:

(Here in called Contractor)

By: _____
Frank Splendorio, City Attorney

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

ACCOUNT DATA:

LICENSE NO. _____

PROJECT NO. 26-03

TAXPAYER I.D. NO. _____

Contract No. _____

VENDOR NO. _____

Project Account No./Amount:

ADDRESS: _____

_____ / \$ _____

PHONE: _____

FAX: _____

EMAIL: _____

By: _____
Finance Director Verification

(SEAL)

SAMPLE FAITHFUL PERFORMANCE BOND

(Contract)

WHEREAS, the City of Atwater, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 26-03**; and,

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

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

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

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

By: _____

PRINCIPAL

By: _____

SURETY

SAMPLE LABORERS AND MATERIALMENS BOND

(Contract)

WHEREAS, the City of Atwater, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 26-03**; and,

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

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

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

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

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

By: _____

PRINCIPAL

By: _____

SURETY

ATTACHMENT 1: PREVAILING WAGE RATES

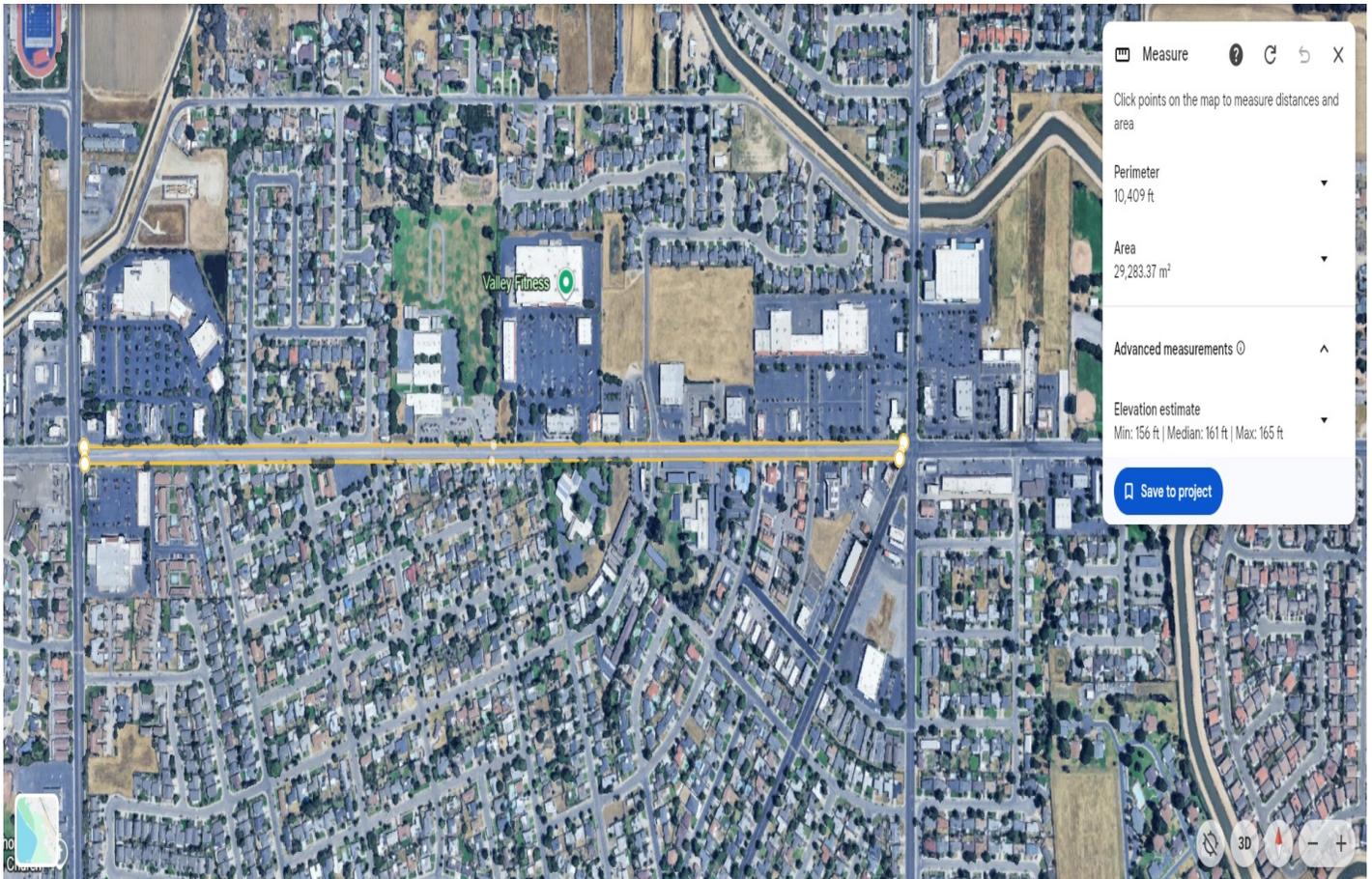
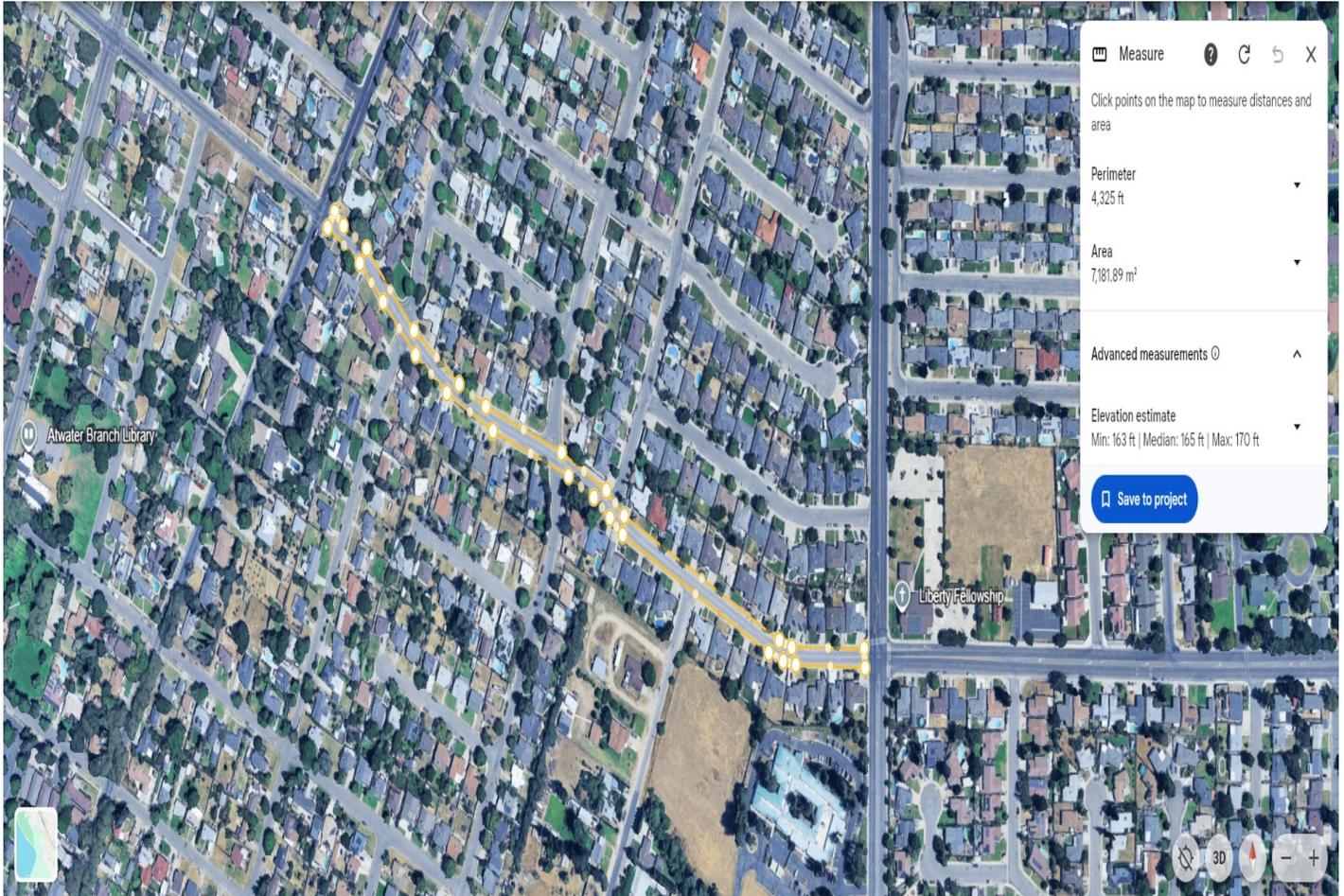
FEDERAL MINIMUM WAGES MAY BE VIEWED AT THE FOLLOWING LINK:

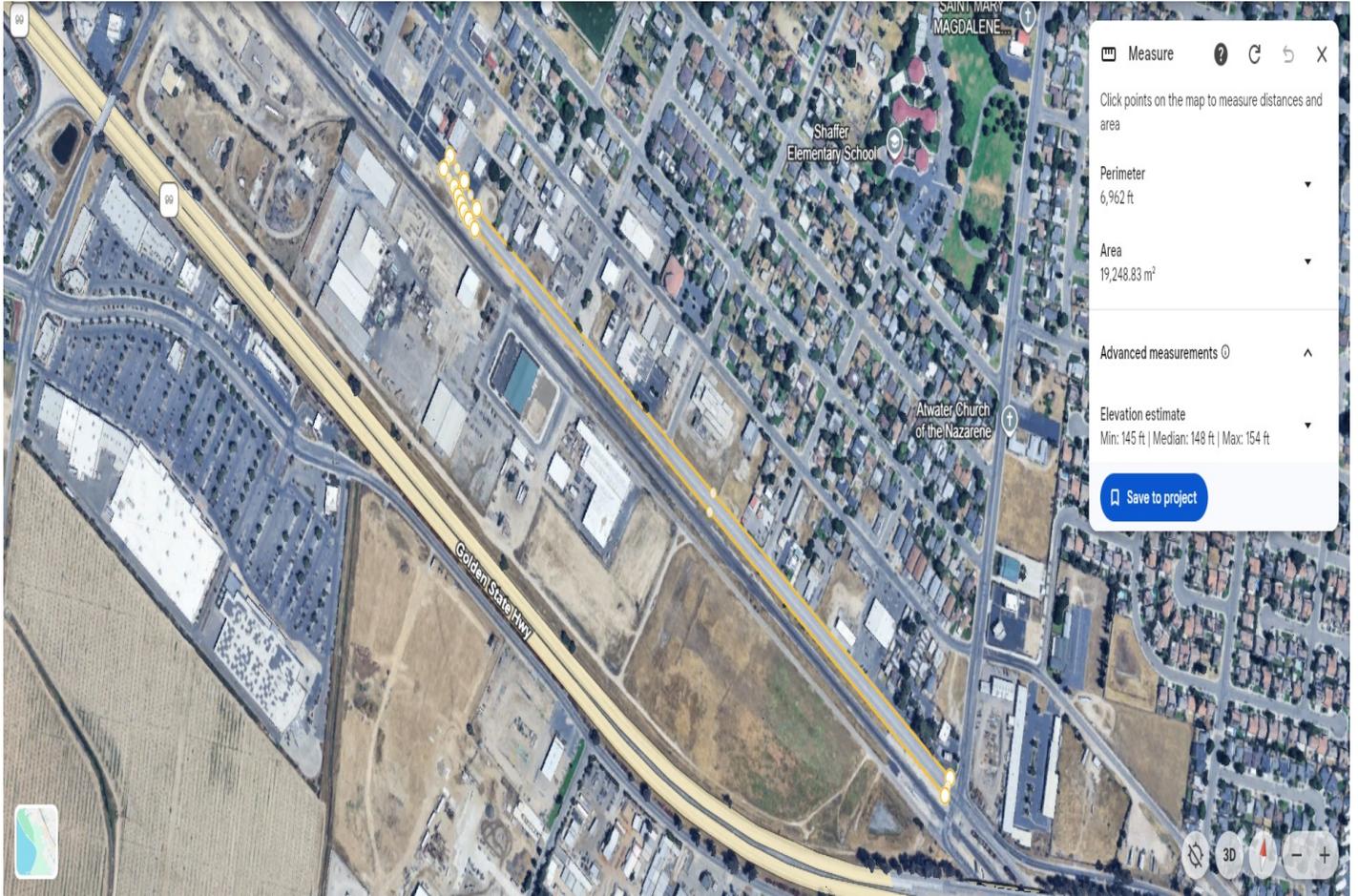
<https://sam.gov/content/wage-determinations>

GENERAL PREVAILING WAGE RATE (CALIFORNIA) MAY BE VIEWED AT THE FOLLOWING LINK:

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

ATTACHMENT 2: PLANS







CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: February 23, 2026
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Approving Specifications and Authorizing and Calling for Bids for Overlaying Various Streets Throughout the City Project (Public Works Director Vinson)**

RECOMMENDED COUNCIL ACTION

Approval of specifications and authorizing advertising and calling for bids for Overlaying Various Streets Throughout the City, Project No. 26-04, Bid Call Number 736-26.

I. BACKGROUND/ANALYSIS:

At the February 9th, 2026 City Council Meeting, the council had a discussion on how to spend Regional Surface Transportation Program Funding. After council discussion, council directed staff to issue a Call for Bids for Overlaying of Shaffer Road between Atwater Boulevard and Juniper Avenue, Mitchell Avenue between Winton Way and the Atwater Canal, Carter Way between Winton Way and Springwood Drive, Cedar Avenue between First Street and Winton Way, and Drakeley between First Street and Winton Way.

The specifications and scope of work included in the overlays of the streets, will consist of:

- mobilizing all required resources to complete the work;
- providing temporary traffic control;
- providing erosion, sedimentation, and pollution control;
- removing existing pavement by wedge grind;
- removing existing pavement markers;
- removing existing traffic striping and pavement markings by grinding;
- disposing and/or recycling of all removed and excess materials;
- handling and disposing of any and all hazardous materials;
- repairing and filling existing pavement cracks, potholes, and boils;
- leveling low/depressed areas of existing pavement;
- replacing damaged traffic signal detector loops and lead-in cables;

- raising existing utility covers to finish grade;
- cleaning loose sand, dirt, debris, and other contaminants from existing pavement;
- applying asphalt binder tack coat and sealant;
- installing geosynthetic pavement fabric;
- placing and compacting 1.5" Type A HMA pavement overlay with 1/2" max. aggregate size; and
- replacing thermoplastic traffic striping and pavement markings, and pavement markers.

This is up to approximately 455,250 square feet of pavement overlay. This will also include approximately 50 feet of overlay on intersecting streets that do not have a valley gutter. See Exhibit-B for a map of the estimated areas included in the Project. The estimated cost of construction is up to \$1,104,000. The actual construction cost will be determined after bids are received and staff returns to Council with its recommendation about awarding a construction contract.

II. FISCAL IMPACTS:

There are no fiscal impacts at this time. Once staff receives bids back from contractors, staff will return to council with a budget amendment and contract awarding construction.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

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

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

This item is not considered a "project" under Section 21065 of the Public Resources

Code as it will not directly or reasonably indirectly affect the physical environment and therefore is not subject to review or analysis.

IX. STEPS FOLLOWING APPROVAL:

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

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. 26-04 Overlaying Various Streets Throughout the City_bid-book_1-of-2
2. 26-04 Overlaying Various Streets Throughout the City_bid-book_2-of-2



PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS

AND

SPECIAL PROVISIONS

for

Overlaying Various Streets Throughout the City Project

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

BID CALL NO.: 736-26

CITY PROJECT NO.: 26-04

BID OPENING: Thursday, March 19, 2026 @ 2:00 P.M. PDT

Chris Hoem
City Manager

Date

BID BOOK 1 OF 2

CITY PROJECT NO. 26-04

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

Spencer Supinger, PE

Spencers Stamp Here

TABLE OF CONTENTS

NOTICE TO BIDDERS	NTB-1
COPY OF BID ITEM LIST	NTB-4
SPECIAL PROVISIONS.....	SP-1
DIVISION I GENERAL PROVISIONS.....	SP-2
1 GENERAL.....	SP-2
2 BIDDING.....	SP-3
3 CONTRACT AWARD AND EXECUTION.....	SP-8
5 CONTROL OF WORK	SP-10
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	SP-12
8 PROSECUTION AND PROGRESS	SP-14
9 PAYMENT.....	SP-14
DIVISION II GENERAL CONSTRUCTION	SP-16
12 TEMPORARY TRAFFIC CONTROL.....	SP-16
13 WATER POLLUTION CONTROL.....	SP-16
14 ENVIRONMENTAL STEWARDSHIP.....	SP-17
15 EXISTING FACILITIES	SP-18
DIVISION III EARTHWORK AND LANDSCAPING	SP-19
17 GENERAL.....	SP-19
DIVISION IV SUBBASES AND BASES	SP-20
23 GENERAL.....	SP-20
DIVISION V SURFACINGS AND PAVEMENTS	SP-21
37 SEAL COATS	SP-21
39 ASPHALT CONCRETE.....	SP-21
DIVISION VIII MISCELLANEOUS CONSTRUCTION.....	SP-23
77 LOCAL INFRASTRUCTURE	SP-23
DIVISION IX TRAFFIC CONTROL DEVICES	SP-24
84 MARKINGS.....	SP-24
DIVISION XI MATERIALS	SP-25
96 GEOSYNTHETICS	SP-25

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT
NOTICE TO BIDDERS

Bids open Thursday, March 19, 2026 at 2:00 p.m. Pacific DST

Scope of Work:

The Base Work generally consists of a 1.5-inch pavement overlay located on Shaffer Road between Atwater Blvd and Juniper Avenue; Carter Way between Winton Way and Springwood Drive; and Mitchell Street between the Atwater Canal and approximately 250 feet east of the intersection of Mitchell Street and Willow Steet. Additive Alternative #1 includes Cedar Avenue between First Street and approximately 70' west of Seventh Street. Additive Alternative #2 includes Drakeley Avenue between First Street and approximately 320' west of Seventh Street. Base bid and Alternatives include approximately 50 lineal feet of conform overlay paving on each intersecting street (unless intersection street has a valley gutter, then conform will stop at valley gutter). The Base Work includes approximately 300,150 square feet of existing surfaced roadway or approximately 6,290 linear centerline feet of roadway, including side street conforms measured to the centerline of all roads. Additive Alternative #1 includes approximately 76,100 square feet of existing surfaced roadway or approximately 2,170 linear centerline feet of roadway, including side street conforms measure to the centerline of all roads. Additive Alternative #2 includes approximately 79,000 square feet of existing surfaced roadway or approximately 2,500 linear centerline feet of roadway, including side street conforms measured to the centerline of all roads. All roads included in the project are to be paved "current" to Caltrans standard specifications.

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

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

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

- mobilizing all required resources to complete the Work;
- providing temporary traffic control;
- providing erosion, sedimentation, and pollution control;
- removing existing pavement by wedge grind;
- removing existing pavement markers;
- removing existing traffic striping and pavement markings by grinding;
- disposing and/or recycling of all removed and excess materials;
- handling and disposing of any and all hazardous materials;
- repairing and filling existing pavement cracks, potholes, and boils;
- leveling low/depressed areas of existing pavement;
- replacing damaged traffic signal detector loops and lead-in cables;
- raising existing utility covers to finish grade; (Base Bid: Approx 19 sewer/storm/cable manholes; 65 G5 water/monument/gas valve/sewer cleanout; Additive Alternative #1 Approx 11 sewer/storm/cable manholes; 12 G5 water/monument/gas valve; Additive Alternative #2 Approx 9 sewer/storm/cable manholes; 15 G5 water/monument/gas valve) Contractor to verify before bid.
- cleaning loose sand, dirt, debris, and other contaminants from existing pavement;
- applying asphalt binder tack coat and sealant;

- installing geosynthetic pavement fabric;
- placing and compacting 1.5" Type A HMA pavement overlay with 1/2" max. aggregate size; and
- replacing thermoplastic traffic striping and pavement markings, and pavement markers.

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

Contractor shall post notice of the project work schedule at all entrances to the Project work area at least one (1) week prior to commencement of any work. "NO PARKING" signs shall be posted at least 72 hours prior to beginning work. Contractor shall arrange for towing of cars, if necessary, in coordination with City. Traffic through the active construction zones shall not be delayed more than ten (10) minutes. One travel lane shall be maintained in each direction with a minimum width of 10 feet (10'). Temporary traffic markers shall be used where required and removed completely prior to completion of the Work. Trained flaggers shall be used when required. The project work area shall be cleaned daily of all construction debris, leaving the area safe and ready for traffic.

The City will receive sealed bids for the **OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT.**

Project Number: 26-04
 Bid Call Number: 736-26

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

**CITY OF ATWATER, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 BID BOOK
 FOR THE CONSTRUCTION OF
 OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT**

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

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

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

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

Complete work within **30 working days.**

The estimated cost of the base bid construction is **\$727,000.**
 The estimated cost of Additive Alternative #1 is **\$185,000.**
 The estimated cost of Additive Alternative #2 is **\$192,000.**

Copies of plans, special provisions and proposal forms may only be obtained at the office of the City of Atwater, Engineering Division, located at 1350 Broadway Avenue, Atwater, CA, (209) 357-6233, upon request and payment of **\$50.00 per set, which is nonrefundable and includes sales tax.**

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

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

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

Present bidders' inquires in writing to Justin Vinson at the City of Atwater, Public Works Department, 470 Aviator Dr, Atwater, CA 95301; email: jvinson@atwater.org.

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

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

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

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

City of Atwater

Justin Vinson
Public Works Director

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT

**OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY
PROJECT**

Project Number: 26-04

**COPY OF BID ITEM LIST
(NOT TO BE USED FOR BIDDING PURPOSES)**

BASE BID

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	11,960
6	REPAIR EXISTING AC PAVEMENT	SF	300,150
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1
8	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	300,150
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

ADDITIVE ALTERNATIVE #1

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	4,040
6	REPAIR EXISTING AC PAVEMENT	SF	76,100
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1
8	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	76,100
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

ADDITIVE ALTERNATIVE #2

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	4,500
6	REPAIR EXISTING AC PAVEMENT	SF	79,000
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1
8	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	79,000
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

UNITS OF MEASURE

LS = LUMP SUM
LF = LINEAL FEET
SF = SQUARE FEET

**CITY OF ATWATER
PUBLIC WORKS DEPARTMENT**

SPECIAL PROVISIONS

**OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY
PROJECT**

ORGANIZATION

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

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

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

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

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.07B:

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

Office Engineer: City Engineer

Replace the following definitions in section 1-1.07B:

Department/Department of Transportation: City of Atwater

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

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

Engineer: City Engineer

Specifications: Standard specifications, Special Provisions, and Project Specifications

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

State: City of Atwater

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

Caltrans

Replace section 1-1.12 with:

Make checks and bonds payable to the City of Atwater.

2 BIDDING

Replace section 2-1.06A with:

2-1.06A General

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

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

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

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

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

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

Add to section 2-1.07:

Examine all of the various parts of these Documents if contemplating the submission of a bid, and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing, by **Wednesday, March 11, 2026, at 5:00 p.m.** Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. **Addenda will be issued by Friday, March 13, 2026 at 5:00 pm.** The City is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to:

**Justin Vinson
City of Atwater
Public Works Department
470 Aviator Dr
Atwater, California 95301
Email: jvinson@atwater.org**

Replace section 2-1.08 with:

Section 2-1.08 BID ITEM DESCRIPTIONS

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

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

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

Bid Item 1 - Mobilization

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

Bid Item 2 – Temporary Traffic Control

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

Bid Item 3 – Erosion, Sedimentation, and Pollution Control

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

Bid Item 4 –Remove Existing Traffic Striping and Pavement Markings

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

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

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

Bid Item 6 – Repair Existing AC Pavement

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

Bid Item 7 – Raise Existing Utilities Covers to Finish Grade

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

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

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

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

Bid Item 9 – Replace Traffic Striping and Pavement Markings

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

Remove section 2-1.18 in its entirety.

Remove section 2-1.27 in its entirety.

Replace paragraph 3 of section 2-1.33A with:

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

Add to the end of section 2-1.33A:

Submit Bids in a sealed envelope addressed to the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301. Each sealed Bid must be plainly marked on the outside as **“BID FOR OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY, Project No. 26-04, to be opened at 2:00 p.m., Thursday, March 19, 2026”**. If submitting by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301.

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

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

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

Local Business Preference Program Certification	Time of Bid
---	-------------

Replace paragraph 2 of section 2-1.34 with:

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

Add Section 2-1.35:

2-1.35 BID PROTEST

2-1.35A General

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

2-1.35B Procedures

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

Deliver bid protest to the following address:

**City of Atwater Public Works Department
470 Aviator Dr
Atwater, California 95301**

The following conditions apply to all bid protests:

1. The bid protest must contain a complete statement of the basis for the protest. The bid protest must identify and explain the factual and legal grounds for the protest, state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. Any written materials the protesting bidder believes to be necessary to support the bid protest must be attached to the bid protest. The protest must include the name, address, telephone number, e-mail, and facsimile number of the person representing the protesting party.
2. The party filing the protest must have submitted a bid on the project. A subcontractor of a bidder may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue their own protest.

3. The protesting bidder and any other bidder on the contract must promptly provide any information requested by the City staff as part of such investigation.
4. The Director of Public Works will provide a written response to the protestor within ten (10) business days after receiving the bid protest. The decision of the Director is final.
5. These bid protest procedures do not limit the City's ability to reject all bids

Add to section 2-1.40:

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

Add to section 2-1.46:

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

3 CONTRACT AWARD AND EXECUTION

Add to the end of section 3-1.02A

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

Replace section 3-1.02B with:

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

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

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

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

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

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

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

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

100 percent

Replace Section 3-1.08 with:

Section 2-1.27 Local Business Preference Program

Program Description

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

Good Faith Effort

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

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

Quality and Fitness

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

Local Business Eligibility

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

Enforcement

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

Replace the entirety of section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Contract* form.

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

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

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

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

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

5 CONTROL OF WORK

Replace the entirety of Section 5-1.09:

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

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

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

Replace section 5-1.20E with:

5-1.20E Water Meter Charges

The City can provide construction water. The Fiscal Year 2025-26 costs for construction water supplied from fire hydrants, per City Council Resolution 3537-25, are as follows:

1. Meter Deposit: \$559.00 (refundable);
2. Meter Installation: \$47.00;
3. Water Usage: \$5.00 per 1,000 gallons.

These fees will be waived for this project, but contractor will still need to obtain a hydrant meter.

Replace the entirety of Section 5-1.23 Submittals with:

SECTION 5-1.23 SUBMITTALS

A. General

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

B. Contractor Responsibilities

1. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the City. The Contractor shall coordinate submittals among his subcontractors and suppliers including those submittals complying with unit responsibility requirements specified in applicable technical sections.
2. The Contractor shall coordinate submittals with the work so that work will not be delayed. The Contractor shall coordinate and schedule different categories of submittals, so that one will not

be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work related to a submittal until the submittal process is complete.

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

C. Transmittal Procedure

1. Unless otherwise specified, submittals regarding material and equipment shall be accompanied by Transmittal Form. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
2. If the Contractor proposes to provide material, equipment, or method of work which deviates from the project requirements, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.
3. If specified or agreed to by the Engineer, electronic submittals may be made in Adobe PDF electronic file format. File resolution must be at least 300 dpi. Each email attachment must not exceed 25 MB in size and the total size of any email message must not exceed 50 MB. Size limits are subject to change based on the policies of the City's use of technology policies and limits. If separate emails are needed to accommodate large files indicate the total number of emails included in the submittal. After submitting electronic files, send a notification of the electronic submittal to the Engineer, including the names of the submitted files. Upon completion of review, the City will return one (1) or more electronic copy, depending on the number of reviewers required.

D. Submittal Review Procedure

1. Review shall not extend to means, methods, techniques, sequences or procedures of construction. Verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically indicated or required by the project) or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.
2. Seven copies, unless otherwise specified during the preconstruction meeting, of all submittals required shall be furnished to the Engineer for review. The Engineer shall review the submittal and return two copies of the marked-up original within 15 working days after receipt of a submittal for review and comment, unless otherwise specified. All shop drawings and layout drawings submittals shall be submitted a minimum of 20 working days before approved submittal drawings will be required for the work.
3. Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

E. Effect of Review of Contractor's Submittals

1. Review of contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer

or the City, or by any employee thereof, and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed.

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

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

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

Replace the entirety of Section 5-1.25 with:

Section 5-1.25 SURVEY MONUMENT PRESERVATION

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

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

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

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

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

Add to section 7-1.02K(2):

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

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

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

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

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

Add to the end of section 7-1.04:

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

Add before paragraph 1 of section 7-1.05A:

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

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

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

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

\$2,000,000.

Replace section 7-1.06G with:

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

Add to section 7-1.06H:

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

8 PROSECUTION AND PROGRESS

Remove paragraphs 1 and 2 in section 8-1.04B

9 PAYMENT

Add to section 9-1.03:

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

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

Caltrans

Delete section 9-1.11

Add to section 9-1.16E(1):

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

Replace section 9-1.16F with:

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

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

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

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

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

Replace section 9-1.22 with:

Claims must be litigated in a court of competent jurisdiction.

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Add the following to section 12-1.01:

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

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

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

Add to the end of section 12-4.01A:

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

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

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

13 WATER POLLUTION CONTROL

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

13-1.01A Summary

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

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

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

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

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

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

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

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

14 ENVIRONMENTAL STEWARDSHIP

Replace paragraph 2 of section 14-8.02 with:

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

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

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

Add to section 14-9.02:

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

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

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

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

The Contractor is responsible for obtaining construction water.

15 EXISTING FACILITIES

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

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

Replace section 15-1.03c with:

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

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

Replace section 15-1.04 with:

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

DIVISION III EARTHWORK AND LANDSCAPING

17 GENERAL

Replace paragraph 4 of section 17-2.03A with:

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

Replace section 17-2.04 with:

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

DIVISION IV SUBBASES AND BASES

23 GENERAL

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

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

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

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

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

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

DIVISION V SURFACINGS AND PAVEMENTS

37 SEAL COATS

Replace paragraph 1 of section 37-6.03 with:

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

Replace 37-6.04 with:

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

39 ASPHALT CONCRETE

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

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

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

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

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

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

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

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

Add to section 39-2.02A(1):

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

Replace section 39-2.02B(3) with:

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

Replace section 39-2.06D with:

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

Replace section 39-3.01D with:

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

Replace section 39-3.04D with:

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

DIVISION VIII MISCELLANEOUS CONSTRUCTION

77 LOCAL INFRASTRUCTURE

Replace Section 77-1 with:

77-1 UTILITY RELOCATION

77-1.01 GENERAL

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

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

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

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

Replace section 84-1.02 with:

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

Replace section 84-2.04 with:

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

DIVISION XI MATERIALS

96 GEOSYNTHETICS

Add to paragraph 1 of section 96-1.02J:

Paving fabric shall be PETROMAT® 4598 or approved equal.



PUBLIC WORKS DEPARTMENT

BID BOOK

For the Construction of
**OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY
PROJECT**

In
The City of Atwater

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

BID CALL NO.: 736-26

CITY PROJECT NO.: 26-04

BID OPENING: Thursday, March 19, 2026 @ 2:00 P.M. PDT

Chris Hoem
City Manager

Date

BID BOOK 2 OF 2

TABLE OF CONTENTS

BID ITEM CHECKLIST	BF-1
BIDDER INFORMATION	BF-2
BID ITEM LIST	BF-4
LIST OF SUBCONTRACTORS	BF-5
AFFIRMATIVE ACTION PROGRAM CERTIFICATION	BF-6
NONDISCRIMINATION OF INDIVIDUALS WITH DISABILITIES	BF-7
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	BF-8
PUBLIC CONTRACT CODE (STATEMENTS & QUESTIONNAIRE)	BF-9
NONCOLLUSION AFFIDAVIT	BF-10
CITY OF ATWATER LOCAL BUSINESS PREFERENCE PROGRAM QUESTIONNAIRE	BF-11
DEBARMENT & SUSPENSION CERTIFICATE	BF-12
BIDDER'S BOND	BF-13
BID EXECUTION --PART 1	BF-14
BID EXECUTION --PART 2	BF-15
SAMPLE CONSTRUCTION CONTRACT	BF-16
SAMPLE FAITHFUL PERFORMANCE BOND	BF-24
SAMPLE LABORERS AND MATERIALMENS BOND	BF-25

ATTACHMENTS

ATTACHMENT 1: PREVAILING WAGE RATES

ATTACHMENT 2: PLANS

BID ITEM CHECKLIST

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

PROJECT 26-04: OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY OVERLAY PROJECT

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

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

BIDDER INFORMATION

**TO
CITY OF ATWATER
Project No.: 26-04
Bid Call No.: 736-26**

FOR THE CONSTRUCTION OF: OVERLAYING VARIOUS STREETS THROUGHOUT
THE CITY PROJECT

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

TELEPHONE NO.: Area Code () _____

FAX NO.: Area Code () _____

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

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

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered

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

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

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

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

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

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

CITY OF ATWATER

BID ITEM LIST

OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

**PROJECT NO. 26-04
BID CALL NO. 736-26**

BASE BID

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	MOBILIZATION	LS	1		
2	TEMPORARY TRAFFIC CONTROL	LS	1		
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1		
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	11,960		
6	REPAIR EXISTING AC PAVEMENT	SF	300,150		
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1		
8	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	300,150		
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
TOTAL BID:					

ADDITIVE ALTERNATIVE #1

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	4,040
6	REPAIR EXISTING AC PAVEMENT	SF	76,100
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1
8	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	76,100
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
TOTAL ADDITIVE ALTERNATIVE #1:			

ADDITIVE ALTERNATIVE #2

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	4,500
6	REPAIR EXISTING AC PAVEMENT	SF	79,000
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1
8	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	79,000
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
TOTAL ADDITIVE ALTERNATIVE #2:			

UNITS OF MEASURE

LS = LUMP SUM

LF = LINEAL FEET

SF = SQUARE FEET

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

CITY BID CERTIFICATIONS

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

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

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

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

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

NONDISCRIMINATION OF INDIVIDUALS WITH DISABILITIES

Policy Statement

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

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

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

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

NON-DISCRIMINATION CERTIFICATION

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE (STATEMENTS & QUESTIONNAIRE)

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

NONCOLLUSION AFFIDAVIT

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

To the City of Atwater.

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

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

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

CITY OF ATWATER LOCAL BUSINESS PREFERENCE PROGRAM QUESTIONNAIRE

City of Atwater Code of Ordinances 03.04.270

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

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

The bidder intends to qualify for the City of Atwater Local Business Preference Program:	NO <input type="checkbox"/>
	YES <input type="checkbox"/>

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

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

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

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

Attach Good Faith Effort Documentation to this form.

DEBARMENT & SUSPENSION CERTIFICATE

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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

**CITY OF ATWATER
BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
_____ as Principal, and
_____, as surety,

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 2026.

_____(Seal)
_____(Seal)
_____(Seal)
PRINCIPAL
_____(Seal)
_____(Seal)
_____(Seal)
SURETY

ADDRESS _____

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

BID EXECUTION --PART 1
OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT
PROJECT NO. 26-04
BID CALL NO. 736-26

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

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

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

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

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

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

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

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

BID EXECUTION –PART 2
OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT
PROJECT NO. 26-04
BID CALL NO. 736-26

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

Date

Signature of Bidder

Name (Print)

Title

Business Name:

Business Address:

SAMPLE CONSTRUCTION CONTRACT

This GENERAL CONSTRUCTION CONTRACT (“Contract”) is made by and between the CITY OF ATWATER, a California municipal corporation (“City”) and _____ (“Contractor”) as of _____, 2026. City and Contractor shall be referred to herein separately as a “Party” and collectively as “Parties”.

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

- A. This Contract;
- B. Plans and Specifications for **PROJECT NO. 26-04**;
- C. Special Provisions for **PROJECT NO. 26-04**;
- D. Notice to Contractors;
- E. Proposal to the City of Atwater;
- F. Performance Bond;
- G. Labor and Material Bond;
- H. Current edition of the Caltrans Standard Specifications;
- I. Current edition of the Caltrans Standard Plans;
- J. The latest revisions to the General Prevailing Wage Rates; and
- K. Any Published Addenda

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

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

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with the Contract Documents, and in the manner designated in, and in strict conformity with, the Project Plans and Specifications for PROJECT NO. 26-04, entitled, “PROJECT NO. 26-04 – OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT” for construction in Atwater, Merced County, California. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City or its representative. The City hereby designates the City Engineer as its representative for the purpose of this Contract.

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

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

TOTAL BID SCHEDULE ITEMS 1 THROUGH 9 \$ _____

Name of Bidder or Firm: _____

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

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

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

If to Contractor: _____

If to Surety:

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

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

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

A. Minimum Scope of Insurance.

1. Commercial General Liability coverage at least as broad as the Insurance Services Office, Inc. (ISO Form CG 00 01) with limits of liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance forms or other forms with a general aggregate limit are used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000.
2. An Additional Insured Endorsement to the Commercial General Liability coverage form naming the City as an insured at least as broad as ISO form CG 20 37 10 01 entitled ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS.
3. Business Auto Liability coverage at least as broad as ISO form CA 00 01 with limits of liability of at least \$1,000,000 combined single limit per accident for bodily injury and property damage, covering any automobile owned, leased, hired or borrowed by the Contractor, its agents, representatives, or employees, or for which the Contractor is responsible.

4. An Automobile Liability Special Endorsement at least as broad as Exhibit 1 (attached) to the Business Auto Liability form naming the City as an insured with regard to damages and the defense of claims arising out of use of any automobile for which the Contractor is responsible. (In the alternative, the Contractor may provide a Designated Insured Endorsement form at least as broad as ISO Form CA 00 01).
5. Workers' Compensation coverage for the Contractor's employees with limits as required by California law, and Employers Liability coverage with limits of liability of at least \$1,000,000 per accident or occurrence.
6. A Certificate of Liability Insurance showing evidence of the above liability coverages prior to the commencement of work.

B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. General Liability: \$1,000,000

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

C. Deductibles and Self-Insured Retentions.

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

D. Other Insurance Provisions.

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

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

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

2. For any claims related to this project, the Contractor's liability insurance coverage shall be primary insurance as respects the City, its officers, public officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
5. The Contractor agrees that any and all liability insurance coverages available to it as a named insured will be applicable to the City as an Additional Insured.
6. If other than ISO forms are used by the insurer(s) for the Contractor, each form used will require individual review and approval by the City of Ripon.

E. Acceptability of Commercial Insurers.

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

F. Verification of Coverage.

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

G. Subcontractors.

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

H. For Construction Risks.

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

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

1. The City shall be named as loss payee; and
2. The insurer shall waive all rights of subrogation against the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

By: _____
Kory J. Billings, City Clerk

By: _____
Chris Hoem, City Manager

APPROVED AS TO FORM:

(Here in called Contractor)

By: _____
Frank Splendorio, City Attorney

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

ACCOUNT DATA:

LICENSE NO. _____

PROJECT NO. 26-04

TAXPAYER I.D. NO. _____

Contract No. _____

VENDOR NO. _____

Project Account No./Amount:

ADDRESS: _____

_____ / \$ _____

PHONE: _____

FAX: _____

EMAIL: _____

By: _____
Finance Director Verification

(SEAL)

SAMPLE FAITHFUL PERFORMANCE BOND

(Contract)

WHEREAS, the City of Atwater, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 26-04**; and,

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

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

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

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

By: _____

PRINCIPAL

By: _____

SURETY

SAMPLE LABORERS AND MATERIALMENS BOND

(Contract)

WHEREAS, the City of Atwater, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 26-04**; and,

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

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

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

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

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

By: _____

PRINCIPAL

By: _____

SURETY

ATTACHMENT 1: PREVAILING WAGE RATES

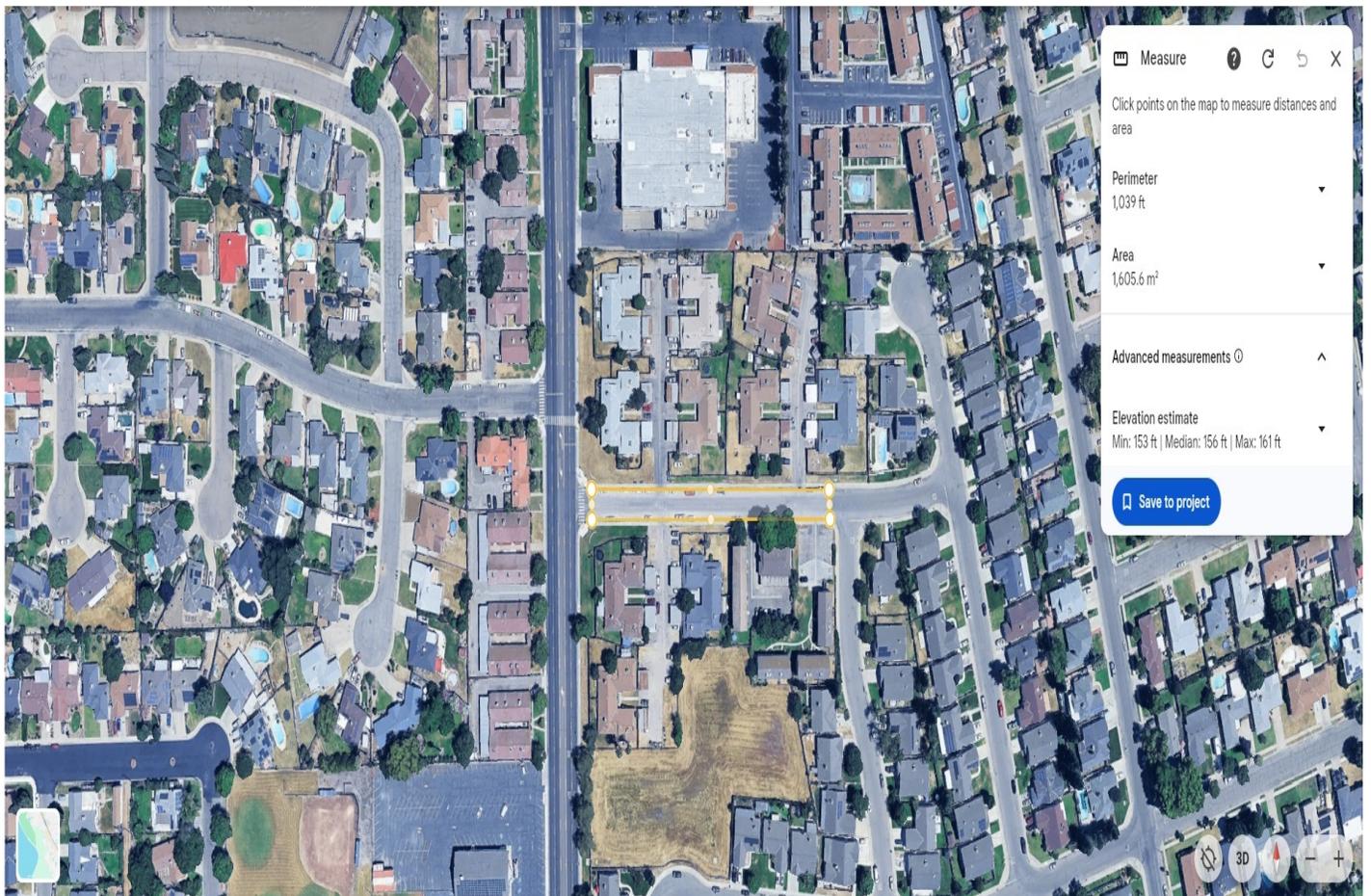
FEDERAL MINIMUM WAGES MAY BE VIEWED AT THE FOLLOWING LINK:

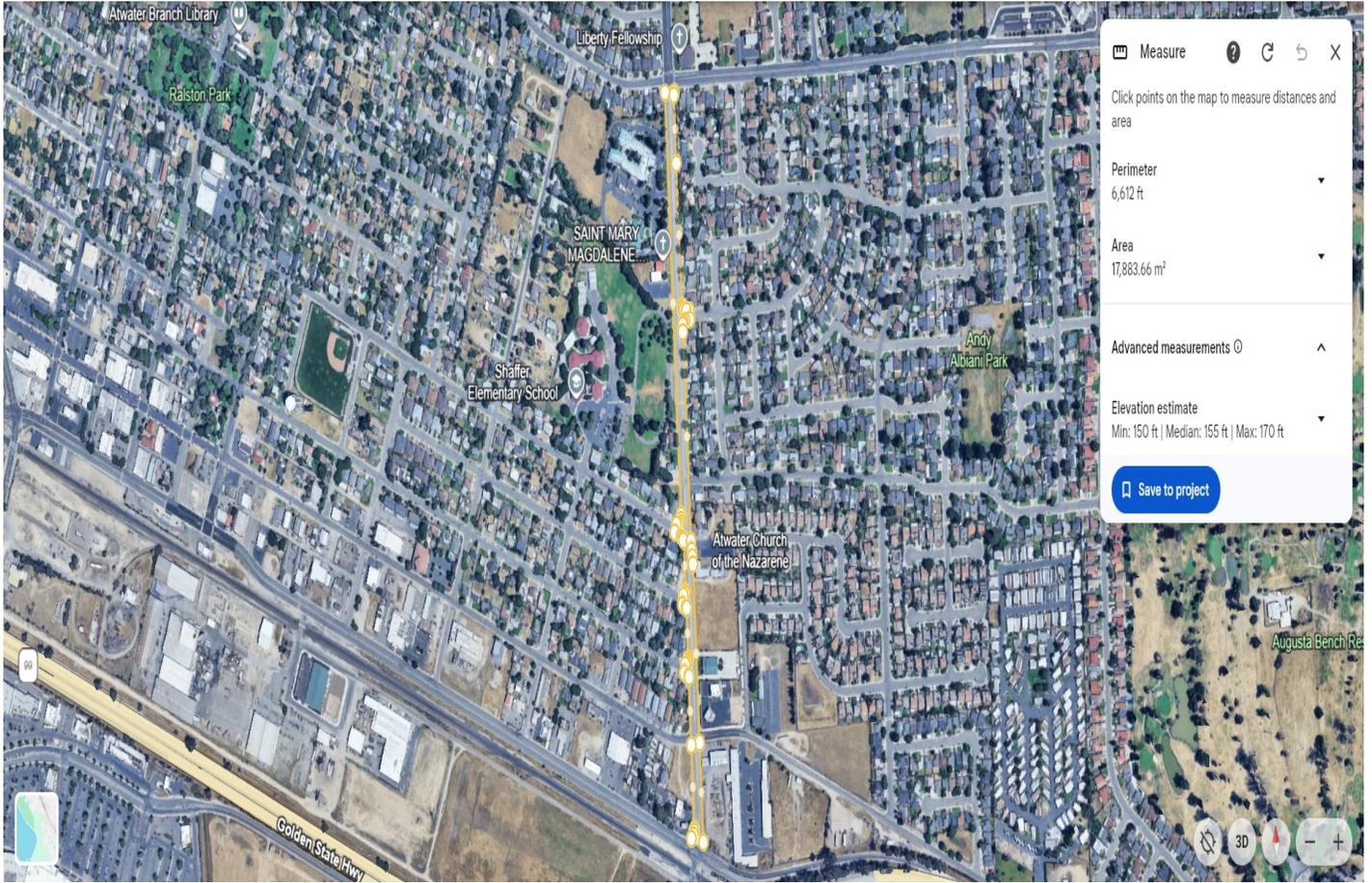
<https://sam.gov/content/wage-determinations>

GENERAL PREVAILING WAGE RATE (CALIFORNIA) MAY BE VIEWED AT THE FOLLOWING LINK:

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

ATTACHMENT 2: PLANS





Measure ? ↻ ↶ ×

Click points on the map to measure distances and area

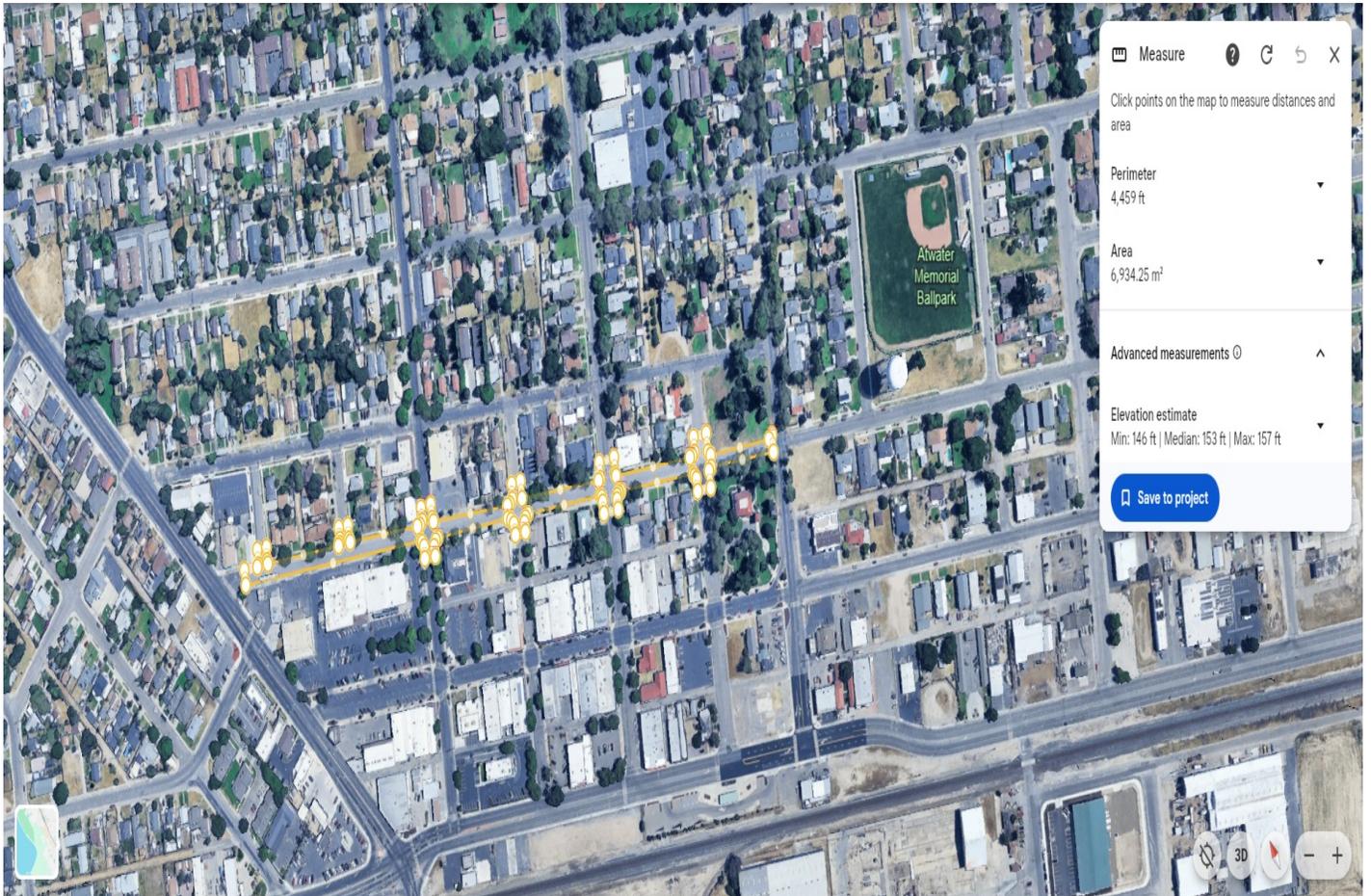
Perimeter 6,612 ft

Area 17,883.66 m²

Advanced measurements ⓘ

Elevation estimate
Min: 150 ft | Median: 155 ft | Max: 170 ft

Save to project



Measure ? ↻ ↶ ×

Click points on the map to measure distances and area

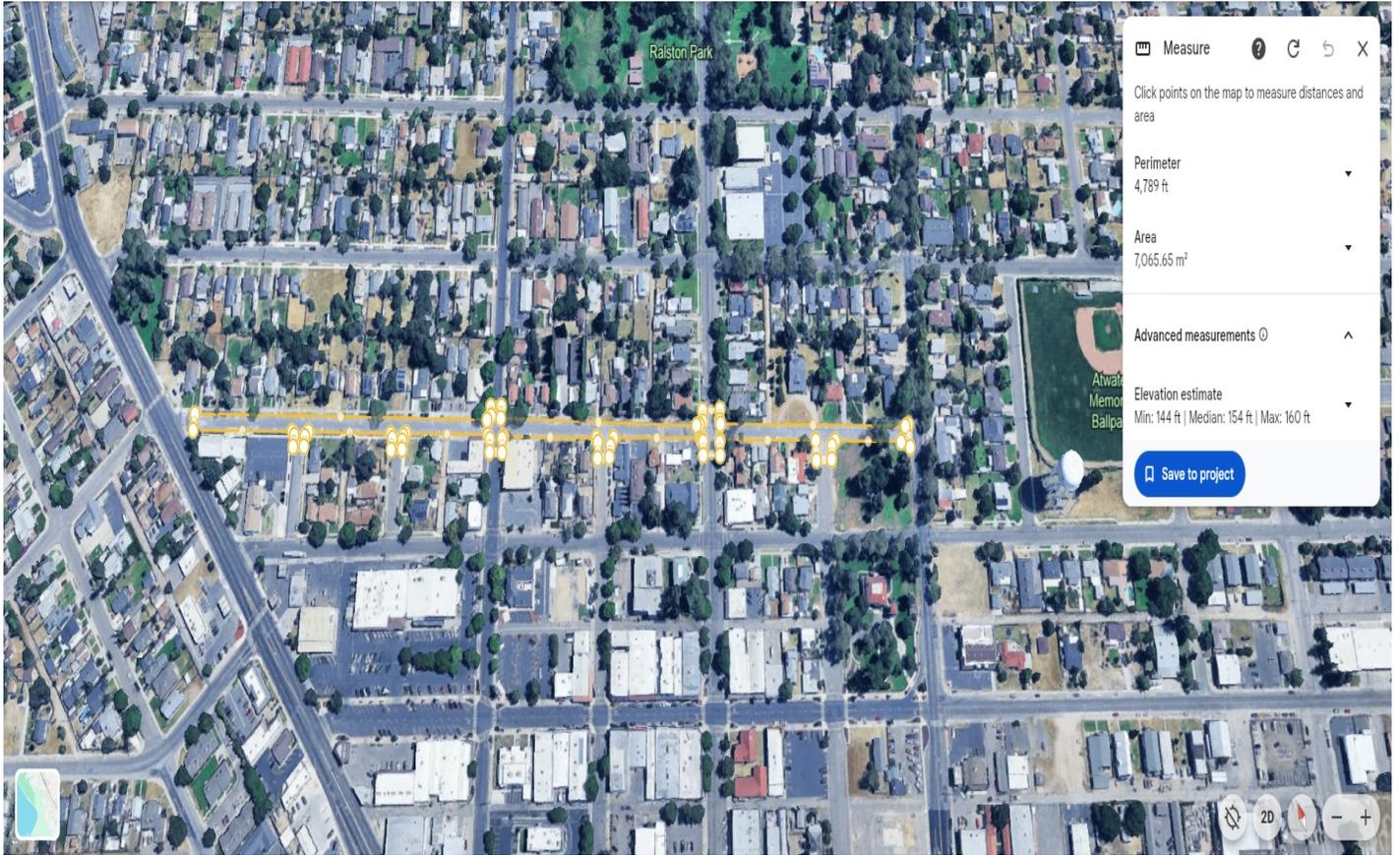
Perimeter 4,459 ft

Area 6,934.25 m²

Advanced measurements ⓘ

Elevation estimate
Min: 146 ft | Median: 153 ft | Max: 157 ft

Save to project



DATE	NOV 11 2010
BY	...
CHKD BY	...
APP. BY	...
DATE	...
SCALE	...
PROJECT NO.	...
PROJECT NAME	...
CLIENT	...
DESIGNER	...
DATE	...

811
 CALL BEFORE YOU DIG
 1-800-4-A-ROOT



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CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: February 23, 2026
TO: Mayor and City Council
FROM: Christopher Hoem, City Manager
PREPARED BY: Christopher Hoem, City Manager
SUBJECT: **Approving an Amendment to the Salary Schedule to Equalize Department Head Salary Ranges** (City Manager Hoem)

RECOMMENDED COUNCIL ACTION

Motion to adopt Resolution No. 3597-26 approving an amendment to the City’s Salary Schedule to establish consistent salary ranges for all Department Head classifications; or

Motion to approve staff’s recommendation as presented.

I. BACKGROUND/ANALYSIS:

The City’s current Salary Schedule reflects ranges that were established at different times and under previous organizational conditions. As a result, certain Department Head classifications have salary ranges that are not aligned with one another. Despite differences in the number of direct reports or staffing levels assigned to each department, all Department Head positions carry comparable executive-level responsibility, organizational impact, and accountability.

This misalignment can create internal equity concerns, recruitment challenges, and retention risks. Equalizing Department Head salary ranges is intended to ensure consistency, improve competitiveness with peer agencies, and support organizational stability.

Currently, the salary ranges for the Public Works, Human Resources, and Finance Director classifications are lower than the range established for the Community Development Director classification. The attached resolution and its exhibit provide the specific salary ranges and proposed adjustments. The Police Chief classification is not included in the proposed changes, as that position is typically placed in a separate, higher compensation category consistent with common practice among comparable agencies.

II. FISCAL IMPACTS:

This action does not result in a fiscal impact to the City, as sufficient budget capacity exists within current appropriations to accommodate any adjustments. This item has been reviewed by the Finance Director.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

Amendments to the Salary Schedule are adopted by the Council as necessary. The proposed action is consistent with this process and does not affect existing personnel policies or administrative practices.

V. ALTERNATIVES:

The alternative would be to maintain the existing Salary Schedule with no changes. Staff would continue administering the current structure, including the existing disparities among Department Head ranges.

VI. INTERDEPARTMENTAL COORDINATION:

This item was reviewed by relevant departments.

VII. PUBLIC PARTICIPATION:

The public is invited to participate and provide public comment at the City Council meeting prior to any Council action on this item.

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

Upon approval, staff will implement Council direction.



Chris Hoem, City Manager

Attachments:

1. Resolution No. XXXX-26 Amending Salary Schedule 2.23.26



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-26

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ATWATER APPROVING AN
AMENDMENT TO THE CITY'S SALARY
SCHEDULE TO ESTABLISH CONSISTENT
SALARY RANGES FOR ALL DEPARTMENT
HEAD CLASSIFICATIONS**

WHEREAS, the City Council of the City of Atwater adopts and amends the City's salary schedule as necessary to support organizational needs and effective personnel administration; and

WHEREAS, the City's current salary schedule reflects salary ranges that were established at different times and under prior organizational conditions and as a result, certain Department Head classifications have salary ranges that are not aligned with one another; and

WHEREAS, misalignment among Department Head salary ranges may create internal equity concerns, recruitment challenges, and retention risks; and

WHEREAS, establishing consistent salary ranges for all Department Head classifications is intended to ensure equity, improve competitiveness with peer agencies, and support organizational stability; and

WHEREAS, this action does not result in a fiscal impact to the City, as sufficient budget capacity exists within current appropriations to accommodate any necessary adjustments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby adopt City of Atwater Salary Schedule C-26, effective February 26, 2026, "**Exhibit A**" attached hereto and made a part herein and directs the City Manager to update the salaries accordingly.

The foregoing resolution is hereby adopted this 23rd day of February 2026.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

EXHIBIT A

**SALARY SCHEDULE BY MONTHLY/BI-WEEKLY/ANNUAL/HOURLY RATES PER STEP
SCHEDULE C-26 EFFECTIVE FEBRUARY 26, 2026**

	Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Account Clerk I	MU	115	3051.01	3203.56	3363.73	3531.92	3708.52	3893.94
			1408.16	1478.56	1552.49	1630.12	1711.62	1797.20
			36612.08	38442.68	40364.81	42383.06	44502.21	46727.32
			17.6020	18.4821	19.4062	20.3765	21.3953	22.4651
Account Clerk II	MU	135	3417.90	3588.79	3768.23	3956.64	4154.48	4362.20
			1577.49	1656.37	1739.18	1826.14	1917.45	2013.32
			41014.77	43065.51	45218.79	47479.72	49853.71	52346.40
			19.7186	20.7046	21.7398	22.8268	23.9681	25.1665
Accountant I	MU	255	4481.51	4705.58	4940.86	5187.90	5447.30	5719.66
			2068.39	2171.81	2280.40	2394.42	2514.14	2639.84
			53778.07	56466.97	59290.32	62254.84	65367.58	68635.96
			25.8548	27.1476	28.5050	29.9302	31.4267	32.9981
Accountant II	MU	270	5001.59	5251.67	5514.25	5789.96	6079.46	6383.44
			2308.43	2423.85	2545.04	2672.29	2805.91	2946.20
			60019.07	63020.02	66171.02	69479.57	72953.55	76601.23
			28.8553	30.2981	31.8130	33.4036	35.0738	36.8275
Accounting Technician	MU	235	3977.60	4176.49	4385.31	4604.57	4834.80	5076.54
			1835.82	1927.61	2023.99	2125.19	2231.45	2343.02
			47731.26	50117.82	52623.71	55254.90	58017.64	60918.52
			22.9477	24.0951	25.2999	26.5649	27.8931	29.2878
Administrative Assistant I	MU	140a	3028.46	3179.88	3338.88	3505.82	3681.11	3865.17
			1397.75	1467.64	1541.02	1618.07	1698.97	1783.92
			36341.51	38158.59	40066.52	42069.84	44173.33	46382.00
			17.4719	18.3455	19.2627	20.2259	21.2372	22.2990
Administrative Assistant II	MU	155a	3460.16	3633.17	3814.83	4005.57	4205.85	4416.14
			1597.00	1676.85	1760.69	1848.73	1941.16	2038.22
			41521.96	43598.06	45777.96	48066.86	50470.20	52993.71
			19.9625	20.9606	22.0086	23.1091	24.2645	25.4777
Assistant City Clerk/Records Coordinator	MM	101	4948.38	5195.80	5455.59	5728.37	6014.79	6315.53
			2283.87	2398.06	2517.97	2643.86	2776.06	2914.86
			59380.59	62349.62	65467.10	68740.45	72177.48	75786.35
			28.5484	29.9758	31.4746	33.0483	34.7007	36.43575
Assistant Planner	MU	257	4578.67	4807.61	5047.99	5300.39	5565.41	5843.68
			2113.23	2218.90	2329.84	2446.33	2568.65	2697.08
			54944.07	57691.28	60575.84	63604.63	66784.86	70124.11
			26.4154	27.7362	29.1230	30.5792	32.1081	33.7135
Associate Planner	MU	275	4933.57	5180.25	5439.26	5711.23	5996.79	6296.63
			2277.03	2390.89	2510.43	2635.95	2767.75	2906.14
			59202.87	62163.02	65271.17	68534.73	71961.46	75559.54
			28.4629	29.8861	31.3804	32.9494	34.5969	36.3267
Building Maintenance Worker I	MU	130	2995.29	3145.06	3302.31	3467.43	3640.80	3822.84
			1382.44	1451.57	1524.14	1600.35	1680.37	1764.39
			35943.52	37740.70	39627.73	41609.12	43689.58	45874.06
			17.2805	18.1446	19.0518	20.0044	21.0046	22.0548
Building Maintenance Worker II	MU	150a	3199.54	3359.52	3527.49	3703.87	3889.06	4083.51
			1476.71	1550.55	1628.07	1709.48	1794.95	1884.70
			38394.47	40314.19	42329.90	44446.40	46668.72	49002.15
			18.4589	19.3818	20.3509	21.3685	22.4369	23.5587
Building Permit Technician I	MU	185	3597.62	3777.50	3966.38	4164.69	4372.93	4591.58
			1660.44	1743.46	1830.64	1922.17	2018.28	2119.19
			43171.44	45330.01	47596.51	49976.34	52475.16	55098.91
			20.7555	21.7933	22.8829	24.0271	25.2284	26.4899
Building Permit Technician II	MU	187	3966.38	4164.70	4372.94	4591.58	4821.16	5062.22
			1830.64	1922.17	2018.28	2119.19	2225.15	2336.41
			47596.60	49976.43	52475.25	55099.01	57853.96	60746.66
			22.8830	24.0271	25.2285	26.4899	27.8144	29.2051
Chief Building Official/Fire Code Official	MM	308a	8239.35	8651.32	9083.88	9538.08	10014.98	10515.73
			3802.78	3992.91	4192.56	4402.19	4622.30	4853.41
			98872.18	103815.78	109006.57	114456.90	120179.75	126188.74
			47.5347	49.9114	52.4070	55.0274	57.7787	60.6677
City Engineer	MM	117	8528.42	8954.84	9402.58	9872.71	10366.34	10884.66
			3936.19	4133.00	4339.65	4556.63	4784.47	5023.69
			102340.99	107458.04	112830.94	118472.49	124396.12	130615.92
			49.2024	51.6625	54.2456	56.9579	59.8058	62.7961

**SALARY SCHEDULE BY MONTHLY/BI-WEEKLY/ANNUAL/HOURLY RATES PER STEP
SCHEDULE C-26 EFFECTIVE FEBRUARY 26, 2026**

	Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
City Manager	EM	340	13673.71	14357.40	15075.27	15829.03	16620.48	17451.51
			6310.94	6626.49	6957.82	7305.71	7670.99	8054.54
			164084.54	172288.77	180903.21	189948.37	199445.79	209418.08
			78.8868	82.8311	86.9727	91.3213	95.8874	100.6818
Civil Engineering Assistant	MU	277	5034.76	5286.50	5550.83	5828.37	6119.79	6425.78
			2323.74	2439.92	2561.92	2690.02	2824.52	2965.74
			60417.18	63438.04	66609.94	69940.44	73437.46	77109.33
			29.0467	30.4991	32.0240	33.6252	35.3065	37.0718
Code Enforcement Manager	MM	299	5998.65	6298.58	6613.51	6944.18	7291.39	7655.96
			2768.61	2907.04	3052.39	3205.01	3365.26	3533.52
			71983.77	75582.95	79362.10	83330.21	87496.72	91871.55
			34.6076	36.3380	38.1549	40.0626	42.0657	44.1690
Code Enforcement Officer	MU	175	3853.63	4046.31	4248.62	4461.05	4684.11	4918.31
			1778.60	1867.53	1960.90	2058.95	2161.90	2269.99
			46243.52	48555.69	50983.48	53532.65	56209.28	59019.75
			22.2325	23.3441	24.5113	25.7369	27.0237	28.3749
Community Development Director	DD	337	10766.51	11304.83	11870.07	12463.58	13086.76	13741.09
			4969.16	5217.61	5478.50	5752.42	6040.04	6342.04
			129198.08	135657.98	142440.88	149562.92	157041.07	164893.12
			62.1145	65.2202	68.4812	71.9053	75.5005	79.2755
Community Services Officer	PU	160	3768.23	3956.64	4154.47	4362.19	4580.30	4809.32
			1739.18	1826.14	1917.45	2013.32	2113.99	2219.69
			45218.72	47479.66	49853.64	52346.32	54963.64	57711.82
			21.7398	22.8268	23.9681	25.1665	26.4248	27.7461
Executive Assistant	MU	183	3953.19	4150.84	4358.39	4576.31	4805.12	5045.38
			1824.55	1915.77	2011.56	2112.14	2217.75	2328.64
			47438.23	49810.14	52300.65	54915.68	57661.46	60544.53
			22.8068	23.9472	25.1445	26.4018	27.7219	29.1079
Finance Director	DD	335	9791.30	10280.86	10794.91	11334.65	11901.38	12496.45
			4519.06	4745.01	4982.26	5231.38	5492.95	5767.59
			117495.58	123370.36	129538.88	136015.82	142816.61	149957.44
			56.4883	59.3127	62.2783	65.3922	68.6618	72.0949
			10766.51	11304.83	11870.07	12463.58	13086.76	13741.09
			4969.16	5217.61	5478.50	5752.42	6040.04	6342.04
			129198.08	135657.98	142440.88	149562.92	157041.07	164893.12
			62.1145	65.2202	68.4812	71.9053	75.5005	79.2755
Finance Operations Manager	MM	307	6285.83	6600.12	6930.13	7276.64	7640.47	8022.49
			2901.15	3046.21	3198.52	3358.45	3526.37	3702.69
			75429.99	79201.49	83161.57	87319.65	91685.63	96269.91
			36.2644	38.0776	39.9815	41.9806	44.0796	46.28361
Human Resources Analyst	CL	286	5293.14	5557.80	5835.69	6127.47	6433.85	6755.54
			2442.99	2565.14	2693.40	2828.06	2969.47	3117.94
			63517.71	66693.59	70028.27	73529.69	77206.17	81066.48
			30.5374	32.0642	33.6674	35.3508	37.1184	38.9743
Human Resources Assistant	CL	155c	3460.16	3633.17	3814.83	4005.57	4205.85	4416.14
			1597.00	1676.85	1760.69	1848.73	1941.16	2038.22
			41521.96	43598.06	45777.96	48066.86	50470.20	52993.71
			19.9625	20.9606	22.0086	23.1091	24.2645	25.4777
Human Resources Director	DD	335b	9284.85	9749.09	10236.55	10748.37	11285.79	11850.08
			4285.32	4499.58	4724.56	4960.79	5208.83	5469.27
			111418.20	116989.10	122838.56	128980.49	135429.51	142200.99
			53.5664	56.2448	59.0570	62.0099	65.1103	68.3659
			10766.51	11304.83	11870.07	12463.58	13086.76	13741.09
			4969.16	5217.61	5478.50	5752.42	6040.04	6342.04
			129198.08	135657.98	142440.88	149562.92	157041.07	164893.12
			62.1145	65.2202	68.4812	71.9053	75.5005	79.2755
Human Resources Technician I	CL	236	4219.85	4430.84	4652.39	4885.01	5129.26	5385.72
			1947.62	2045.01	2147.26	2254.62	2367.35	2485.72
			50638.22	53170.14	55828.64	58620.07	61551.08	64628.63
			24.3453	25.5626	26.8407	28.1827	29.5919	31.0715
Human Resources Technician II	CL	237	4479.69	4703.67	4938.85	5185.80	5445.09	5717.34
			2067.55	2170.92	2279.47	2393.44	2513.12	2638.77
			53756.23	56444.04	59266.24	62229.55	65341.03	68608.08
			25.8443	27.1366	28.4934	29.9181	31.4140	32.9847

**SALARY SCHEDULE BY MONTHLY/BI-WEEKLY/ANNUAL/HOURLY RATES PER STEP
SCHEDULE C-26 EFFECTIVE FEBRUARY 26, 2026**

	Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Mechanic I	MU	180a	3519.34	3695.31	3880.07	4074.08	4277.78	4491.67
			1624.31	1705.53	1790.80	1880.34	1974.36	2073.08
			42232.07	44343.67	46560.86	48888.90	51333.35	53900.01
			20.3039	21.3191	22.3850	23.5043	24.6795	25.9135
Mechanic II	MU	205a	3950.36	4147.87	4355.27	4573.03	4801.68	5041.77
			1823.24	1914.40	2010.12	2110.63	2216.16	2326.97
			47404.28	49774.50	52263.22	54876.38	57620.20	60501.21
			22.7905	23.9300	25.1265	26.3829	27.7020	29.0871
Parks Maintenance Worker I	MU	165b	3362.42	3530.55	3707.07	3892.43	4087.05	4291.40
			1551.89	1629.48	1710.96	1796.50	1886.33	1980.65
			40349.09	42366.54	44484.87	46709.11	49044.57	51496.80
			19.3986	20.3685	21.3870	22.4563	23.5791	24.7581
Parks Maintenance Worker II	MU	190	3686.68	3871.01	4064.56	4267.79	4481.18	4705.24
			1701.54	1786.62	1875.95	1969.75	2068.24	2171.65
			44240.10	46452.11	48774.71	51213.45	53774.12	56462.83
			21.2693	22.3327	23.4494	24.6219	25.8529	27.1456
Planning Technician	MU	225c	3763.58	3951.76	4149.35	4356.82	4574.66	4803.39
			1737.04	1823.89	1915.08	2010.84	2111.38	2216.95
			45163.00	47421.15	49792.21	52281.82	54895.91	57640.70
			21.7130	22.7986	23.9386	25.1355	26.3923	27.7119
Police Chief	DD	338	12562.53	13190.66	13850.19	14542.70	15269.84	16033.33
			5798.09	6088.00	6392.40	6712.02	7047.62	7400.00
			150750.41	158287.93	166202.33	174512.45	183238.07	192399.97
			72.4762	76.1000	79.9050	83.9002	88.0952	92.5000
Police Clerk I	PU	140b	3088.72	3243.16	3405.32	3575.58	3754.36	3942.08
			1425.56	1496.84	1571.68	1650.27	1732.78	1819.42
			37064.68	38917.91	40863.81	42907.00	45052.35	47304.97
			17.8196	18.7105	19.6461	20.6284	21.6598	22.7428
Police Clerk II	PU	155b	3396.17	3565.98	3744.28	3931.49	4128.07	4334.47
			1567.46	1645.84	1728.13	1814.54	1905.26	2000.53
			40754.06	42791.76	44931.35	47177.92	49536.81	52013.65
			19.5933	20.5730	21.6016	22.6817	23.8158	25.0066
Police Corporal	PU	244	6698.93	7033.88	7385.57	7754.85	8142.59	8549.72
			3091.81	3246.41	3408.73	3579.16	3758.12	3946.03
			80387.18	84406.54	88626.87	93058.21	97711.12	102596.67
			38.6477	40.5801	42.6091	44.7395	46.9765	49.3253
Police Officer	PU	230	5907.90	6203.30	6513.46	6839.13	7181.09	7540.15
			2726.72	2863.06	3006.21	3156.52	3314.35	3480.07
			70894.81	74439.56	78161.53	82069.61	86173.09	90481.74
			34.0840	35.7882	37.5777	39.4565	41.4294	43.5008
Police Officer Recruit	PU	116	4278.31	4492.22	4716.84	4952.68	5200.31	5460.33
			1974.60	2073.33	2177.00	2285.85	2400.14	2520.15
			51339.70	53906.69	56602.02	59432.12	62403.73	65523.91
			24.6825	25.9167	27.2125	28.5731	30.0018	31.5019
Police Lieutenant	MM	315	9295.29	9760.06	10248.06	10760.46	11298.48	11863.41
			4290.13	4504.64	4729.87	4966.37	5214.69	5475.42
			111543.49	117120.67	122976.70	129125.54	135581.81	142360.90
			53.6267	56.3080	59.1234	62.0796	65.1836	68.4427
Police Sergeant	PU	295	7771.86	8160.45	8568.47	8996.90	9446.74	9919.08
			3587.01	3766.36	3954.68	4152.41	4360.04	4578.04
			93262.31	97925.43	102821.70	107962.78	113360.92	119028.97
			44.8377	47.0795	49.4335	51.9052	54.5004	57.2255
Project Accountant/Successor Agency Assistant	MU	240b	4370.84	4589.38	4818.85	5059.79	5312.78	5578.42
			2017.31	2118.18	2224.08	2335.29	2452.05	2574.66
			52450.07	55072.57	57826.20	60717.51	63753.39	66941.06
			25.2164	26.4772	27.8011	29.1911	30.6507	32.1832
Public Safety Communications Supervisor	PU	228	5077.71	5331.60	5598.18	5878.09	6171.99	6480.59
			2343.56	2460.74	2583.77	2712.96	2848.61	2991.04
			60932.56	63979.18	67178.14	70537.05	74063.90	77767.10
			29.2945	30.7592	32.2972	33.9120	35.6076	37.3880
Public Safety Dispatcher	PU	170	4132.93	4339.57	4556.55	4784.38	5023.60	5274.78
			1907.51	2002.88	2103.02	2208.18	2318.58	2434.51
			49595.13	52074.89	54678.63	57412.57	60283.19	63297.35
			23.8438	25.0360	26.2878	27.6022	28.9823	30.4314

**SALARY SCHEDULE BY MONTHLY/BI-WEEKLY/ANNUAL/HOURLY RATES PER STEP
SCHEDULE C-26 EFFECTIVE FEBRUARY 26, 2026**

	Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Safety Records Supervisor	PU	227	5077.71	5331.60	5598.18	5878.09	6171.99	6480.59
			2343.56	2460.74	2583.77	2712.96	2848.61	2991.04
			60932.56	63979.18	67178.14	70537.05	74063.90	77767.10
			29.2945	30.7592	32.2972	33.9120	35.6076	37.3880
Public Works Director	DD	325	40755.85	41293.64	41858.32	42451.24	43073.89	43727.49
			4964.24	5212.45	5473.07	5746.72	6034.06	6335.76
			129070.16	135523.66	142299.85	149414.84	156885.58	164729.86
			62.0530	65.1556	68.4134	71.8341	75.4258	79.1970
			10766.51	11304.83	11870.07	12463.58	13086.76	13741.09
			4969.16	5217.61	5478.50	5752.42	6040.04	6342.04
			129198.08	135657.98	142440.88	149562.92	157041.07	164893.12
			62.1145	65.2202	68.4812	71.9053	75.5005	79.2755
Public Works Superintendent	MM	308b	7291.45	7656.02	8038.82	8440.77	8862.80	9305.94
			3365.28	3533.55	3710.23	3895.74	4090.52	4295.05
			87497.40	91872.28	96465.89	101289.18	106353.64	111671.32
			42.0661	44.1694	46.3778	48.6967	51.1316	53.6881
Recreation Coordinator	MU	186	3863.72	4056.91	4259.76	4472.74	4696.38	4931.20
			1783.26	1872.42	1966.04	2064.34	2167.56	2275.94
			46364.70	48682.93	51117.08	53672.93	56356.58	59174.41
			22.2907	23.4053	24.5755	25.8043	27.0945	28.4492
Recreation Leader	MU	118	2929.33	3075.79	3229.58	3391.06	3560.61	3738.65
			1352.00	1419.60	1490.58	1565.11	1643.36	1725.53
			35151.92	36909.51	38754.99	40692.74	42727.37	44863.74
			16.9000	17.7450	18.6322	19.5638	20.5420	21.5691
Recreation Supervisor	MM	301a	5303.52	5568.70	5847.13	6139.49	6446.46	6768.79
			2447.78	2570.17	2698.68	2833.61	2975.29	3124.06
			63642.26	66824.37	70165.59	73673.87	77357.56	81225.44
			30.5972	32.1271	33.7335	35.4201	37.1911	39.0507
Senior Planner	MM	303	6135.92	6442.71	6764.85	7103.09	7458.25	7831.16
			2831.96	2973.56	3122.24	3278.35	3442.27	3614.38
			73631.00	77312.55	81178.18	85237.09	89498.94	93973.89
			35.3995	37.1695	39.0280	40.9794	43.0283	45.1798
Sewer Division Supervisor	MM	260c	5705.66	5990.94	6290.49	6605.01	6935.26	7282.03
			2633.38	2765.05	2903.30	3048.47	3200.89	3360.94
			68467.90	71891.30	75485.86	79260.15	83223.16	87384.32
			32.9173	34.5631	36.2913	38.1058	40.0111	42.0117
Sewer Maintenance Worker I	MU	180b	3519.34	3695.31	3880.07	4074.08	4277.78	4491.67
			1624.31	1705.53	1790.80	1880.34	1974.36	2073.08
			42232.07	44343.67	46560.86	48888.90	51333.35	53900.01
			20.3039	21.3191	22.3850	23.5043	24.6795	25.9135
Sewer Maintenance Worker II	MU	205b	3872.91	4066.55	4269.88	4483.38	4707.54	4942.92
			1787.50	1876.87	1970.71	2069.25	2172.71	2281.35
			46474.90	48798.64	51238.57	53800.50	56490.53	59315.05
			22.3437	23.4609	24.6339	25.8656	27.1589	28.5169
Streets and Parks Division Supervisor	MM	260d	5705.66	5990.94	6290.49	6605.01	6935.26	7282.03
			2633.38	2765.05	2903.30	3048.47	3200.89	3360.94
			68467.90	71891.30	75485.86	79260.15	83223.16	87384.32
			32.9173	34.5631	36.2913	38.1058	40.0111	42.0117
Streets Maintenance Worker I	MU	165e	3362.42	3530.55	3707.07	3892.43	4087.05	4291.40
			1551.89	1629.48	1710.96	1796.50	1886.33	1980.65
			40349.09	42366.54	44484.87	46709.11	49044.57	51496.80
			19.3986	20.3685	21.3870	22.4563	23.5791	24.7581
Streets Maintenance Worker II	MU	190c	3686.68	3871.01	4064.56	4267.79	4481.18	4705.24
			1701.54	1786.62	1875.95	1969.75	2068.24	2171.65
			44240.10	46452.11	48774.71	51213.45	53774.12	56462.83
			21.2693	22.3327	23.4494	24.6219	25.8529	27.1456
Systems Technician	MU	232	4657.15	4890.01	5134.51	5391.23	5660.80	5943.84
			2149.45	2256.93	2369.77	2488.26	2612.68	2743.31
			55885.81	58680.11	61614.11	64694.82	67929.56	71326.03
			26.8682	28.2116	29.6222	31.1033	32.6584	34.2914
Water Division Supervisor	MM	260e	5705.66	5990.94	6290.49	6605.01	6935.26	7282.03
			2633.38	2765.05	2903.30	3048.47	3200.89	3360.94
			68467.90	71891.30	75485.86	79260.15	83223.16	87384.32
			32.9173	34.5631	36.2913	38.1058	40.0111	42.0117

**SALARY SCHEDULE BY MONTHLY/BI-WEEKLY/ANNUAL/HOURLY RATES PER STEP
SCHEDULE C-26 EFFECTIVE FEBRUARY 26, 2026**

	Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Water Systems Operator I	MU	180c	3519.34	3695.31	3880.07	4074.08	4277.78	4491.67
			1624.31	1705.53	1790.80	1880.34	1974.36	2073.08
			42232.07	44343.67	46560.86	48888.90	51333.35	53900.01
			20.3039	21.3191	22.3850	23.5043	24.6795	25.9135
Water Systems Operator II	MU	205c	3872.91	4066.55	4269.88	4483.38	4707.54	4942.92
			1787.50	1876.87	1970.71	2069.25	2172.71	2281.35
			46474.90	48798.64	51238.57	53800.50	56490.53	59315.05
			22.3437	23.4609	24.6339	25.8656	27.1589	28.5169
Water Systems Pump Operator	MU	229	4830.16	5071.66	5325.25	5591.51	5871.08	6164.64
			2229.30	2340.77	2457.81	2580.70	2709.73	2845.22
			57961.86	60859.96	63902.95	67098.10	70453.01	73975.66
			27.87	29.26	30.72	32.26	33.87	35.57

Seasonal/Temporary Employees:

HOURLY RATES

Finance Analyst - Special Projects	TL	063	65.00					
Reserve Police Officer	TL	053	22.00					
Reserve Firefighter	TL	051	16.90					
Reserve Firefighter (OES Spec Assig)	TL	099	Minimum hourly rate as defined by CAL OES, at www.caloes.ca.gov.					

CLASS Key:

- EM - Executive Management
- DD - Department Director
- MM - Mid Management
- CL - Confidential/Unrepresented
- PU - Police Unit
- MU - Miscellaneous Unit
- SE - Seasonal Employee
- TL - Temporary/Limited Service

Note: Any temporary or seasonal employee appointed to a classification on this schedule is not guaranteed the hourly rate listed. The City Manager, at his/her sole discretion, may appoint at a lower hourly rate so long as the hour rate is equal to the mandatory minimum wage rate.

Adopted by City Council Resolution No. XXXX-26
Dated February 23, 2026