

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

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

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

# **CITY OF ATWATER**

## **City Council**

### **AGENDA**

Council Chambers  
750 Bellevue Road  
Atwater, California

**April 27, 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:

- **Monthly report by Merced County District 3 Supervisor McDaniel**
  
- **Update regarding Encampment Resolution Fund (ERF) Bruce Metcalf and David Carr, Merced Rescue Mission**

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. **March 31, 2026**  
Staff's Recommendation: Acceptance of report as listed.

WARRANTS:

2. a.) **April 16, 2026**  
 b.) **April 23, 2026**  
Staff's Recommendation: Receive and file the reports as listed.

MINUTES: (City Council)

3. a.) **February 23, 2026 - Regular meeting**  
 b.) **March 9, 2026 - Regular meeting**  
Staff's Recommendation: Acceptance of minutes as listed.

RESOLUTIONS:

4. **Approving Amendment No.1 to the Special Services Agreement with the County of Merced on Behalf of the Merced County Fire Department from July 1, 2025, to June 30, 2028, for special services which consist of a Heavy Equipment Mechanic (CAL Fire Battalion Chief Randol)**

**Staff's Recommendation:** Adoption of Resolution No. 3607-26 approving Amendment No.1 to the Special Services Agreement with the County of Merced on Behalf of the Merced County Fire Department for special services which consist of a Heavy Equipment Mechanic to perform the duties of a Heavy Equipment Mechanic I/II from July 1, 2025 through June 30, 2028, the County of Merced & the City of Atwater will each contribute 50% of the total costs associated with the Heavy Equipment Mechanic; and authorizing the Mayor to sign the agreement on behalf of the City of Atwater.

5. **Approving a Professional Services Agreement with Willdan Financial Services for FY 2026/2027 Landscape Maintenance and Lighting & Drainage District Administration (Community Development Director Hanson Lan)**

**Staff's Recommendation:** Adoption of Resolution No. 3608-26 approving a Professional Services Agreement with Willdan Financial Services for the administration of the City's Landscape Maintenance Districts and Lighting and Drainage Maintenance Districts for Fiscal Year 2026/2027, in an amount not to exceed \$25,086, and authorize the City Manager to execute the agreement.

6. **Awarding a General Construction Contract with Chrisp Company for Restriping Various Streets Throughout the City Project (Public Works Director Vinson)**

**Staff's Recommendation:** Adoption of Resolution No. 3609-26 approving Budget Amendment No. 13 amending Fiscal Year 2025-2026 regarding restriping various street throughout the City; and Adopt Resolution No. 3610-26 awarding a General Construction Contract, in a form approved by the City Attorney, to Chrisp Company of Stockton, CA, for the Restriping Various Streets Throughout the City Project, City Project 26-03, Bid Call No. 735-26, in an amount not to exceed \$260,560.00; and authorizes construction contract change orders up to an aggregate amount of \$26,056.00 (10%); and authorizes and directs the City Manager or designee to execute all contract documents and sign a Notice of Completion on behalf of the City.

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

REPORTS AND PRESENTATIONS FROM STAFF:

7. **Awarding a Professional Services Agreement to Centerline Design, LLC for the Design of Tenant Improvements at Fire Station 41** (CAL Fire Battalion Chief Randol and Public Works Director Vinson)

**Staff's Recommendation:** Motion to adopt Resolution No. 3611-26 awarding a Professional Service Agreement, in a form approved by the City Attorney, to Centerline Design, LLC of Clovis, California, for the Design of Tenant Improvements at Fire Station 41, in an amount not to exceed \$120,000.00; and authorizes and directs the City Manager to execute the Professional Services Agreement on behalf of the City; or

Motion to approve staff's recommendation as presented.

8. **Discussion, Review, and Possible Direction on Updates to the City's Purchasing and Travel Policies** (City Manager Hoem)

**Staff's Recommendation:** City Council to discuss, review, and provide possible direction on updates to the Purchasing and Travel policies for the City.

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:

9. **Update from the City Manager**

CLOSED SESSION:


- **Conference with Labor Negotiators - Government Code Section 54957.6, Agency Negotiators: City Manager Hoem and Human Resources Director Sousa; Employee Organizations: AFSCME Local 2703 - Mid-Managers Group and Miscellaneous Employees Unit**

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

ADJOURNMENT:

CERTIFICATION:

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



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KORY J. BILLINGS  
CITY CLERK

SB 343 NOTICE

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

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



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

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

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

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

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

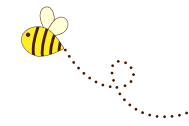


# APRIL







SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5 <b>EASTER</b>	6	7	8	9	10	11
12	13 City Council Meeting - 6:00 PM	14	15 Planning Commission Meeting - 6:00 PM	16	17	18
19	20 City Manager Meet Up w/ the Police Chief at Starbucks (1640 Bell Lane) - 9:00 AM	21	22	23 Scan QR Code for info regarding mobile office hours 	24	25
26	27 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	28	29	30		

# MAY



# 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5	6	7	8	9
10 	11 City Council Meeting - 6:00 PM	12	13	14	15	16
17	18	19 City Manager Meet Up w/ the HR Director at Isabellas (2811 Shaffer Road) - 12 Noon	20 Planning Commission Meeting - 6:00 PM	21	22 <u>Movie in the Park</u> The Benchwarmers Osborn Park	23
24	25  City Holiday Trash pick up delayed - 1 day	26 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	27	28 Scan QR Code for info regarding mobile office hours 	29	30
31						

**STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED**  
**BY FUND**  
**AS OF 3/31/2026**

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
0001 General Fund	20,957,929.67	2,531,859.89	2,210,959.27	21,278,830.29
0003 General Fund Capital	(2,241,096.76)	1,000.00	653,280.53	(2,893,377.29)
0004 Public Safety Trans & Use Tax	3,380,132.57	418,254.03	1,519,982.49	2,278,404.11
0005 Ferrari Ranch Project Fund	2,360.37	0.00	0.00	2,360.37
0007 Measure V Fund	3,591,760.44	123,241.14	0.00	3,715,001.58
0008 Measure V 20% Alternative Modes	854,569.84	30,477.78	881.14	884,166.48
0009 Abandoned Veh Abatement Fund	(11,222.57)	6,828.73	2,885.47	(7,279.31)
0010 Measure V Regional Fund	(228,733.22)	0.00	809.00	(229,542.22)
1005 Police Grants Fund	81,580.72	0.00	0.00	81,580.72
1010 ARPA-American Rescue Plan Act	1,025,683.58	0.00	1,440.00	1,024,243.58
1011 Gas Tax/Street Improvement	186,829.99	81,210.70	179,869.04	88,171.65
1013 Local Transportation Fund	270,399.55	2,031.76	0.00	272,431.31
1014 CRP Carbon Reduction Proj Fund	(1,175,631.68)	0.00	5,236.78	(1,180,868.46)
1015 Traffic Circulation Fund	1,636,233.86	12,294.55	0.00	1,648,528.41
1016 Applegate Interchange	833,009.08	6,259.17	0.00	839,268.25
1017 RSTP-Regional Surface Transp Prog	760,941.97	463,863.26	0.00	1,224,805.23
1018 SB1-Road Maint & Rehab RMRA	840,291.09	73,953.11	12,904.29	901,339.91
1019 LPP-Local Partnership Prg Fund	0.00	0.00	0.00	0.00
1020 Parks and Recreation Fund	1,340,580.35	724,674.91	36,441.20	2,028,814.06
1021 Parks Grants Fund	0.00	0.00	0.00	0.00
1040 General Plan Update-Housing Element	14,595.06	109.66	0.00	14,704.72
1041 General Plan Update Fund	1,693,006.41	12,320.84	53,274.50	1,652,052.75
1055 Neighborhood Stabilization	238,555.75	1,792.49	0.00	240,348.24
1059-80 Housing Grant Funds	1,334,505.58	30,177.23	861.14	1,363,821.67
1091 Police Facility Impact Fee	212,114.54	1,593.81	0.00	213,708.35
1093 Fire Facility Impact Fee	2,858.52	21.47	0.00	2,879.99
1095 Government Building Facility	309,363.54	2,324.53	0.00	311,688.07
3064-67 Redevelopment/Successor Agency Funds	2,562,143.73	85,686.46	9,311.75	2,638,518.44
4020 Performance Bond Trust	237,152.20	1,781.94	0.00	238,934.14
4030 Narcotics Program Trust	2,239.82	16.82	0.00	2,256.64
4060 Section 125 Medical	1,457.50	105.00	0.00	1,562.50
4070 Section 125 Dependent Care	0.00	0.00	0.00	0.00
4080 Pension Rate Stblztn 115 Trust	680,156.07	0.00	28,837.79	651,318.28
4090 CFD No. 1 Trust	141,407.06	1,062.52	0.00	142,469.58

**STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED**  
**BY FUND**  
**AS OF 3/31/2026**

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
5000-55 All Maintenance Districts	1,160,670.58	10,252.74	42,709.50	1,128,213.82
5050 CFD Districts	(39,228.36)	4,398.89	87,174.55	(122,004.02)
6000 Water Enterprise Fund	16,964,250.34	854,166.80	773,595.03	17,044,822.11
6001 Water Fund Capital Replacement	(412,917.30)	0.00	23,483.69	(436,400.99)
6002 DBCP Settlement	22,215.08	166.92	0.00	22,382.00
6004 Water Well- Buhach Colony	200,519.59	1,506.69	0.00	202,026.28
6005 Water Capital Impact Fees	2,999,211.89	22,535.89	0.00	3,021,747.78
6006 Water Operating Reserve Fund	194,672.49	1,462.75	0.00	196,135.24
6007 1,2,3-TCP Fund	14,998,771.99	112,197.28	338,543.00	14,772,426.27
6010 Sewer Enterprise Fund	15,767,120.90	1,113,584.32	1,294,579.02	15,586,126.20
6011 Sewer Fund Capital Replacement	4,142,996.80	31,130.22	0.00	4,174,127.02
6020 Sanitation Enterprise	3,048,528.24	380,424.72	492,314.62	2,936,638.34
7000 Internal Service Fund	936,344.89	486,702.58	165,598.88	1,257,448.59
7001 ISF Equipment/Bldg Replacement	306,459.23	2,302.71	0.00	308,761.94
7010 Employee Benefits Fund	482,978.46	250,417.69	88,837.05	644,559.10
7020 Risk Management	625,419.72	821,642.75	520,996.20	926,066.27
7030 Information Technology	646,636.05	226,687.56	130,651.95	742,671.66
9090 Accrued Interest Fund	786,462.36	5,703.86	792,166.22	0.00
<b>TOTAL</b>	<b>102,366,287.58</b>	<b>8,938,226.17</b>	<b>9,467,624.10</b>	<b>101,836,889.65</b>

Prepared by: Randeep Atwal  
Randeep Atwal, Accountant I

Approved by: [Signature]  
Mark Borba, City Treasurer

**Statement of Changes in Cash Balance  
by Bank  
As of 3/31/2026**

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	74,141,164.45			74,141,164.45
City - RMA Long-Term Investment Fund	1,251,590.26	1,305,703.86		2,557,294.12
City Checking & Investment Accounts	7,999,658.35	7,630,487.63	9,068,048.28	6,562,097.70
Wastewater Checking	3,548,151.63		370,738.03	3,177,413.60
RA Obligation Retirement Fund	1,002,935.84	8.67		1,002,944.51
US Bank/Chandler Asset Mgt.	13,742,630.98	2,026.01		13,744,656.99
PARS Post-Employment Benefits Trust	680,156.07		28,837.79	651,318.28
<b>Totals</b>	<b>102,366,287.58</b>	<b>8,938,226.17</b>	<b>9,467,624.10</b>	<b>101,836,889.65</b>

Prepared by: Randeep Atwal  
Randeep Atwal, Accountant I

Approved by: Mark Borba  
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	74,141,164.45	Chase General Checking	6,865,259.96
Chandler Asset Mgt.	2,557,294.12	Chase Wastewater Checking	3,177,413.60
US Bank/Chandler Asset Mgt.	13,744,656.99	Chase Redevelopment Checking	1,002,944.51
PARS Pension	651,318.28	Chase Savings Account	0.00
PARS OPEB	651,318.30		

**Warrant Summary April 16, 2026**


Prepared By: Joseph Murillo, Accounting Technician  
Accounts Payable Warrant

Date	Description	Amount
4/10/26 - 4/15/26	Prewrittens (Checks Processed Between Warrants)	\$ -
4/16/2026	Warrant	\$ 328,599.76
<b>Total</b>		<b>\$ 328,599.76</b>

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

Payroll		
Date	Description	Amount
<b>Total</b>		<b>\$ -</b>

**Grand Total:** \$ 328,599.76

  
\_\_\_\_\_  
Anna Nicholas, Finance Director

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

# Accounts Payable

## Checks for Approval

User: jmurillo  
 Printed: 4/16/2026 - 8:52 AM



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

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		39.90
0	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		99.99
0	04/16/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		112.86
0	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		77.10
0	04/16/2026	6000 Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		169.77
0	04/16/2026	0001 General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		497.93
0	04/16/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,620.40
0	04/16/2026	0001 General Fund	Office Supplies	QUADIENT FINANCE USA INC		1,500.00
0	04/16/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		397.34
0	04/16/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		420.71
0	04/16/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		634.57
0	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		63.67
0	04/16/2026	6010 Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		169.77
0	04/16/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		437.39
0	04/16/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,620.41
0	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		66.65
0	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		86.68
0	04/16/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		372.49
0	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		29.39
0	04/16/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,620.40
0	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		49.97
0	04/16/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		397.28
0	04/16/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		339.50
0	04/16/2026	0001 General Fund	Office Supplies	QUADIENT FINANCE USA INC		100.00
Check Total:						13,924.17
30571	04/16/2026	1011 Gas Tax/Street Improvement	Professional Services	ADVANCED CHEMICAL TRANSPORT, INC.		882.85
Check Total:						882.85
30572	04/16/2026	0001 General Fund	Communications	AT&T CALNET		287.87
Check Total:						287.87

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30573	04/16/2026	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		578.29
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		44.58
30573	04/16/2026	7000 Internal Service Fund	Communications	AT&T MOBILITY		44.58
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		257.46
30573	04/16/2026	7000 Internal Service Fund	Communications	AT&T MOBILITY		86.22
30573	04/16/2026	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		45.48
30573	04/16/2026	7030 Information Technology Fund	Communications	AT&T MOBILITY		45.48
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		1,615.44
30573	04/16/2026	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		131.70
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		45.57
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		318.67
30573	04/16/2026	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		266.28
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		488.88
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		896.28
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		222.66
30573	04/16/2026	7030 Information Technology Fund	Communications	AT&T MOBILITY		131.11
30573	04/16/2026	7000 Internal Service Fund	Communications	AT&T MOBILITY		44.58
30573	04/16/2026	0009 Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		96.01
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		177.18
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		131.70
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		393.39
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		86.22
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		89.16
30573	04/16/2026	0001 General Fund	Communications	AT&T MOBILITY		90.96
30573	04/16/2026	6010 Sewer Enterprise Fund	Communications	AT&T MOBILITY		491.37
						Check Total:
						6,819.25
30574	04/16/2026	0001 General Fund	Training	RANDEEP ATWAL		24.94
						Check Total:
						24.94
30575	04/16/2026	7000 Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		73.53
						Check Total:
						73.53
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		27.80
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		3,090.00
30576	04/16/2026	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		1,048.60
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		153.00
30576	04/16/2026	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		1,048.60
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		127.76
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		55.60

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		88.68
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		55.60
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		27.80
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
30576	04/16/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
				Check Total:		6,474.04
30577	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	CAL FARM SERVICES		67.23
30577	04/16/2026	0001 General Fund	Small Tools	CAL FARM SERVICES		247.81
30577	04/16/2026	7000 Internal Service Fund	Professional Services	CAL FARM SERVICES		80.00
30577	04/16/2026	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		312.78
				Check Total:		707.82
30578	04/16/2026	7000 Internal Service Fund	Professional Services	CALIFORNIA TURF EQUIPMENT & SUPPLY INC		750.00
30578	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	CALIFORNIA TURF EQUIPMENT & SUPPLY INC		609.43
				Check Total:		1,359.43
30579	04/16/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	COLORADO STATE UNIVERSITY		999.00
				Check Total:		999.00
30580	04/16/2026	7000 Internal Service Fund	Communications	COMCAST		1,680.49
				Check Total:		1,680.49
30581	04/16/2026	7000 Internal Service Fund	Utilities	COMCAST		272.79
				Check Total:		272.79
30582	04/16/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		32.48
30582	04/16/2026	0001 General Fund	Small Tools	CONSOLIDATED ELECTRICAL DISTRIBUTORS		463.05
30582	04/16/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		1,124.50
30582	04/16/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		1,040.33
				Check Total:		2,660.36
30583	04/16/2026	0001 General Fund	Various Classes	MARY ANN DAVIS		477.75
				Check Total:		477.75
30584	04/16/2026	0004 Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		13,101.90
				Check Total:		13,101.90
30585	04/16/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	GARTON TRACTOR INC		315.18

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30585	04/16/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	GARTON TRACTOR INC		345.88
					Check Total:	661.06 ✓
30586	04/16/2026	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		390.00
					Check Total:	390.00 ✓
30587	04/16/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		161.68
					Check Total:	161.68 ✓
30588	04/16/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		28.00
30588	04/16/2026	6020 Sanitation Enterprise Fund	Other Revenue	MC REGIONAL WASTE MGMT. AUTH.		-1,076.08
30588	04/16/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		31.00
30588	04/16/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		40.73
30588	04/16/2026	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		13,379.97
					Check Total:	12,403.62 ✓
30589	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	MCCOY TRUCK TIRE SERVICE		1,675.96
					Check Total:	1,675.96 ✓
30590	04/16/2026	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		330.00
30590	04/16/2026	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		475.00
					Check Total:	805.00 ✓
30591	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		75.90
30591	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		-109.85
30591	04/16/2026	7000 Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		925.00
30591	04/16/2026	7000 Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		475.00
					Check Total:	1,366.05 ✓
30592	04/16/2026	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,961.62
30592	04/16/2026	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-18,544.57
30592	04/16/2026	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,910.44
30592	04/16/2026	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-7,947.68
30592	04/16/2026	6020 Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-17,994.79
30592	04/16/2026	6020 Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		298,720.64
					Check Total:	224,361.54 ✓
30593	04/16/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	MNZ CONCRETE		4,900.00
30593	04/16/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	MNZ CONCRETE		4,900.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	9,800.00
30594	04/16/2026	7000 Internal Service Fund	Professional Services	MUNICIPAL MAINTENANCE EQUIPMENT		9,979.50
30594	04/16/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	MUNICIPAL MAINTENANCE EQUIPMENT		158.68
30594	04/16/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		9,284.41
					Check Total:	19,422.59
30595	04/16/2026	0001 General Fund	Planning Deposits	PRECISION CIVIL ENGINEERING, INC.		1,210.00
					Check Total:	1,210.00
30596	04/16/2026	0001 General Fund	Office Supplies	QUADIENT, INC.		456.00
30596	04/16/2026	0001 General Fund	Office Supplies	QUADIENT, INC.		114.00
					Check Total:	570.00
30597	04/16/2026	1041 General Plan Update Fund	Professional Services	RINCON CONSULTANTS INC		1,073.50
					Check Total:	1,073.50
30598	04/16/2026	3065 Low&Mod Inc Housing Asset Func	Professional Services	RSG INC		586.25
30598	04/16/2026	0001 General Fund	Professional Services	RSG INC		920.00
					Check Total:	1,506.25
30599	04/16/2026	0001 General Fund	Special Departmental Expense	SECURITY CAMERA WAREHOUSE, INC		375.00
30599	04/16/2026	0001 General Fund	Special Departmental Expense	SECURITY CAMERA WAREHOUSE, INC		17.86
					Check Total:	392.86
30600	04/16/2026	1011 Gas Tax/Street Improvement	Professional Services	ST FRANCIS ELECTRIC		1,628.00
					Check Total:	1,628.00
30601	04/16/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	SUNBELT RENTALS INC		32.56
					Check Total:	32.56
30602	04/16/2026	0001 General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		137.14
					Check Total:	137.14
30603	04/16/2026	0001 General Fund	Professional Services	WEED MAN		1,245.00
					Check Total:	1,245.00
30604	04/16/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		10.76

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
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Check Total:	10.76
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Report Total:	328,599.76
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# Warrant Summary April 23, 2026

Prepared By: Joseph Murillo, Accounting Technician

## Accounts Payable Warrant

Date	Description	Amount
4/17/26 - 4/22/26	Prewrittens (Checks Processed Between Warrants)	\$ 724.65
4/23/2026	Warrant	\$ 268,316.50
<b>Total</b>		<b>\$ 269,041.15</b>

### Additional Warrants

Date	Description	Amount
4/21/2026	Aflac	\$ 193.50
4/21/2026	AFSCME District Council 57	\$ 1,033.20
4/21/2026	Atwater Police Officers Association	\$ 2,672.50
4/21/2026	CALPERS Employee 457 Plan	\$ 1,102.00
4/21/2026	EPARS Employee 457 Plan (PNC Bank)	\$ 1,700.00
4/21/2026	PERS Retirement 3/26/26 - 4/8/26	\$ 64,938.60
4/21/2026	State Disbursement - Child Support 4/8/26 Payroll	\$ 363.69
4/21/2026	UNUM Voluntary Life Insurance April 2026 Premium	\$ 141.68
<b>Total</b>		<b>\$ 72,145.17</b>


### Payroll

Date	Description	Amount
4/16/2026	Net Payroll	\$ 213,759.30
4/21/2026	Federal Taxes	\$ 63,633.34
4/21/2026	State Taxes	\$ 8,396.53
<b>Total</b>		<b>\$ 285,789.17</b>

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**Grand Total:** **\$ 626,975.49**

  
\_\_\_\_\_  
Anna Nicholas, Finance Director

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

# Accounts Payable

## Checks for Approval

User: jmurillo  
 Printed: 4/23/2026 - 9:33 AM



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

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	04/21/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		3,953.20
0	04/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		0.01
0	04/21/2026	0001 General Fund	Deferred Compensation	PNC BANK		400.00
0	04/21/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		715.64
0	04/21/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,124.96
0	04/21/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		16,903.13
0	04/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,640.42
0	04/21/2026	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	04/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	04/21/2026	0001 General Fund	Life Insurance Payable	UNUM LIFE INSURANCE COMPANY		70.84
0	04/21/2026	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,033.20
0	04/21/2026	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		21,920.68
0	04/21/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		11,430.54
0	04/21/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		3,953.20
0	04/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		7,029.55
0	04/21/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		16,903.13
0	04/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		17,652.85
0	04/21/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,396.53
0	04/21/2026	0001 General Fund	Deferred Compensation	PNC BANK		1,300.00
0	04/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,359.72
0	04/21/2026	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		363.69
0	04/21/2026	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	04/21/2026	0001 General Fund	Deferred Compensation	CALPERS		75.00
0	04/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,145.04
0	04/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		3,053.29
0	04/21/2026	0001 General Fund	Life Insurance Payable	UNUM LIFE INSURANCE COMPANY		70.84
0	04/21/2026	0001 General Fund	Deferred Compensation	CALPERS		1,027.00
0	04/21/2026	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,672.50
Check Total:						144,175.04
30605	04/21/2026	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		100.00
Check Total:						100.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30606	04/21/2026	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		559.76
				Check Total:		559.76
30607	04/22/2026	7000 Internal Service Fund	Utilities	WEST COAST GAS COMPANY INC		29.97
30607	04/22/2026	7000 Internal Service Fund	Utilities	WEST COAST GAS COMPANY INC		2.10
30607	04/22/2026	7000 Internal Service Fund	Utilities	WEST COAST GAS COMPANY INC		32.82
				Check Total:		64.89
				Report Total:		144,899.69

# Accounts Payable

## Checks for Approval

User: jmurillo  
 Printed: 4/23/2026 - 9:29 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
30608	04/23/2026	0001 General Fund	Office Supplies	AAA WORKSPACE		130.39
					Check Total:	130.39
30609	04/23/2026	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		147.03
30609	04/23/2026	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		147.04
30609	04/23/2026	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		147.04
30609	04/23/2026	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		54.22
30609	04/23/2026	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		54.22
30609	04/23/2026	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		54.22
					Check Total:	603.77
30610	04/23/2026	6000 Water Enterprise Fund	Training	NOE AGUILAR		113.85
					Check Total:	113.85
30611	04/23/2026	7000 Internal Service Fund	Professional Services	ASBURY ENVIRONMENTAL SERVICES		153.00
					Check Total:	153.00
30612	04/23/2026	7000 Internal Service Fund	Operations & Maintenance	ASSOCIATES LOCK & SAFE SERVICE		38.97
					Check Total:	38.97
30613	04/23/2026	0001 General Fund	Communications	AT&T		219.35
					Check Total:	219.35
30614	04/23/2026	0001 General Fund	Communications	AT&T CALNET		173.87
30614	04/23/2026	7000 Internal Service Fund	Communications	AT&T CALNET		607.45
30614	04/23/2026	6000 Water Enterprise Fund	Communications	AT&T CALNET		349.45
30614	04/23/2026	6010 Sewer Enterprise Fund	Communications	AT&T CALNET		541.24
30614	04/23/2026	0001 General Fund	Communications	AT&T CALNET		64.67
					Check Total:	1,736.68

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30615	04/23/2026	6010 Sewer Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		455.00
30615	04/23/2026	1011 Gas Tax/Street Improvement	Professional Services	ATWATER CHIROPRACTIC, INC.		65.00
30615	04/23/2026	7000 Internal Service Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		130.00
30615	04/23/2026	0001 General Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		180.00
30615	04/23/2026	6000 Water Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		195.00
				Check Total:		1,025.00
30616	04/23/2026	0001 General Fund	Professional Services	AXON ENTERPRISE, INC.		25.00
				Check Total:		25.00
30617	04/23/2026	7000 Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		2,228.39
				Check Total:		2,228.39
30618	04/23/2026	0001 General Fund	Special Departmental Expense	BRIGHTDART PRINT & DESIGN, LLC		671.15
				Check Total:		671.15
30619	04/23/2026	0001 General Fund	Training	KELSEY BROWN		84.85
				Check Total:		84.85
30620	04/23/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		51.70
30620	04/23/2026	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		73.25
30620	04/23/2026	0001 General Fund	Professional Services	CAL FARM SERVICES		42.00
				Check Total:		166.95
30621	04/23/2026	0001 General Fund	Training	CALIFORNIA BUILDING OFFICIALS		90.00
				Check Total:		90.00
30622	04/23/2026	0001 General Fund	Memberships & Subscriptions	CALIFORNIA PEACE OFFICER'S ASSOCIATION		175.00
				Check Total:		175.00
30623	04/23/2026	0001 General Fund	Special Departmental Expense	CALIFORNIA TURF EQUIPMENT & SUPPLY IN		363.59
				Check Total:		363.59
30624	04/23/2026	0001 General Fund	Race Communication Fiber Proj	CCME INC		31,278.70
				Check Total:		31,278.70
30625	04/23/2026	0001 General Fund	Coed Volleyball	ERIN CERVANTES		425.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	425.00
30626	04/23/2026	0001 General Fund	Travel/Conferences/Meetings	CITY OF LIVINGSTON		40.00
					Check Total:	40.00
30627	04/23/2026	7000 Internal Service Fund	Utilities	COMCAST		133.77
					Check Total:	133.77
30628	04/23/2026	0001 General Fund	Professional Services	CSG CONSULTANTS, INC.		680.00
30628	04/23/2026	0001 General Fund	Inspection Fees	CSG CONSULTANTS, INC.		8,996.00
					Check Total:	9,676.00
30629	04/23/2026	1041 General Plan Update Fund	Professional Services	DE NOVO PLANNING GROUP		52,330.00
					Check Total:	52,330.00
30630	04/23/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		1,369.94
30630	04/23/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		94.72
30630	04/23/2026	7000 Internal Service Fund	Professional Services	DELRAY TIRE		180.00
30630	04/23/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		741.17
					Check Total:	2,385.83
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		1,044.00
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		-421.20
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		-442.80
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		3,812.12
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		732.00
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		492.00
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		-658.80
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		-2,622.24
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		616.00
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		468.00
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		-3,430.91
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		2,913.60
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		-554.40
30631	04/23/2026	0001 General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		-939.60
					Check Total:	1,007.77
30632	04/23/2026	0001 General Fund	Field Deposits	GEORGE EDDINGS		210.00
					Check Total:	210.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30633	04/23/2026	0001 General Fund	Uniform & Clothing Expense	ENTENMANN-ROVIN CO.		255.88
				Check Total:		255.88
30634	04/23/2026	0001 General Fund	Special Departmental Expense	FORENSIC ANALYTICAL CRIME LAB		282.72
				Check Total:		282.72
30635	04/23/2026	0001 General Fund	Professional Services	GOLDEN STATE COMMUNICATIONS INC		347.19
				Check Total:		347.19
30636	04/23/2026	0001 General Fund	Special Departmental Expense	HANSEN'S FURNITURE		3,770.98
				Check Total:		3,770.98
30637	04/23/2026	0001 General Fund	Community Center Rental	LILIANA HERNANDEZ		-70.00
30637	04/23/2026	0001 General Fund	Community Center Deposits	LILIANA HERNANDEZ		350.00
				Check Total:		280.00
30638	04/23/2026	0001 General Fund	Community Center Deposits	LORI HEYDT		210.00
				Check Total:		210.00
30639	04/23/2026	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		110.00
				Check Total:		110.00
30640	04/23/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		128.85
30640	04/23/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		924.26
30640	04/23/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		101.83
30640	04/23/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		567.66
30640	04/23/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		28.69
				Check Total:		1,751.29
30641	04/23/2026	0001 General Fund	Training	INTERNATIONAL CODE COUNCIL, INC.		28.75
				Check Total:		28.75
30642	04/23/2026	5035 Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		116.00
30642	04/23/2026	5046 Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		431.85
30642	04/23/2026	5033 America West LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		117.00
30642	04/23/2026	5031 Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		980.00
30642	04/23/2026	5024 Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.00
30642	04/23/2026	5054 Simon Annexation LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		237.00
30642	04/23/2026	5027 Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		139.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30642	04/23/2026	5012 Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		377.00
30642	04/23/2026	5042 Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.00
30642	04/23/2026	5022 Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		512.00
30642	04/23/2026	5014 Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.00
30642	04/23/2026	5040 Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		593.00
30642	04/23/2026	5037 Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.00
30642	04/23/2026	5029 Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.00
30642	04/23/2026	5016 Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		233.00
30642	04/23/2026	5044 Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.00
30642	04/23/2026	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		3,898.00
				Check Total:		10,370.85
30643	04/23/2026	7000 Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		20.00
				Check Total:		20.00
30644	04/23/2026	0004 Public Safety Trans & Use Tax	Professional Services	LEXISNEXIS COPLOGIC SOLUTIONS INC		988.80
				Check Total:		988.80
30645	04/23/2026	0001 General Fund	Castle Park Deposits	LYSSABETH MATTOON		200.00
				Check Total:		200.00
30646	04/23/2026	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		93.59
				Check Total:		93.59
30647	04/23/2026	7000 Internal Service Fund	Operations & Maintenance	RICHARD MCEACHIN		98.90
				Check Total:		98.90
30648	04/23/2026	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		300.00
30648	04/23/2026	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		380.00
				Check Total:		680.00
30649	04/23/2026	0001 General Fund	Professional Services	MERCED COUNTY SHERIFF ANIMAL SERVICE		3,325.00
				Check Total:		3,325.00
30650	04/23/2026	0001 General Fund	Professional Services	MERCED COUNTY SHERIFF'S DEPARTMENT		13,698.96
30650	04/23/2026	0001 General Fund	Professional Services	MERCED COUNTY SHERIFF'S DEPARTMENT		3,698.96
				Check Total:		17,397.92
30651	04/23/2026	0001 General Fund	Utilities	MERCED IRRIGATION DISTRICT		911.09

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30651	04/23/2026	5026 Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		38.58
30651	04/23/2026	5024 Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		62.42
30651	04/23/2026	5035 Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		20.80
30651	04/23/2026	5023 Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		537.91
30651	04/23/2026	5034 Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		379.27
30651	04/23/2026	5032 America West LD	Utilities	MERCED IRRIGATION DISTRICT		170.94
30651	04/23/2026	1011 Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		1,099.25
30651	04/23/2026	5041 Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		647.59
30651	04/23/2026	5031 Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		20.80
30651	04/23/2026	6000 Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		14,132.26
30651	04/23/2026	5028 Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		77.09
30651	04/23/2026	5039 Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		732.61
30651	04/23/2026	5010 Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		117.04
30651	04/23/2026	5009 Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		231.29
30651	04/23/2026	5043 Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		270.77
30651	04/23/2026	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		729.22
30651	04/23/2026	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		5,079.95
30651	04/23/2026	5045 Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		399.43
30651	04/23/2026	5036 Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		476.10
30651	04/23/2026	5046 Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		20.80
30651	04/23/2026	5025 Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		77.09
30651	04/23/2026	5030 Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		344.68
						Check Total:
						26,576.98
30652	04/23/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	MUNICIPAL MAINTENANCE EQUIPMENT		2,642.29
						Check Total:
						2,642.29
30653	04/23/2026	0001 General Fund	Professional Services	MUNISERVICES		663.08
						Check Total:
						663.08
30654	04/23/2026	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		7.78
						Check Total:
						7.78
30655	04/23/2026	0001 General Fund	Professional Services	NAVEX GLOBAL INC		5,266.54
						Check Total:
						5,266.54
30656	04/23/2026	0001 General Fund	Travel/Conferences/Meetings	MIKE NELSON		54.74
						Check Total:
						54.74
30657	04/23/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		118.31
30657	04/23/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		754.64

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						872.95
30658	04/23/2026	0001 General Fund	Accounts Payable	ALEXANDER PINO		10.00
30658	04/23/2026	6010 Sewer Enterprise Fund	Accounts Payable	ALEXANDER PINO		73.95
30658	04/23/2026	6000 Water Enterprise Fund	Accounts Payable	ALEXANDER PINO		309.46
30658	04/23/2026	6000 Water Enterprise Fund	Accounts Payable	ALEXANDER PINO		20.00
Check Total:						413.41
30659	04/23/2026	6010 Sewer Enterprise Fund	Utilities	PROJECT COMPANY FINCO PHASE VI LLC		31,472.49
Check Total:						31,472.49
30660	04/23/2026	6010 Sewer Enterprise Fund	Canal Creek Utility Crossing	QUAD KNOPF		879.80
30660	04/23/2026	0001 General Fund	Professional Services	QUAD KNOPF		1,809.60
30660	04/23/2026	0001 General Fund	Professional Services	QUAD KNOPF		729.80
30660	04/23/2026	0001 General Fund	Professional Services	QUAD KNOPF		1,553.40
30660	04/23/2026	0001 General Fund	Professional Services	QUAD KNOPF		701.50
30660	04/23/2026	0001 General Fund	Professional Services	QUAD KNOPF		1,065.30
30660	04/23/2026	0001 General Fund	Professional Services	QUAD KNOPF		294.00
30660	04/23/2026	0001 General Fund	Professional Services	QUAD KNOPF		137.50
30660	04/23/2026	6001 Water Fund Capital Replacement	Canal Creek Utility Crossing	QUAD KNOPF		879.80
30660	04/23/2026	0001 General Fund	Professional Services	QUAD KNOPF		136.80
30660	04/23/2026	6010 Sewer Enterprise Fund	Atwater Blvd Drainage Imprvmts	QUAD KNOPF		1,383.30
30660	04/23/2026	0001 General Fund	Professional Services	QUAD KNOPF		651.90
Check Total:						10,222.70
30661	04/23/2026	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	SAFE-T-LITE		367.52
Check Total:						367.52
30662	04/23/2026	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		250.00
30662	04/23/2026	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		176.00
30662	04/23/2026	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		250.00
30662	04/23/2026	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		235.27
30662	04/23/2026	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		155.16
30662	04/23/2026	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		176.00
30662	04/23/2026	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		176.00
Check Total:						1,418.43
30663	04/23/2026	0001 General Fund	Training	SEQUOIAS COMMUNITY COLLEGE DISTRICT		150.00
Check Total:						150.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30664	04/23/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	SHERWIN-WILLIAMS CO.		-40.00
30664	04/23/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	SHERWIN-WILLIAMS CO.		179.84
				Check Total:		139.84
30665	04/23/2026	7000 Internal Service Fund	Professional Services	SKY BLUE MOBILE GLASS LLC		160.00
30665	04/23/2026	7000 Internal Service Fund	Operations & Maintenance	SKY BLUE MOBILE GLASS LLC		320.00
				Check Total:		480.00
30666	04/23/2026	7000 Internal Service Fund	Professional Services	STATE PRO BUILDERS INC.		1,250.00
				Check Total:		1,250.00
30667	04/23/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	STATE WATER RESOURCES CONTROL BOARD		1,873.00
				Check Total:		1,873.00
30668	04/23/2026	0001 General Fund	Plan Check Fees	TRUE NORTH COMPLIANCE SERVICES INC		2,125.00
30668	04/23/2026	0001 General Fund	Plan Check Fees	TRUE NORTH COMPLIANCE SERVICES INC		12,968.75
30668	04/23/2026	0001 General Fund	Plan Check Fees	TRUE NORTH COMPLIANCE SERVICES INC		5,062.50
				Check Total:		20,156.25
30669	04/23/2026	0001 General Fund	Special Departmental Expense	ULINE		150.64
				Check Total:		150.64
30670	04/23/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		17,392.67
				Check Total:		17,392.67
30671	04/23/2026	6010 Sewer Enterprise Fund	Communications	VERIZON WIRELESS		38.81
30671	04/23/2026	0001 General Fund	Communications	VERIZON WIRELESS		38.35
30671	04/23/2026	6000 Water Enterprise Fund	Communications	VERIZON WIRELESS		78.82
30671	04/23/2026	7000 Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
30671	04/23/2026	6010 Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
30671	04/23/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.01
30671	04/23/2026	7000 Internal Service Fund	Utilities	VERIZON WIRELESS		80.04
				Check Total:		354.05
30672	04/23/2026	0001 General Fund	Special Departmental Expense	WARD ENTERPRISES		86.95
				Check Total:		86.95
30673	04/23/2026	7000 Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		18.31

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
						18.31
					Check Total:	18.31
30674	04/23/2026	0001 General Fund	Special Departmental Expense	WORK WELLNESS		221.00
30674	04/23/2026	0001 General Fund	Special Departmental Expense	WORK WELLNESS		540.00
						761.00
					Check Total:	761.00
						268,316.50
					Report Total:	268,316.50



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**CITY COUNCIL**  
**ACTION MINUTES**  
**February 23, 2026**

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

**CALL TO ORDER**

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

**INVOCATION:**

Provided by Police Chaplain Steve Mead.

**PLEDGE OF ALLEGIANCE:**

Led by City Attorney Splendorio.

**ROLL CALL**

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

**Absent:** Mayor Nelson

**SUBSEQUENT NEED ITEMS:** None

**APPROVAL OF AGENDA:**

Motion to approve the agenda as posted.

**MOTION:** Raymond

**SECOND:** Rochester

**ABSENT :** Nelson

**VOTE:** Motion passed.

**PRESENTATIONS:**

**American Medical Response (Daniel Iniquez, Regional Director and Rich Silva, Director of Communications)**

Daniel Iniquez, Regional Director and Rich Silva, Director of Communications presented a PowerPoint.

**Mid Valley Disposal Annual Report (Marissa Corralejo, Recycling Program Specialist)**

Marissa Corralejo, Recycling Program Specialist presented an Annual Report.

**Monthly report by Merced County District 3 Supervisor McDaniel**

Supervisor McDaniel provided the County of Merced District 3 monthly report.

**COMMENTS FROM THE PUBLIC**

Public comments were received regarding Atwater Youth Baseball, Mid Valley Disposal, ADA accessibility, and an update for Congressman Gray's office.

**CONSENT CALENDAR:**

Motion to approve Consent Calendar as presented.

**MOTION:** Raymond

**SECOND:** Ambriz

**VOTE:** Motion passed.

**Approved Items:**

- **Item 1:** Treasurer's Report – December 31, 2025
- **Item 2:** Warrants – February 5, 2026, February 12, 2026, February 19, 2026
- **Item 3 :** Minutes (City Council) – January 28, 2026 – Special meeting
- **Item 4:** Adoption of Resolution No. 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.
- **Item 5:** Approving 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.
- **Item 6:** 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.

- **Item 7:** 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.

**REPORTS AND PRESENTATIONS FROM STAFF:**

**Police Department Update Regarding Street Crime Activity, Unhoused Population Response Efforts, and Public Safety Initiatives**

Chief McEachin provided an update regarding Street Crime Activity, Unhoused Population Response Efforts, and Public Safety Initiatives.

**Approving an Amendment to the Salary Schedule to Equalize Department Head Salary Ranges**

**MOTION:** Council Member Ambriz motioned to postpone the item of Approving an Amendment to the Salary Schedule to Equalize Department Head Salary Ranges to the meeting of September 28, 2026, to allow for more work and any negotiations that need to happen.

**MOTION:** Ambriz

**SECOND:** Raymond

**NOES:** Rochester

**VOTE:** Motion passed.

**COUNCIL MATTERS**

Council Members and Mayor Pro Tem provided individual updates.

**CITY MANAGER REPORT**

Update provided by City Manager Hoem.

**ADJOURNMENT**

The meeting was adjourned in the name of Margie Anderson at 8:08 PM.

**APPROVED:**

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MICHAEL G. NELSON  
MAYOR

ATTEST:

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JANELL MARTIN  
ASSISTANT CITY CLERK



# CITY OF ATWATER

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## CITY COUNCIL ACTION MINUTES March 9, 2026

Council Chambers – 750 Bellevue Road, Atwater, California

### CALL TO ORDER

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

### INVOCATION:

Provided by Pastor Rich Miller.

### PLEDGE OF ALLEGIANCE:

Led by Mayor Pro Tem Cale.

### ROLL CALL

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

**Absent:** Mayor Nelson and Council Member Raymond

**SUBSEQUENT NEED ITEMS:** None

### APPROVAL OF AGENDA:

Motion to approve the agenda as posted.

**MOTION:** Ambriz

**SECOND:** Rochester

**ABSENT:** Nelson and Raymond

**VOTE:** Motion passed.

### PRESENTATIONS:

**Sound the Alarm and Save a Life (Gameelah Mohamed, Community Disaster Program Manager, American Red Cross)**

Gameelah Mohamed, Community Disaster Program Manager for American Red Cross gave a brief presentation.

### **Government Finance Professionals Week, March 23 - March 27, 2026**

Mayor Pro Tem Cale on behalf of the City Council, presented the proclamation to Finance Director Nicholas, on behalf of the Finance Department, recognizing the Week of March 23– 27, as Government Finance Professionals Week.

### **COMMENTS FROM THE PUBLIC**

Public comments were received regarding a longtime Pastor, community member and issues with a project.

### **CONSENT CALENDAR:**

Motion to approve Consent Calendar as presented.

**MOTION:** Rochester

**SECOND:** Ambriz

**VOTE:** Motion passed.

### **Approved Items:**

- **Item 1:** Warrants – February 26, 2026, March 5, 2026
- **Item 2:** Treasurer’s Report – January 31, 2026
- **Item 3 :** Minutes (Audit and Finance Committee) – October 13, 2025 – Regular meeting
- **Item 4 :** Minutes (City Council) – February 9, 2026 – Regular meeting
- **Item 5:** Adoption of Resolution No. 3598-26, approving the annual Local Transportation Fund (LTF) Claim to be filed with the Merced County Association of Governments (MCAG) for Fiscal Year 2024-25; and authorizes and directs the City Manager to execute the Claim form on behalf of the City; and adoption of Resolution No. 3599-26, approving Budget Amendment No. 10 regarding FY 2024-25 Local Transportation Fund.

### **COUNCIL MATTERS**

Council Members and Mayor Pro Tem provided individual updates.

### **CITY MANAGER REPORT**

Update provided by City Manager Hoem.

### **ADJOURNMENT**

The meeting adjourned at 6:32 PM.

APPROVED:

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JOHN CALE  
MAYOR PRO TEM

ATTEST:

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JANELL MARTIN  
ASSISTANT CITY CLERK



CITY COUNCIL  
AGENDA REPORT

CITY COUNCIL

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

**MEETING DATE:** April 27, 2026  
**TO:** Mayor and City Council  
**FROM:** Josh Randol, CAL FIRE-Battalion Chief  
**PREPARED BY:** Atwater City Fire Department Fire Department, Office Technician  
**SUBJECT:** **Approving Amendment No.1 to the Special Services Agreement with the County of Merced on Behalf of the Merced County Fire Department from July 1, 2025, to June 30, 2028, for special services which consist of a Heavy Equipment Mechanic (CAL Fire Battalion Chief Randol)**

**RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3607-26 approving Amendment No.1 to the Special Services Agreement with the County of Merced on Behalf of the Merced County Fire Department for special services which consist of a Heavy Equipment Mechanic to perform the duties of a Heavy Equipment Mechanic I/II from July 1, 2025 through June 30, 2028, the County of Merced & the City of Atwater will each contribute 50% of the total costs associated with the Heavy Equipment Mechanic; and authorizing the Mayor to sign the agreement on behalf of the City of Atwater.

**I. BACKGROUND/ANALYSIS:**

Maintaining fire apparatus and heavy equipment in peak condition is critical to ensuring operational readiness, emergency response capabilities, and compliance with regulatory standards. Several key operational and financial advantages highlight the long-term value and efficiency of utilizing a county mechanic. While baseline service costs between in-house and vendor repairs may appear similar, the broader operational and financial impacts are not. A dedicated county mechanic offers:

- Faster turnaround times (in contrast, timeframes for simple, annual, third-party maintenance have been observed to be 3 to 4 months)
- Lower parts costs through in-house rebuilding of various parts.
- Improved deployment readiness and revenue opportunities.
- Increased safety and regulatory compliance
- Streamlined recordkeeping and transparency.

Investing in County servicing not only preserves the functionality and lifespan of critical equipment—it enhances the department’s ability to respond effectively and generate

revenue through mutual aid and state mission participation through Assistance By Hire. Although there will still be times that the apparatus may need to get sent out, it's anticipated that the City will not only have an overall substantial cost savings, but also be able to keep equipment in service longer and allow the ability to build revenue through out-of-County requests.

**II. FISCAL IMPACTS:**

Costs related to the proposed amendment are to be allocated within the General Fund under Professional Services, 0001-2030-3030.

Fiscal Year 2025-2026 \$65,000.00

Fiscal Year 2026-2027 \$75,000.00

Fiscal Year 2027-2028 \$80,000.00

Agreement Total \$220,000.00

This item has been reviewed by the Finance Department.

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

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

**V. ALTERNATIVES:**

Discontinue the current agreement with Merced County and revert to previous status of equipment maintenance which consists of outsourcing repairs and routine maintenance to a third party.

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by relevant departments.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

This item is not a "project" under the California Environmental Quality Act (CEQA) as

this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

**IX. STEPS FOLLOWING APPROVAL:**

Following adoption, the City Clerk's office will finalize the Resolution and work with the Fire Department and City Manager's office to fully execute all needed documentation.

Submitted by:



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Josh Randol, CAL Fire Battalion Chief

Approved by:



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Chris Hoem, City Manager

Attachments:

1. Resolution No. XXXX-26 Amendment No. 1 to City Agreement with County of Merced
2. City of Atwater amend 1 042126



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

**RESOLUTION NO. XXXX-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO A SPECIAL SERVICES CONTRACT AGREEMENT WITH THE COUNTY OF MERCED FROM JULY 1, 2025, TO JUNE 30, 2028, FOR COST SHARE OF ONE COUNTY MECHANIC, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF ATWATER**

**WHEREAS**, the City of Atwater desires to Approve Amendment No. 1 to the contract with Merced County for special services which consist of a Heavy Equipment Mechanic to perform the duties of a Heavy Equipment Mechanic I/II. and

**WHEREAS**, Merced County is specially trained, experienced, and competent to perform such services in connection with placement of a Heavy Equipment Mechanic; and

**WHEREAS**, the parties anticipate the Heavy Equipment Mechanic's job site will be at a Merced County building/property; and

**WHEREAS**, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater hereby finds and declares the following:

1. The above recitals are true and correct and incorporated herein by reference.
2. The City Council of the City of Atwater, California approves Special Services Agreement with the County of Merced on Behalf of the Merced County Fire Department for special services which consist of a Heavy Equipment Mechanic to perform the duties of a Heavy Equipment Mechanic I/II from July 1, 2025 through June 30, 2028, the County of Merced & the City of Atwater will each contribute

50% of the total costs associated with the Heavy Equipment, a copy of which is on file in the office of the City Clerk and referred to for particulars.

3. The City Council of the City of Atwater, California authorizes the Mayor, to sign and execute said Agreement on behalf of the City of Atwater.
4. This resolution is effective immediately upon adoption.

The foregoing resolution is hereby adopted this XX day of XXXX 2026.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KORY J. BILLINGS, CITY CLERK**

**AMENDMENT NO. 1  
TO  
CONTRACT NO. 2025106  
BETWEEN  
COUNTY OF MERCED  
AND  
THE CITY OF ATWATER**

THIS Amendment to Contract No. 2025106 ("Amendment"), is executed by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and the City of Atwater (hereinafter referred to as "City").

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern, and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by both parties to the original Agreement. Once duly approved, this Amendment shall become effective as of the date signed by the Chairman of the Merced County Board of Supervisors.

**MODIFICATIONS:**

1. Section 3, entitled "TERM", is amended to read as follows:

The term of this Agreement shall commence on the 1st day of July, 2025, and continue until the 30th day of June, 2028, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE", as set forth elsewhere in this Agreement.

2. Section 5, entitled "TERMS OF PAYMENT", is amended to read as follows:

Payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section 1, "SCOPE OF SERVICES." Payment shall be made in the following manner:

County shall submit Quarterly itemized invoices, or alternate documentation as deemed appropriate in advance by City, for services it has provided and for the amount owed under this Agreement. Invoices shall be forwarded to the City at the City address indicated under Section 6, "NOTICES" of this Agreement.

The fee due hereunder shall be paid to County within thirty (30) days following receipt of a proper invoice. The annual not to exceed costs will be based on the below:

Fiscal Year 2025-2026	\$65,000.00
Fiscal Year 2026-2027	\$75,000.00
Fiscal Year 2027-2028	<u>\$80,000.00</u>
Agreement Total	\$220,000.00

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

Signature page to follow

County of Merced

City of Atwater

By \_\_\_\_\_

By \_\_\_\_\_

Daron McDaniel  
Board Chair, Board of Supervisors

Michael Nelson, Mayor

\_\_\_\_\_

\_\_\_\_\_

Dated

Dated

APPROVED AS TO LEGAL FORM  
MERCED COUNTY COUNSEL

APPROVED AS TO LEGAL FORM

By \_\_\_\_\_

By \_\_\_\_\_

Rina M. Gonzales  
Chief Deputy County Counsel

Frank Splendorio  
City Attorney

\_\_\_\_\_

\_\_\_\_\_

Dated

Dated



CITY COUNCIL  
AGENDA REPORT

CITY COUNCIL

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

**MEETING DATE:** April 27, 2026  
**TO:** Mayor and City Council  
**FROM:** Jonnie Hanson Lan, Community Development Director  
**PREPARED BY:** Julia Coronado, Project Accountant  
**SUBJECT:** **Approving a Professional Services Agreement with Willdan Financial Services for FY 2026/2027 Landscape Maintenance and Lighting & Drainage District Administration** (Community Development Director Hanson Lan)

**RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3608–26 approving a Professional Services Agreement with Willdan Financial Services for the administration of the City’s Landscape Maintenance Districts and Lighting and Drainage Maintenance Districts for Fiscal Year 2026/2027, in an amount not to exceed \$25,086, and authorize the City Manager to execute the agreement.

**I. BACKGROUND/ANALYSIS:**

The City of Atwater administers multiple Landscape Maintenance Districts (LMDs) and Lighting and Drainage Maintenance Districts (LDMDs), which require annual levy calculations, Engineer’s Reports, and compliance with state laws including the Landscaping and Lighting Act of 1972 and Proposition 218.

The City has historically contracted with Willdan Financial Services to provide specialized district administration services. Willdan possesses the expertise, software, and technical capacity necessary to ensure accurate assessment calculations, preparation of required reports, and coordination with the County for tax roll placement.

**I. ANALYSIS:**

The proposed agreement continues these services for Fiscal Year 2026/2027. Key components of the scope of work include:

- Preparation of annual Engineer’s Reports in compliance with California law
- Development and management of assessment rolls and parcel databases
- Calculation of annual assessments using specialized software

- Coordination with the County Auditor/Controller for tax roll placement
- Assistance with resolutions and public hearing processes
- Ongoing support and response to property owner inquiries
- Attendance at City meetings as needed

The agreement includes administration for:

- 31 Lighting and Drainage Maintenance Districts
- 19 Landscape Maintenance Districts

The annual service fee is \$21,816, with reimbursable expenses not to exceed \$3,270, for a total contract amount not to exceed \$25,086.

The term of the agreement is April 27, 2026 through April 27, 2027.

Staff finds the agreement to be consistent with prior years, cost-effective, and necessary to ensure compliance with statutory requirements and timely levy processing.

**II. FISCAL IMPACTS:**

Funding for these services is included in the Fiscal Year 2026/2027 budget within the respective maintenance district funds.

Total cost:

- Professional Services: \$21,816
- Reimbursable Expenses (not-to-exceed): \$3,270
- Total Not-to-Exceed Amount: \$25,086

**III. LEGAL REVIEW:**

The agreement has been reviewed and approved as to form by the City Attorney's Office.

**IV. EXISTING POLICY:**

N/A

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by all relevant departments.

**VII. PUBLIC PARTICIPATION:**

GC Section 65400 requires that the reports “be considered at a public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.” The public will have an opportunity to provide comments on this item up to and including during the City Council meeting when the item is read for consideration.

**VIII. ENVIRONMENTAL REVIEW:**

This action is not considered a “project” under the California Environmental Quality Act (CEQA) pursuant to Section 15378, as it involves administrative activities that will not result in a direct or indirect physical change in the environment.

**IX. STEPS FOLLOWING APPROVAL:**

Upon conclusion of tonight’s City Council meeting, the City will be able to execute the Professional Services Agreement with Willdan Financial Services.

Submitted by:



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Jonnie Hanson Lan, Community Development Director

Approved by:



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Chris Hoem, City Manager

Attachments:

1. Reso FY 2026-27
2. Willdan Professional Services Agreement (2026-27)-c1 (New)
3. Atwater Admin (LL-AD FY26-27) Agrmnt Exhibits\_Mar 2026\_Final



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

**RESOLUTION NO. XXXX-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER  
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
WILLDAN FINANCIAL SERVICES FOR THE ADMINISTRATION OF  
LANDSCAPE MAINTENANCE DISTRICTS AND LIGHTING AND  
DRAINAGE MAINTENANCE DISTRICTS FOR FISCAL YEAR 2026/2027**

**WHEREAS**, the City of Atwater administers Landscape Maintenance Districts and Lighting and Drainage Maintenance Districts in accordance with applicable provisions of California law, including the Landscaping and Lighting Act of 1972 and Proposition 218; and

**WHEREAS**, the City requires specialized professional services to prepare annual Engineer's Reports, calculate assessments, maintain parcel databases, and coordinate with the County Auditor/Controller for placement of assessments on the property tax roll; and

**WHEREAS**, Willdan Financial Services is qualified and experienced in providing such services and has previously provided these services to the City; and

**WHEREAS**, the City and Willdan Financial Services desire to enter into a Professional Services Agreement for Fiscal Year 2026/2027 to provide administration services for the City's Landscape Maintenance Districts and Lighting and Drainage Maintenance Districts; and

**WHEREAS**, the proposed agreement provides for an amount not to exceed \$25,086, including reimbursable expenses, and a term from April 27, 2026 through April 27, 2027; and

**WHEREAS**, sufficient funds have been budgeted in the Fiscal Year 2026/2027 budget within the applicable maintenance district funds; and

**WHEREAS**, the agreement has been reviewed and approved as to form by the City Attorney.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Atwater as follows:

1. **Approval of Agreement.** The Professional Services Agreement between the City of Atwater and Willdan Financial Services for administration of Landscape Maintenance Districts and Lighting and Drainage Maintenance Districts for Fiscal Year 2026/2027, in an amount not to exceed \$25,086, is hereby approved.
2. **Authorization.** The City Manager is hereby authorized to execute the Agreement on behalf of the City, in substantially the form presented, and to make minor, non-substantive modifications as necessary.
3. **Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution is hereby adopted this 27<sup>th</sup> day of April, 2026.

**AYES:**  
**NOES:**  
**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KORY J. BILLINGS**  
**CITY CLERK**

**CITY OF ATWATER  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of April 27, 2026 by and between the City of Atwater, a public agency organized and operating under the laws of the State of California (“City”), and Willdan Financial Services, California Corporation with its principal place of business at 27368 Via Industria, Suite 200, Temecula, CA 92590 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

- A. City is a public agency of the State of California and is in need of professional services for the following project:

Provide annual administration services for the City of Atwater’s Landscape Maintenance Districts and Lighting and Drainage Districts for Fiscal Year 2026/2027 (hereinafter referred to as “the project”).

- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

- a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”
- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$25,086.00 **Twenty-Five Thousand and Eighty Six dollars**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the

scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term or Time of Performance

The term of this Agreement shall be from **April 27, 2026** to **April 27, 2027**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within (i) each Engineer's Report to the City for inclusion into the Council's agenda package within 2 weeks of the Intent Meeting, currently scheduled for June 8<sup>th</sup>, 2026 and (iii) the assessment amounts to the County Auditor/Controller's Office for placement on the annual property tax roll by the County due date, subject to timely delivery of information and approvals required of the City. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

- a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

## 8. Standard of Care; Performance of Employees

- a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
- b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

## 9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

## 10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

## 11. Insurance

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

### a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

- (i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

- (i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

- (ii) Defense costs shall be payable in addition to the limits.
- (iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

- i. Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

- (i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.
- (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
- (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements

Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its

officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

- b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

### 13. California Labor Code Requirements.

- a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay,

shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

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

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in at the Superior Court of California for the County of Merced.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Ownership of Documents and Confidential Information.

- a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.
- b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.
- c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

19. Organization

Consultant shall assign Stacey Reynolds, Principal Consultant, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:  
City of Atwater  
1160 Fifth Street  
Atwater, CA 95301  
Attn: City Clerk Department

CONSULTANT:  
Stacee Reynolds, Principal Consultant  
Willdan Financial Services  
27368 Via Industria, Suite 200  
Temecula, CA 92590

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

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

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF ATWATER  
AND WILLDAN FINANCIAL SERVICES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF ATWATER**

**CONSULTANT**

By: \_\_\_\_\_  
Christopher Hoem, City Manager

By: \_\_\_\_\_  
Gladys Ceballos, Vice President/Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A  
Scope of Services

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C  
Activity Schedule

EXHIBIT D

Federal Requirements

[DELETE EXHIBIT IF NOT APPLICABLE]

March 20, 2026

Mr. Chris Hoem  
City Manager  
City of Atwater  
750 Bellevue Road  
Atwater, California 95301

***Re: Agreement Exhibits for Fiscal Year 2026/2027 Administration of Landscape Maintenance Districts and Lighting and Drainage Maintenance Districts for the City of Atwater***

Dear Mr. Hoem:

Per our discussion, the following outlines Willdan Financial Services' ("Willdan") scope of services and fee to provide annual administration services for the City of Atwater's Landscape Maintenance Districts and Lighting and Drainage Maintenance Districts for Fiscal Year 2026/2027. Please feel free to attach the following to the City's agreement.

We appreciate this opportunity to continue to serve the City and look forward to hearing from you. Please feel free to contact Mickey Ashley at (951) 587-3544 or via email at [MAshley@Willdan.com](mailto:MAshley@Willdan.com), or me directly at (951) 587-3551 or via email at [SReynolds@Willdan.com](mailto:SReynolds@Willdan.com) if you have any questions regarding the attached information.

Sincerely,

**Willdan Financial Services**

A handwritten signature in blue ink that reads "Stacey Reynolds". The signature is written in a cursive style and is positioned above the printed name and title.

Stacey Reynolds  
Principal Consultant  
District Administration Services

# Exhibit A

## Scope of Work

### Scope of Services

The following scope of work outlines various services and activities that Willdan Financial Services (“Willdan”) will provide to the City of Atwater (“City”) to assist with the annual administration of the Landscape Maintenance Districts and Lighting and Drainage Maintenance Districts.

1. Schedule an annual conference call kick-off meeting with City staff to review the existing districts’ information. Identify and discuss possible changes to the districts for the upcoming fiscal year, including budget issues, annexations, modification, or expansion of districts’ improvements, as well as legislative changes that may impact the districts.
2. Prepare an annual levy timeline identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline will be reviewed and discussed with City staff. As needed, the timeline will also be adjusted to address the City’s scheduling requirements or proposed district changes.
3. Review the districts’ budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will assist City staff to prepare and review the annual districts’ budgets; thus, ensuring the appropriate incorporation of maintenance contract costs, administrative expenses, material costs, capital costs, and other incidental costs into the districts’ budgets to achieve maximum cost-to-benefit equity.
4. Maintain and update a parcel levy database by using the parcel information from various sources. As new data becomes available, update the database, and enhance the data through parcel research using current secured roll information, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, county land use data and adjusted benefit unit information. This database will then become the source for the calculation of the annual districts’ assessments.
5. Use our MuniMagic software to calculate the annual assessments for the parcels within the districts, based upon their assigned benefit. This software is capable of handling complex assessment methodologies and formulas, calculating the annual assessments, and producing files in the required format for submittal to the County Auditor/Controller’s Office. The County secured roll, Assessor’s parcel maps, or any other necessary or required data sources for the calculation of the annual assessments will be purchased by Willdan; and the cost will be passed onto the City.
6. Assist City staff in the review of resolutions, upon request. By applying current legislation, Willdan will identify and discuss with the City any recommended changes to the resolutions. The City acknowledges, however, that the City Attorney will review all resolutions for form and content, as is intended.
7. Attend up to two (2) City meetings remotely, public hearing, or staff meeting to answer any questions requested by staff. Willdan can also attend additional meetings upon the City’s request. **Willdan’s staff time for additional meetings will be charged and invoiced separately, along with travel expenses incurred, if any.**
8. Prepare in accordance with the Landscaping and Lighting Act of 1972, Benefit Assessment Act of 1982, the provisions of California Constitution Article XIII D (Proposition 218), and the City of Atwater’s requirements, the districts’ annual Engineer’s Reports. Each report will include the following required items:
  - A general description of the districts, which may include key historical facts, zone designations, and discussion of each district’s benefits.
  - A description of the plans and improvement specifications (this may apply to documents to obtain details on file at the City).
  - An estimate of the costs of the improvements (budget).
  - A description of the Method of Apportionment (assessment calculation).
  - A diagram of the district(s) (provided or approved by the City).
  - An assessment of the estimated cost to each parcel

# Exhibit A

## Scope of Work

9. Provide the City with an electronic copy of the full Engineer's Reports (including the collection roll) for staff to reproduce, as needed.
10. Provide assessment amounts for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll.
11. Provide the adopted resolutions ordering the levy, collection of assessments, and any other necessary information to the County Auditor/Controller's Office.
12. Research the exceptions upon receipt of a parcel exceptions list from the County; and update parcel number changes, as well as report the revised parcels and updated levy amounts to the County. As necessary, Willdan will prepare for City staff additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.
13. Provide the City with a levy summary report comparing budget amounts to the actual applied levy. This levy summary will include a description of the reasons for any significant variances between the amounts budgeted, and the amounts actually applied to the County tax roll.
14. Act as primary contact (at the discretion of the City) to answer property owner questions regarding the districts and assessments. Willdan, typically, provides the County our toll-free telephone number for inclusion on the tax bills for property owners to call with questions.
15. (Optional): Prepare and mail invoices (handbills) to all property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in two (2) installments, similar to the County tax bills, and would be payable directly to the City.

### Client Responsibilities

As needed Willdan will rely on obtaining the following information or documentation from the City:

- Annual budget information, including estimated fund balances.
- Changes, modifications, or updates to the improvements described in the previous year's Engineer's Reports.
- Changes or modifications to the district structure, including annexations or applicable zoning changes.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- Complete list of improvements provided and maintained in the districts, including descriptions and locations thereof.
- Electronic copies of the existing and/or updated boundary diagrams for each district.

As required by law, the City is also responsible for publishing the public hearing notices in the local newspaper, as well as for the posting of these notices.

Willdan will rely on the validity and accuracy of the City's data and documentation and applicable County land use data to complete our analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the client or a third party

# Exhibit A

## Scope of Work

### Project Disclaimer

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission (“SEC”), as such the City of Atwater represents, acknowledges, and agrees that Willdan is not acting as a “municipal advisor” (as defined by the SEC), to the City, in any capacity as it relates to the project proposed in this Landscape Maintenance District and Lighting and Drainage Maintenance Districts admin renewal.

- (i) The City uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and the City shall not otherwise request or require Willdan to provide any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City , (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City , in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

# Exhibit B

## Fee Schedule

### Fee

The fees below reflect the application of the outlined scope of services and are based on the time we estimate will be spent on average each year to administer the City's districts.

District	FY 2026/2027
31 Lighting and Drainage Maintenance Districts*	\$12,120
19 Landscape Maintenance Districts*	\$9,696
<b>Annual Fee</b>	<b>\$21,816</b>

\* The fee assumes that all existing Engineer's Reports will continue to be combined into a total of not more than two (2) consolidated Engineer's Reports (one [1] for the Landscape Maintenance Districts and one [1] for the Lighting and Drainage Maintenance Districts). This will maintain efficiency and provide consistency for subsequent years.

### Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses, **not-to-exceed \$3,270**. Examples of reimbursable expenses include, but are not limited to: postage, travel expenses, mileage (current prevailing federal rate), tapes; maps, electronic data provided from the County and/or other applicable resources, construction cost periodicals, and copying (currently 6¢ per copy).

Any additional expense for reports or from outside services will be billed to the City, plus a fifteen-percent mark-up. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates (see "Additional Services" section on following page).

If a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan's applicable rate schedule.

### Additional Services

Additional authorized services will be billed at Willdan's then-current hourly consulting rates. Our current hourly rates are:

Title	Hourly Rate
Group Director	\$250
Principal Engineer	249
Assistant Director	240
Principal Consultant	210
Senior Project Manager	185
Project Manager/Program Director	165
Senior Project Analyst	135
Senior Analyst	125
Analyst II	110
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** April 27, 2026  
**TO:** Mayor and City Council  
**FROM:** Justin Vinson, Public Works Director  
**PREPARED BY:** Jim Vang, Civil Engineering Assistant  
**SUBJECT:** **Awarding a General Construction Contract with Chrisp Company for Restriping Various Streets Throughout the City Project (Public Works Director Vinson)**

### **RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3609-26 approving Budget Amendment No. 13 amending Fiscal Year 2025-2026 regarding restriping various street throughout the City; and Adopt Resolution No. 3610-26 awarding a General Construction Contract, in a form approved by the City Attorney, to Chrisp Company of Stockton, CA, for the Restriping Various Streets Throughout the City Project, City Project 26-03, Bid Call No. 735-26, in an amount not to exceed \$260,560.00; and authorizes construction contract change orders up to an aggregate amount of \$26,056.00 (10%); and authorizes and directs the City Manager or designee to execute all contract documents and sign a Notice of Completion on behalf of the City.

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

At their regular meeting on February 23, 2026, the City Council authorized a call for bids for restriping various streets throughout the City. The proposed work is on 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. Work consists of removing existing pavement markers and traffic striping and replacing with thermoplastic traffic striping and pavement markings and markers.

Bid proposal for this project were opened on Thursday, April 2, 2026, at 2:00 P.M. and were totaled and reviewed for responsiveness. One (1) bid proposal was received. Staff has reviewed the bid and determined that the bid submitted by Chrisp Company of Stockton, California in the amount of \$260,560.000 is a responsive and acceptable bid.

Staff recommend including 10% of the bid amount as contingency funds for unforeseen and necessary changes to the contract. Staff is recommending a total construction budget of \$286,616.00. This total budget includes the construction contract amount of \$260,560.00 for bid items with the contractor and \$26,056.00 for contingency.

**II. FISCAL IMPACTS:**

Sufficient funding for this project will be available upon approval of Budget Amendment No. 13 in the Regional Surface Transportation Program Fund FY 25-26, Account No. 1017-1080-X018 and SB1 Fund FY 25-26, Account No. 1018-1080-X018. This item has been reviewed by the Finance Department.

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

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

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been coordinated by all the relevant departments.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

This project is Categorically Exempt (CE) pursuant to the California Environmental Quality Control Act (CEQA) guidelines, Section 15301, Class1(c): Operation, repair, maintenance, or minor alteration to existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

**IX. STEPS FOLLOWING APPROVAL:**

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

Submitted by:



---

Justin Vinson, Public Works Director

Approved by:



---

Chris Hoem, City Manager

Attachments:

1. Budget Amendment Resolution
2. Resolution XXXX-26 Awarding Construction Contract
3. Bid Summary
4. Construction Contract Project 26-03



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

**RESOLUTION NO. XXXX-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ATWATER APPROVING BUDGET  
AMENDMENT NO. X AMENDING 2025-2026  
FISCAL YEAR BUDGET REGARDING  
RESTRIPING VARIOUS STREETS THROUGHOUT  
THE CITY PROJECT**

**WHEREAS**, the City Council of the City of Atwater adopted Resolution No. 3538-25 adopting the 2025-2026 Fiscal Year Budget on June 9, 2025; and

**WHEREAS**, from time to time, and in order to operate effectively, it is necessary to amend said budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Atwater does hereby approve Budget Amendment No. X to the 2025-2026 Fiscal Year Budget as follows:

**SECTION 1:** Increase budget in the Regional Surface Transportation Program Fund and establish budget in the SB1 Fund as follows:

Increasing Budget (Expense)	1017-1080-X018	Restripe-Variou Street	\$56,754.76
Establish Budget (Expense)	1018-1080-X018	Restripe-Variou Street	\$30,000.00
Decreasing Budget (Expense)	1018-1080-Y002	Pavement Markings	(\$30,000.00)

**BE IT FURTHER RESOLVED**, that a copy of this resolution appends to the original budget document that is available in the Finance Department and the City Clerk’s office.

**BE IT FURTHER RESOLVED** that a copy of this resolution appends to the original budget document that is available in the Finance Department and the City Clerk/Board Clerk's office.

The foregoing resolution is hereby adopted this 27<sup>th</sup> day of April 2026.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KORY J. BILLINGS, CITY CLERK**



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

---

**RESOLUTION NO. XXXX-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ATWATER AWARDING A GENERAL CONSTRUCTION  
CONTRACT TO CHRISP COMPANY OF STOCKTON, CA FOR  
THE RESTRIPING VARIOUS STREETS THROUGHOUT THE  
CITY PROJECT**

**WHEREAS**, on the February 9, 2026 City Council meeting, the City Council had a discussion on how to spend the Regional Surface Transportation Program Funding and directed staff to issue a Call for Bids for restriping 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; and

**WHEREAS**, the City Council approved the call for bid for Restriping Various Streets Throughout the City at the February 23, 2026 City Council meeting; and

**WHEREAS**, work consists of removing existing pavements markers and traffic striping and replacing with thermoplastic traffic striping and pavement markings and markers; and

**WHEREAS**, the city received one bid for the project with Chrisp Company being the responsive and responsible bidder at \$260,560.00.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater does hereby award a General Construction Contract, in a form approved by the City Attorney, to Chrisp Company of Stockton, CA in an amount not to exceed \$260,560.00 and 10% contingency of \$26,056.00 for the Restriping Various Streets Throughout the City Project.

The foregoing resolution is hereby adopted this 27<sup>th</sup> day of April 2026.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KORY J. BILLINGS, CITY CLERK**

# BID SUMMARY

## RESTRIPING VARIOUS STREET THROUGHOUT THE CITY

Project No. 26-03; Bid Call No. 735-26

Bid Opening: April 02, 2026; Engineer's Estimate: \$220,00.00

No.	Contractor	Base Bid
1	Chrisp Company 1001 Stokes Avenue Stockton, CA 95215	\$260,560.00

**CITY OF ATWATER**  
**CONSTRUCTION CONTRACT**

**RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY PROJECT**

**1. PARTIES AND DATE.**

This Contract is made and entered into this 27 day of April, 2026 by and between the City of Atwater, a public agency of the State of California (“City”) and Chrisp Company, a contractor with its principal place of business in Stockton, California (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

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

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing heating ventilating and air conditioning related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: Class A or C-32 License.

2.3 Project. City desires to engage Contractor to render such services for the Restriping Various Streets Throughout the City Project (“Project”) as set forth in this Contract.

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

**3. TERMS**

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

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

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project,

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

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

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

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

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

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

### 3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 30 working days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

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

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

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **\$260,560.00** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8.8 Air Quality.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10.3.2 List of documents relating to claim:

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

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.12 Indemnification.

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

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

### 3.13 Insurance.

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

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

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

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

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

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

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

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

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

3.13.3.3 Workers' Compensation and Employer's Liability Coverage.

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

3.13.3.4 All Coverages.

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

3.13.4 Separation of Insureds; No Special Limitations.

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

3.13.5 Deductibles and Self-Insurance Retentions.

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

3.13.6 Acceptability of Insurers.

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

3.13.7 Verification of Coverage.

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

3.13.8 Subcontractors.

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

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

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

3.14 Bond Requirements.

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

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

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

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

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

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

### 3.16 Employee/Labor Certifications.

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

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

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

### 3.17 General Provisions.

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

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

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

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

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

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

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

**CONTRACTOR:**

Crisp Company  
1001 Stokes Avenue  
Stockton, CA 95215

Attn: Robert Chrisp, President

**CITY:**

City of Atwater  
1160 5<sup>th</sup> Street  
Atwater, CA 95301  
Attn: City Manager

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

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

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

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

3.17.10 Laws and Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in the Superior Court of California for the County of Merced.

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

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

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

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

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

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

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT  
BETWEEN THE CITY OF ATWATER  
AND CHRISP COMPANY**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the 27th day of April, 2026.

City of Atwater

Chrisp Company

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT "A"**

**SERVICES / SCHEDULE**

**Base Bid**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>UNIT OF MEASURE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL ITEM PRICE</b>
1	MOBILIZATION	LS	1	\$45,000.00	\$45,000.00
2	TEMPORARY TRAFFIC CONTROL	LS	1	\$15,000.00	\$15,000.00
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1	\$7,500.00	\$7,500.00
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVMEENT MARKINGS	LS	1	\$89,600.00	\$89,600.00
5	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1	\$103,460.00	\$103,460.00
<b>TOTAL BID:</b>				<b>\$260,560.00</b>	

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



## PUBLIC WORKS DEPARTMENT

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### NOTICE TO BIDDERS

AND

### SPECIAL PROVISIONS

for

### Restriping Various Streets Throughout the City Project

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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.

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BID CALL NO.: 735-26


CITY PROJECT NO.: 26-03

BID OPENING: Thursday, April 02, 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



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**CITY OF ATWATER**  
**PUBLIC WORKS DEPARTMENT**  
**NOTICE TO BIDDERS**

Bids open Thursday, April 02, 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 RESTRIPING 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-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' inquire in writing to Justin Vinson at the City of Atwater, Public Works Department, 470 Aviator Dr, Atwater, CA 95301; email: [jvinson@atwater.org](mailto: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



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Justin Vinson  
Public Works Director

CITY OF ATWATER  
PUBLIC WORKS DEPARTMENT

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**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 **Wednesday, March 25, 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 27, 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, and the installation of a slurry seal. 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. After grinding apply Type II slurry seal to the grinded pavement areas. 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., Thursday, April 02, 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
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**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 responsible bidder within 30 days after bid opening but not before the close of the 10 days bid protest period.

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

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

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

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

100 percent

### **Replace Section 3-1.08 with:**

#### **Section 2-1.27 Local Business Preference Program**

##### **Program Description**

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

##### **Good Faith Effort**

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

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

### **Quality and Fitness**

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

### **Local Business Eligibility**

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

### **Enforcement**

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

## **Replace the entirety of section 3-1.18 with:**

### **3-1.18 CONTRACT EXECUTION**

The successful bidder must sign the *Contract* form.

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

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

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

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

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

## 5 CONTROL OF WORK

### Replace the entirety of Section 5-1.09:

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

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

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

### Replace section 5-1.20E with:

#### 5-1.20E Water Meter Charges

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

1. Meter Deposit: \$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 needed, 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](mailto: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**

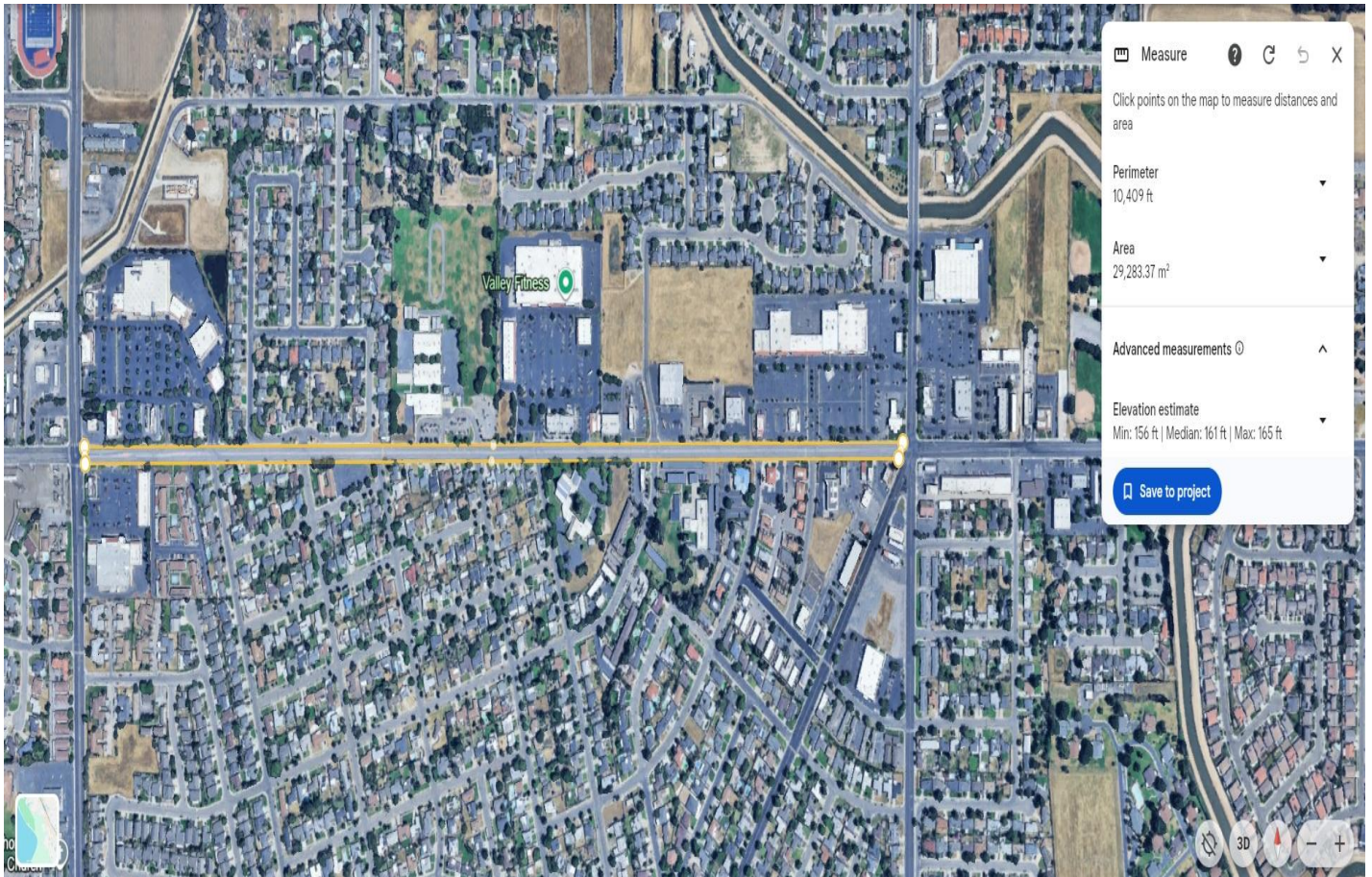
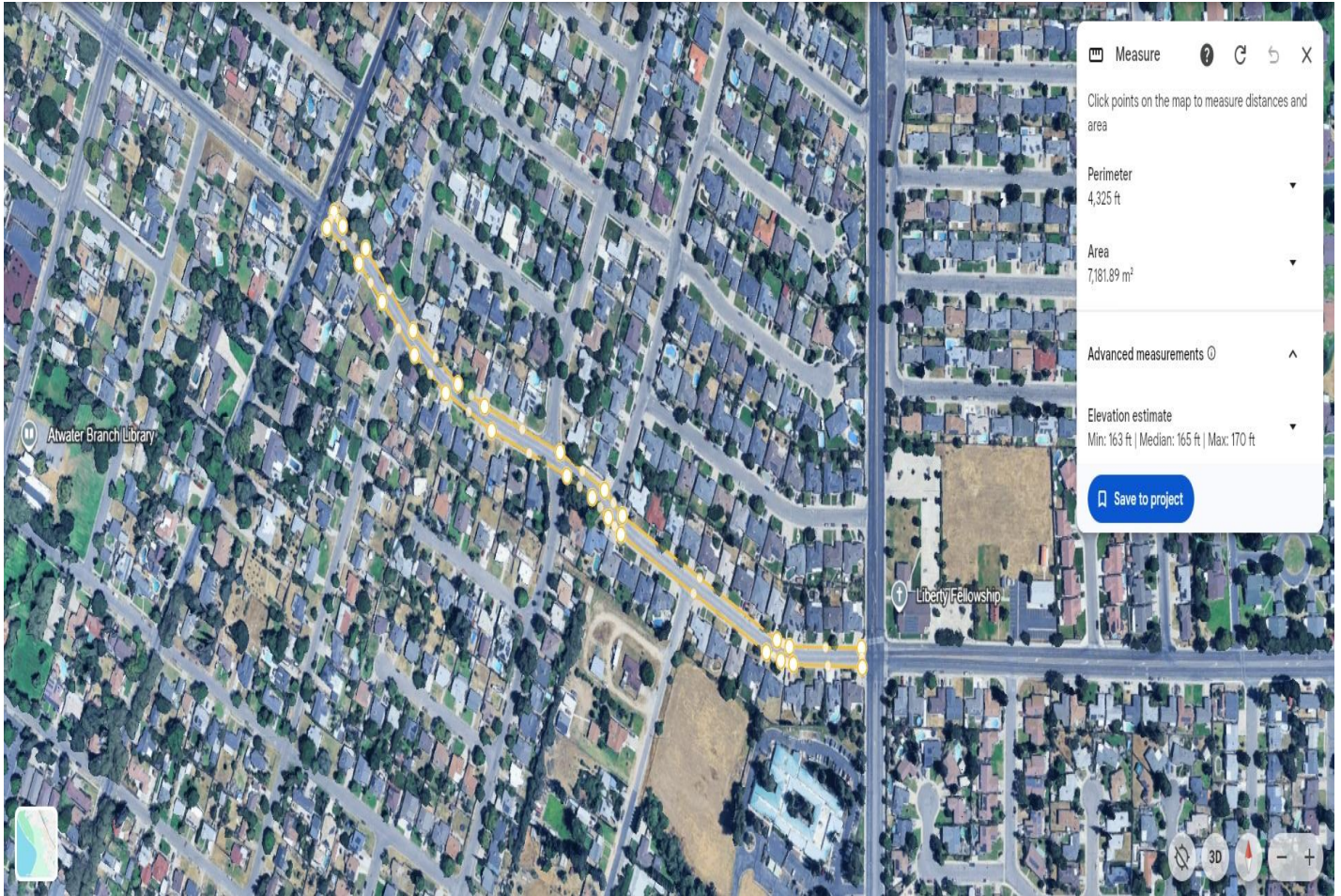
#### **Replace section 84-1.02 with:**

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.

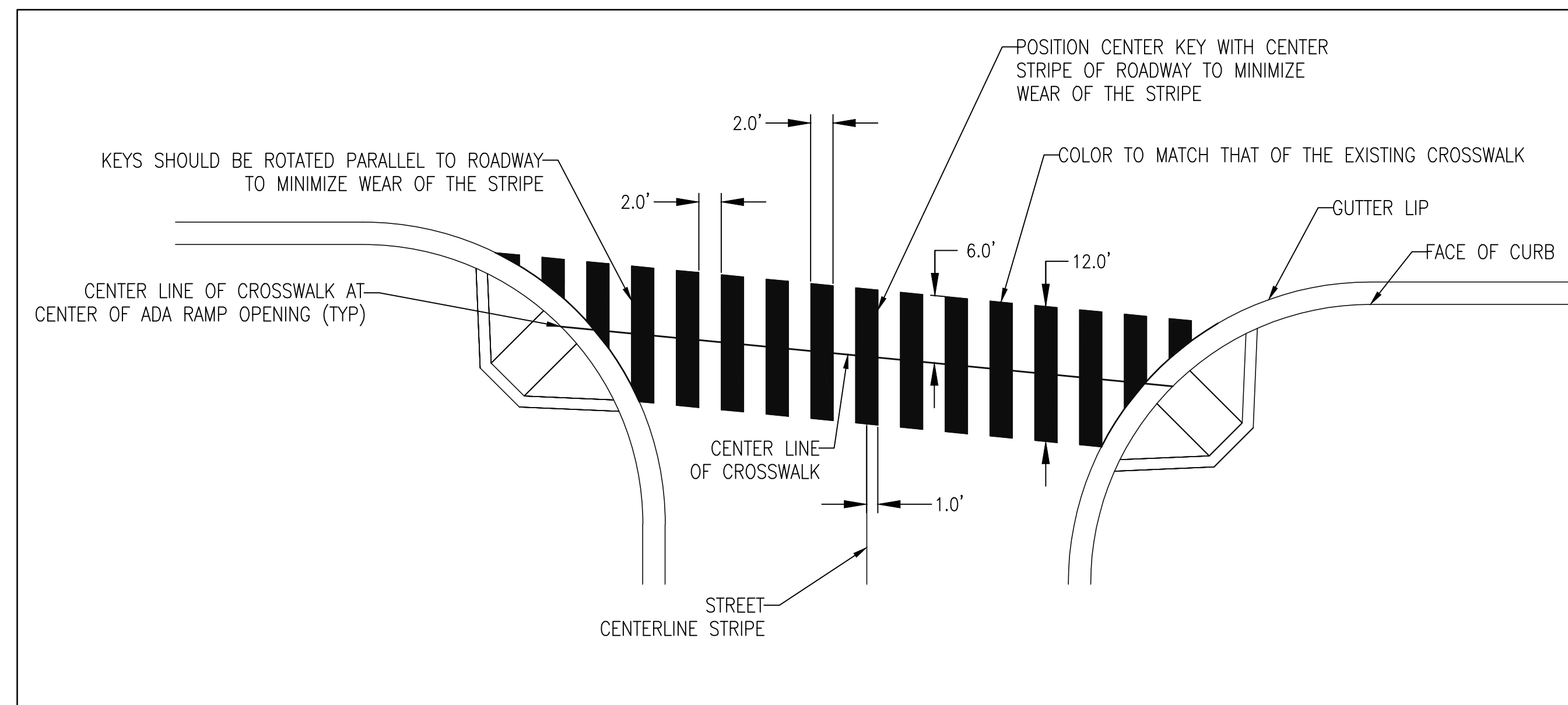
# **ATTACHMENT 2: PLANS**





**SIGNING AND STRIPING NOTES (THIS SHEET ONLY):**

1. WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS, SIGN SPECIFICATION SHEETS, THE 2026 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2026 CALIFORNIA MUTCD), AND THE PROJECT SPECIFICATIONS.
2. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
3. EXISTING STRIPING TO BE REMOVED SHALL BE DONE BY GRINDING. AFTER GRINDING, SLURRY SEAL SHALL BE APPLIED TO THE AREA PURSUANT TO THE PROJECT SPECIFICATIONS. APPLY TYPE II SLURRY SEAL IN A RECTANGULAR SHAPE TO COVER EXISTING PAVEMENT MARKING AND 3" BEYOND ANY EDGE OF THE SYMBOL THAT WAS REMOVED.
4. ALL CROSSWALKS SHALL BE CONTINENTAL 12 FEET WIDE, OUTSIDE EDGE TO OUTSIDE EDGE, AS PER DETAIL A ON THIS SHEET.
5. FURNISH AND INSTALL BLUE FIRE HYDRANT LOCATION PAVEMENT MARKERS PURSUANT TO DETAIL C ON THIS SHEET.
6. CONTRACTOR SHALL UTILIZE TABLE 1 ON THIS SHEET TO DETERMINE THE TYPE OF NEW DETAIL TO PAINT. HOWEVER, THE CENTERLINE OF JUNIPER AVENUE SHALL BE A DETAIL 22.
7. THE WIDTH OF THE STRIPING DETAILS SHALL BE PURSUANT TO THE CA MUTCD. IN CASES WHERE THE CA MUTCD PROVIDES LOCAL AGENCIES THE CHOICE BETWEEN FOUR(4) INCH OR SIX(6) INCH STRIPES, FOUR(4) INCH STRIPES SHALL BE USED.

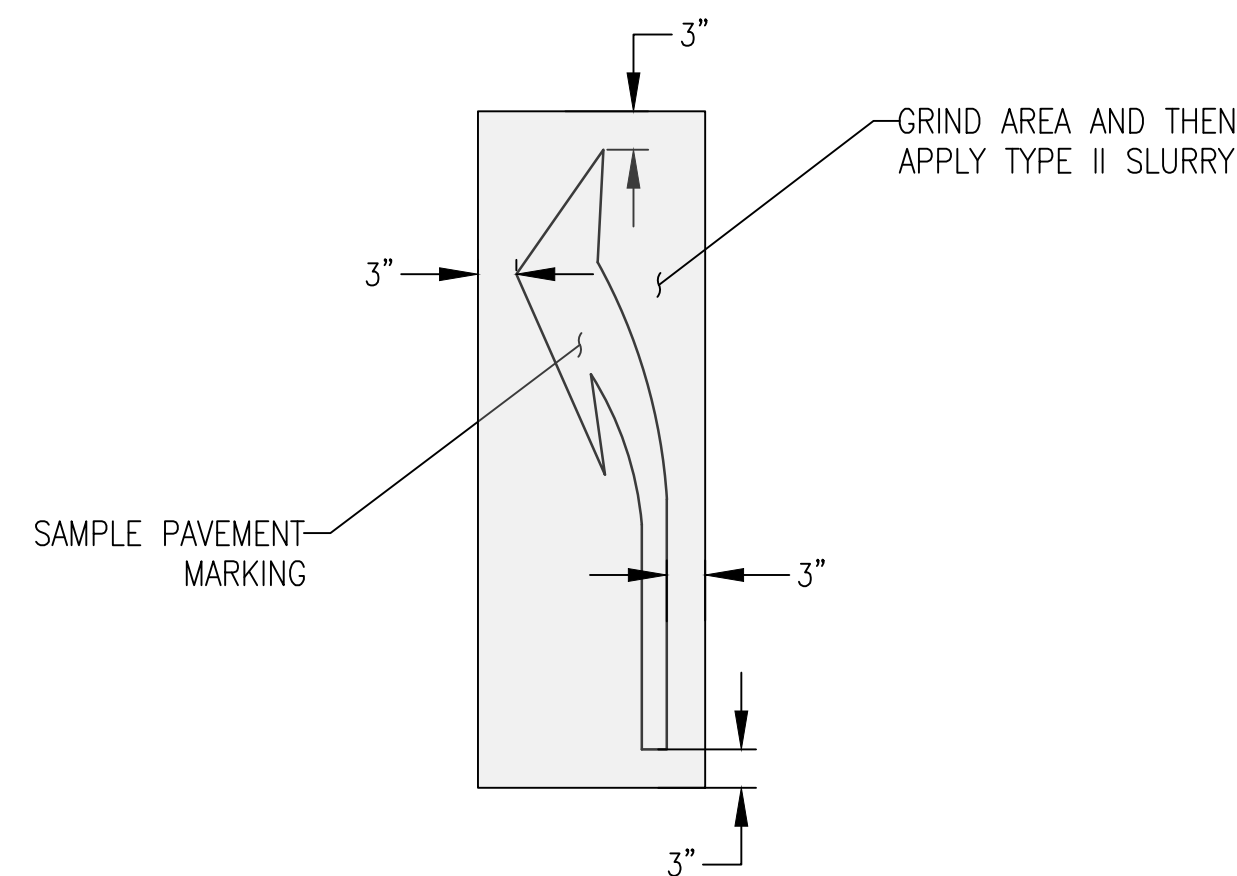


**HIGH VISIBILITY CROSSWALK – DETAIL A**  
N.T.S.

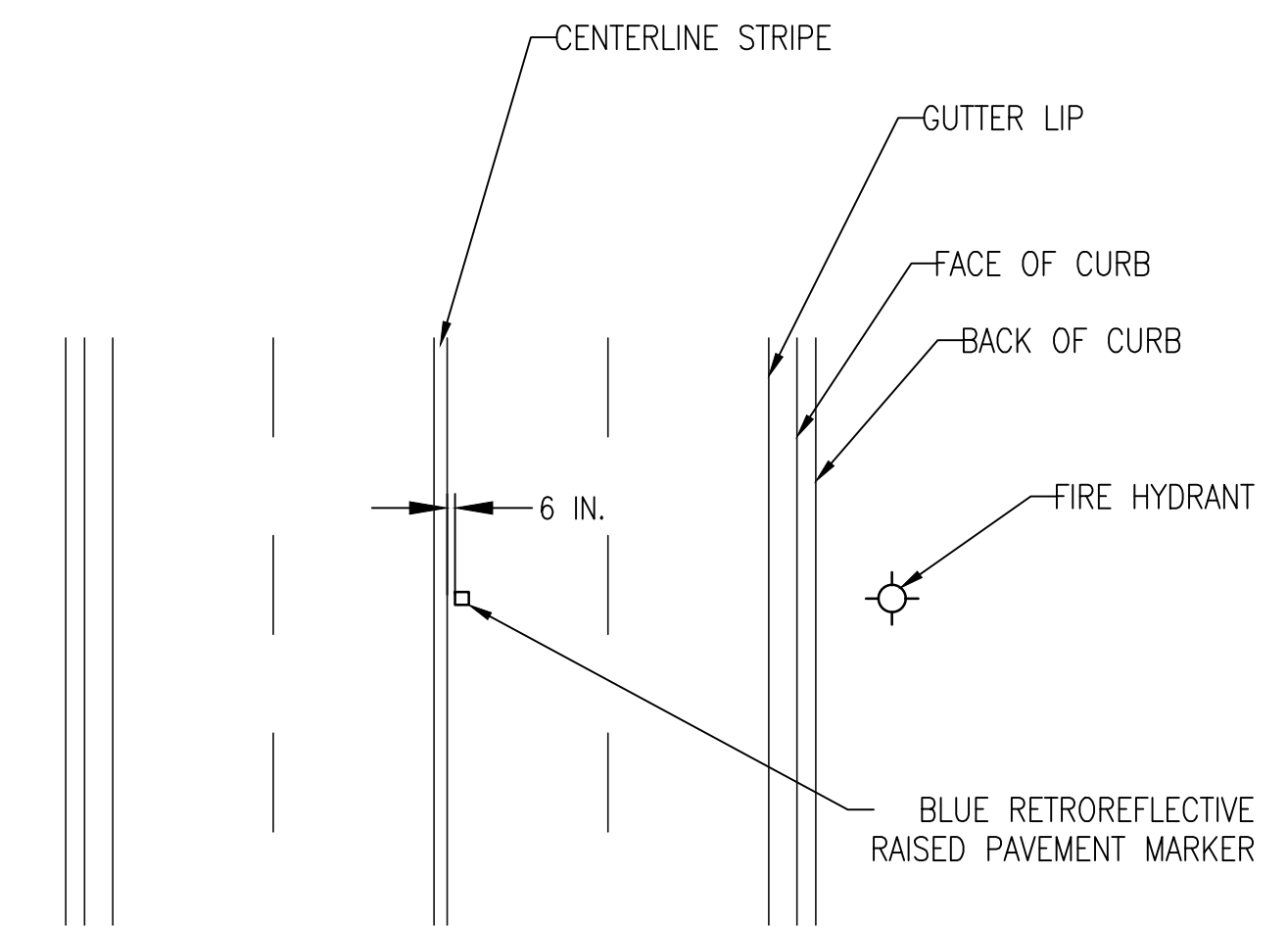
**TABLE 1: STRIPING DETAIL CROSS REFERENCE**

EXISTING DETAIL No.	REPLACE WITH DETAIL No.
4	2
7	6
10	9
13	*12
17	16
20	*19
23	22
30	29
33	32
38c	38
40a	40

\* FOR SPEEDS ≥ 45 MPH

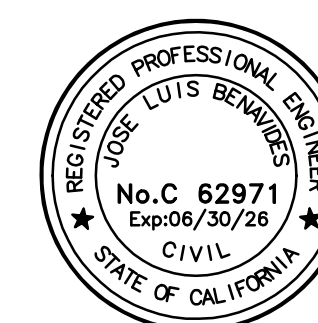


**SAMPLE PAVEMENT MARKING AREA TO BE REMOVED – DETAIL B**  
N.T.S.



**FIRE HYDRANT LOCATION PAVEMENT MARKERS – DETAIL C**  
N.T.S.

USA  
KNOW WHAT'S BELOW BEFORE  
YOU DIG,  
CALL  
1-800-227-2600



*Joe L. Bonard* 02/24/26  
R.C.E. 62971 DATE

**CITY OF ATWATER**  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

RESTRIPING VARIOUS STREETS

SIGNING AND STRIPING DETAILS

Scale: AS NOTED Date: 02/24/2026  
Fid. Bk.: \_\_\_\_\_ Approved By: \_\_\_\_\_ Sheet 1 of 1  
Drawn: JR  
Checked: JLB  
File No. \_\_\_\_\_

REVISIONS	Date	By

Drawing: 2101 Project: 002 Atwater/Merced Details/City of Atwater-Restriping Various Streets,exp. Details - Striping Plan, etc. Rev. 24, 2026 - 3/26/26

## **EXHIBIT "C"**

### **SPECIAL CONDITIONS**

#### **ARTICLE 1. BONDS**

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

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

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of \$3,600 per Day of delay in excess of the time specified for the completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

**EXHIBIT "D"**

**CERTIFICATION  
LABOR CODE - SECTION 1861**

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

**Chrisp Company**

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

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

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

**EXHIBIT “E”**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

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

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

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

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

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

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

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

---

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

**EXHIBIT "F"**  
**PAYMENT BOND**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

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

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

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

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

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

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

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

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

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

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

(Corporate Seal)

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

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

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

Title \_\_\_\_\_

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

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

# Notary Acknowledgment

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

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

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

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

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

WITNESS my hand and official seal.

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

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

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

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

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

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

#### DESCRIPTION OF ATTACHED DOCUMENT

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

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

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

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

**Exhibit G**  
**Fleet Compliance Certification.**

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

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

Name of Bidder: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



CITY COUNCIL  
AGENDA REPORT

CITY COUNCIL

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

**MEETING DATE:** April 27, 2026  
**TO:** Mayor and City Council  
**FROM:** Josh Randol, CAL FIRE-Battalion Chief  
**PREPARED BY:** Justin Vinson, Public Works Director  
**SUBJECT:** **Awarding a Professional Services Agreement to Centerline Design, LLC for the Design of Tenant Improvements at Fire Station 41** (CAL Fire Battalion Chief Randol and Public Works Director Vinson)

**RECOMMENDED COUNCIL ACTION**

Motion to adopt Resolution No. 3611-26 awarding a Professional Service Agreement, in a form approved by the City Attorney, to Centerline Design, LLC of Clovis, California, for the Design of Tenant Improvements at Fire Station 41, in an amount not to exceed \$120,000.00; and authorizes and directs the City Manager to execute the Professional Services Agreement on behalf of the City; or

Motion to approve staff's recommendation as presented.

**I. BACKGROUND/ANALYSIS:**

**Tenant Improvements and Facility Upgrades**

The City is undertaking a series of tenant improvements to its Fire Station 41 facility in order to address critical health, safety, accessibility and service delivery needs. These improvements reflect both regulatory requirements and the City's broader commitment to providing safe, dignified and functional living environments for personnel.

**1. Transition from Group Dormitories to Individual Rooms (Capacity Reconfiguration)**

The existing group dormitory configuration no longer aligns with modern standards for residential care, privacy and public health. Converting shared dorm spaces into individual rooms will:

- Enhance resident privacy, dignity and personal security
- Reduce the spread of communicable illnesses by limiting close-contact exposure
- Improve overall behavioral health outcomes by providing quieter, more controlled living environments
- Better align the facility with current best practices and funding/program

requirements

While this change may alter nominal bed configuration, it results in more effective and sustainable service delivery.

## **2. Mold Remediation in Walls and Ceilings**

Assessments have identified the presence (or risk) of mold within wall cavities and ceiling assemblies. Mold poses significant health risks, particularly for vulnerable populations, including respiratory issues and allergic reactions. Remediation is necessary to:

- Eliminate existing health hazards and prevent future growth
- Address moisture intrusion and underlying building envelope deficiencies
- Ensure compliance with environmental health standards
- Protect the long-term structural integrity of the facility

This work is considered essential, not cosmetic and directly impacts occupant safety.

## **3. ADA Compliance Upgrades**

The facility requires upgrades to meet current Americans with Disabilities Act (ADA) standards. These improvements are legally required and necessary to ensure equitable access for all residents and visitors. Planned updates include:

- Accessible paths of travel, doorways and common areas
- Proper clearances, hardware and signage
- Integration of accessible features within sleeping and shared spaces

Achieving ADA compliance reduces liability, expands service accessibility and aligns the facility with federal and state regulations.

## **4. Restroom Modernization and Accessibility Improvements**

Existing restroom facilities are outdated and do not meet current accessibility, durability, or hygiene standards. Upgrades will:

- Improve accessibility for individuals with mobility limitations
- Replace aging plumbing fixtures and infrastructure to reduce maintenance costs
- Enhance sanitation and infection control through modern materials and layouts
- Ensure compliance with current building and health codes

These updates are critical to maintaining a safe and functional environment.

Requests for proposals were sent out to (8) eight local architectural firms for costs to provide Tenant Improvements for Fire Station 41. (2) Two proposals were received and evaluated by City staff. Centerline Designs proposal was able to meet the requirements that the City requested in order to be certified to produce the Tenant Improvements for

Fire Station 41 and CASp review. The proposal from Centerline Design, LLC of Ceres, California, in the amount of \$120,000.00 was deemed responsive and acceptable.

The scope included in the contract are as follows:

- Field Verify and As Built Plan Services
- Tenant Improvement Plans
- ADA Bathroom and Site Design
- Civil Engineering Survey and Plans
- Mechanical, Electrical, and Plumbing Engineering Plans
- Interior Design Plans
- Construction Administration
- CASp review

**II. FISCAL IMPACTS:**

Sufficient funding for this project is budgeted in General Fund, Fire Department, Improvements Other Than Bldg, Account No. 0001-2030-6031, in the Fiscal Year 2025-26 Budget.

This item has been reviewed by the Finance Department.

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

This item is consistent with goals number two (2) and three (3) of the City of Atwater's 2026-2030 Strategic Plan: Promote Safety, Stability and Quality of Life and Promote transparency through Communication.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been coordinated by all the 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, with construction of minor appurtenant structures

involving negligible or no expansion of use and no possibility of significantly impacting the physical environment. Accordingly, the proposed action qualifies under Class 1 and Class 3 Categorical Exemptions (Sections 15301 and 15303 of the State CEQA Guidelines).

**IX. STEPS FOLLOWING APPROVAL:**

Should the City Council award the Professional Service Agreement, the City Manager will execute the Agreement, and staff will hold a project kick off meeting and issue a Notice to Proceed.

Submitted by:

Two handwritten signatures in blue ink. The signature on the left is 'Josh Randol' and the signature on the right is 'Justin Vinson'.

---

Josh Randol, CAL Fire Battalion Chief and Justin Vinson, Public Works Director

Approved by:

A handwritten signature in green ink that reads 'Christopher Hoem'.

---

Chris Hoem, City Manager

Attachments:

1. Resolution XXXX-26 PSA with Cenerline Design, LLC
2. Fire Station 41 Tenant Improvements Architect Bid Summary
3. PSA CENTERLINE DESIGN LLC FIRE STATION 41 TENANT IMPROVEMENTS



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

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**RESOLUTION NO. XXXX-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ATWATER APPROVING A PROFESSIONAL SERVICES  
AGREEMENT FOR THE FIRE STATION 41 TENANT  
IMPROVEMENTS**

**WHEREAS**, The City is undertaking a series of tenant improvements to its Fire Station 41 facility in order to address critical health, safety, accessibility and service delivery needs. These improvements reflect both regulatory requirements and the City's broader commitment to providing safe, dignified and functional living environments for personnel;

**WHEREAS**, the tenant improvements include transition from group dormitories to individual rooms, mold remediation in walls and ceilings, ADA compliance upgrades, and restroom modernization and accessibility improvements;

**WHEREAS**, the Request for Proposal for tenant improvements was released on January 20, 2026;

**WHEREAS**, two proposals were received on March 26, 2026;

**WHEREAS**, a selection review committee evaluated each proposal to determine the rankings;

**WHEREAS**, the committee identified Centerline Design, LLC as the top-rank firm;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater does hereby approve a Professional Service Agreement, in a form approved by the City Attorney, to Centerline Design, LLC of Clovis, CA in an amount not to exceed \$120,000.00 for the Fire Station 41 Tenant Improvements and does hereby authorize and direct the City Manager to execute the Agreement on behalf of the City.

The foregoing resolution is hereby adopted this 27<sup>th</sup> day of April 2026.

**AYES:**  
**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**MIKE NELSON, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KORY J. BILLINGS, CITY CLERK**

# BID SUMMARY

## PROFESSIONAL SERVICES

Project No. Fire Station 41 Tenant Improvements

Bid's Date. 3/26/26

Account # 0001-2030-6031

No.	Contractor	Bid Total	Note
1	Center Line Design	\$120,000.00	
2	TLCD Architecture	\$241,078.00	
3	Rim Architects		Decline Proposal
4	Red Inc Architects		Decline Proposal
5	Morgan Architects		Decline Proposal
6	Teter		Decline Proposal
7	Interactive Resources		Decline Proposal
8	Associated Design & Engineering		Decline Proposal

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ATWATER AND CENTERLINE DESIGN, LLC (PROFESSIONAL)**

THIS AGREEMENT for professional services is made by and between the City of Atwater, a California municipal corporation ("City") and Centerline Design, LLC ("Professional") for the Fire Station 41 Tenant Improvements as of April 28, 2026 (the "Effective Date"). City and Professional shall be referred to herein separately as a "Party" and collectively as "Parties".

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2028, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. All personnel, including those reassigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement, or any part of it, until such subcontracting is expressly approved by City in writing.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed \$120,000.00 notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's fee schedule regarding the amount of compensation, attached

as Exhibit B, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs, if any, incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder;
- The Professional's signature; and
- Professional shall give separate notice to the City when the total number of hours worked by Professional and any one individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete work described in Exhibit A, if applicable.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

- 2.3 Final Payment.** City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator, as defined in Section 11.9.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this Section, and only under the terms and conditions set forth herein.

City may furnish, at its sole discretion, physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Professional, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Professional shall provide proof satisfactory to the City of such insurance that meets the requirements of this Section and under forms of insurance satisfactory in all respects and that such insurance is in effect prior to beginning work to the City. Professional shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to the City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks

associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured’s general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within

fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

#### **4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim. An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**4.3.2 Claims-made form.** The following provisions shall also apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must purchase an extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work under this Agreement, whichever is later.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

#### **4.4 All Policies Requirements.**

**4.4.1 Acceptability of insurers.** All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance evidencing required policies delivered to Professional by the insurer, including complete copies of all endorsements attached to those certificates. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Professional beginning work, it shall not waive the

Professional's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Subcontractors.** Professional shall include all subcontractors (except for design professionals) as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**4.4.5 Wasting Policies.** Except for Professional Liability insurance policy, no policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.6 Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Professional agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

**4.5 Remedies.** In addition to any other remedies the City may have if Professional fails to provide or maintain any insurance policies, or policy endorsements, to the extent and within the time herein required, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

- 4.6 **Limitations.** The City agrees to limit any and all claims for damages, cost of defense or other expenses or claims of liability or damages of whatever type which are sought to be levied against Design Firm as the result of alleged negligent acts, errors and omissions on Design Firm's part, such that the total aggregated liability of The Design Firm to the City will not exceed the total Insurance Coverage provided under this agreement. The Design Firm is not responsible, and liability is waived by City against The Design Firm, for use by City or any other person of any plans or drawings not signed by The Design Firm and used without its written consent. In the event that any changes are made in the plans or specifications by the City or persons other than The Design Firm, which affects The Designs Firm's work, any and all liability and responsibility arising out of such changes is/are waived as against The Design Firm and the City assumes full responsibility for such changes unless City has given The Design Firm prior written notice and has received from The Design Firm full written consent for such damages.

## **Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.**

- 5.1 **General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional 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, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional 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 City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional 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.

- 5.3 **Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

**Section 6. STATUS OF PROFESSIONAL.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 **Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and

any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional, and any subcontractors, shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon 30 days' prior written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the satisfaction of the City to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials

provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional may subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, with prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the services required by this Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
  - 8.6.3** Retain a different professional to complete the work described in Exhibit A not finished by Professional; or
  - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

8.6.5 Professional's liability under this agreement shall not exceed the insurance coverage limits set forth in section 4 above.

**Section 9. Confidentiality.** Professional understands and agrees that, in the performance of services under this Agreement or in the contemplation thereof, Professional may have access to confidential information or other materials exempt from public disclosure, and that such information may contain sensitive or confidential data, the disclosure of which to third parties may be damaging to City ("Confidential Information") or any third party. Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization.

**Section 10. KEEPING AND STATUS OF RECORDS.**

10.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

10.2 **Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional to this Agreement.

10.3 **Inspection and Audit of Records.** Any records or documents that Section 10.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

**Section 11. MISCELLANEOUS PROVISIONS.**

11.1 **Attorneys' Fees and Costs.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the

prevailing Party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 11.2 **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Merced or in the United States District Court, Eastern District of California.
- 11.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 11.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 11.7 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code section 81000 et seq.

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code sections 1090 et seq.

Professional hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code section 1090 et seq., the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

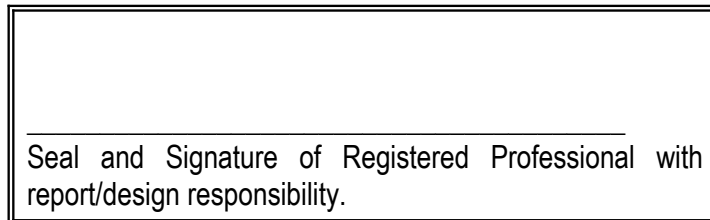
11.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

11.9 **Contract Administration.** This Agreement shall be administered by Lori Waterman ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

11.10 **Notices.** Any written notice to Professional shall be sent to:  
**Centerline Design, LLC**  
**1645 Shaw Ave, Suite 101**  
**Clovis, California 93611**

Any written notice to City shall be sent to:  
**City of Atwater**  
**Chris Hoem**  
**1350 Broadway Ave**  
**Atwater, CA 95301**

11.11 **Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



11.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the fee schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

11.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

11.14 **Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

11.15 **Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated

on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

- 11.16 Drafting and Ambiguities.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.
- 11.17 Headings.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
- 11.18 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

**[signatures on the following page]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**CITY**

**PROFESSIONAL**

\_\_\_\_\_  
Chris Hoem, City Manager

\_\_\_\_\_  
Chris Ward, Principal

Attest:

\_\_\_\_\_  
Kory Billings, City Clerk

Approved as to Form:

\_\_\_\_\_  
Frank Splendorio, City Attorney

## EXHIBIT A

### SCOPE OF WORK

#### **SCOPE OF SERVICES TO BE PERFORMED:**

Design services shall be performed by Centerline Design, LLC. referred to hereafter as the "The Design Firm". Interior Design, Structural, Plumbing, Mechanical, Electrical, Civil and Gasp services shall be performed by separate "Engineers" provided by Design Firm under this contract. The Owner and Design Firm agree as follows:

#### **A. During the Schematic Design Phase. The Design Firm shall perform the following tasks:**

1. Meet with the Owner and Owner Representatives to discuss design requirements for the Interior Floor plan designs.
2. Field Verify Existing Building to confirm and create accurate electronic As-built Floor plan and Ceiling plans. Engineers will Verify all existing PME Conditions. Interior Design will document existing finishes.
3. Develop Proposed Space planning schemes relative to Owner requirements. Coordinate with Owner and Owner Representatives during this process until Space plan design approval by Owner.
4. Develop Proposed New Ceiling plan schemes upon Space plan approval by Owner.
5. Obtain approval of Proposed Floor Plan and Ceiling plan from Owner prior to start of the Design Development Phase.
6. Civil Engineer to perform Civil Boundary/Topo Survey of Site to use for Site plan and HC Stall and Path of Travel upgrades as required by code.
7. Prepare Proposed Site plan schemes for new HC Stall, Path of Travel and Rear exit door designs for Owner review, comment and Approval.

#### **B. During the Design Development Phase. The Design Firm shall perform the following tasks:**

1. Once the Owner has approved the Schematic Design package listed above for the Project. We will then prepare a "Design Development Package". This package will include any and all coordination items with the Owner and Engineers prior to the start of Construction drawings.
2. Meet with Owner, Interior Designer, Engineers and any other Consultants as necessary to coordinate Owner's Design Requirements during the Design Development Phase.
3. At this time Owner shall provide any Office furniture plans (If not purchased from Interior Designer) and locations for coordination during construction document phase.
4. Obtain approval of Design Development plans listed above from Owner prior to starting the Construction Document Phase.

#### **C. During the Construction Document Phase. The Design Firm shall perform the following tasks:**

1. Provide the selected Interior Design, Civil, Plumbing, Mechanical and Electrical Engineers with approved design solution for their use toward the preparation of Construction Documents.
2. Prepare Construction Documents based upon the Owner's approval of our final design solution during the Design Development Phase.
3. Prepare all California required Green Building code plans, details and schedules on plans.
4. Review and assist all of the submittal documentation required for each of the Engineers during the Design Development and Construction Document Phases of the project.
5. Meet with, assist, and coordinate the Engineers during the Construction Document Phase.
6. Assist the Owner with submission of Construction Documents required for Plan Check and Permit Review/Approval by the Local Governmental Authorities.

#### **0. During the Construction Administration Phase. The Design Firm shall perform the following tasks:**

1. Review and process the General Contractor submittals.
2. Review and process the General Contractor RFI's.
3. Develop and/or prepare clarification documentation and/or diagrammatic illustrations as needed to properly respond to a General Contractor RFI.
4. Attend Owner and/or General Contractor requested office or field meetings.
5. Interpret the Construction Documents to the Owner and/or to the General Contractor during the Construction Phase of the project.
6. Conduct a final walk-thru of the facility and develop a correction list if required.

#### **Contract Exclusions:**

- 1 - No Book Specifications will be provided. Plans only per code with Owner provided information.
- 2 - No Engineering Cost Estimates. GC will provide to Owner upon selection.
- 3 -All existing HVAC units to be reused. No New HVAC unit design under this contract.
- 4 - Fire Sprinkler & Alarm plans shall be deferred submittals provided by selected GC.
- 5 - Any Specialty Alert speaker or notification center to be designed by separate Owner selected Low Voltage Vendor.
- 6 - Structural Engineering is not included. Current scope of work does not require it.

## EXHIBIT B

### FEE SCHEDULE

#### **PAYMENTS AND COMPENSATION TO THE DESIGN FIRM:**

The Owner shall compensate The Design Firm for Services described in **A, B, and C** above as listed below:

Architectural Field Verify & As-Built plan services as listed above (1 site visit included)	= \$10,000.00
Architectural Tenant Improvement Plans and Services as listed above	= \$25,000.00
Architectural ADA HC Stall & Site Design plans	= \$10,000.00
Civil Engineering Survey & Plans	= \$15,000.00
Mechanical, Electrical & Plumbing Engineering plans and Design	= \$20,000.00
Interior Design plans and Services	= \$10,000.00
Construction Administration 4 months x \$5,000	= \$20,000.00
CASP Review and completion of project	= \$10,000.00

**Total Contract Amount: = \$120,000.00**

An initial payment retainer of **30% (\$36,000.00)** shall be paid upon execution of this Agreement and shall be credited to the final payment as listed below in Payment Schedule.

#### **PAYMENT SCHEDULE:**

- 30% of Contract Amount is due upon the signing of this contract (Retainer).
- 30% of Contract Amount is due at completion of the Design Development Phase.
- 30% of Contract Amount is due at the time the plans are submitted into Plan Check Review.
- 10% of Contract Amount is due upon approval of back check & permit approval.

Please find below typical billable rates to be used in hourly services.

#### **Design Firm Hourly Rates:**

Principal -	\$ 250.00 per hour
Project Architect -	\$ 180.00 per hour
Project Manager -	\$ 130.00 per hour
Draftsman -	\$ 100.00 per hour
Engineering Hourly Fees Vary	

Reimbursable expenses will be invoiced to Owner, in addition to compensation for the Scope of Service identified above. Reimbursable expenses include costs incurred by the Design Firm in the interest of the project including but not limited to: mail, delivery, printing, mileage, or any other out-of-pocket expenses mutually agreed upon. Typical expense costs are as follows:

Each 24 x 36 Blueline: Cost + 15%	Courier Service (per package): Cost + 15%
Each 30 x 42 Blueline: Cost + 15%	Travel Mileage (per mile): \$0.90 + 15%
California Overnight Cost + 15%	(out of town trips only)
Federal Express/UPS Cost + 15%	City Fee Reimbursements: Cost + 15%

#### **PAYABLE INVOICES:**

Invoices for The Design Firm's services shall be submitted, at The Design Firm's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. Amounts unpaid thirty (30) days after invoice date shall be subject to a service charge from the date payment is due until paid, at the rate of one and one-half percent (1 ½%) per month.

#### **ADDITIONAL SERVICES:**

Additional services are services which arise due to unforeseen circumstances during the design or construction process. Other additional services not covered by this Agreement include, among others, revisions due to changes in the scope of work, design changes made necessary by Contractor errors or errors made by persons or entities separately engaged by Owner, or budget required changes. The Design Firm shall be paid additional fees for these services based upon The Design Firm's hourly rates or under a separate, mutually acceptable proposal when the services are performed.

#### **ADDITIONAL PROVISIONS:**

CENTERLINE DESIGN, LLC 1508 Tollhouse Rd. Suite #C, Clovis Ca 93611 / 559-298-3060 ph. 559-298-3267 fax.



**CITY COUNCIL  
AGENDA REPORT**

**CITY COUNCIL**

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

**MEETING DATE:** April 27, 2026  
**TO:** Mayor and City Council  
**FROM:** Christopher Hoem, City Manager  
**PREPARED BY:** Christopher Hoem, City Manager  
**SUBJECT:** **Discussion, Review, and Possible Direction on Updates to the City's Purchasing and Travel Policies (City Manager Hoem)**

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**RECOMMENDED COUNCIL ACTION**

City Council to discuss, review, and provide possible direction on updates to the Purchasing and Travel policies for the City.

**I. BACKGROUND/ANALYSIS:**

Councilmember Rochester requested that this item be placed on the agenda.

After receiving a public records request for credit card statements, staff responded to the request and reviewed existing policies to ensure compliance. Since there are discrepancies between the existing purchasing and travel policies, staff invites the Council to provide direction to reconcile the differences by adopting new, clarified policies.

**II. FISCAL IMPACTS:**

This item has been reviewed by the Finance Director.

**III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney.

**IV. EXISTING POLICY:**

This item is consistent with goal number three (3) of the City's Strategic Plan: to promote transparency through communication.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by relevant departments.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

This item is not a project and therefore is exempt from CEQA.

**IX. STEPS FOLLOWING APPROVAL:**

Staff will follow City Council direction.

Submitted and Approved by:



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Chris Hoem, City Manager

Attachments: