REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, December 17, 2025
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 822 7230 8749 #. Press *9 to raise your hand to comment and *6 to unmute yourself to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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CALL TO ORDER:

ROLL CALL: Mayor Cece Gallegos
Mayor Pro Tem Rohi Zacharia, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

INVOCATION: Daniel Martinez, Fourth Street Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. **Proclamation Recognizing the Retirement of Fire Apparatus Engineer Alberto Guzman**

PUBLIC COMMENT:
The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

A. PUBLIC HEARINGS:

A-1 Consideration of the Mitigated Negative Declaration prepared for Environmental Assessment (EA) No. SCH 2025090413 for the Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project, City Project W-T-001

Recommendation: Adopt a Resolution of the City Council of the City of Madera adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project, City Project W-T-0001 (EA No. SCH 2025090413) (Report by Will Tackett)

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 Minutes – December 3, 2025

Recommendation: Approve the City Council Minutes of December 3, 2025 (Report by Alicia Gonzales)

B-2 **Informational Report on Register of Audited Demands**

Recommendation: Review Register of Audited Demands Report for November 22 to December 5, 2025 (Report by Michael Lima)

B-3 **Informational Report on Personnel Activity**

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Council) (Report by Wendy Silva)

B-4 **Temporary Overfill of Animal Control Officer Budgeted Positions**

Recommendation: Adopt a Resolution Approving a Temporary Overfill for the Animal Control Officer Classification due to a Long-term Absence (Report by Wendy Silva)

B-5 **Request for Certificate of Recognition Honoring Christian Johnson**

Recommendation: Adopt a Minute Order Approving a Certificate of Recognition Honoring Christian Johnson (Report by Alicia Gonzales)

B-6 **Request for Proclamation Recognizing January as National Mentoring Month and honor Big Brothers Big Sisters of Central California**

Recommendation: Adopt a Minute Order Approving a Proclamation Recognizing January as National Mentoring Month and honor Big Brothers Big Sisters of Central California (Report by Alicia Gonzales)

B-7 **Second Reading and Adoption of an Ordinance of the City Council of the City of Madera Adjusting the Compensation for the City Council by Amending Madera Municipal Code Section 2.1.05**

Recommendation: Waive Full Reading and Adopt an Ordinance of the City Council of the City of Madera Adjusting the Compensation for the City Council by Amending Madera Municipal Code Section 2.1.05 by Title Only (Report by Alicia Gonzales)

B-8 **Appointment of City Representative to the Board of Trustees of the Madera County Mosquito and Vector Control District**

Recommendation: Adopt a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District for an additional two-year term (Report by Alicia Gonzales)

B-9 **Treatment of Customer Payments Requiring Penny Denominations**

Adopt a Minute Order Authorizing Staff to Issue a Credit on a Future City Bill to Customers where a Customer's Payment would require Providing Change in Penny Denominations (Report by Michael Lima)

B-10 **Budget Amendment to Appropriate Highway Bridge Program Funds to the 2025/26 Fiscal Year Budget**

Recommendation: Adopt a Resolution to Appropriate Highway Bridge Program Funds to the 2025/26 Fiscal Year Budget (Report by Keith Helmuth)

B-11 **Consider an Amendment to the Professional Services Agreement with Fire Safety Solutions**

Recommendation: Adopt a Resolution Approving a Fourth Amendment to the Professional Services Agreement with Fire Safety Solutions, Inc. for Building and Fire Plan Review and Inspection Services (Report by Will Tackett)

B-12 **Agreement with David J. Boyle Electric Shop, LLC for Construction Services on the Transit Center**

Recommendation: Adopt a Resolution Approving an Agreement with David J. Boyle Electric Shop, LLC for the Construction of an Entrance Canopy at Madera Transit Center for $76,100 plus a 10 percent contingency amount for potential extra services with a not to exceed amount of $83,710 (Report by Michael Lima)

B-13 **Appointment to the Transit Advisory Board**

Recommendation: Adopt a Resolution Approving the Appointment of Alvina Miguel-Leon to the Transit Advisory Board (Report by Michael Lima)

B-14 **2022-23 SB-1 (3R & ADA) Seals and Overlays, City Project No. R-81**

Recommendation: Adopt a Resolution:

1. Approving the contract award for 2022-23 SB-1 (3R & ADA) Seals and Overlays, City Project No. R-81, in the amount of $956,074 to Avison Construction, Inc.; and
2. Determining the project is Categorically Exempt pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) (Report by Keith Helmuth)

B-15 **Grant from the California Department of Justice authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 in the amount of $394,197**

Recommendation: Adopt a Resolution Authorizing the City Manager to execute the Memorandum of Understanding with the Department of Justice and related documents accepting grant award in the amount of $394,197 (Report by Giachino Chiaramonte)

B-16 **Acceptance of $83,794.84 to reimburse the City of Madera for January 2023 winter storm road and storm drain damage**

Recommendation: Adopt a Minute Order Accepting $83,794.84 in Federal and State of California funds as reimbursement under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and California Disaster Assistance Act for City-incurred expenses for road and storm drain repairs after the 2023 California Severe Winter Storms, Flooding, Landslides, and Mudslides Event (Report by Wendy Silva)

B-17 **Agreement with Alliant Insurances Services, Inc.**

Recommendation: Adopt a Resolution Approving a Consulting Services Agreement with Alliant Insurance Services, Inc., for employee benefits consulting and broker services (Report by Wendy Silva)

B-18 **Reject the bids received for Ready Mix - Concrete Materials**

Recommendation: Approve a Minute Order rejecting the bids received for IFB 202526-05 Furnish and Delivery of Ready Mix - Concrete Materials (Report by Arnoldo Rodriguez)

C. **WORKSHOP:** None

D. **PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:**

D-1 **Irrigation System Assessment at the Madera Municipal Golf Course**

Recommendation: This item is being presented at the request of the Golf Course Advisory Committee (GCAC) which is recommending that the City enter into a consultant service agreement for an irrigation system assessment at the Madera Municipal Golf Course and a budget amendment to appropriate existing funds within the golf course capital expense account (Report by Joseph Hebert)

D-2 **Purchase of Two Replacement Gearboxes for the Wastewater Treatment Plant Aeration System**

Recommendation: Adopt a Resolution Authorizing the Purchase of two (2) Replacement Gearboxes for the Wastewater Treatment Plant (WWTP) Aeration System from WesTech Engineering, LLC for $145,065.25 (Report by Arnoldo Rodriguez)

D-3 **Accept QA Constructors Inc. bid for the Invitation for Bid (IFB) 202526-01B Asphalt Concrete Patching and Slurry Seal Type II Application On- Call Services**

Recommendation: Adopt a Resolution Approving an Agreement with QA Constructors Inc. for Asphalt Concrete Patching and Slurry Seal Type II Application On-Call Services not to exceed $1,066,480 (Report by Arnoldo Rodriguez)

D-4 **Preparation of the 2025 Urban Water Management Plan**

Recommendation: Adopt a Resolution Approving a Budget Amendment to the Water Maintenance and Operation Fund in the Amount of $45,000 for the 2025 Urban Water Management Plan (UWMP) Update (Report by Arnoldo Rodriguez)

E. **ADMINISTRATIVE REPORTS:**

E-1 **2026 List of Annual Proclamations**

Recommendation: Provide Direction and Adopt a Minute Order Approving the 2026 List of Annual Proclamations (Report by Alicia Gonzales)

F. **COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items, and (iv) to take action on matters initiated under this section of the agenda. Under this section, the Council may take action only on items specifically agendized and which meet other requirements for action.

G. **CLOSED SESSION**:

G-1 **Public Employee Performance Evaluation - Pursuant to Government Code Section §54957(b)(1)**
Title: City Manager

G-2 **Conference with Labor Negotiators - Pursuant to Government Code §54957.6**
Unrepresented Employee: City Manager

FUTURE MEETING DATES:

- Wednesday, January 14, 2026 (Special Meeting)
- Wednesday, February 4, 2026

ADJOURNMENT:

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient details that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for December 17, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 10:30 p.m. on December 11, 2025.

Alicia Gonzales, City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: A-1

SUBJECT:

Consideration of the Mitigated Negative Declaration prepared for Environmental Assessment (EA) No. SCH 2025090413 for the Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project, City Project W-T-001.

RECOMMENDATION:

Adopt a Resolution of the City Council of the City of Madera adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project, City Project W-T-0001 (EA No. SCH 2025090413).

SUMMARY:

This matter involves consideration of the Environmental Assessment, including the associated initial study, analyses, mitigation measures and resultant findings of the Mitigated Negative Declaration (EA No. SCH 2025090413) prepared for the proposed Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project, City Project W-T-001 (Project), in accordance with the provisions of the California Environmental Quality Act (CEQA).

The tank site property is owned by the City of Madera but is located in the County of Madera. The transmission main traverses both City and County jurisdictions. Section 15051 of the CEQA Guidelines sets forth the criteria for identifying the Lead Agency where two or more public agencies will be involved with a project. If the project will be carried out by a public agency, that agency shall be the Lead Agency even if the project would be located within the jurisdiction of another public agency. The Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project (City Project W-T-0001) will be carried out by the City of Madera with the City acting as the Lead Agency in accordance with CEQA § 15051.

Pursuant to the provisions of Section 15074(b) of the CEQA Guidelines, prior to approving a

project, the decision-making body of the lead agency shall consider the proposed mitigated negative declaration together with any comments received during the public review process. The decision-making body shall adopt the proposed mitigated negative declaration only if it finds, on the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the negative declaration reflects the lead agency's independent judgment and analysis.

Based upon the attached Environmental Assessment and applicable mitigation measures, staff has determined that there is no evidence in the record that the project may have a significant effect on the environment and recommends the Mitigated Negative Declaration (EA No. SCH 2025090413) and Mitigation Monitoring and Reporting Program prepared by Quad Knoff Consulting Group, dated August 2025 (see Attachment 1, Exhibit A) be adopted for this project.

BACKGROUND:

The proposed water tank and pump station property is located on ±2.89 acres of vacant land located on the west side of Lake Street approximately 800 feet north of Ellis Street. A 24-inch water main trunk line will be constructed running from the project site south on Lake Street, then west on Ellis Street to the UPRR railroad, then northwest along the Sharon Avenue alignment adjacent to the UPRR right of way to existing Well 38 adjacent to the Loves Travel Center. The water main is approximately 2.5 miles in length.

City Council (Council) approved a contract with Carollo Engineers, Inc, on September 5, 2018 to perform preliminary engineering and environmental studies of the project. The contract was subsequently amended to include final design, permitting applications/support, and additional services to complete the environmental documents. QK Consulting Group, Inc., working as a subconsultant to Carollo Engineers, Inc, performed an Environmental Assessment which included studies pursuant to the provisions of the CEQA for purposes of the Project. An Initial Study/Mitigated Negative Declaration (EA No. SCH 2025090413) was prepared by QK Consulting Group, Inc.

CEQA applies to governmental action. This action may involve: (1) Activities directly undertaken by a governmental agency; (2) Activities financed in whole or in part by a governmental agency; or (3) Private activities which require approval from a governmental agency. A "project," as defined at Section 15378 et seq. of the CEQA Guidelines, is an activity subject to CEQA, and means the whole of an action which has potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and that is any of the following:

1) An activity directly undertaken by any public agency including but not limited to public works construction and related activities clearing or grading of land, improvements to existing public structures, enactment and amendment of zoning ordinances, and the adoption and amendment of local General Plans or elements thereof pursuant to

Government Code Sections 65100–65700.

2) An activity undertaken by a person which is supported in whole or in part through public agency contacts, grants, subsidies, loans, or other forms of assistance from one or more public agencies.

3) An activity involving the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

As such, the proposed construction of the Project is a project subject to the requirements of CEQA. Those requirements include preparation of detailed and comprehensive research, studies and analyses of various environmental criteria defined by CEQA and as necessary to ensure the project will not have the potential to substantially degrade the quality of the environment; will not have impacts that are cumulatively considerable; and will not have environmental effects which cause substantial adverse effects on human beings or wildlife species either directly or indirectly.

A Draft Initial Study/Mitigated Negative Declaration was prepared and a public notice of intent to adopt the Initial Study/Mitigated Negative Declaration was subsequently posted at the Madera County Clerk on September 3, 2025, published in the Madera Tribune on September 6, 2025 and submitted to appropriate state agencies through the State Clearinghouse with the Governor's Office of Planning and Research on September 10, 2025; initiating and providing a public and state agency review period through October 9, 2025 in accordance with Section 15105 of the CEQA Guidelines and Section 21091(c)(1) of the California Public Resources Code.

DISCUSSION:

The agency and public review period as required by CEQA ended on October 9, 2025.

The City of Madera received the attached comment letter from the State of California Department of Fish and Wildlife (CDFW) dated October 8, 2025. In its capacity as California's Trustee Agency for fish and wildlife resources, CDFW offered the comments and recommendations included in its memorandum to assist the City in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct, indirect, and cumulative impacts on fish and wildlife (biological) resources.

Comments received from CDFW include concerns about the ability of some of the proposed measures to reduce impacts to less than significant and avoid unauthorized take for certain special-status animal species. Accordingly, in its letter, CDFW proposes more specific mitigation measures to reduce impacts to less than significant. These recommended measures may be generally summarized as pertaining to Protocol or Focused Surveys (including consultation with CDFW, in certain circumstances), Avoidance Buffers and Take Authorizations for respective species identified. Editorial comments and other suggestions are also included to improve the MND prepared for this Project.

It must also be noted that the Mitigated Negative Declaration prepared states the possibility the Project could disturb the bed or bank of the canal west of Road 26 and permits might be required. As a Responsible Agency under CEQA (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381) with regulatory authority as provided by the Fish and Game Code, CDFW is required to comply with CEQA prior to issuance of a Lake or Streambed Alteration Agreement; therefore, if the CEQA document approved for the Project does not adequately describe the Project and its impacts to lakes or streams, a subsequent CEQA analysis may be necessary for Lake or Streambed Alteration Agreement issuance.

In accordance with the provisions of Public Resources Code § 21091(d), the lead agency shall consider comments it receives on a proposed mitigated negative declaration if the comments are received within the public review period. Although CEQA does not require the preparation of a written response(s) with respect to consideration of the comments received on a proposed mitigated negative declaration, City staff forwarded the comments received from CDFW to the project CEQA sub-consultant for evaluation and preparation of a response. This response memorandum dated November 24, 2025 is included as Exhibit C to Attachment 1 (Resolution) of this report. It should be noted that while the response memorandum accurately reflects the 30-day public comment period began on September 5, 2025, Public Resources Code § 21091(c)(1) provides when a proposed mitigated negative declaration is submitted to the State Clearinghouse for review and the period of review by the State Clearinghouse is longer than the public review period, the public review period shall be at least as long as the period of review and comment by state agencies as established by the State Clearinghouse. The period of review and comment by state agencies established by the State Clearinghouse ended October 9, 2025; therefore, the comments received from CDFW are considered to have been delivered and received timely.

Based upon review of the CDFW's comments and consideration of the Consultant response, it is staff's opinion that no new avoidable significant effect is identified, and no new mitigation measures or project revisions must be added in order to reduce an effect to insignificance. In addition, it is staff's opinion that the proposed mitigation measures will reduce potential effects to less than significance. Supplemental reporting requirements are not deemed to be required by CEQA and are not necessary to mitigate an avoidable significant effect; no new measures or revisions must be required and recirculation of the Final Initial Study/Mitigated Negative Declaration Report is therefore not warranted pursuant to the provisions of Section 15073.5 of the CEQA Guidelines.

Pursuant to the provisions of Public Resources Code § 21092, the lead agency shall notify any public agency which comments on a negative declaration, of the public hearing or hearings, if any, on the project for which the negative declaration was prepared. If notice to the commenting public agency is provided pursuant to Section 21092, the notice shall satisfy the requirement of this subdivision; this required notice was given by posting notice on the City website and by publication in the Madera Tribune on November 8, 2025.

Minor modifications have also been made to the Final Initial Study/Mitigated Negative Declaration which were limited to ensuring internal consistency with respect to references or terminology within the documentation. These minor modifications were not added in response to written or verbal comments on the project's effects. These modifications do not alter the project description or scope and therefore no new avoidable significant effects are identified. The proposed mitigation measures will reduce potential effects to less than significance and no new mitigation measures are required or proposed to be added or replaced. Therefore, the analyses originally prepared as well as the respective conclusions and findings of the Initial Study/Mitigated Negative Declaration which was circulated for agency and public review remain valid; recirculation is not required pursuant to the provisions of Section 15073.5 of the CEQA Guidelines.

Based on the analyses included in the initial study, the findings of the Initial Study/Mitigated Negative Declaration and with the mitigation measures incorporated within the Mitigation Monitoring and Reporting Program proposed for adoption, staff recommends the Council find on the basis of the whole record before it that there is no substantial evidence that the Project will have a significant effect on the environment and that the Mitigated Negative Declaration reflects the lead agency's independent judgment and analysis.

FISCAL IMPACT:

There is no impact on the General Fund. The cost for the preparation of the Report is included in the contract with Carollo Engineers, Inc

ALTERNATIVES:

Delay the adoption of the Report. Delay could prevent the City from having the ability to pursue entitlements through the County of Madera and/or certain State and/or Federal permits prior to approval and commencement of construction activities as well as hinder the City's ability to pursue certain funding opportunities that may be available.

Adoption of the environmental findings does not constitute an approval to commence construction. While circumstances may change between the time at which environmental studies and analyses are performed and the adoption date of an environmental finding, it should be noted that CEQA regulations do require the lead agency to consider any substantial changes in projects, or circumstances (under which the project is undertaken) which may have occurred, or new information of substantial importance which may become available prior to subsequent discretionary actions pertaining to the project being approved; including those action necessary to approve commencement of construction.

ATTACHMENTS:

1. Resolution adopting the Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

   Exhibit A: Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and

Reporting Program (SCH 2025090413).

Exhibit B: State of California Department of Fish and Game comment letter dated October 8, 2025.

Exhibit C: Memorandum: Response to Comments for the proposed Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project (SCH# 2025090413) dated November 24, 2025.

ATTACHMENT 1

Resolution adopting the Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

Including:

Exhibit A: Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (SCH 2025090413)

Exhibit B: State of California Department of Fish and Game comment letter dated October 8, 2025.

Exhibit C: Memorandum: Response to Comments for the proposed Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project (SCH# 2025090413) dated November 24, 2025.

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM PREPARED FOR THE NORTHEAST WATER STORAGE TANK, BOOSTER PUMP STATION AND TRANSMISSION MAIN PROJECT, CITY PROJECT W-T-0001 (EA NO. SCH 2025090413)

WHEREAS, the City of Madera proposes to construct water supply and associated distribution infrastructure and facilities in the City and County of Madera for City drinking water and fire protection purposes, consisting of a new 2.5 million-gallon water storage tank, a booster pump station and installation of ±13,200 linear feet of transmission main to connect the project site to City Well Station 38 transmission main (City Project W-T-0001); and

WHEREAS, an Environmental Assessment (EA), which includes an Initial Study/Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program (State Clearinghouse No. SCH 2025090413), has been prepared for City Project W-T-0001, circulated, and made available for public comment pursuant to the California Environmental Quality Act (CEQA), Public Resources Code, sections 21000, et seq., the Guidelines for implementation of CEQA, Title 14 California Code of Regulations, Chapter 3, Section 15000, et seq., and the Madera Municipal Code; and

WHEREAS*,* pursuant to the provisions of Section 15074(b) of the CEQA Guidelines and prior to approving a project, the City Council as the elected decision-making body of the lead agency shall consider the proposed mitigated negative declaration together with any comments received during the public review process; and

WHEREAS, the City Council shall adopt the proposed mitigated negative declaration only if it finds on the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the mitigated negative declaration reflects the lead agency's independent judgment and analysis; and

WHEREAS, the City, as lead agency, provided a notice of intent to adopt the Mitigated Negative Declaration to the public, responsible agencies, trustee agencies, and the Madera County Clerk sufficiently prior to adoption by the lead agency of the Mitigated Negative Declaration to allow the public and agencies the review period provided under Section 15105 of the CEQA Guidelines; and

WHEREAS, the City provided notice of the City Council hearing on December 17, 2025, as required by law; and

WHEREAS, the City Council received and independently reviewed and considered the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for City Project W-T-0001 (EA No. SCH 2025090413) at the duly noticed meeting on December 17, 2025; and

WHEREAS, a public hearing was held, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the City Council; and

WHEREAS, the City Council completed its review of the documents prepared, evaluated the information contained, and considered testimony received as a part of the public hearing process and after due consideration of the items before it, the City Council now desires to adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (EA No. SCH 2025090413) for City Project W-T-0001.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The foregoing recitals are true and correct and made a part of this resolution.

2. The proceedings and all evidence introduced before the City Council at the public hearing, including staff reports, attachments, and presentations, are hereby incorporated into the record of this proceeding. These documents, along with any reports, documents, testimony, or evidence submitted to the City Council, including all documents specified under applicable State law including Public Resources Code section 21167.6(e), shall comprise the entire record of proceedings for any claims under CEQA.

3. The City of Madera City Council finds an environmental assessment initial study and mitigation monitoring and reporting program were prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues. Based on this review and assessment, the City Council independently finds, that although the project could have a significant effect on the environment, there will not be a significant effect because mitigation measures have been identified to reduce the significant direct, indirect or cumulative effects on the environment, and that a Mitigated Negative Declaration is appropriate for this project. The City Council further affirms and independently finds, the Initial Study and Mitigated Negative Declaration were timely and properly published and noticed as required by CEQA.

The City Council has fully considered the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (State Clearinghouse No. SCH 2025090413) for the City Project W-T-0001 (MND), and finds that the proposed project is consistent with, and has been fully assessed by the MND, and that adoption of said MND is likewise consistent and

appropriate. Based on its independent judgement and analysis and record before it, the City Council finds and determines that there is substantial evidence in the administrative record to support the determination that the project has been adequately environmentally assessed as required by CEQA per the MND. Additionally, the City Council also finds and determines that in light of the entire administrative record and the substantial evidence before it, the project has been adequately environmentally assessed as required by CEQA per the MND.

Based on the foregoing, the City Council independently adopts the Initial Study/Mitigated Negative Declaration (State Clearinghouse No. SCH 2025090413) for City Project W-T-0001, including the associated mitigation monitoring and reporting program, as the project will not result in any significant, adverse, environmental impacts with the mitigation imposed.

The City of Madera Engineering Department located at 428 East Yosemite Avenue, Madera, CA 93638 shall serve as the custodian of all documents or other material which constitutes the record of proceedings upon which the Council's affirmation and adoption of this Mitigated Negative Declaration is based. The Council authorizes and directs the Director of the Engineering Department, or designee, to execute and file with the Madera County Clerk, a Notice of Determination for the approval of the project that complies with the CEQA Guidelines.

4. This Resolution shall become effective immediately.

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EXHIBITS:

Exhibit A: Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (SCH 2025090413).

Exhibit B: State of California Department of Fish and Game comment letter dated October 8, 2025.

Exhibit C: Memorandum: Response to Comments for the proposed Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project (SCH# 2025090413) dated November 24, 2025.

EXHIBIT A

Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (SCH 2025090413)

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

CITY OF MADERA

NORTHEAST WATER STORAGE TANK, BOOSTER PUMP STATION, AND TRANSMISSION MAIN PROJECT

AUGUST 2025

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

CITY OF MADERA
NORTHEAST WATER STORAGE TANK, BOOSTER PUMP STATION, AND TRANSMISSION MAIN PROJECT

Prepared for:

City of Madera
428 E. Yosemite Ave.
Madera, California 93638
Will Tackett – Director of Community Development
(559) 661-3688
wtackett@madera.gov

Consultant:

5080 California Avenue, Suite 220
Bakersfield, CA 93309
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August 2025

Project #180483

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MITIGATED NEGATIVE DECLARATION

As Lead Agency under the California Environmental Quality Act (CEQA), the City of Madera has reviewed the proposed Project described below to determine whether it could have a significant effect on the environment because of its development. In accordance with CEQA Guidelines Section 15382: "Significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the Project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. Pursuant to § 21067**.** "Lead agency" means the public agency that has the principal responsibility for carrying out or approving a project that may have a significant effect on the environment. Therefore, the City of Madera will act as the lead agency for the Project.

Project Name

Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project

Project Location

The Project is generally bounded by Lake Street to the east, Ellis Street to the south, and Martin Street to the north.

The proposed water tanks and other infrastructure will be located on a parcel (APN- 038-030-031) on North Lake Street, which is within unincorporated Madera County and the City of Madera Sphere of Influence (SOI).

The water tank site is proposed to connect via a pipeline that will be placed within the City's road rights-of-way (ROW). The pipeline route will follow the ROW south along Lake Street, west along Ellis Street, and northwest along Sharon Boulevard. This pipeline will connect to an existing well site located at on Sharon Boulevard (APN 013-280-001).

Project Description

The Project will include construction of a water supply and associated distribution infrastructure and facilities to meet the City's water demand conditions identified by hydraulic modeling demands and projections. Provisions for future facility expansion to meet Year 2044 and Year 2058 will be incorporated into the design documents. The initial phase (Phase 1) includes the development of water storage tanks and a pipeline connection to an existing water well site. The conceptual plan for the proposed Project is provided as Appendix A.

Phase 1

Phase 1 includes the following major components:

WATER STORAGE TANK SITE

- Install a 2.5 mg prestressed concrete water storage tank outfitted with inlet and outlet piping at opposite ends of the tank to promote thorough tank mixing, tank overflow and drain piping compliant with Division of Drinking Water (DDW) requirements, mechanical mixer to further promote reservoir mixing, two access manways at the exterior of the tank for operations and maintenance access at ground level, roof access hatch and interior ladder, intrusion alarms on access manways and roof access hatch, level monitoring equipment, and a water sampling station.

- A 3,500-gpm firm capacity (maximum flow rate) booster pump station consisting of three 125-horsepower (hp) horizontal-split case booster pumps and associated equipment located on a concrete slab foundation. Space for a fourth identically sized pump will be provided for future expansion at a later phase.

Further tank site improvements will include:

- New 30-inch drainage piping to convey tank overflow and drainage to the City-owned retention basin.
- Perforated leak detection pipeline at the perimeter of the tank.
- Above-ground reservoir control valve assembly, including inlet flow meter.
- Cement masonry unit (CMU) chemical and electrical building with two separate rooms dedicated to housing electrical and chemical equipment.
- Onsite hypochlorite generation, storage, and feed equipment.
- Water quality analyzers and four chemical injection/analysis points.
- Electrical distribution equipment, service transformer, variable frequency drives (VFD), and programmable logic controller (PLC).
- Standby generator sized for emergency operation of all pumps and critical site equipment.
- Asphalt pavement across approximately half of the tank site with crushed rock across the remaining half of the site, where future installation of a second tank is anticipated.
- CMU wall at the North Lake Street frontage extending 75 feet along the north and south site limit.
- Perimeter fencing around the remainder of the site.
- Onsite fire hydrant, hose bibbs, and equipment washdown facilities.
- Light fixtures with photocells and motion sensors in compliance with Title 24 requirements.
- Provisions for future installation of security cameras.

WATER DISTRIBUTION

- Approximately 13,200 linear feet (LF) of 24-inch transmission main will connect the tank site to the City-owned Well 38. The transmission main will cross below a joint-use irrigation and drainage canal approximately 300 feet west of Ellis Street. The canal crossing will be approximately 200 linear feet and will be completed via trenchless bore and jack construction.

Phase 2

Based on current projections, the initial phase of this project should be sufficient to meet drinking water demands and fire protection requirements through 2043. To meet future system demands, provisions for the following improvements have been incorporated into the preliminary design for the Year 2044 (Phase 2):

- Install an additional 2.5 mg prestressed concrete water storage tank that will be of similar dimensions, character, and configuration as the Phase 1 tank. Yard piping and valves will be installed under Phase 1 to facilitate construction of the future tank with both the Phase 1 tank and pump station remaining in service.

- Increase the firm pumping capacity to 7,000 gpm from 3,500 gpm. The 2044 capacity will be accomplished by adding an identically sized pump and VFD to the Phase 1 pumping station. The Phase 1 pumping station will be developed to accommodate Phase 2 pump equipment.

Phase 3

To meet additional future system demands, provisions for the following improvements have been incorporated into the preliminary design for the Year 2058 (Phase 3):

- Future demand analysis will be required to confirm actual capacity expansion requirements; however, it is anticipated that the firm pumping capacity will be increased to 9,500 gpm. Additionally, at the time of Phase 3 development, the pump station and equipment will be over 30 years old and may require replacement of existing pumps and equipment. Future equipment replacement may increase discharge capacity and meet future demands without complete pump replacement.

Conditional Use Permit

The proposed Project will require the approval of a Conditional Use Permit (CUP) by the County of Madera, pursuant to Section 18.94.160 of the County of Madera Ordinance Code, which states public facilities and emergency services shall be permitted in any zone district subject to approval of a CUP.

Mailing Address and Phone Number of Contact Person

City of Madera
428 E. Yosemite Ave.
Madera, California 93638
Will Tackett – Director of Community Development
(559) 661-3688
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Findings

As Lead Agency, the City of Madera finds that the Project will not have a significant adverse effect on the environment. The Initial Study (IS) (see *Section 3 - Environmental Checklist*) identified one or more potentially significant effects on the environment, but revisions to the Project have been made before the release of this Mitigated Negative Declaration (MND), or mitigation measures would be implemented that reduce all potentially significant impacts to less-than-significant levels. The County further finds that there is no substantial evidence that this Project would have a significant effect on the environment.

Mitigation Measures Included in the Project to Avoid Potentially Significant Effects

BIO-1: A preconstruction survey shall be conducted 14-30 days prior to Project construction activities to verify if special-status or sensitive species are present within 500 feet of the Project. The focal species shall include Swainson's hawk and other migratory nesting birds. A report outlining the results of the survey shall be prepared and submitted to the lead agency as evidence of compliance.

BIO-2: If construction activities occur between February 1 and September 15, pre-disturbance surveys for active raptor and migratory bird nests shall be conducted no more than 10 days prior to the commencement of disturbance. Surveys shall follow USFWS and CDFW guidance and/or protocols, as applicable. If no active nests or nesting birds are identified, then Project construction activities may proceed, and no further mitigation measures for nesting birds are required. If active nest(s) are identified, the active nest(s) should be continuously surveyed for the first 24 hours after detection to establish a behavioral baseline prior to any construction-related activities.

Once construction commences, all nests shall be continuously monitored to detect any behavioral changes because of the Project (i.e., nest avoidance or abandonment). If behavioral changes are observed, the work causing that change shall cease until the qualified biologist consults with the CDFW and/or the USFWS and the qualified biologist implements the recommended measures. During such times as the qualified biological monitor is not on site while construction workers are on site, a minimum non-disturbance buffer of 250 feet shall be established around active nests and a 500-foot no-disturbance buffer around the nests of raptors until the breeding season has ended or until a qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental

care for survival, and any adult birds are no longer occupying the nest. Deviations from these no-disturbance buffers may be implemented if the qualified biologist concludes that work within the buffer area would not cause nest avoidance or abandonment (e.g., when the disturbance area would be concealed from a nest site by topography) provided that notification of this determination of a deviation in the no-disturbance buffer is provided by the qualified biologist no less than 15 days in advance to the California Department of Fish and Wildlife and the United States Fish and Wildlife.

BIO-3: If an active raptor nest is identified, and when construction activities occur within the avoidance buffer of the nest, a qualified biologist shall conduct a daily site visit to observe all construction-related activities and or activity near an active nest. If construction activities are not occurring within the avoidance buffer of a nest, these resources shall be checked during a weekly site visit to observe activity. The qualified biologist shall be familiar with all potential species and their sign (i.e., tracks, scat, etc.) that have the potential to occur within the proposed Project site. The qualified biologist shall prepare a daily datasheet to record all construction-related activities that occurred and activity at an active nest or den, and document the progress of the project with photographs. Copies of daily datasheets and photographs shall be submitted to the lead agency as evidence of compliance.

BIO-4: If construction work occurs after August 30 and ends before March 1 (outside of the breeding season), impacts to the Swainson's hawk would be avoided. Surveys would not be required for work conducted during this part of the year, and no further mitigation for nest disturbance is required.

a. *Protocol Surveys*. For work that begins between March 1 and August 30, a qualified biologist with expertise in Swainson's hawk shall conduct protocol surveys of potential nesting habitat within 0.5 miles of any construction activities prior to initiation of such activities. The project proponent shall conduct a protocol-level survey in conformance with the "Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley," Swainson's Hawk Technical Advisory Committee (TAC) (https://www.wildlife.ca.gov/conservation/survey-protocols#377281284-birds) (May 31, 2000), which is hereby incorporated by reference. This protocol prescribes minimum standards for survey equipment, mode of survey, angle and distance to tree, speed, visual and audible clues, distractions, notes and observations, and timing of surveys.

   A written report with the pre-construction survey results shall be provided to the lead agency and CDFW within 30 days of the commencement of construction-related activities. The report shall include: the date of the report, authors and affiliations, contact information, introduction, methods, study location, including a map, results, discussion, and literature cited.

   If the required protocol surveys show there are no active Swainson's hawk nests within 0.5 miles of construction activities, then no further mitigation for nest disturbance shall be required. If protocol surveys show that there are no active

Swainson's hawk nests within 10 miles of the site, then no further mitigation for foraging impacts will be required.

b. *Nest Avoidance*. If nesting Swainson's hawks are observed within 0.5 miles of the project site during the protocol surveys, the project proponent shall implement CDFW pre-approved mitigation measures to avoid nest impacts during construction. These measures include:

- All Project-related activities with the potential to cause nest abandonment or forced fledging of young shall be avoided until the young have fledged.
- If disturbances, habitat conversions, or other Project-related activities that may cause nest abandonment or forced fledging are necessary, within the nest protection buffer zone (0.5-mile), monitoring of the nest site by a qualified raptor biologist, funded by the project proponent, shall be required to determine if the nest is abandoned. If the nest is abandoned, but the nestlings are still alive, the project developer /contractor is required to fund the recovery and hacking, that is, the controlled release of captive-reared young of the nestling.
- The project proponent shall be required to coordinate with CDFW to determine if project activities with the potential to cause disturbance to nesting Swainson's hawks within the 0.5-mile buffer may proceed with a reduced nest buffer and an approved biological monitor. CDFW may authorize a reduced nest buffer with the presence of a monitoring biologist during construction activities to ensure that the nest is not disturbed. Routine disturbances such as agricultural activities, commuter traffic, and routine maintenance activities within 0.5 miles of an active nest are not prohibited.

BIO-5. Prior to the initiation of construction activities, all construction personnel shall attend a Worker Environmental Awareness Training program developed by a qualified biologist. Any personnel associated with construction that did not attend the initial training shall be trained by the authorized biologist or authorized construction personnel prior to working within the Action Area. Any employee responsible for the operations, maintenance, or decommissioning of Project facilities shall attend the Worker Environmental Awareness Training program prior to starting work on the Project. All on-site workers shall attend training on an annual basis. The Program shall be developed and presented by the Project qualified biologist(s) or designee approved by the qualified biologist(s). The program shall include information about the life histories of State or federally listed species with potential to occur on the Action area, their legal status, course of action should these species be encountered on-site, and avoidance and minimization measures to protect these species. The training shall include the following components:

a. Information about the life history and identification of federally listed plant and wildlife species, as well as other special-status plant and wildlife species that may be affected by project activities. The program shall present the legal protection status of each such species, the definition of “take” under the Federal Endangered Species Act and California Endangered Species Act, measures the Project proponent/operator shall implement to protect the species, reporting requirements, specific measures for

workers to avoid take of special-status plant and wildlife species, and penalties for violation of Project permits or other Project-related environmental measures.

b. An acknowledgment form signed by each worker indicating that the Worker Environmental Awareness Training and Education program has been completed shall be kept on file at the construction site.

c. A copy of the training transcript and/or training video, as well as a list of the names of all personnel who attended the Worker Environmental Awareness Training and Education program, and signed acknowledgment forms, shall be submitted to the contractor's construction manager or on-site superintendent.

d. A copy of the training transcript, training video or informational binder for specific procedures shall be kept available for all personnel to review and be familiar with, as necessary.

The construction crews and contractor(s) shall be responsible for preventing unauthorized impacts from Project activities to sensitive biological resources that are outside the areas defined as subject to impacts by Project permits. Unauthorized impacts may result in Project stoppage, and/or fines, depending on the impact and coordination with the appropriate State or federal biological agency.

BIO-6: Prior to any ground disturbance in this area on Ellis Street, if Lateral 24.2 canal cannot be avoided, the Project proponent/developer shall submit a final Delineation report to the City of Madera. A copy of this report shall also be provided to the Bureau of Reclamation. The report shall include information as shown below as a plan, if necessary, and shall outline compliance with the following:

a. Delineation of all jurisdictional features at the project site. Potential jurisdictional features within the project boundary identified in the jurisdictional delineation report may be shown in plan form.

b. If the Project has a potential to directly or indirectly impact jurisdictional aquatic resources, a formal aquatic resource delineation of these areas shall be performed by a qualified professional to determine the extent of agency jurisdiction and permits/authorizations from the appropriate regulating agencies (United States Bureau of Reclamation (USBR)., Central Valley Regional Water Quality Control Board (RWQCB) and CDFW shall be obtained prior to disturbance to jurisdictional features.

   If impacts to the jurisdictional Lateral 24.2 canal cannot be avoided, the Project developer/contractor shall consult with USBR staff to obtain the appropriate permit(s).

   As part of these authorizations, compensatory mitigation may be required by the regulating agencies to offset the loss of aquatic resources. If so, and as part of the permit application process, a qualified professional shall draft a Mitigation and

Monitoring Plan to address implementation and monitoring requirements under the permit to ensure that the Project would result in no net loss of habitat functions and values. The Plan shall contain, at a minimum, mitigation goals and objectives, mitigation location, a discussion of actions to be implemented to mitigate the impact, monitoring methods and performance criteria, extent of monitoring to be conducted, actions to be taken in the event that the mitigation is not successful, and reporting requirements. The Plan shall be approved by the appropriate regulating agencies, and compensatory mitigation shall take place either on-site or at an appropriate off-site location.

c. Any material/spoils generated from project activities containing hazardous materials shall be located away from jurisdictional areas or special-status habitat and protected from storm water run-off using temporary perimeter sediment barriers such as berms, silt fences, fiber rolls, covers, sand/gravel bags, and straw bale barriers, as appropriate. Protection measures should follow project-specific criteria as developed in a Stormwater Pollution Prevention and Protection Plan (SWPPP).

d. Equipment containing hazardous liquid materials shall be stored on impervious surfaces or plastic ground covers to prevent any spills or leakage from contaminating the ground and at least 50 feet outside the delineated boundary of jurisdictional water features.

e. Any spillage of material shall be stopped if it can be done safely. The contaminated area shall be cleaned, and any contaminated materials properly disposed. For all spills, the project foreman or designated environmental representative shall be notified.

BIO-7: If the Project does not impact the Lateral 24.2 canal by using the jack and bore method to install the pipeline underneath the canal, prior to commencing activities at the canal, the Project developer/contractor shall obtain an Encroachment Permit from the USBR. A copy of that approved permit, or communication from the USBR indicating a permit is not required, shall be submitted to the lead agency before the work commences.

CUL-1: If prehistoric or historic-era cultural materials are encountered during construction activities, all work within 50 feet of the find shall halt until a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologists, can evaluate the significance of the find and make recommendations. Cultural resource materials may include prehistoric resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified professional archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations may be required to mitigate adverse impacts from Project implementation. These additional studies may include avoidance, testing, and evaluation, or data recovery excavation.

If a potentially eligible resource is encountered, then the qualified professional archaeologist, the Lead Agency shall arrange for either, (1) total avoidance of the resource or (2) test excavations to evaluate eligibility and, if eligible, total data recovery. The determination shall be formally documented in writing and submitted to the Lead Agency as verification that the provisions for managing unanticipated discoveries have been met.

CUL-2: If human remains are discovered during construction or operational activities, further excavation or disturbance shall be prohibited pursuant to Section 7050.5 of the California Health and Safety Code. The specific protocol, guidelines, and channels of communication outlined by the Native American Heritage Commission, in accordance with Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code (Chapter 1492, Statutes of 1982, Senate Bill 297), and Senate Bill 447 (Chapter 44, Statutes of 1987), shall be followed. Section 7050.5(c) shall guide the potential Native American involvement, in the event of discovery of human remains, at the direction of the Tulare County Coroner. All reports, correspondence, and determinations regarding the discovery of human remains on the Project site shall be submitted to the City of Madera.

According to the California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and willful disturbance of human remains is a felony (Section 7052).

GEO-1: If any paleontological resources are encountered during ground disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist, as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or other appropriate facility regarding any discoveries of paleontological resources.

If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations and fossil recovery may be required to mitigate adverse impacts from Project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects, or such effects must be mitigated. Construction in that area shall not resume until the resource appropriate measures are recommended or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of all correspondence and reports shall be submitted to the Lead Agency.

SECTION 1 - INTRODUCTION

1.1 - Overview

The proposed Project will include construction of a water supply and associated distribution infrastructure and facilities to meet the City's water demand. It will be completed in phases over several years.

The proposed water tank site is located in the County of Madera, within the City of Madera Sphere of Influence (SOI); therefore, pursuant to Section 18.94.160 of the County of Madera Ordinance Code, public facilities and emergency services shall be permitted in any zone district subject to approval of a Conditional Use Permit (CUP).

1.2 - California Environmental Quality Act

This IS/MND examines the potential environmental effects of the Project. The Project site is located in the County of Madera, within the City of Madera SOI.

The City of Madera is the Lead Agency for this Project pursuant to the CEQA Guidelines (Public Resources Code Section 15000 et seq.). Section 15063 of the CEQA Guidelines requires the Lead Agency to prepare an IS to determine whether a discretionary project will have a significant effect on the environment. A Mitigated Negative Declaration (MND) is appropriate when an IS has been prepared and a determination can be made that no significant environmental effects will occur because revisions to the project have been made or mitigation measures will be implemented that reduce all potentially significant impacts to less-than-significant levels. The content of an MND is similar to a Negative Declaration, but also includes mitigation measures and a Mitigation Monitoring and Reporting Program (MMRP) (see *Section 4 - Mitigation Monitoring and Reporting Program*).

Based on the IS, the Lead Agency has determined that CEQA compliance in the form of an MND can be achieved to satisfy the environmental review process for the proposed.

1.3 - Impact Terminology

The following terminology is used to describe the level of significance of impacts.

- A finding of *no impact* is appropriate if the analysis concludes that the project would not affect the particular topic area in any way.
- An impact is considered *less than significant* if the analysis concludes that it would cause no substantial adverse change to the environment and requires no mitigation.
- An impact is considered *less than significant with mitigation incorporated* if the analysis concludes that it would cause no substantial adverse change to the environment with the inclusion of environmental commitments that have been agreed to by the applicant.
- An impact is considered *potentially significant* if the analysis concludes that it could have a substantial adverse effect on the environment.

1.4 - Document Organization and Contents

The content and format of this IS/MND is designed to meet the requirements of CEQA. The report contains the following sections:

- *Section 1 – Introduction:* This section provides an overview of CEQA requirements, intended uses of the IS/MND, document organization, and a list of regulations that have been incorporated by reference.
- *Section 2 – Project Description:* This section describes the Project and provides data on the site's location.
- *Section 3 – Initial Study:* This section contains the evaluation of 21 different environmental resource factors contained in Appendix G of the CEQA Guidelines. Each environmental resource factor is analyzed to determine whether the proposed Project would have an impact. One of four findings is made, which includes no impact, less-than-significant impact, less than significant with mitigation, or significant and unavoidable. If the evaluation results in a finding of significant and unavoidable impacts for any of the 21 environmental resource factors, then an Environmental Impact Report will be required.
- *Section 4 – Mitigation Monitoring and Reporting Program:* This section contains a Mitigation Monitoring and Reporting Program that summarizes the impacts, mitigation measures, and level of significance after mitigation.
- *Section 5 – List of Preparers:* This section identifies the individuals who prepared the IS/MND.
- *Section 6 – References:* This section contains a full list of references that were used in the preparation of this IS/MND.

1.5 - Regulation Incorporated by Reference

The following regulation is incorporated into this IS/MND by reference. Other applicable federal, State, and regional regulations are referenced throughout this document:

- City of Madera Urban Water Management Plan 2020 Update
- City of Madera Water System Master Plan
- City of Madera General Plan
- City of Madera General Plan EIR
- City of Madera Ordinance Code
- County of Madera General Plan
- County of Madera Ordinance Code
- County of Madera General Plan Background Report
- Madera Countywide Airport Land Use Compatibility Plan

SECTION 2 - PROJECT DESCRIPTION

2.1 - Introduction/Background

The proposed Project will include the construction of a water supply and associated distribution infrastructure and facilities to meet the demand conditions identified by hydraulic modeling and projections. The Project will be completed in phases over a number of years. The conceptual plan for the proposed Project is provided as Appendix A.

2.2 - Project Location

The Project is generally bounded by Lake Street to the east, Ellis Street to the south, and Martin Street to the north. See Figure 2-2 and Figure 2-3.

The proposed water tanks and other infrastructure will be located on a parcel (APN- 038-030-031) on North Lake Street, which is within unincorporated Madera County and the City of Madera Sphere of Influence (SOI).

The water tank site is proposed to connect via a pipeline that will be placed within the City's road rights-of-way (ROW). The pipeline route will follow the ROW south along Lake Street, west along Ellis Street, and northwest along Sharon Boulevard. This pipeline will connect to an existing well site located at on Sharon Boulevard (APN 013-280-001).

2.3 - Project Environment

The proposed pipeline will be located within public rights-of-way along Lake Street, Ellis Street, and Sharon Boulevard. The proposed water tank site is located in proximity to rural areas that are mostly comprised of rural residential uses and vacant land. The areas to the north, south, and east of the Project sites are comprised of rural residential uses, and land directly west is vacant. The proposed pipeline is anticipated to be located within public right-of-way along Lake Street, Ellis Street, and Sharon Boulevard.

2.4 - Proposed Project

The Project will include construction of a water supply and associated distribution infrastructure and distribution facilities to meet the City's water demands. The Project will be completed in phases over a number of years. The initial phase (Phase 1) includes the development of water storage tanks and a pipeline connection to an existing water well site. The conceptual plan for the proposed Project is provided as Appendix A.

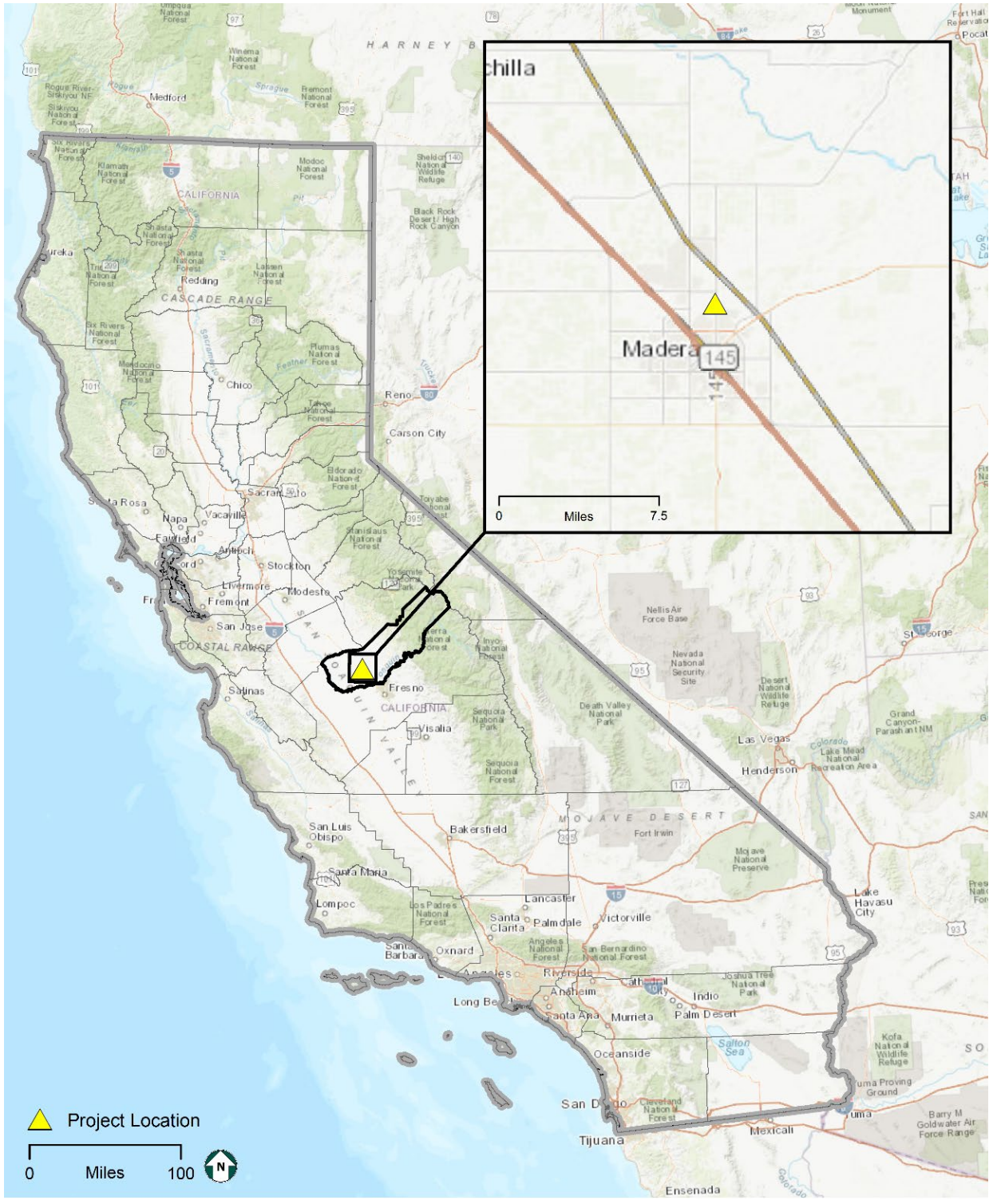

Figure 2-1
Regional Map

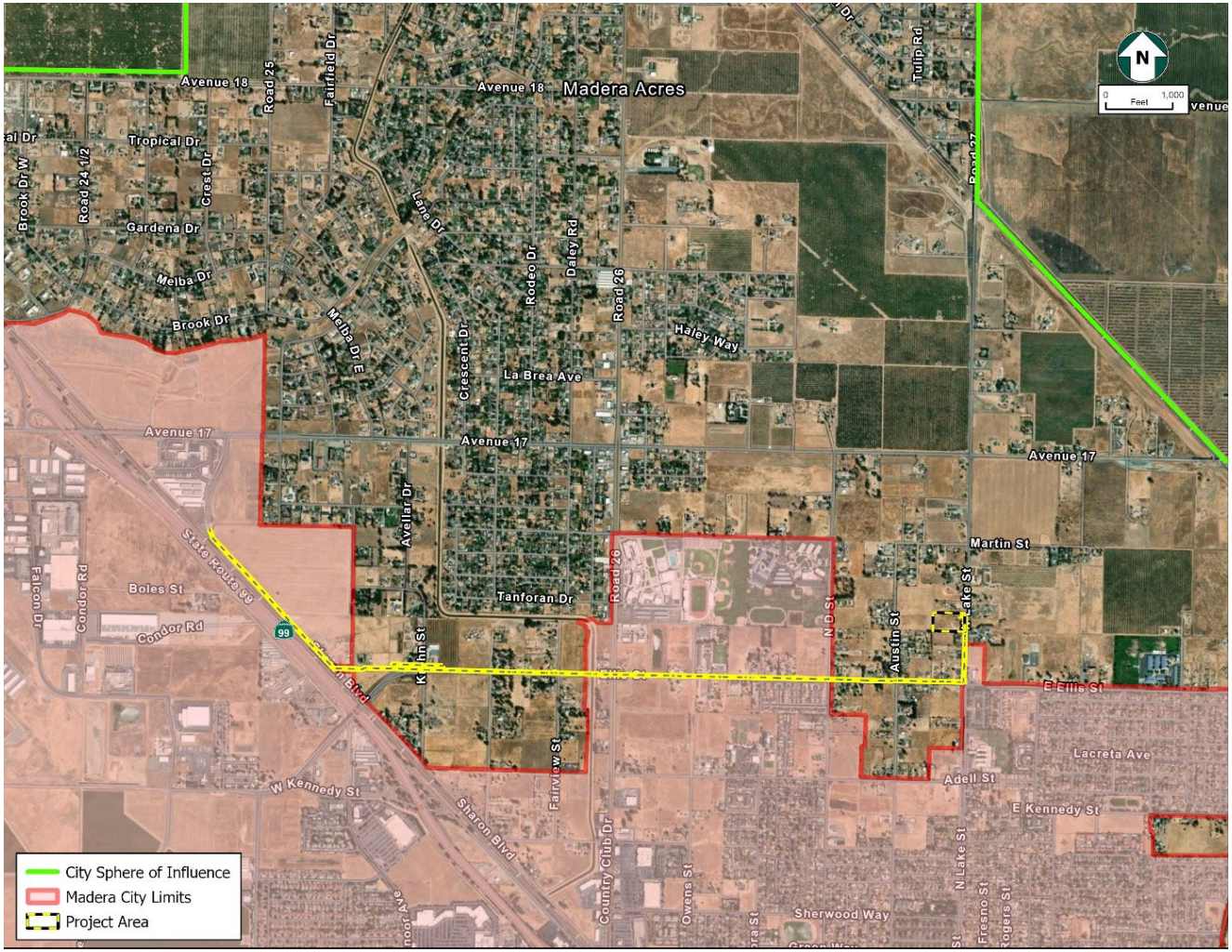

Figure 2-2
City Limits and SOI

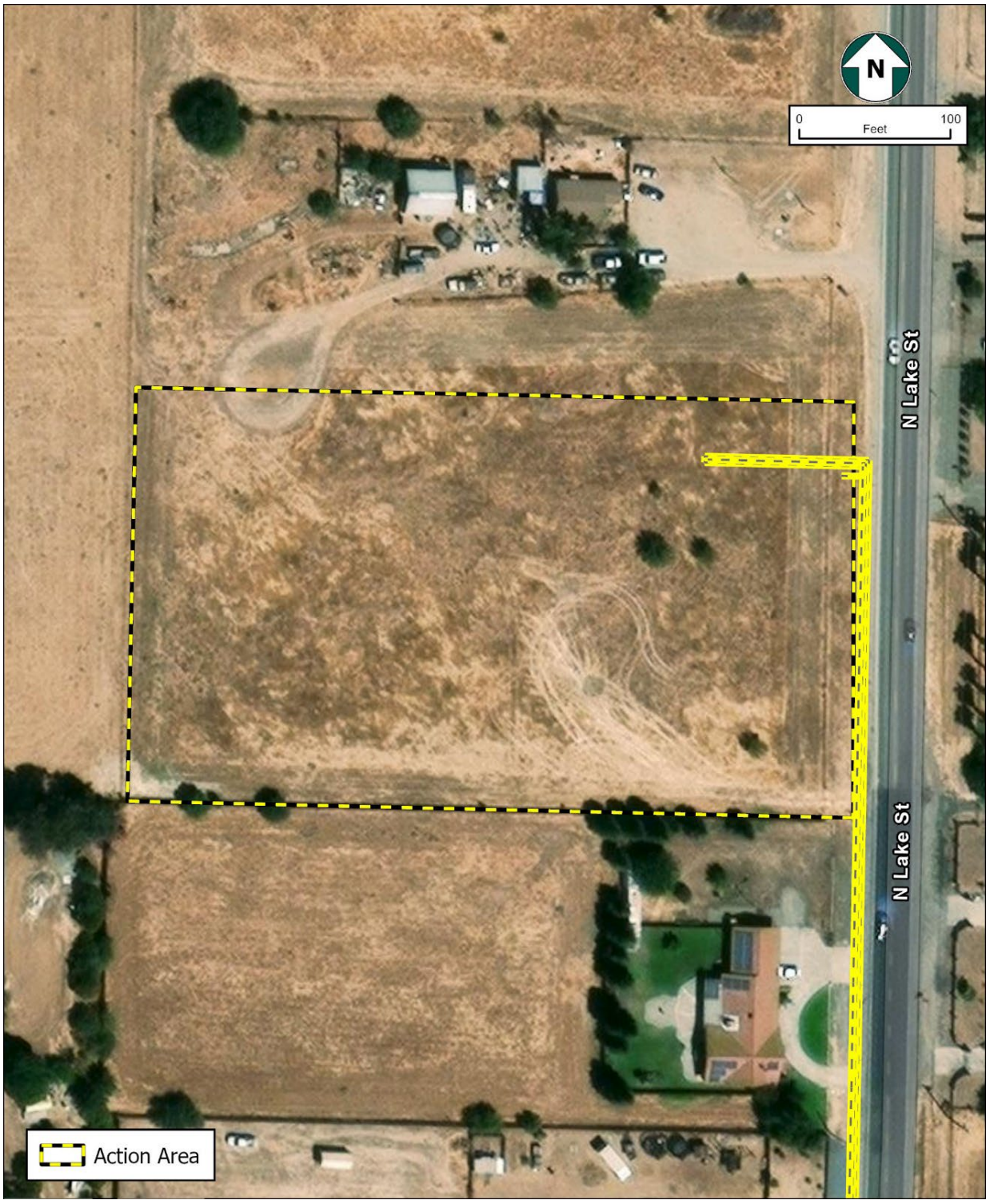

Figure 2-3
Water Tank and Pump Station Area

2.5 - Project Components

PHASE 1

Phase 1 includes the following major components:

WATER STORAGE TANK SITE

- Install a 2.5 mg prestressed concrete water storage tank outfitted with inlet and outlet piping at opposite ends of the tank to promote thorough tank mixing, tank overflow and drain piping compliant with Division of Drinking Water (DDW) requirements, mechanical mixer to further promote reservoir mixing, two access manways at the exterior of the tank for operations and maintenance access at ground level, roof access hatch and interior ladder, intrusion alarms on access manways and roof access hatch, level monitoring equipment, and a water sampling station.

- A 3,500-gpm firm capacity (maximum flow rate) booster pump station consisting of three 125-horsepower (hp) horizontal-split case booster pumps and associated equipment located on a concrete slab foundation. Space for a fourth identically sized pump will be provided for future expansion at a later phase.

Further tank site improvements will include:

- New 30-inch drainage piping to convey tank overflow and drainage to the City-owned retention basin.
- Perforated leak detection pipeline at the perimeter of the tank.
- Above ground reservoir control valve assembly, including inlet flow meter.
- Cement masonry unit (CMU) chemical and electrical building with two separate rooms dedicated to housing electrical and chemical equipment.
- Onsite hypochlorite generation, storage, and feed equipment.
- Water quality analyzers and four chemical injection/analysis points.
- Electrical distribution equipment, service transformer, variable frequency drives (VFD), and programmable logic controller (PLC).
- Standby generator sized for emergency operation all pumps and critical site equipment.
- Asphalt pavement across approximately half of tank site with crushed rock across the remaining half of the site where future installation of a second tank is anticipated.
- CMU wall at the North Lake Street frontage extending 75 feet along the north and south site limit.
- Perimeter fencing around the remainder of the site.
- Onsite fire hydrant, hose bibbs, and equipment washdown facilities.
- Light fixtures with photocells and motion sensors in compliance with Title 24 requirements.
- Provisions for future installation of security cameras.

WATER DISTRIBUTION

- Approximately 13,200 linear feet (LF) of 24-inch transmission main will connect the tank site to the City-owned Well 38. The transmission main will cross below a joint-use irrigation and drainage canal approximately 300 feet west of Ellis Street. The canal crossing will be approximately 200 linear feet and be completed via trenchless bore and jack construction.

PHASE 2

Based on current projections, the initial phase of this project should be sufficient to meet drinking water demands and fire protection requirements through 2043. To meet future system demands, provisions for the following improvements have been incorporated to the preliminary design for the Year 2044 (Phase 2):

- Install an additional 2.5 mg prestressed concrete water storage tank that will be of similar dimensions, character, and configuration as the Phase 1 tank. Yard piping and valves will be installed under Phase 1 to facilitate construction of the future tank with both the Phase 1 tank and pump station remaining in service.

- Increase the firm pumping (maximum flow) capacity to 7,000 gpm from 3,500 gpm. The 2044 capacity will be accomplished by adding an identically sized pump and VFD to the Phase 1 pumping station. The Phase 1 pumping station will be developed to accommodate Phase 2 pump equipment.

PHASE 3

To meet additional future system demands, provisions for the following improvements have been incorporated to the preliminary design for the Year 2058 (Phase 3):

- Future demand analysis will be required to confirm actual capacity expansion requirements; however, it is anticipated that the firm pumping capacity will be increased to 9,500 gpm. Additionally, at the time of Phase 3 development, the pump station and equipment will be over 30 years old and may require replacement of existing pumps and equipment. Future equipment replacement may increase discharge capacity and meet future demands without complete pump replacement.

CONDITIONAL USE PERMIT

The proposed Project will include application and approval of a Conditional Use Permit (CUP) by the County of Madera. As the proposed tank site is located within the County of Madera, pursuant to Section 18.94.160 of the County of Madera Ordinance Code, public facilities and emergency services shall be permitted in any zone district subject to approval of a conditional use permit (CUP).

2.6 - Alternatives

The City of Madera has an adopted Water System Master Plan (WSMP), which outlines the need for the phased and orderly growth of water infrastructure to meet the development needs of the General Plan (City of Madera, 2014). WSMP evaluated two alternatives:

Alternative 1: Continue to place wells where development occurs and treat wells that have adverse water quality conditions.

Alternative 2: Construct two new tanks on the east side of the system and utilize booster stations to meet the demands of a new east pressure zone. This alternative was selected as the "Preferred" alternative for servicing future development.

2.7 - Comprehensive Response to Climate Change

As part of the Drinking Water State Revolving Fund, identification of Project vulnerabilities to climate change and the impact the Project may have on climate change is requested. As shown, the Project is vulnerable to climate change impacts, however adaptations and mitigation are associated with the Project that will combat climate change factors facing the City of Madera.

Vulnerability:

- Water Supply Availability: The City operates a 1-million-gallon elevated water storage tank located in downtown Madera; however, the aquifer provides the vast majority of storage volume required to maintain service levels. In the past, the City has had difficulty meeting peak demands with the existing wellfield during extended dry periods, and the stress on the system has resulted in well failures and low system pressures. The proposed Project will improve the reliability of the water supply for the City and its service area while also providing for capacity expansion as growth continues.

- Drought: The proposed Project relies on groundwater. As such, the proposed water distribution system could be adversely impacted if a drought lowers the groundwater elevation in the area below the depth of the well.

Adaptation:

- Additional Storage: The proposed Project will provide additional water storge tanks to the City's water distribution system. This will allow the City to effectively manage groundwater resources, reduce vulnerability to and from impacts of long-term drought conditions, and provide fire suppression storage capacity for the City service area and potential growth.

- Fire Resistance: The proposed Project will provide new water storage tanks capable of supplying adequate flows to meet Fire Code requirements and provide redundancy capabilities should existing equipment become inoperable.

Mitigation:

- Water Conservation: The proposed Project will provide reliable water supplies during peak hour demands and provide redundancy should existing equipment go offline. The Project is not intended to result in direct urban growth where increases to water consumption would occur. Water conservation methods as provided in the City General Plan and other applicable adopted plans and programs would be applied to all existing and future water consumers.

SECTION 3 - INITIAL STUDY

3.1 - Environmental Checklist

1. **Project Title:**

2. Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project

3. **Lead Agency Name and Address:**

City of Madera
428 Yosemite Ave.
Madera, California 93638

3 **Contact Person and Phone Number:**

Will Tackett – Director of Community Development
(559) 661-3688
wtackett@madera.gov

4 **Project Location:**

The Project is generally bounded by Lake Street to the east, Ellis Street to the south, and Martin Street to the north. See Figure 2-2 and Figure 2-3.

The proposed water tanks and other infrastructure will be located on a parcel (APN-038-030-031) on North Lake Street, which is within unincorporated Madera County and the City of Madera Sphere of Influence (SOI).

The water tank site is proposed to connect via a pipeline that will be placed within the City's road rights-of-way (ROW). The pipeline route will follow the ROW south along Lake Street, west along Ellis Street, and northwest along Sharon Boulevard. This pipeline will connect to an existing well site located at on Sharon Boulevard (APN 013-280-001).

5 **Project Sponsor's Name and Address:**

City of Madera
428 Yosemite Ave.
Madera, California 93638
Will Tackett – Director of Community Development
(559) 661-3688
wtackett@madera.gov

6 **General Plan Designation:**

The proposed water tank site is located within the County of Madera and within the City of Madera SOI.

County of Madera: Low Density Residential

City of Madera: Low Density Residential

The proposed pipeline is anticipated to be developed within public road rights-of-way.

7 Zoning:

County of Madera: AR-5

8 Description of Project:

The Project will include the construction of water supply and distribution facilities to meet the demand conditions identified by the hydraulic model demands and projections. Provisions for future facility expansion to meet Year 2044 (Phase 2) and Year 2058 (Phase 3) will be incorporated into the design documents. The initial phase (Phase 1) includes the development of water storage tanks and a pipeline connection to an existing water well site. The conceptual plan for the proposed Project is provided as Appendix A.

9 Surrounding Land Uses and Setting:

Proposed water tank and pumping station site

The proposed water tank and pumping site is generally bounded by Lake Street to the east, Ellis Street to the south, and Martin Street to the north. Surrounding land uses include rural residences to the north, east, and south, and vacant land to the west.

Proposed pipeline connecting the tank site to the City of Madera well site

The water tank site is proposed to be connected via a pipeline that will be placed within the City of Madera right-of-way (ROW). The pipeline route will follow ROW south along Lake Street, west along Ellis Street, and northwest along Sharon Boulevard. This pipeline will connect to an existing well site located west of Sharon Boulevard, south of Avenue 17. The pipeline is located in ROW with a mixture of residential, rural residential, agricultural, and vacant uses.

10 Other Public Agencies Whose Approval May be Required:

- County of Madera
- California Public Utilities Commission (CPUC)
- United States Bureau of Reclamation (USBR)
- State Water Resources Control Board- Division of Drinking Water and Water Quality Control

3.2 - Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☒ Biological Resources	☒ Cultural Resources	☐ Energy
☒ Geology / Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology / Water Quality	☐ Land Use / Planning	☐ Mineral Resources
☐ Noise	☐ Population / Housing	☐ Public Services
☐ Recreation	☐ Transportation	☒ Tribal Cultural Resources
☐ Utilities / Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

3.3 - Determination

On the basis of this initial evaluation:

☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENT IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed

adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

Signature: Will Tackett Date: August 27, 2025

Printed Name: Will Tackett Title: Director of Community Development

3.4 - Evaluation of Environmental Impacts

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a Lead Agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the Project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on Project-specific factors as well as general standards (e.g., the Project will not expose sensitive receptors to pollutants, based on a Project-specific screening analysis).

2. All answers must take account of the whole action involved, including offsite as well as onsite, cumulative as well as Project-level, indirect as well as direct, and construction as well as operational impacts.

3. Once the Lead Agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there is one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less-Than-Significant Impact." The Lead Agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

    a. Earlier Analysis Used. Identify and state where they are available for review.

    b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

    c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the Project.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.

8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9. The explanation of each issue should identify:

    a. The significance criteria or threshold, if any, used to evaluate each question; and
    b. The mitigation measure identified, if any, to reduce the impact to less than significant.

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.1 - AESTHETICS					
Except as provided in Public Resources Code Section 21099, would the Project:					
a.	Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b.	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	☐	☐	☐	☒
c.	In non-urbanized area, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d.	Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Discussion

Impact #3.4.1a – Would the Project have a substantial adverse effect on a scenic vista?

The proposed Project is located in a generally rural area that is predominantly comprised of residential, rural residential, agricultural production, and vacant land. The proposed tank site will specifically be surrounded by rural residential and vacant land uses and is not located in or near any designated scenic vistas. The City General Plan identifies significant visual resources, including the Fresno River, Cottonwood Creek, Schmidt Creek, and Dry Creek. Additionally, the City General Plan EIR (City of Madera, 2009a) notes that General Plan buildout would also affect existing visual characteristics of agricultural land to urban uses and potentially distant views of the Sierra Nevada Mountain ranges to the east and Coast Range to the west. The Project will not impact or impede residents from enjoying these identified resources. No known scenic resources exist on or near the Project area.

The majority of the proposed Project components will consist of pipelines that will be installed underground. There are also proposed water storage tanks and a pump station site. Construction-related activities of the new water storage tanks and pump station will have a

short-term, temporary, and intermittent impact and may obstruct public views of agricultural fields and/or neighboring buildings. However, when completed and operational, the Project will not block or preclude views to any area containing important or what would be considered visually appealing landforms. The proposed Project will not have an adverse effect on known scenic vistas. Therefore, the proposed Project will have no impact on a scenic vista.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

Impact #3.4.1b – Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?

See Impact #3.4.1a, above.

The Project area does not contain any scenic highways (California Department of Transportation, 2018). Pursuant to the California Streets and Highways Code, Sections 260 through 263, certain elements make a highway scenic, which include the amount of natural landscape that can be seen by drivers, the scenic quality of the landscape, and the extent of development. If a highway meets these criteria, then it becomes eligible to become an officially designated scenic highway. The closest eligible scenic highway is State Route (SR) 168, approximately 21 miles southeast of the Project site.

The area around the proposed Project is improved with agricultural, rural residential, and residential uses. There are no known historic buildings, trees, rock outcroppings, historic buildings, or scenic highways that have been identified near the proposed Project area. Therefore, the proposed Project would have no impact on scenic resources or a scenic highway.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

Impact #3.4.1c – Would the Project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?

See discussion of Impacts #3.4.1a and #3.4.1b.

The Project pipelines will all be placed underground within the public rights-of-way in rural residential areas with single-family homes, commercial properties, and agricultural lands. All construction-related work may temporarily alter or obstruct the views along the subject streets with each section/component of work.

The proposed tank and pump station site is located in a rural residential area on larger lots. Although the site will be visibly altered with the installation of the water tanks and associated infrastructure, as shown on the conceptual site plan included as Appendix A, there will be a 60-foot setback from the street and the Project fence line, as well as a required landscaping strip that will soften, and in some ways obstruct, the view of the equipment from the street and neighboring properties. Although the visual aspect of the currently undeveloped site will be altered, with the implementation of setbacks and landscaping, the Project will not substantially degrade the existing visual character or quality of public views of the site and its surroundings.

The proposed Project will comply with City development codes and requirements related to setbacks and landscaping. Therefore, the Project will not conflict with local zoning or other regulations governing visual quality of the area. Therefore, the proposed Project will have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.1d – Would the Project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Construction

Construction-related activities on the proposed Project would typically be conducted during daylight hours, that is, from 7:00 a.m. to 6:00 p.m. Increased truck traffic and the transport of construction materials to the Project site could temporarily increase glare conditions during construction-related activities. In the event that work is performed between dusk and 6:00 a.m., construction crews will use minimal illumination to perform the work safely. All construction lighting would be directed downward and shielded to focus illumination on the desired work areas only and prevent light spillage onto adjacent properties.

Operation

Once operational, the Project may require the use of permanent security lighting at the tank site, and there is potential for light spillage onto adjacent properties. Outdoor lighting will be shielded and directed downward to minimize off-site light spill.

There are several General Plan policies that include comprehensive design guidelines to establish basic design standards (Action CD-2.1) and criteria for public and private development projects (Policy CON-38). These policies and actions are implemented through the City Ordinance Code, specifically Title IX of the Ordinance Code, adopting California Building Code standards, and Title X, requiring review and approval of exterior lighting. Compliance with established City design and construction guidelines would ensure that potential outdoor lighting would conform to adopted standards, would avoid and minimize impacts of light spillage onto adjacent properties, and would reduce the impact to a level below significant. Based on adopted General Plan policies and development standards, the minimization of light and glare impacts would be reduced to a less-than-significant level.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact

3.4.2 - AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Project:

a.	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b.	Conflict with existing zoning for agricultural use or a Williamson Act contract?	☐	☐	☐	☒
c.	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d.	Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e.	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Discussion

Impact #3.4.2a – Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

The proposed water storage tanks and pump station site is located on North Lake Street. This site is in an area that is developed with rural residences and designated as Vacant or Disturbed Land per the Farmland Mapping and Monitoring Program (FMMP) (California Department of Conservation, 2022). As noted, the pipeline portion of the Project will be located within existing public road ROW; therefore, the pipeline component of the wellsite will not impact Farmland. Therefore, the Project will have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

Impact #3.4.2b – Conflict with existing zoning for agricultural use or a Williamson Act contract?

See Impact #3.4.2a.

The water storage tanks, pump station, and proposed pipeline route are not located on a parcel subject to a Williamson Act Contract. Under both the County of Madera General Plan and the City of Madera General Plan (City of Madera, 2009b), the site is designated for Low Density Residential and is zoned AR-5 (Agricultural, Rural 5-acres) under the Madera County zoning ordinance. As previously noted, the proposed pipeline is anticipated to be located along the existing public ROW and would not conflict with existing zoning for agricultural use.

Therefore, the Project does not conflict with a Williamson Contract or existing zoning for agricultural use, and there would be no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

Impact #3.4.2c – Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

The California Public Resources Code Section 12220(g) defines "Forest Land" as "land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including

timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits." There are no forest lands identified on the proposed Project site or within its vicinity; therefore, there would be no conflict with or impacts to zoning for forest land or timberland. The proposed Project would not result in the loss or conversion of forest land to a non-forest use.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2d – Would the Project result in the loss of forest land or conversion of forest land to non-forest use?

See discussion of Impact #3.4.2c.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2e – Would the Project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

See discussion of Impacts #3.4.2a through #3.4.2c.

As discussed above, the water tank site is designated for low density residential under both the County and City of Madera General Plans. The proposed pipeline is anticipated to be developed within public ROW and does not result in the conversion of Farmland at surrounding sites. The Project does not involve other changes in the existing environment where additional farmland would be converted. There is no impact related to farmland, agricultural uses, or forestlands.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact.*

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact

3.4.3 - AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Project:

a.	Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b.	Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or State ambient air quality standard?	☐	☐	☒	☐
c.	Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d.	Result in other emissions (such as those leading to odor) adversely affecting a substantial number of people?	☐	☐	☒	☐

Discussion

The following analysis is based on the Focused Air Quality Study prepared for this Project (QK, 2025a) attached as Appendix B.

Impact #3.4.3a – Would the Project conflict with or obstruct implementation of the applicable air quality plan?

A potentially significant impact to air quality, as defined by CEQA, would occur if the project caused one or more of the following to occur:

- Conflict with or obstruct implementation of the applicable air quality plan.
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard.
- Expose sensitive receptors to substantial pollutant concentrations.
- Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

CEQA Guidelines state that a project that would "violate any air quality standard or contribute substantially to an existing or projected air quality violation" would create significant impacts on air quality. Therefore, should the emissions from a project exceed

National Ambient Air Quality Standards (NAAQS) or California Ambient Air Quality Standards (CAAQS), then the project would cause or contribute significantly to violations of the NAAQS or CAAQS when added to existing ambient concentrations. The thresholds of significance for NAAQS and CAAQS are provided in Table 3.4.3-1 below.

Table 3.4.3-1
NAAQS and CAAQS Thresholds

Pollutant	Averaging Time	NAAQS	CAAQS
		Concentration	
O_3	8-hour	0.070 ppm (137 µg/m³)[a]	0.070 ppm (137 µg/m³)
	1-hour		0.09 ppm (180 µg/m³)
CO	8-hour	9 ppm (10 µg/m³)	9 ppm (10 µg/m³)
	1-hour	35 ppm (40 µg/m³)	20 ppm (23 µg/m³)
NO_2	Annual Average	53 ppb (100 µg/m³)	0.030 ppm (57 µg/m³)
	1-Hour	100 ppb (188.68 µg/m³)	0.18 ppm (339 µg/m³)
SO_2	3-Hour	0.5 ppm (1,300 µg/m³)	
	24 Hour	0.14 ppm (365 µg/m³)	0.04 ppm (105 µg/m³)
	1-Hour	75 ppb (196 µg/m³)	0.25 ppm (655 µg/m³)
Particulate Matter (PM_{10})	Annual Arithmetic Mean		20 µg/m³
	24-Hour	150 µg/m³	50 µg/m³
Fine Particulate Matter ($PM_{2.5}$)	Annual Arithmetic Mean	12 µg/m³	12 µg/m³
	24-Hour	35 µg/m³	
Sulfates	24-Hour		25 µg/m³
Pb[d]	Rolling Three-Month Average	0.15 µg/m³	
	30 Day Average		1.5 µg/m³
H_2S	1-Hour		0.03 ppm (42 µg/m³)
Vinyl Chloride (chloroethene)	24-Hour		0.010 ppm (26 µg/m³)
Visibility Reducing particles	8 Hour (1000 to 1800 PST)		[b]

ppm = parts per million
ppb = parts per billion
mg/m³ = milligrams per cubic meter
µg/m³ = micrograms per cubic meter

Source: CARB 2024
a. On October 1, 2015, the national 8-hour ozone primary and secondary standards were lowered from 0.075 to 0.070 ppm
b. In 1989, CARB converted both the general statewide 10-mile visibility standards and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the statewide and Lake Tahoe Air Basin standards, respectively.

The Project is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District (District or SJVACPD) and the San Joaquin Valley Air Basin. The District is responsible for controlling emissions primarily from stationary sources. The SJVAPCD has also established emission thresholds in their *Guidance for Assessing and Mitigating Air Quality Impacts* (GAMAQI) to determine whether a project would create any potential air quality impacts that would require further analysis in an Environmental Impact Report (EIR). The SJVAPCD air quality thresholds from GAMAQI are presented in Table 3.4.3-2. Construction and operation of the Project are expected to comply with applicable rules and regulations required by the SJVAPCD. The following examples of SJVAPCD rules and regulations that may be applicable to the proposed Project are described below:

- Rule 2010 (Permits Required)
- Rule 4002 (National Emission Standards for Hazardous Air Pollutants)
- Regulation VIII (Fugitive PM_{10} Prohibitions)
- Rule 9510 Indirect Source Review

Table 3.4.3-2
SJVAPCD Air Quality Thresholds of Significance – Criteria Pollutants

Pollutant/Precursor	Construction Emissions	Operational Emissions	
	Emissions (tons per year; tpy)	Permitted Equipment and Activities Emissions (tpy)	Non-permitted Equipment and Activities Emissions (tpy)
CO	100	100	100
NOx	10	10	10
ROG	10	10	10
SOx	27	27	27
PM_{10}	15	15	15
$PM_{2.5}$	15	15	15

Source: Appendix B

Project-related criteria pollutant emissions were estimated using the California Emissions Estimator Model (CalEEMod) version 2020.4.0. Short-term emissions are primarily from the construction of a Project and would have temporary impacts on air quality. CalEEMod was used to estimate emissions from construction worker vehicles and on-site construction equipment. CalEEMod default construction schedule and equipment were used to estimated Project emissions. The Project also must comply with the required SJVAPCD's mitigation measures to limit fugitive dust emissions.

Table 3.4.3-3
Short-Term Project Emissions

Emissions Source	Pollutant (tons/year)					
	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
2025	0.05	0.42	0.46	<0.005	0.06	0.04
2026	0.12	0.87	1.36	<0.005	0.07	0.04
2027	0.06	0.49	0.81	<0.005	0.04	0.03
Total	**0.23**	**1.78**	**2.63**	**<0.015**	**0.17**	**0.11**
Significance Threshold	25	25	NA	27	15	15
Is Threshold Exceeded After Mitigation?	No	No	No	No	No	No

Source: Appendix B

The following measures were applied in CalEEMod, resulting in emissions shown in Table 3.4.3-3:

- Water exposed area three times per day.
- Reduce vehicle speed on unpaved roads.

As shown in Table 3.4.3-3, the Project's short-term construction emissions are presented, demonstrating that the Project's construction activities would not exceed construction significance thresholds. Therefore, construction emissions were found to be less than significant, and no further evaluation is required.

Long-term emissions are caused by operational mobile sources and area source emissions from the Project. Because the Project qualifies for the use of a SPAL under the SJVAPCD guidelines, the Project's operational emissions are expected to be less than significant. Once operational, the water pumps will be run by electricity and will not result in an increase in any operational emission sources above a negligible level. Other emissions from other sources, such as from staff work trucks, would be nominal. Therefore, operational emissions were found to be less than significant, and no further evaluation is required.

An ambient air quality analysis, when required, determines if a proposed project has the potential to cause a violation of the ambient air quality standards or a substantial contribution to an existing or projected air quality standard. As stated in the GAMAQI, SJVAPCD has developed screening levels for requiring an Ambient Air Quality Analysis (AAQA). The SJVAPCD recommends that an AAQA be performed for all criteria pollutants when emissions of any criteria pollutant resulting from project construction or operational activities exceed the 100 pounds per day screening level, after compliance with Rule 9510 requirements and implementation of all enforceable mitigation measures.

As demonstrated in Table 3.4.3-3, short-term construction emissions will be minimal, and there will be negligible emissions associated with long-term operational emissions. Therefore, the Project's potential to increase any criteria pollutant's average daily emissions during construction and operational activities associated with it would not exceed 100 pounds per day. Therefore, an AAQA is not required for this Project. In consideration of both

short-term construction emissions and long-term operational emissions, the Project is not anticipated to exceed established thresholds and would result in a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant.*

Impact #3.4.3b –Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or State ambient air quality standard?

As discussed, the District has adopted thresholds of significance where it can be assumed that if a project does exceed the criteria pollutant emission thresholds, then the project would be considered to have a significant impact if not adequately mitigated to below the thresholds. The Air District separates construction emissions from operational emissions and further separates permitted operational emissions from non-permitted operational emissions to determine significance thresholds for air pollutant emissions.

Owing to the inherently cumulative nature of air quality impacts, the threshold for whether a project would make a cumulatively considerable contribution to a significant cumulative impact is currently based on whether the proposed Project would exceed established project-level thresholds. As such, a qualitative evaluation of the Project's cumulative emissions supports a finding that the Project's contribution would not be cumulatively considerable because the proposed Project's incremental emissions do not exceed the established thresholds, and therefore, impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant.*

Impact #3.4.3c – Would the Project expose sensitive receptors to substantial pollutant concentrations?

Sensitive receptors are defined as locations where young children, chronically ill individuals, the elderly, or people who are more sensitive than the general population reside, such as schools, hospitals, nursing homes, and daycare centers. The nearest residential sensitive receptor to the proposed tank site is located adjacent to the north, south, and east of the Project site. Residences are also located along portions of the pipeline route.

The closest schools are James Monroe Elementary School and Nishimoto Elementary School, which are located 0.30 miles south and west, respectively, of the Project site. The closest hospital is 3.23 miles south, and the closest assisted living facility is 0.78 miles south. The nearest daycare facility is 0.46 miles southwest of the Project.

Projects are considered for potential health risks wherein a new or modified source of Hazardous Air Pollutants (HAPs) is proposed for a location near an existing residential area or other sensitive receptor when evaluating potential impacts related to HAPs.

The proposed Project would result in emissions of HAPs during construction and would be located near existing residents; therefore, an assessment of the potential risk to the population attributable to emissions of hazardous air pollutants from the proposed Project is required. To predict the potential health risk to the population attributable to emissions of HAPs from the proposed Project, ambient air concentrations were predicted with dispersion modeling to arrive at a conservative estimate of increased individual carcinogenic risk that might occur as a result of continuous exposure over the construction period for construction emissions. Similarly, predicted concentrations were used to calculate non-cancer chronic and acute hazard indices, which are the ratio of expected exposure to acceptable exposure. The basis for evaluating potential health risks is the identification of sources with increased HAPs. HAP emissions from anticipated on-site construction activities were evaluated. Health risk is determined using the Hotspots Analysis and Reporting Program (HARP) software distributed by the CARB. HARP2 requires peak 1-hour emission rates and annual-averaged emission rates for all pollutants for each modeling source.

SJVAPCD has set the level of significance for carcinogenic risk at twenty in one million, which is understood as the possibility of causing 20 additional cancer cases in a population of one million people. The level of significance for chronic non-cancer risk is a hazard index of 1.0. All receptors were modeled with a two-year exposure to construction activities.

The carcinogenic risk and the health hazard index (HI) for chronic non-cancer risk at the point of maximum impact (PMI) do not exceed the significance levels of 20 x 10-6 and 1.0, respectively, for the proposed Project. The PMIs are identified by receptor location and risk and are provided in Table 3.4.3-4.

Table 3.4.3-4
Potential Maximum Impacts Predicted by HARP

	Cancer Risk	Chronic Hazard Index
Total Construction	11.42E-06	6.68E-03
SJVAPCD Threshold	20.0E-06	1.0
Exceedance?	No	No
Receptor #	4361	4361
UTM Easting (m)	762021.86	762021.86
UTM Northing (m)	4097727.45	4097727.45

Note: UTM = Universal Transverse Mercator

As shown above in Table 3.4.3-4, the maximum predicted cancer risk for the proposed Project is 11.42E-06. The maximum chronic non-cancer hazard index for the proposed Project is 6.68E-03. Since the PMI remained below the significance threshold for cancer and chronic risk, this Project would not have an adverse effect on any of the surrounding communities.

The potential health risk attributable to the proposed Project is determined to be less than significant based on the following conclusions:

- Potential carcinogenic risk from the proposed Project is below the significance level of twenty in a million at each of the modeled receptors.
- The hazard index for the potential chronic non-cancer risk from the proposed Project is below the significance level of 1.0 at each of the modeled receptors.
- The hazard index for the potential acute non-cancer risk was not calculated since there is no acute risk associated with DPM emission; therefore, the proposed Project is considered below the significance level.

Therefore, the potential risk to the population attributable to emissions of HAPs from the proposed Project would be less than significant. Based on the predicted operational emissions and activity types, the proposed Project is not expected to affect any on-site or off-site sensitive receptors and is not expected to have any adverse impacts on any known sensitive receptors.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.3d – Would the Project result in emissions (such as those leading to odors) adversely affecting a substantial number of people?

An evaluation is typically conducted for both of the following situations: 1) a potential source of objectionable odors is proposed for a location near existing sensitive receptors, and 2) sensitive receptors are proposed to be located near an existing source of objectionable odors. The criteria for this evaluation are based on the Lead Agency's determination of the proximity to one another of the proposed project and the sensitive receptors. A sensitive receptor is a location where human populations, especially children, senior citizens, and sick persons, are present, and where there is a reasonable expectation of continuous human exposure to pollutants, according to the averaging period for ambient air quality standards, i.e., the 24-hour, 8-hour, or 1-hour standards. Commercial and industrial sources are not considered sensitive receptors.

The proposed Project is not considered a source of objectionable odors or odorous compounds. As such, the proposed Project will not be a source of any odorous compounds nor will it likely be impacted by any odorous source.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.4 - BIOLOGICAL RESOURCES				
Would the Project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☒	☐	☐
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☒	☐	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f. Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan?	☐	☐	☒	☐

Discussion

The following analysis is based on the Biological Assessment prepared for this Project (QK, 2025b) attached as Appendix C.

Impact #3.4.4a – Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Qualified biologists conducted a reconnaissance level survey of the Project. The survey included the Project area and a 500-foot survey buffer surrounding the Project area (Biological Survey Area [BSA]). Habitat within the BSA include urban, and non-native annual grassland and was assessed to evaluate the presence of federally and State protected plant and wildlife species and their habitat.

The California Natural Diversity Database (CNDDB), the California Native Plant Society (CNPS) database, and the United States Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) database were reviewed to assess whether occurrences of federally listed species or USFWS Critical Habitat Units have been documented within the Action Area and USGS nine-quadrangles surrounding the Project.

There were 13 federally listed plants and wildlife identified in the CNDDB, CNPS, and IPaC database searches of the nine quadrangles surrounding the Project. There is no suitable habitat that could support federally listed and protected plant or wildlife species within the Project area.

In addition, there are 15 State-listed wildlife species identified in the CNDDB, CNPS, and IPaC database searches of the nine quadrangles surrounding the Project, 10 of which are also federally listed. The identified federal and State-listed special-status plant and wildlife species with the potential to occur based on database research and survey are summarized in Table 3.4.4-1 below.

Table 3.4.4-1
Federal and State Listed, Proposed, and Candidate Plant and Wildlife Species Evaluated for Their Potential to Occur within the Project Area

Scientific Name	Status Federal/State CRPR/CDFW	General Location/ Habitat Requirements	Potential to Occur
Plants			
Castilleja campestris succulenta succulent owl's-clover	FT/SE 1B.2/-	Vernal pool	No
Orcuttia inaequalis San Joaquin Valley Orcutt grass	FT/SE 1B.1/-	Vernal pool	No
Orcuttia Pilosa hairy Orcutt grass	FE/SE 1B.1/-	Vernal pool	No
Tuctoria greenei Greene's tuctoria	FE/SR 1B.1/-	Small or shallow vernal pools	No

Scientific Name	Status Federal/State CRPR/CDFW	General Location/ Habitat Requirements	Potential to Occur
Wildlife			
Danaus Plexippus monarch butterfly-overwintering population	FPT/- -/-	Fields, meadows, weedy areas, marshes, and roadsides	No
Desmocerus californicus dimorphus valley elderberry longhorn beetle	FT/- -/-	Riparian areas and within elderberry shrubs	No
Branchinecta lynchi vernal pool fairy shrimp	FT/- -/-	Vernal pool	No
Ambystoma californiense California tiger salamander	FT/ST -/WL	Breeding: ephemeral pools or artificial ponds Upland habitat: valley and foothill grassland, oak woodlands, and uncommonly riparian	No
Spea hammondii western spadefoot	FPT/- -/SSC	Breeding: vernal pools Non-breeding habitat: grasslands, coastal scrub, woodlands, chaparral, sandy washes, lowland river floodplains, alkali flats, foothills, and mountains	No
Actinemys marmorata Northwestern pond turtle	FPT/- -/SSC	Ponds, lakes, rivers, streams, creeks, marshes, and irrigation ditches	No
Gambelia sila blunt-nosed leopard lizard	FE/SE -/FP	Open, dry scrub habitats	No
Dipodomys nitratoides exilis Fresno kangaroo rat	FE/SE -/-	Open dry scrub and grassland habitats	No
Vulpes macrotis mutica San Joaquin kit fox	FE/ST -/-	Grasslands, shrublands, fallow fields, dry grain fields, and urban areas	No
Phrynosoma blainvillii coast horned lizard	-/- -/SSC	Loose soils in grasslands, forests, woodlands, and open chaparral	No
Agelaius tricolor tricolored blackbird	-/ST -/SSC	Wetland and agricultural habitat	No
Athene cunicularia western burrowing owl	-/SC -/SSC	Grasslands, shrublands, fallow fields, dry grain fields	No
Buteo swainsoni Swainson's hawk	-/ST -/-	Occurs in open country habitats such as deserts, grasslands, or agricultural areas containing scattered large trees or small groves	Present
Taxidea taxus American badger	-/- -/SSC	Grasslands, forest glades, meadows, marshes, brushy areas, deserts, mountain	No

Scientific Name	Status Federal/State CRPR/CDFW	General Location/ Habitat Requirements	Potential to Occur
		meadows, prairie, and sandy loam soil habitats	
Additional State Listed, Proposed, and Candidate Wildlife Species Evaluated for Their Potential to Occur within the Project Area			
Phrynosoma blainvillii coast horned lizard	-/- -/SSC	Loose soils in grasslands, forests, woodlands, and open chaparral	No
Agelaius tricolor tricolored blackbird	-/ST -/SSC	Wetland and agricultural habitat	No
Athene cunicularia western burrowing owl	-/SC -/SSC	Grasslands, shrublands, fallow fields, dry grain fields,	No
Buteo swainsoni Swainson's hawk	-/ST -/-	Occurs in open country habitats such as deserts, grasslands, or agriculture areas containing scattered large trees or small groves	Present
Taxidea taxus American badger	-/- -/SSC	Grasslands, forest glades, meadows, marshes, brushy areas, deserts, mountain meadows, prairie and sandy loam soil habitats	No

Federal Status:
FE - Federal Endangered Species
FPT - Federal Proposed Threatened
FT - Federal Threatened Species
California Status
SCE - California Candidate Endangered
SR - California State Listed - Rare
SE - California Endangered Species
ST - California Threatened Species
CDFW Status
SSC - CDFW Species of Special Concern
WL - CDFW Watch List

Based on the initial literature review and reconnaissance level survey, the prepared BA indicated that there is a potential for one special-status species to occur at the Project sites. An evaluation of the potentially occurring special-status species, which included habitat requirements, likelihood of required habitat to occur within the Project area, and a comparison to the CNDDB records was conducted. The results of this evaluation concluded that no sensitive natural community or special-status plant species are anticipated to occur on or near the Project area and that one wildlife species has a reasonable potential to occur on or near the Project area.

Sensitive Natural Communities and Special-Status Species

SENSITIVE NATURAL COMMUNITIES AND SPECIAL-STATUS PLANTS

Habitat within the Project area is classified as Annual Grassland and Urban. The three-acre Project tank site consists of a previously tilled, undeveloped parcel surrounded by residential development and undeveloped pastures/non-native grassland. Historical satellite imagery shows that this lot has been regularly disturbed by tilling or disking since as early as 1998. The BSA was dominated by nonnative grasses and forbs that did not contain native habitat.

Annual Grassland is composed primarily of annual plant species, many of which occur as understory plants in valley oak woodland and other habitats. It is dominated by introduced annual grasses that include wild oats, soft chess, ripgut brome, red brome, wild barley, and foxtail fescue. Many wildlife species use Annual Grasslands for foraging, but some require special habitat features such as cliffs, caves, ponds, or habitats with woody plants for breeding, resting, and escape cover. Species associated with this community include western fence lizard, common garter snake, western rattlesnake, burrowing owl, short-eared owl, horned lark, western meadowlark, black-tailed jackrabbit, California ground squirrel, Botta's pocket gopher, western harvest mouse, California vole, badger, coyote, and the San Joaquin kit fox. This habitat also provides important foraging habitat for the turkey vulture, northern harrier, American kestrel, black-shouldered kite, and prairie falcon. Annual Grassland habitat occurs mostly on flat plains to gently rolling foothills. Common soil orders include Entisols and Alfisols. This habitat occurs in various-sized patches throughout the State.

Urban is described as a developed habitat with five types of vegetative structure, including tree grove, street strip, shade tree/lawn, lawn, and shrub cover. Common in city parks, green belts, and cemeteries, tree groves vary in height, tree spacing, crown shape, and understory conditions, depending on species planted and landscape design. Street tree strips show variation in spacing of trees, depending upon species and design considerations, and are typically planted in grass. Shade trees/lawns are typical of residential areas and reminiscent of natural savannas. Lawns are structurally the most uniform vegetative units of the Urban habitat and shrub cover, including hedges, is more limited in distribution. Species composition in Urban habitats varies with planting design and climate, and monoculture is commonly observed in tree groves and street tree strips. Three urban categories relevant to wildlife are distinguished: downtown, urban residential, and suburbia. Downtown has the lowest diversity, comprised of over 90 percent avian density and biomass, including rock dove, European starling, and house sparrow. Wildlife that utilize urban residential scrub jay, mockingbird, house finch, raccoon, opossum, striped skunk, and California slender salamander. Wrentits, bushtits, plain titmouse, chestnut-backed chickadee, California quail, black-tailed deer, ringtail, black-tailed jackrabbit, gopher snake, and western fence lizard typically occur in suburban areas. Urban habitat is the result of modifying pre-settlement vegetation and introducing new species. They are not limited to any particular physical setting and occur throughout California.

The BSA consists predominantly of residences with various urban settings and ruderal plants such as ornamental trees, plants, and grass lawns. These species include non-native grasses such as wild oat (*Avena fatua*), and ripgut brome (*Bromus diandrus*) and forbs such as curly dock (*Rumex crispus*), field bindweed (*Convolvulus arvensis*), red-stem filaree (*Erodium cicutarium*), sorrel (*Rumex acetosa*), short-pod mustard (*Hirschfeldia incana*), and Jimson weed (*Datura wrightii*). Within the BSA, numerous ornamental trees were present on private residential development. There were no special-status plants or habitats capable of supporting special-status plants observed.

SPECIAL-STATUS WILDLIFE

Species present within the BSA were typical for urban habitat, and nonnative grassland included European starling (*Sturnus vulgaris*), mourning dove (*Zenaida macroura*), white crowned sparrow (*Zonotrichia leucophrys*), red-tailed hawk (*Buteo jamaicensis*), Swainson's hawk (*Buteo swainsoni*), turkey vulture (*Cathartes aura*), common crow (*Corvus brachyrhynchos*), garter snake (*Thamnophis sirtalis*), and various domesticated livestock.

The BSA is heavily disturbed by urban development. Several small mammal burrows were found within the BSA, likely belonging to California ground squirrel (*Otostermophilus beecheyi*) and Botta's pocket gopher (*Thomomys bottae*). No raptor, passerine, or ground nests were identified, but the BSA contains suitable habitat for nesting bird species. No nesting migratory birds were present in the BSA. However, there is potential for migratory birds to nest within the BSA in ornamental trees in nearby residential properties and the nonnative grassland in undeveloped lots throughout the BSA. Of the fourteen special-status species, one species, the Swainson's hawk, was identified as having the potential to occur within the Project area and one adult Swainson's hawk was observed during the survey. However, no nest was located in the vicinity of the Project site. A discussion of the Swainson's hawk is provided below.

Swainson's Hawk

Swainson's hawks occur in grassland, desert, and agricultural landscapes throughout the Central Valley and Antelope Valley. Some hawks may be resident, especially in the southern portion of their range, while others may migrate between winter and breeding habitats. They prefer larger isolated trees or small woodlots for nesting, usually with grassland or dryland grain fields nearby for foraging, and have been known to nest in large eucalyptus trees (*Eucalyptus sp.*) along heavily traveled freeway corridors. Swainson's hawks forage in grassland, open scrub, pasture, and dryland grain agricultural habitats, primarily for rodents. Swainson's hawks exhibit moderate to high nest site fidelity for successful nest sites. The primary threat to Swainson's hawk is loss of native foraging and breeding grounds due to habitat conversion. Other threats include climate change, drought, infrastructure placement, wind turbine strikes, nest tree trimming, vehicle collisions, disease, pesticide poisoning, and electrocution.

There are four CNDDB records within 10 miles of the BSA. The closest CNDDB record (EONDX 103593) is approximately 2.5 miles southwest of the BSA and is presumed extant.

As noted above, one adult Swainson's hawk was observed during the survey, but no nest was located in the vicinity. The individual did not display any nest-building behaviors; most likely, the individual was flying over in search of foraging habitat. Suitable nesting habitat is present within 0.5 miles of the BSA, specifically in areas with large trees. However, the few open non-native grasslands present within the BSA provide very low-quality foraging opportunities for the species. Several California ground squirrel burrows were identified within the Project area, but it is unlikely that they could provide an adequate prey base to support the species. One other raptor species, the red-tailed hawk (*Buteo jamaicensis*), was observed during the survey

CONCLUSION

The overall Project and surrounding areas have been disturbed for years by ongoing agriculture and residential development. The Project area and vicinity do not provide suitable habitat for any special-status plant species, and no mitigation measures to protect, avoid, or minimize impacts to special-status plant species are warranted.

The Project area and vicinity have a lack of sufficient prey base and provide low-quality foraging habitat for Swainson's hawk and other raptor species. There is the potential for nesting migratory birds and raptors, including the Swainson's hawk, which are protected by the Migratory Bird Treaty Act, to nest on or near the Project area. To account for potential impacts, implementation of Mitigation Measures (MM) BIO-1 through BIO-5 as recommended in the BA would protect, avoid, and minimize impacts to potential nesting migratory birds and raptors, including the Swainson's hawk. MM BIO-1 will require a preconstruction survey to be conducted, and MM BIO-2 requires that pre-disturbance surveys be conducted if construction occurs during nesting season, and additional measures should nests be identified. MM BIO-3 establishes procedures for active raptor nests, MM BIO-4 provides for Swainson's hawk-specific protocol surveys and avoidance measures, and MM BIO-5 requires training for all construction personnel for biological resources.

Compliance with Mitigation Measures BIO-1 through BIO-5 would protect, avoid, and minimize impacts to special-status wildlife species. When implemented, these measures would reduce impacts to these species to below significant levels.

MITIGATION MEASURE(S)

BIO-1: A preconstruction survey shall be conducted 14-30 days prior to Project construction activities to verify if special-status or sensitive species are present within 500 feet of the Project. The focal species shall include Swainson's hawk and other migratory nesting birds. A report outlining the results of the survey shall be prepared and submitted to the lead agency as evidence of compliance.

BIO-2: If construction activities occur between February 1 and September 15, pre-disturbance surveys for active raptor and migratory bird nests shall be conducted no more than 10 days prior to the commencement of disturbance. Surveys shall follow USFWS and CDFW guidance and/or protocols, as applicable. If no active nests or nesting birds are

identified, then Project construction activities may proceed, and no further mitigation measures for nesting birds are required. If active nest(s) are identified, the active nest(s) should be continuously surveyed for the first 24 hours after detection to establish a behavioral baseline prior to any construction-related activities.

Once construction commences, all nests shall be continuously monitored to detect any behavioral changes because of the Project (i.e., nest avoidance or abandonment). If behavioral changes are observed, the work causing that change shall cease until the qualified biologist consults with the CDFW and/or the USFWS and the qualified biologist implements the recommended measures. During such times as the qualified biological monitor is not on site while construction workers are on site, a minimum non-disturbance buffer of 250 feet shall be established around active nests and a 500-foot no-disturbance buffer around the nests of raptors until the breeding season has ended or until a qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival, and any adult birds are no longer occupying the nest. Deviations from these no-disturbance buffers may be implemented if the qualified biologist concludes that work within the buffer area would not cause nest avoidance or abandonment (e.g., when the disturbance area would be concealed from a nest site by topography) provided that notification of this determination of a deviation in the no-disturbance buffer is provided by the qualified biologist no less than 15 days in advance to the California Department of Fish and Wildlife and the United States Fish and Wildlife.

BIO-3: If an active raptor nest is identified, and when construction activities occur within the avoidance buffer of the nest, a qualified biologist shall conduct a daily site visit to observe all construction-related activities and or activity near an active nest. If construction activities are not occurring within the avoidance buffer of a nest, these resources shall be checked during a weekly site visit to observe activity. The qualified biologist shall be familiar with all potential species and their sign (i.e., tracks, scat, etc.) that have the potential to occur within the proposed Project site. The qualified biologist shall prepare a daily datasheet to record all construction-related activities that occurred and activity at an active nest or den, and document the progress of the project with photographs. Copies of daily datasheets and photographs shall be submitted to the lead agency as evidence of compliance.

BIO-4: If construction work occurs after August 30 and ends before March 1 (outside of the breeding season), impacts to the Swainson's hawk would be avoided. Surveys would not be required for work conducted during this part of the year, and no further mitigation for nest disturbance is required.

a. *Protocol Surveys*. For work that begins between March 1 and August 30, a qualified biologist with expertise in Swainson's hawk shall conduct protocol surveys of potential nesting habitat within 0.5 miles of any construction activities prior to initiation of such activities. The project proponent shall conduct a protocol-level survey in conformance with the "Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley," Swainson's Hawk Technical Advisory Committee (TAC)

(https://www.wildlife.ca.gov/conservation/survey-protocols#377281284-birds) (May 31, 2000), which is hereby incorporated by reference. This protocol prescribes minimum standards for survey equipment, mode of survey, angle and distance to tree, speed, visual and audible clues, distractions, notes and observations, and timing of surveys.

A written report with the pre-construction survey results shall be provided to the lead agency and CDFW within 30 days of the commencement of construction-related activities. The report shall include: the date of the report, authors and affiliations, contact information, introduction, methods, study location, including a map, results, discussion, and literature cited.

If the required protocol surveys show there are no active Swainson's hawk nests within 0.5 miles of construction activities, then no further mitigation for nest disturbance shall be required. If protocol surveys show that there are no active Swainson's hawk nests within 10 miles of the site, then no further mitigation for foraging impacts will be required.

b. *Nest Avoidance*. If nesting Swainson's hawks are observed within 0.5 miles of the project site during the protocol surveys, the project proponent shall implement CDFW pre-approved mitigation measures to avoid nest impacts during construction. These measures include:

- All Project-related activities with the potential to cause nest abandonment or forced fledging of young shall be avoided until the young have fledged.
- If disturbances, habitat conversions, or other Project-related activities that may cause nest abandonment or forced fledging are necessary, within the nest protection buffer zone (0.5-mile), monitoring of the nest site by a qualified raptor biologist, funded by the project proponent, shall be required to determine if the nest is abandoned. If the nest is abandoned, but the nestlings are still alive, the project developer /contractor is required to fund the recovery and hacking, that is, the controlled release of captive-reared young of the nestling.
- The project proponent shall be required to coordinate with CDFW to determine if project activities with the potential to cause disturbance to nesting Swainson's hawks within the 0.5-mile buffer may proceed with a reduced nest buffer and an approved biological monitor. CDFW may authorize a reduced nest buffer with the presence of a monitoring biologist during construction activities to ensure that the nest is not disturbed. Routine disturbances such as agricultural activities, commuter traffic, and routine maintenance activities within 0.5 miles of an active nest are not prohibited.

BIO-5. Prior to the initiation of construction activities, all construction personnel shall attend a Worker Environmental Awareness Training program developed by a qualified biologist. Any personnel associated with construction that did not attend the initial training shall be trained by the authorized biologist or authorized construction personnel prior to working within the Action Area. Any employee responsible for the operations, maintenance, or

decommissioning of Project facilities shall attend the Worker Environmental Awareness Training program prior to starting work on the Project. All on-site workers shall attend training on an annual basis. The Program shall be developed and presented by the Project qualified biologist(s) or designee approved by the qualified biologist(s). The program shall include information about the life histories of State or federally listed species with potential to occur on the Action area, their legal status, course of action should these species be encountered on-site, and avoidance and minimization measures to protect these species. The training shall include the following components:

a. Information about the life history and identification of federally listed plant and wildlife species, as well as other special-status plant and wildlife species that may be affected by project activities. The program shall present the legal protection status of each such species, the definition of "take" under the Federal Endangered Species Act and California Endangered Species Act, measures the Project proponent/operator shall implement to protect the species, reporting requirements, specific measures for workers to avoid take of special-status plant and wildlife species, and penalties for violation of Project permits or other Project-related environmental measures.

b. An acknowledgment form signed by each worker indicating that the Worker Environmental Awareness Training and Education program has been completed shall be kept on file at the construction site.

c. A copy of the training transcript and/or training video, as well as a list of the names of all personnel who attended the Worker Environmental Awareness Training and Education program, and signed acknowledgment forms, shall be submitted to the contractor's construction manager or on-site superintendent.

d. A copy of the training transcript, training video or informational binder for specific procedures shall be kept available for all personnel to review and be familiar with, as necessary.

The construction crews and contractor(s) shall be responsible for preventing unauthorized impacts from Project activities to sensitive biological resources that are outside the areas defined as subject to impacts by Project permits. Unauthorized impacts may result in Project stoppage, and/or fines, depending on the impact and coordination with the appropriate State or federal biological agency.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant with mitigation incorporated.***

Impact #3.4.4b – Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

As discussed above, the Project site consists of land classified as Annual Grassland and Urban with both habitats not considered sensitive or a riparian habitat. The water tank and pump site is located on an undeveloped but disturbed parcel surrounded by residential development and vacant land. The pipeline is anticipated to be developed within public ROW and is not located within riparian habitat or a sensitive natural community. Therefore, the Project would result in no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact***.

Impact #3.4.4c – Would the Project have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

The National Hydrography Dataset (NHD) and National Wetlands Inventory (NWI) datasets show one historical water feature that intersects the BSA west of Road 26 (Figure 3.4.4-1) along the pipeline route. There are no water features identified within the water tank and pump station site.

The NHD identified the feature as a canal ditch, and NWI identified the feature as a riverine feature (R4SBCx and R5UBFx). This is the Lateral 24.2 canal that is operated by the Madera Irrigation District and under the jurisdiction of the United States Bureau of Reclamation (USBR). Should the Project impact the canal ditch, implementation of MM BIO-6 would require that specific impacts be identified by a water delineation and the appropriate regulatory permit be obtained, or through confirmation that regulatory permits are not required.

As noted, the Project proposes the pipeline to cross underneath the canal via the trenchless jack and bore method. Through the use of the jack and bore, the Project anticipates no impacts to the canal bed or bank. However, an encroachment permit would be required from USBR in order to install the pipeline, as outlined in MM BIO-7. With implementation of MM BIO-7, impacts to water features such as Lateral 24.2 would be less than significant.

The Federal Emergency Management Agency (FEMA) dataset shows the Action Area to be in an area of minimal flood hazard.

Therefore, with implementation of MM BIO-6 and MM BIO-7, the Project will result in a less-than-significant impact.

MITIGATION MEASURE(S)

BIO-6: Prior to any ground disturbance in this area on Ellis Street, if Lateral 24.2 canal cannot be avoided, the Project proponent/developer shall submit a final Delineation report to the City of Madera. A copy of this report shall also be provided to the Bureau of Reclamation. The report shall include information as shown below as a plan, if necessary, and shall outline compliance with the following:

a. Delineation of all jurisdictional features at the project site. Potential jurisdictional features within the project boundary identified in the jurisdictional delineation report may be shown in plan form.

b. If the Project has a potential to directly or indirectly impact jurisdictional aquatic resources, a formal aquatic resource delineation of these areas shall be performed by a qualified professional to determine the extent of agency jurisdiction and permits/authorizations from the appropriate regulating agencies (United States Bureau of Reclamation (USBR)., Central Valley Regional Water Quality Control Board (RWQCB) and CDFW shall be obtained prior to disturbance to jurisdictional features.

   If impacts to the jurisdictional Lateral 24.2 canal cannot be avoided, the Project developer/contractor shall consult with USBR staff to obtain the appropriate permit(s).

   As part of these authorizations, compensatory mitigation may be required by the regulating agencies to offset the loss of aquatic resources. If so, and as part of the permit application process, a qualified professional shall draft a Mitigation and Monitoring Plan to address implementation and monitoring requirements under the permit to ensure that the Project would result in no net loss of habitat functions and values. The Plan shall contain, at a minimum, mitigation goals and objectives, mitigation location, a discussion of actions to be implemented to mitigate the impact, monitoring methods and performance criteria, extent of monitoring to be conducted, actions to be taken in the event that the mitigation is not successful, and reporting requirements. The Plan shall be approved by the appropriate regulating agencies, and compensatory mitigation shall take place either on-site or at an appropriate off-site location.

c. Any material/spoils generated from project activities containing hazardous materials shall be located away from jurisdictional areas or special-status habitat and protected from storm water run-off using temporary perimeter sediment barriers such as berms, silt fences, fiber rolls, covers, sand/gravel bags, and straw bale barriers, as appropriate. Protection measures should follow project-specific criteria as developed in a Stormwater Pollution Prevention and Protection Plan (SWPPP).

d. Equipment containing hazardous liquid materials shall be stored on impervious surfaces or plastic ground covers to prevent any spills or leakage from contaminating

the ground and at least 50 feet outside the delineated boundary of jurisdictional water features.

e. Any spillage of material shall be stopped if it can be done safely. The contaminated area shall be cleaned, and any contaminated materials properly disposed. For all spills, the project foreman or designated environmental representative shall be notified.

BIO-7: If the Project does not impact the Lateral 24.2 canal by using the jack and bore method to install the pipeline underneath the canal, prior to commencing activities at the canal, the Project developer/contractor shall obtain an Encroachment Permit from the USBR. A copy of that approved permit, or communication from the USBR indicating a permit is not required, shall be submitted to the lead agency before the work commences.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant with mitigation incorporated.***

Impact #3.4.4d – Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Wildlife migratory corridors are described as a linear stretch of land that connects two open pieces of habitat that would otherwise be unconnected. These routes provide shelter and sufficient food resources to support wildlife species during migratory movements. Movement corridors generally consist of riparian, woodlands, or forested habitats that span contiguous acres of undisturbed habitat and are important elements of resident species' home ranges.

The Project area and surrounding areas do not overlap any wildlife linkages or movement corridors identified by the Essential Habitat Connectivity Project (QK, 2025b). The proposed Project does not occur within any terrestrial migration route, significant wildlife corridor, or wildlife linkage area as identified in the *Recovery Plan for Upland Species in the San Joaquin Valley*. The survey conducted for the Project did not find any evidence of a wildlife nursery or important migratory habitat being present within the Project area. Migratory birds and raptors could use habitat on or near the Project area for foraging and/or as stopover sites during migrations or movement between local areas. As discussed in Impact #3.4.4a, implementation of MM BIO1 through BIO-5 would address potential impacts to migratory birds and raptors that could utilize the Project area for foraging or nesting and would result in a less-than-significant impact.

The Project would not substantially affect migrating birds or other wildlife. The Project will not restrict, eliminate, or significantly alter a wildlife movement corridor, wildlife core area, or essential habitat connectivity area, either during construction-related activities or after the Project construction has been completed. Project construction-related activities will not substantially interfere with wildlife movements or reduce breeding opportunities.

The land surrounding the Project area has been developed for both rural- and urban-type uses and agricultural-related uses, and thus is generally a low-quality habitat for many species. There would be little opportunity for wildlife to pass through the Project area to travel between these low-quality habitats. As noted in Impact #3.4.4a, the proposed Project has the potential to affect migratory nesting birds and raptors, however, the potential impacts are reduced to a less-than-significant level with the implementation of MM BIO-1 through BIO-5. There is no impact on established wildlife corridors or on the use of native wildlife nursery sites. Therefore, the Project would have a less-than-significant impact on wildlife movements, would not affect movement corridors, or impede a nursery site.

MITIGATION MEASURE(S)

Implementation of Mitigation Measures BIO-1 through BIO-5.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant with mitigation incorporated.***

Impact #3.4.4e – Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Both the County and City of Madera General Plans have adopted a number of policies and implementation measures that aim to preserve biological resources within the County and City limits. The proposed Project is designed to be in compliance with both General Plans. There are no additional adopted local policies or ordinances protecting biological resources that would apply to this Project area. Therefore, implementation of the proposed Project would not conflict with any adopted local policies or ordinances protecting biological resources.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact***.

Impact #3.4.4f – Would the Project conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?

The Recovery Plan for Upland Species of the San Joaquin Valley covers 34 species of plants and animals that occur in the San Joaquin Valley. The USFWS is responsible for the implementation of the recovery plan. Of the species covered, eleven species are federal and/or State listed as endangered or threatened (six plants and five animals), and 23 species are candidate species or species of concern. The goal of this recovery plan is to delist the eleven endangered (of which one has been delisted) and threatened species and ensure the

long-term conservation of 23 candidate species and species of special concern. An interim goal is to down-list the endangered species to threatened status. The proposed Project, as analyzed above, would not result in a significant impact on special-status species. Therefore, the Project does not conflict with the provisions of the Recovery Plan for Upland Species of the San Joaquin Valley, or any other adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

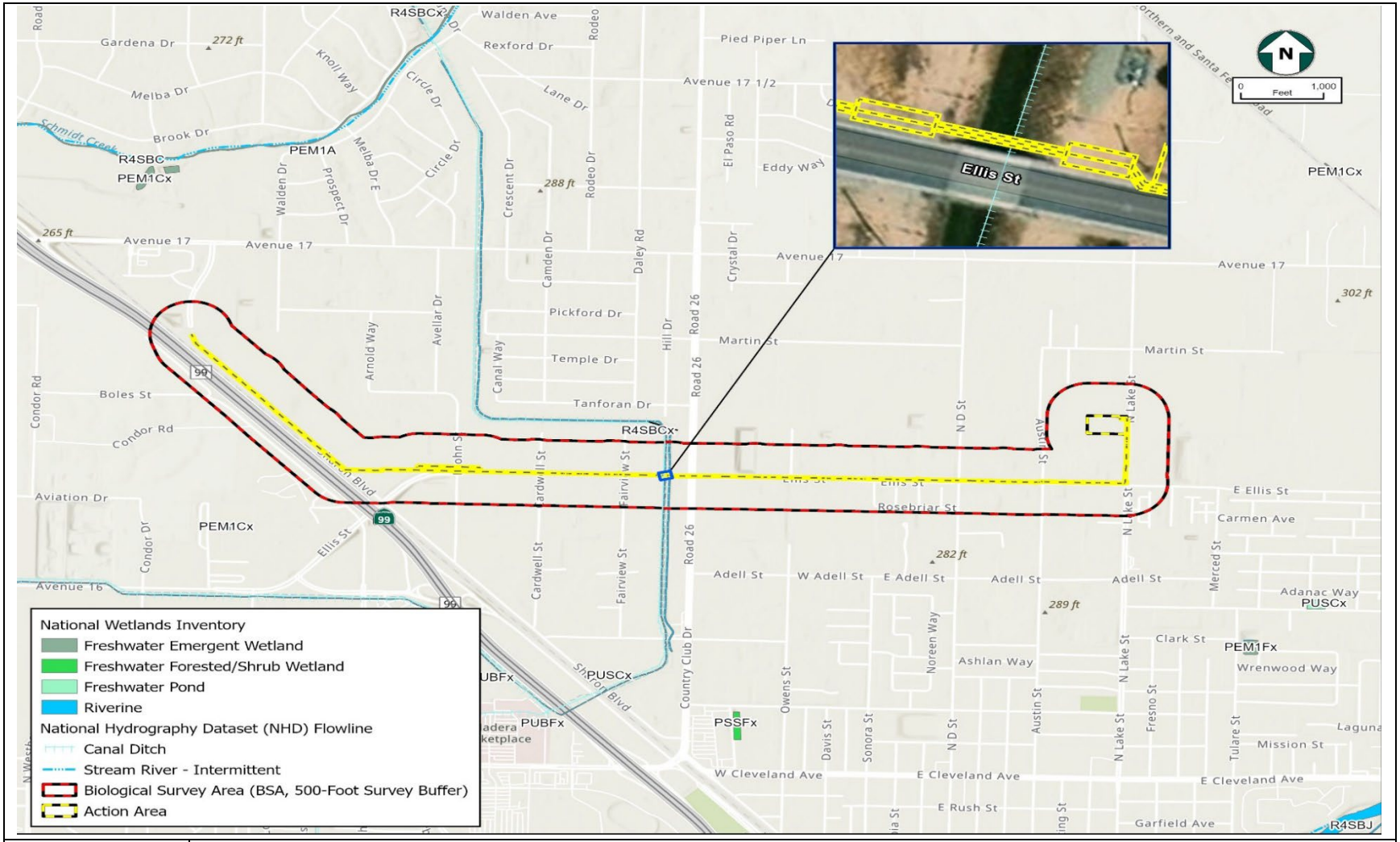

Figure 3.4.4-1
NHD and NWI

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.5 - CULTURAL RESOURCES				
Would the Project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5?	☐	☒	☐	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?	☐	☒	☐	☐
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐

Discussion

The impact analyses in this section are based on a Cultural Resources Assessment Report (Cogstone, 2025) which is attached as Appendix D.

Impact #3.4.5a – Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5?

A cultural resources records search was conducted by the Southern San Joaquin Valley Archaeological Information Center (SJVAIC), California State University, Bakersfield, for the Project. The purpose of the search was to determine whether any known cultural resources or previously conducted cultural resource surveys were located on or near the proposed Project area. Additionally, a Sacred Lands File (SLF) search was requested from the Native American Heritage Commission (NAHC) on April 29, 2025. On April 30, 2025, the NAHC responded that the SLF search was completed with negative results.

The records search covered an area within a one-mile buffer of the Project site's Area of Potential Effect (APE) and included a review of the *National Register of Historic Places, California Points of Historical Interest, California Registry of Historic Resources, California Historical Landmarks, California State Historic Resources Inventory*, and a review of cultural resource reports on file.

Results of the record search were received on May 12, 2025, and indicated that 11 previous studies have been completed within the APE, while an additional 21 studies have been completed previously within a one-mile radius of the APE. One cultural resource, Madera Canal (P-20-002308/CA-MAD-2649H), has been previously recorded within the APE. An additional resource, Madera Irrigation District (M.I.D.), outside of the APE, a total of seven cultural resources have been previously documented within the one-mile search radius from

the APE. These consist of two cultural resources within a quarter-mile of the APE, two cultural resources within a quarter to half-mile of the APE, and three cultural resources within a half-mile to one mile of the APE. The proposed Project would not impact any of these off-site resources.

A pedestrian survey of the APE was conducted on May 14, 2025. All undeveloped ground surface areas within the ground disturbance portion of the Project area were examined for artifacts (e.g., flaked stone tools, tool-making debris, stone milling tools, or fire-affected rock), soil discoloration that might indicate the presence of a cultural midden, soil depressions and features indicative of the former presence of structures or buildings (e.g., postholes, foundations), or historic-era debris (e.g., metal, glass, ceramics). Existing ground disturbances (e.g., cutbanks, ditches, animal burrows, etc.) were visually inspected. The built environment resources survey identified and verified the location of all structures and buildings within the Project area aged 45 years or older. Once identified, historic built environment resources were examined to ascertain if they are recommended for listing as a historical resource at the local, state, or national level and if the original integrity of the resource remains intact. The seven aspects of integrity that are considered as part of a determination of eligibility include: location, design, setting, materials, feeling, workmanship, and association.

A segment of the Madera Canal, Lateral 24.2 (P-20-002308/CA-MAD-2649H) and the M.I.D. Canal Bridge (41C0132) are present within the APE.

P-20-002308/CA-MAD-2649H, Segment of Madera Canal, Lateral 24.2

This segment of the Madera Canal's Lateral 24.2 is earthen-lined and intersects with the M.I.D. Canal Bridge (41C0132) on Ellis Street. Lateral 24.2 transports water from Dry Creek to the north. The flow of Dry Creek into the canal is controlled by the Diversion Dam.

M.I.D. Canal Bridge (41C0132)

Built in 1975, this concrete beam bridge is located on Ellis Street and crosses over the Madera Canal. The bridge is simple in its design with concrete wing walls, a girder, an asphalted deck, and galvanized steel guardrails.

Both cultural resources were documented and evaluated for historic significance. Due to a lack of historic significance, these resources are recommended not eligible for listing at the national, State, or local level (Cogstone, 2025). Although Lateral 24.2 is not considered a historic resource, it should be noted that the Project intends to install the pipeline underneath the canal, which would not impact on the integrity of the canal itself.

Since there is no indication of any historic resources in the Project area, subsurface construction-related activities associated with the proposed Project could potentially damage or destroy previously undiscovered historic resources. This is considered to be a potentially significant impact. To reduce the potential impacts of the Project on unknown cultural resources, Mitigation Measure CUL-1 shall be implemented as applicable.

Although it is unlikely, due to the possible presence of undocumented tribal or cultural resources within the Project area, construction-related impacts on tribal or cultural resources could be potentially significant prior to mitigation. Implementation of the following mitigation measure would require appropriate steps to preserve and/or document any previously undiscovered resources that may be encountered during construction-related activities, including human remains. With implementation of Mitigation Measure CUL-1, impacts to cultural resources would be less than significant.

MITIGATION MEASURE(S)

CUL-1: If prehistoric or historic-era cultural materials are encountered during construction activities, all work within 50 feet of the find shall halt until a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologists, can evaluate the significance of the find and make recommendations. Cultural resource materials may include prehistoric resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified professional archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations may be required to mitigate adverse impacts from Project implementation. These additional studies may include avoidance, testing, and evaluation, or data recovery excavation.

If a potentially eligible resource is encountered, then the qualified professional archaeologist, the Lead Agency shall arrange for either, (1) total avoidance of the resource or (2) test excavations to evaluate eligibility and, if eligible, total data recovery. The determination shall be formally documented in writing and submitted to the Lead Agency as verification that the provisions for managing unanticipated discoveries have been met.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.5b – Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?

See discussion for Impact #3.4.5a.

Although considered unlikely since there is no indication of any historical or archaeological resources in the Project area, subsurface construction-related activities associated with the proposed Project could potentially damage or destroy previously undiscovered archaeological resources. This is considered to have a potentially significant impact. Mitigation is proposed, requiring implementation of standard inadvertent discovery procedures to reduce potential impacts to previously undiscovered subsurface historical and archaeological resources.

MITIGATION MEASURE(S)

Implementation of Mitigation Measure CUL-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.5c – Would the Project disturb any human remains, including those interred outside of formal cemeteries?

The records searches did not indicate the presence of any human remains, burials, or cemeteries within the Project area. No human remains have been discovered within the Project area, and no burials or cemeteries are known to occur within the \ Project area. However, construction-related activities would involve earth-disturbing actions, and it is still possible that human remains may be inadvertently discovered, possibly in association with archaeological sites. Mitigation Measure CUL-2 has been included in the unlikely event that human remains are found during ground-disturbing activities. Accordingly, this is a potentially significant impact. Implementation of Mitigation Measure CUL-2 would reduce this potentially significant impact to less than significant.

MITIGATION MEASURE(S)

CUL-2: If human remains are discovered during construction or operational activities, further excavation or disturbance shall be prohibited pursuant to Section 7050.5 of the California Health and Safety Code. The specific protocol, guidelines, and channels of communication outlined by the Native American Heritage Commission, in accordance with Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code (Chapter 1492, Statutes of 1982, Senate Bill 297), and Senate Bill 447 (Chapter 44, Statutes of 1987), shall be followed. Section 7050.5(c) shall guide the potential Native American involvement, in the event of discovery of human remains, at the direction of the Tulare County Coroner. All reports, correspondence, and determinations regarding the discovery of human remains on the Project site shall be submitted to the City of Madera.

According to the California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and willful disturbance of human remains is a felony (Section 7052).

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.6 - ENERGY				
Would the Project:				
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?	☐	☐	☒	☐
b. Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Discussion

Impact #3.4.6a – Would the Project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?

Construction-related activities of the proposed Project would increase energy (in the form of fuel) consumption due to the operation of construction-related equipment. Construction-related activities will be short-duration and temporary in nature regarding gasoline and diesel fuel consumption. The increase in fuel (energy) consumption associated with construction-related activities would be minimal in comparison to Statewide and regional fuel consumption. Construction-related equipment and vehicles would be operated in accordance with energy efficiency standards required under the California Energy Code and State level policies adopted by the California Energy Commission (CEC) including the Energy Action Plan that prioritizes energy resources efficiency for California's future energy needs, thereby minimizing energy consumption associated with the construction-related equipment and vehicles primarily powered by non-renewable fuels. This includes limiting idling time, ensuring that all equipment is maintained as recommended by manufacturer manuals, using electric equipment whenever possible in lieu of diesel- or gasoline-powered equipment, etc.

The County of Madera is currently connected to the utility grid and obtains electricity services from the Pacific Gas and Electric Company (PG&E). In 2023, Madera County consumed 1,548 gigawatt-hours (GWh) of electricity. Non-residential users were responsible for about 69 percent of all electricity consumption, or approximately 1,067 GWh, in the County. The total consumption of energy within the State is approximately 276,213 GWh (California Energy Commission, 2025). In the CalEEMod outputs prepared as part of the FAQS, the estimated construction energy usage is less than one kilowatt-hour for the construction period. This indicates that construction-related energy use would be minimal

and result in a less-than-significant consumption of energy resources. Once operational, the pumps at the tank site will be operated using electricity as needed. A 3,500-gpm firm capacity (maximum flow rate) booster pump is proposed in Phase 1, and an additional pump is proposed in Phase 2. The new pumps will be as energy efficient as is feasible, and the amount of electricity used by these pumps will be considered a less-than-significant impact.

It is noted in the City General Plan EIR, that implementation of Policy CI-49 ensures that adequate public utility services are timed with development and Action Item CON-37.3 would ensure that City energy use is efficient. It is also stated in the General Plan EIR that the electricity service provider will continue to meet demand within the Planning Area as growth occurs.

With consideration of anticipated construction and operational energy use, the Project is expected to comply with General Plan Policy and Action Items for energy efficiency and result in a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be a *less-than-significant impact*.

Impact #3.4.6b – Would the Project conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

Assembly Bill 32 (Health and Safety Code Sections 38500–38599), also known as the California Global Warming Solutions Act of 2006, commits the State to achieving year 2000 GHG emission levels by 2010 and year 1990 levels by 2020. To achieve these goals, AB 32 tasked the California Public Utilities Commission and the California Energy Commission with providing information, analysis, and recommendations to the California Air Resources Board regarding ways to reduce GHG emissions in the electricity and natural gas utility sectors.

In 2009, the SJVAPCD (Air District) adopted the following guidance documents applicable to projects within the San Joaquin Valley:

- Guidance for Valley Land Use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA.
- District Policy: Addressing GHG Emission Impacts for Stationary Source Projects Under CEQA When Serving as the Lead Agency.

This guidance and policy are the documents referenced in the Air District's Guidance for Assessing and Mitigating Air Quality Impacts, adopted in March 2015. Consistent with the District guidance and District policy above, the Air District acknowledges the current absence of numerical thresholds and recommends a tiered approach to establish the significance of the GHG impacts on the environment:

- If a project complies with an approved GHG emission reduction plan or GHG mitigation program, which avoids or substantially reduces GHG emissions within the geographic area in which the project is located, then the project would be determined to have a less-than-significant individual and cumulative impact for GHG emissions.
- If a project does not comply with an approved GHG emission reduction plan or mitigation program, then it would be required to implement Best Performance Standards (BPS).
- If a project is not implementing BPS, then it should demonstrate that its GHG emissions would be reduced or mitigated by at least 29 percent compared to Business as Usual (BAU).

In the decade after SJVAPCD adopted its Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA, several new laws and executive orders were adopted that require additional reductions in years after 2020. For instance, Senate Bill 32 requires that GHG emissions be 40 percent less than 1990 levels by 2030. More drastic still, Senate Bill 100, which was signed by the Governor recently, requires 100 percent zero-carbon electricity by 2045. On the day SB 100 was signed into law, the Governor also signed Executive Order B-55-18, which commits California to total, economy-wide carbon neutrality by 2045. Clearly, the 2009 Guidance may be somewhat inadequate in producing a meaningful comparison by today's standards, which propose a grand vision that, if achieved, would fundamentally change how business is conducted and how citizens live in the State. Thus, as discussed in the most recent updates to the Scoping Plan, the objectives of the Scoping Plan affect all sectors of the economy, and it no longer makes sense to evaluate GHG emissions on a Project-level. The Project would generate GHGs from electricity use and combustion of gasoline/diesel fuels, each of which is regulated near the top of the supply chain. As such, each citizen of California (including those creating emissions of this Project) will have no choice but to purchase electricity and fuels produced in a way that is acceptable to the California market. Thus, Project GHG emissions will be consistent with the relevant plan (i.e., AB 32 Scoping Plan). The Project would meet its fair share of the cost to mitigate the cumulative impact of global climate change based on energy purchases from the California market. Thus, consumers of electricity and transportation fuels are in effect regulated by higher-level emissions restrictions on the producers of these energy sources.

The proposed Project will not conflict with or obstruct a State or local plan for renewable energy or energy efficiency. The proposed Project will not significantly increase energy consumption associated with long-term (operational) activities and would be within existing growth levels as provided in the General Plan EIR.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant.***

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.7 - GEOLOGY AND SOILS				
Would the Project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
(ii) Strong seismic ground shaking?	☐	☐	☐	☒
(iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
(iv) Landslides?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

Discussion

Impact #3.4.7a – Would the Project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

(i) – Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

The Alquist-Priolo Earthquake Fault Zoning Act (formerly the Alquist-Priolo Special Studies Zone Act) requires the delineation of zones along active faults in California. The purpose of the Alquist-Priolo Act is to regulate development on or near active fault traces to reduce the hazard of fault rupture; however, surface fault rupture is not necessarily restricted to the area within the Alquist-Priolo Zone. The Alquist-Priolo Act prohibits the location of most structures for human occupancy across active fault traces. Within these zones, cities and counties must regulate certain developments, which include withholding permits until geologic investigations demonstrate that development sites are not threatened by future surface displacement. The Project is not located within an Alquist-Priolo seismic hazard zone and does not propose to construct any habitable structures. City staff will visit the site on an as-needed basis to conduct maintenance and other routine activities.

The majority of the proposed Project will consist of trenching to install water transmission pipelines, above-ground water storage tanks, and a pump station facility. The proposed Project would not expose any people or structures to adverse effects associated with fault rupture. Therefore, there will be no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

(ii) – Strong seismic ground shaking?

See Impact #3.4.7a (i) above. Ground movement during an earthquake can vary depending on the overall moment magnitude, distance to the fault, focus of earthquake energy, and type of geologic material. As a rule, the greater the earthquake magnitude and the closer the fault rupture to the site, the greater the intensity of ground shaking. However, different geologic materials respond differently to earthquake waves. The composition of underlying soils, even those relatively distant from faults, can intensify ground shaking.

In the event of an earthquake on one of the nearby faults, it is likely that the Project sites would experience ground shaking. However, the Project does not propose to construct any habitable structures that might be damaged during a seismic event. The proposed Project

will construct water storage tanks and a pump station facility and install a water transmission pipeline to an existing City wellsite. These improvements are expected to comply with the adopted design requirements under City improvement standards. The proposed Project would not expose any people or structures to adverse effects associated with seismic ground shaking; therefore, there would be no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

(iii) – Seismic-related ground failure, including liquefaction?

See discussions for Impact #3.4.7a(i) and Impact #3.4.7a(ii).

The Madera County General Plan Background Report states that areas most prone to liquefaction are those that are water-saturated (specifically where the water table is less than 30 feet below the surface) and consist of relatively uniform sands that are of loose to medium density. Of particular concern in terms of developed and developing areas are fill areas that have been poorly consolidated. Although there are areas of Madera County where the water table is at 30 feet or less below the surface, soil types in the area are not conducive to liquefaction because they are either too coarse in texture or too high in clay content. In other words, the soil types mitigate against the potential for liquefaction. This is further reinforced in the City General Plan EIR. Therefore, the proposed Project-specific effects would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant***.

(iv) – Landslides?

The Five County Seismic Safety Element identified four "risk categories." Areas of "no risk" are mainly flatlands, valley bottoms, and "areas of minimal topographic relief." "Low risk" areas consist of "hillside and mountainous terrain of competent igneous and metamorphic rocks and sedimentary rocks with favorable bedding and composition." This is a relatively stable category that includes much of the Sierras. The "moderate risk" zone includes dip slopes (natural slopes parallel to bedding in sedimentary rocks), complexly folded metamorphic rocks, and zones of fractured rock. The "high risk" zone includes several areas of the Sierras, which consist of weak, landslide-prone rock and existing landslides.

The Project site is located within the SOI of the City of Madera in an area that is relatively flat and does not have a high potential for landslides. Therefore, the Project is not likely to directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides and result in a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.7b – Would the Project result in substantial soil erosion or the loss of topsoil?

The National Pollutant Discharge Elimination System (NPDES) stormwater permitting programs regulate stormwater quality from construction sites, which includes erosion and sedimentation. Under the NPDES permitting program, the preparation and implementation of a standard Stormwater Pollution Prevention Plan (SWPPP) for projects that disturb one acre of land or above. (California Water Board, 2018). A SWPPP must identify potential sources of erosion or sedimentation that may be reasonably expected to affect the quality of stormwater discharges, as well as identify and implement Best Management Practices (BMPs) that ensure the reduction of these pollutants during stormwater discharges. Typical BMPs intended to control erosion include sandbags, detention basins, silt fencing, storm drain inlet protection, street sweeping, and monitoring of water bodies. In addition to a standard SWPPP for projects that disturb more than one acre, a Type 1Linear Underground/Overhead Projects (LUP) SWPPP are required for construction activities where greater than 30 percent of construction activities occur within the non-paved shoulders or land immediately adjacent to paved surfaces, or where construction occurs on unpaved improved roads, including their shoulders or land immediately adjacent to them.

The site for the water storage tanks and pump station will be built on an approximately 2.89-acre parcel and must comply with all rules and regulations of a SWPPP for construction-related activities, and the proposed pipelines would be subject to the rules and regulations stipulated under LUP SWPPP requirements. Regulations include, but are not limited to, the following BMP requirements to minimize the potential for pollution related to material spills:

- Soil stabilization BMPs
- Sediment control BMPs
- Temporary gravel construction entrance/exit
- Run-on control

No soil erosion or loss of topsoil will result from the installation of the proposed Project's underground pipeline distribution system. However, construction activities associated with the proposed water storage tanks and pump station would disrupt surface vegetation and

soils and would expose these disturbed areas to erosion by wind and water. Therefore, the proposed Project impacts would be less than significant with the incorporation of mitigation measures.

In the long term, and after construction activities have been completed on the proposed water storage tanks and pump station site, the ground surface will have impermeable surfaces. The impermeable surface would include the concrete pad for the storage tank and pump station. The storage tank and pump station will be constructed on the 2.89-acre site and will impact an area larger than one acre. Development of the proposed Project would result in conditions where substantial surface soils would be exposed to wind and water erosion; however, this would be mitigated through implementation of the SWPPP. The proposed Project would not result in substantial soil erosion or the loss of topsoil. Impacts would be less than significant with the incorporation of mitigation measures.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant.***

Impact #3.4.7c – Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?

Both the County and City of Madera, pursuant to their respective General Plan, indicate that adoption of the Uniform Building Code and the California Building Code provides for common engineering practices requiring special design and construction methods that reduce or eliminate potential expansive soil-related impacts. Compliance with CBC regulations ensures the adequate design and construction of building foundations to resist soil movement. With regard to the pipeline, standards under the California Plumbing Code and City adopted Standard Specifications, Section 22 for water distribution infrastructure would be applicable to the development of the water distribution pipeline.

The County General Plan found that compliance with CBC regulations ensures that adequate design and construction of building foundations will be installed to resist soil movement in addition to control surface drainage and reduce seasonal fluctuations in soil moisture content.

With adherence to all applicable State and local building codes and regulations, impacts associated with onsite or offsite landslide, subsidence, liquefaction, or collapse will be minimized. The City of Madera General Plan policies designed to minimize geologic hazard impacts to people and structures in the County include the following:

- County – Implementation Program 6.1: The County shall continue to enforce provisions of the California Building Code that address seismic concerns.

- City - HS-8: The City shall seek to ensure that new structures are protected from damage caused by earthquakes, geologic conditions, or soil conditions.

The proposed Project sites for the new water storage tanks and pump station, and pipeline will be designed in conformance with adopted UBC and CBC requirements, as applicable. Therefore, the proposed Project will have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.7d – Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

See Impact #3.4.7c.

As noted above, both the County and City of Madera General Plan EIR found that new construction that abides by the design and construction standards adopted under the CBC and UBC reduces or eliminates potential expansive soil-related impacts. The proposed Project will comply with all applicable requirements of the California Code of Regulations and the most recent California Building Standards Code, which provides criteria for developing buildings with appropriate design and safety standards. Therefore, the proposed Project would have a less-than-significant impact with mitigations.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant.*

Impact #3.4.7e – Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?

The proposed Project will not include septic tank installation or alternative wastewater disposal systems. Therefore, the proposed Project would have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

Impact #3.4.7f – Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Activities will involve trenching and ground disturbance, and could potentially reveal undiscovered paleontological resources, although it is highly unlikely due to past ground disturbance throughout the Project area. Project-related potential impacts to paleontological resources would be less than significant with the implementation of MM GEO-1. MM GEO-1 would require the establishment of a procedure should paleontological resources be encountered during the construction of the Project. Potential paleontological resources would be reduced to a less-than-significant impact.

Implementation of Mitigation Measure GEO-1 would reduce potential impacts to a less-than-significant level and is in compliance with County of Madera General Plan Policy 4.D.3 and City of Madera General Plan Action Item HC-9.2 that require the protection of paleontological resources.

MITIGATION MEASURE(S)

GEO-1: If any paleontological resources are encountered during ground disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist, as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or other appropriate facility regarding any discoveries of paleontological resources.

If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations and fossil recovery may be required to mitigate adverse impacts from Project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects, or such effects must be mitigated. Construction in that area shall not resume until the resource appropriate measures are recommended or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of all correspondence and reports shall be submitted to the Lead Agency

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant with mitigation incorporated***.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
3.4.8 - GREENHOUSE GAS EMISSIONS				
Would the Project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b. Conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

The following analysis is based on the Focused Air Quality Study prepared for this Project (QK, 2025a) attached as Appendix B.

Discussion

Impact #3.4.8a – Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

On December 17, 2009, SJVAPCD adopted Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA (SJVAPCD 2009), which outlined the SJVAPCD's methodology for assessing a project's significance for GHGs under CEQA. The following criteria was outlined in the document to determine whether a project could have a significant impact:

- Projects determined to be exempt from the requirements of CEQA would be determined to have a less-than-significant individual and cumulative impact for GHG emissions and would not require further environmental review, including analysis of project-specific GHG emissions. Projects exempt under CEQA would be evaluated consistent with established rules and regulations governing project approval and would not be required to implement BPS.

- Projects complying with an approved GHG emission reduction plan or GHG mitigation program that avoids or substantially reduces GHG emissions within the geographic area in which the project is located would be determined to have a less-than-significant individual and cumulative impact for GHG emissions. Such plans or programs must be specified in law or approved by the lead agency with jurisdiction over the affected resource and supported by a CEQA-compliant environmental review document adopted by the lead agency. Projects complying with an approved GHG emission reduction plan or GHG mitigation program would not be required to implement BPS.

- Projects implementing Best Performance Standards would not require quantification of project-specific GHG emissions. Consistent with CEQA Guidelines, such projects would be determined to have a less-than-significant individual and cumulative impact for GHG emissions.

- Projects not implementing Best Performance Standards would require quantification of project-specific GHG emissions and demonstration that project-specific GHG emissions would be reduced or mitigated by at least 29%, compared to Business-as-Usual (BAU), including GHG emission reductions achieved since the 2002-2004 baseline period. Projects achieving at least a 29% GHG emission reduction compared to BAU would be determined to have a less-than-significant individual and cumulative impact for GHG.

- Notwithstanding any of the above provisions, projects requiring preparation of an Environmental Impact Report for any other reason would require quantification of project-specific GHG emissions. Projects implementing BPS or achieving at least a 29% GHG emission reduction compared to BAU would be determined to have a less-than-significant individual and cumulative impact for GHG.

The City has not adopted specific thresholds for GHGs. The SJVAPCD has developed thresholds to determine the significance of a proposed project – either implement Best Performance Standards or achieve a 29 percent reduction from BAU (a specific numerical threshold). However, the SJVAPCD has established their BAU and baseline emissions based on the years 2002-2004 and 2020, respectively. Since the 2020 projected baseline has passed, no new guidance has been approved for determining the BAU and projected baseline for the next target year. Therefore, the 29 percent reduction from BAU cannot be applied to the subject Project in order to determine significance. Additionally, a Best Performance Standards threshold has not been established.

For this Project, compliance with locally adopted climate plans will be used to determine the level of significance for GHG. Therefore, the GHG analysis for this Project follows the suggestions from the Court's ruling on the Newhall Ranch development project in order to determine significance using the project design features.

The Project's greenhouse gas (GHG) emissions are primarily from construction equipment source activities and operational mobile and energy sources. Not all GHGs exhibit the same ability to induce climate change; as a result, GHG contributions are commonly quantified as carbon dioxide equivalents (CO_2e). The proposed Project's operational CO_2e emissions were estimated using CalEEMod. These emissions are summarized in Table 3.4.8-1.

Table 3.4.8-1
Estimated Annual GHG Emissions (MT/yr)

Source	CO_2	CH_4	N_2O	CO_2e
Total Construction Emissions	596	0.02	0.02	601

In the decade after SJVAPCD adopted their Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA, several new laws and executive orders were adopted that require additional reductions in years after 2020. For instance, Senate Bill 32 requires that GHG emissions be 40 percent less than 1990 levels by 2030. More drastic still, Senate Bill 100, which was signed by the Governor recently, requires 100 percent zero-carbon electricity by 2045. On the day SB 100 was signed into law, the Governor also signed Executive Order B-55-18, which commits California to total, economy-wide carbon neutrality by 2045. Clearly, the 2009 Guidance may be somewhat inadequate in producing a meaningful comparison by today's standards, which propose a grand vision that, if achieved, would fundamentally change how business is conducted, and citizens live in the State. Thus, as discussed in the most recent updates to the Scoping Plan, objectives of the Scoping Plan affect all sectors of the economy, and it no longer makes sense to evaluate GHG emissions on a project-level.

For these reasons, the Project GHG emissions levels presented in Table 3.4.8-1 are primarily for disclosure purposes. The Project's largest contributors to GHG emissions are from construction activities. Transportation fuels are, in effect, regulated by requiring providers and importers of fuel to participate in the GHG Cap-and-Trade Program and other Programs (e.g., low carbon fuel standard, renewable portfolio standard, etc.). Each sector-wide program exists within the framework of AB 32 and its descendant laws the purpose of which is to achieve GHG emissions reductions consistent with the AB 32 Scoping Plan.

The Project would generate GHGs from the combustion of gasoline/diesel fuels, each of which is regulated near the top of the supply chain. As such, each consumer in California (including those creating emissions of this Project) will have no choice but to purchase fuels produced in a way that is acceptable to the California market. Thus, Project GHG emissions will be consistent with the relevant plan (i.e., AB 32 Scoping Plan). The Project would meet its fair share of the cost to mitigate the cumulative impact of global climate change based on fuel purchases from the California market. Thus, consumers of transportation fuels are in effect regulated by higher-level emissions restrictions on the producers of these fuels. Therefore, the Project would have a less-than-significant impact on applicable GHG reduction plans, and the Project's contribution to cumulative global climate change impacts would not be cumulatively considerable.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.8b – Would the Project conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Assembly Bill (AB) 32 (Health and Safety Code Sections 38500–38599), also known as the California Global Warming Solutions Act of 2006, commits the State to achieving year 2000 greenhouse gas (GHG) emission levels by 2010 and year 1990 levels by 2020. To achieve these goals, AB 32 tasked the California Public Utilities Commission and the California Energy Commission with providing information, analysis, and recommendations to the California Air Resources Board regarding ways to reduce GHG emissions in the electricity and natural gas utility sectors.

In 2009, the SJVAPCD (Air District) adopted the following guidance documents applicable to projects within the San Joaquin Valley:

- Guidance for Valley Land Use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA.
- District Policy: Addressing GHG Emission Impacts for Stationary Source Projects Under CEQA When Serving as the Lead Agency.

This guidance and policy are the documents referenced in the Air District's Guidance for Assessing and Mitigating Air Quality Impacts, adopted in March 2015. Consistent with the District guidance and District policy above, the Air District acknowledges the current absence of numerical thresholds and recommends a tiered approach to establish the significance of the GHG impacts on the environment:

- If a project complies with an approved GHG emission reduction plan or GHG mitigation program, which avoids or substantially reduces GHG emissions within the geographic area in which the project is located, then the project would be determined to have a less-than-significant individual and cumulative impact for GHG emissions.
- If a project does not comply with an approved GHG emission reduction plan or mitigation program, then it would be required to implement Best Performance Standards (BPS).
- If a project is not implementing BPS, then it should demonstrate that its GHG emissions would be reduced or mitigated by at least 29 percent compared to Business as Usual (BAU).

In the decade after SJVAPCD adopted its Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA, several new laws and executive orders were adopted that require additional reductions in years after 2020. For instance, Senate Bill 32 requires that GHG emissions be 40 percent less than 1990 levels by 2030. More drastic still, Senate Bill 100, which was signed by the Governor recently, requires 100 percent zero-carbon electricity by 2045. On the day SB 100 was signed into law, the Governor also signed Executive Order B-55-18, which commits California to total, economy-wide carbon neutrality by 2045. Clearly, the 2009 Guidance may be somewhat inadequate in producing a meaningful comparison by today's standards, which propose a grand vision that, if achieved, would fundamentally change how business is conducted and how citizens live in the State. Thus, as discussed in the most recent updates to the Scoping Plan, the objectives of the Scoping Plan affect all sectors of the economy, and it no longer makes sense to evaluate GHG emissions on a Project-level. The Project would generate GHGs from electricity use and

combustion of gasoline/diesel fuels, each of which is regulated near the top of the supply chain. As such, each citizen of California (including those creating emissions of this Project) will have no choice but to purchase electricity and fuels produced in a way that is acceptable to the California market. Thus, Project GHG emissions will be consistent with the relevant plan (i.e., AB 32 Scoping Plan). The Project would meet its fair share of the cost to mitigate the cumulative impact of global climate change based on energy purchases from the California market. Thus, consumers of electricity and transportation fuels are in effect regulated by higher-level emissions restrictions on the producers of these energy sources.

The City adopted its Climate Action Plan (CAP) in December 2015. The CAP provides a strategy for reducing GHG emissions and includes objectives and policies from the General Plan that address long-term emissions reduction efforts. The timeframe for the CAP extends from the date of adoption through the year 2030. The CAP reduction targets are based on AB 32, Executive Order S-3-05, and Executive Order B-30-15. The State has since adopted updated emission targets for 2030 and an additional 2045 (codified by AB 1279); therefore, additional reductions would be required.

As discussed in Impact #3.4.8a, GHG emissions resulting from the Project are generally regulated at the top of the supply chain, providing for compliance with State emission reduction goals adopted under the AB 32 Scoping Plan and any subsequent plan/goal. Therefore, the Project is also compliant with the City CAP for the purpose of reducing GHG emissions. The proposed Project will not conflict with or obstruct a State or local plan for greenhouse gas emission reduction and will have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant***.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.9 - HAZARDS AND HAZARDOUS MATERIALS				
Would the Project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c. Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d. Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?	☐	☐	☒	☐
f. Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☐	☒

Discussion

Impact #3.4.9a – Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

The construction-related activities and operation of the water system connection to the existing wellsite and proposed water storage tanks and pump station would not involve the transport or use of large quantities of hazardous materials. The quantity threshold is typically 55 gallons for liquids, 500 pounds for solids, and 200 cubic feet for compressed gases. Although construction of the proposed Project would involve the transport and use of minor quantities of hazardous materials, such materials would be limited to fuels, oils, lubricants, hydraulic fluids, paints, and solvents utilized at the Project areas for construction purposes. Moreover, the use of such materials would be temporary in nature and would cease upon completion of the Project construction.

The presence and use of these materials, which can be classified as hazardous materials, create the potential for accidental spillage and exposure of workers to these substances. Regulatory compliance, including preparation of a hazardous materials business plan (HMBP), would be applicable to the Project should hazardous materials be handled or stored in excess quantity thresholds. The HMBP would be reviewed and approved by the local Certified Unified Program Agency (CUPA), which is the Madera County Environmental Health Department. Hazardous and non-hazardous wastes would likely be transported to and from the proposed Project site during the construction phase of the proposed Project. Construction-related activities could involve the use of some hazardous materials, such as diesel fuel, hydraulic oil, grease, solvents, adhesives, paints, and other petroleum-based products, although these materials are commonly used during construction-related activities and would not be disposed of on any site within the Project area. Installation of the proposed new water storage tanks and pump station, and pipelines will occur in accordance with all applicable regulations to minimize potential public exposure.

The Project does not propose to construct any habitable structures. Once constructed, City staff will visit the tank and pump station site on an as-needed basis to conduct maintenance and other routine activities. Operational activities are not anticipated to handle hazardous materials in excess of quantity thresholds; however, should a hazardous material be utilized in excess of quantity thresholds, the Project will be required to receive approval of an HMBP and follow the standards of the approved HMBP. The Project will not result in a significant hazard to the public and would result in a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.9b – Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

See discussion on Impact #3.4.9a, above.

During the installation of the new water storage tanks and pump station, pipeline, and associated improvements, applicable precautions will be taken to reduce the likelihood of an accident resulting in the release of hazardous materials into the environment. Facility design includes the development of two catch basins to handle stormwater. All contractors shall transport, store, handle, and dispose of construction-related hazardous materials consistent with relevant regulations and guidelines, including those recommended and enforced by Caltrans, the Central Valley RWQCB, and Madera County Environmental Health Department standards. Regulatory requirements related to preparation of an HMBP will be required should the Project handle hazardous materials at or in excess of reporting thresholds, and will address material handling requirements and procedures for reporting and handling any accidental spills. With the implementation of State and local hazardous materials handling requirements, the Project will not result in a significant hazard to the environment through an upset or accident and would result in a less-than-significant impact.

The proposed Project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Therefore, the proposed Project would have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant.***

Impact #3.4.9c – Would the Project emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

The proposed water storage tanks and pump station are not located within 0.25 miles of an existing or proposed school. The nearest school is the water storage tanks and pump station, which is a middle school approximately 0.3 miles west of the Project site.

The proposed pipeline route is located along the developed public ROW. The pipeline route runs within a quarter mile of a charter school. As discussed above, temporary construction-related activities could involve the use of some small amounts of hazardous materials, such as diesel fuel, hydraulic oil, grease, solvents, adhesives, paints, and other petroleum-based products. The use of these materials would comply with State and local handling and accidental release standards. Construction of the Project would be temporary, and the potential of hazardous materials near the existing school would be removed once construction is completed. Operation of the pipeline would not result in hazardous emissions from the use of hazardous materials, substances, or waste.

Therefore, the proposed Project would have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant.*

Impact #3.4.9d – Would the Project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, and, as a result, would it create a significant hazard to the public or the environment?

The California Department of Toxic Substances Control (DTSC) Envirostor website determined Cortese Act locations on or near the Project site (California Department of Toxic Substances Control, 2025). The DTSC indicated that there are no listed hazardous material sites or cleanup actions within the proposed water storage tanks and pump station site or adjacent to the pipeline route.

The proposed Project does not involve land that is listed as a hazardous materials site pursuant to Government Code Section 65962.5 and is not included on a list compiled by the Department of Toxic Substances Control. Therefore, the proposed Project would have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There will be *no impact*.

Impact #3.4.9e – For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?

There are no public or private airports within two miles of the proposed water storage tanks and pump station site, and it is outside of the Airport Land Use Compatibility Plan (ALUCP) compatibility zones. The pipeline route is approximately 0.77 miles east of the Madera Municipal Airport and is located within Compatibility Zone D pursuant to the ALUCP. Although located within two miles of an airport, construction activities will be temporary and will not result in a significant safety hazard or excessive noise.

Once construction is complete, the operation of the pipeline is below ground and would not be a potential safety hazard to aircraft or generate excessive noise. The proposed water storage tanks site is located outside of the ALUCP compatibility zones and safety zones of the Madera Municipal Airport and would not result in a safety hazard. Therefore, there would be

a less-than-significant impact on people residing or working in the proposed Project area due to excessive noise or a safety hazard from an airport.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.9f – Would the Project impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?

The City of Madera General Plan EIR found that the General Plan buildout does not conflict with the City's emergency response and/or evacuation plans. It is further stated that an efficient roadway and circulation system is vital for the evacuation of residents and the mobility of fire suppression, emergency response, and law enforcement vehicles. Implementation of the General Plan will add additional traffic and residences requiring evacuation in case of an emergency. Implementation of the proposed roadway system under the proposed General Plan Update would provide for a "modified grid" roadway system, particularly for new development, and encourage pedestrian circulation access around the city and at the neighborhood level through the design of roadways and pedestrian facilities. Implementation of the proposed roadway system within the General Plan Update would improve city roadway connectivity, allowing for better emergency vehicle access to residences as well as evacuation routes for area residents. Adopted General Plan policies and action plans related to an emergency response plan or emergency evacuation plan include the following:

- Action HS-8.1: Adopt an All Hazards (natural and manmade) Disaster Plan. The Plan should be sufficiently broad in scope to include the designation of evacuation routes, staging areas, shelters, PODs (points of distribution), and protocols for coordinating all local government and volunteer agencies in assisting local residents in the event of a major earthquake, large-scale fire or explosion, or hazardous chemical spill or release of hazardous airborne gas.

- Policy HS-34: The City shall continue to maintain and update emergency service plans, including the Madera City Fire Department Emergency Operations Plan and the Hazardous Material Spills Emergency Response Plan.

The proposed Project will comply with all guidelines required by the City of Madera General Plan policy and action. The proposed Project would not significantly impair the implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan. Therefore, the proposed Project would have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant.*

Impact #3.4.9g – Would the Project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

The proposed Project is surrounded by a mix of urban commercial uses, rural residences, and agricultural-related uses, and does not consist of any wildlands. According to CAL FIRE's Fire Hazard Severity Zones Maps, the proposed Project site is not located within a hazard zone classified as Very High, High, or Moderate for wildland fires (California Department of Forestry and Fire Protection, 2025). Construction and operation of the proposed Project is not expected to increase the risk of wildfires on and adjacent to the proposed Project site. However, the proposed Project will provide new water storage tanks capable of supplying adequate flows to meet Fire Code requirements and provide redundancy capabilities should existing equipment become inoperable.

The proposed Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fire. Therefore, the proposed Project would have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact.*

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.10 - HYDROLOGY AND WATER QUALITY				
Would the Project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface water quality?	☐	☐	☒	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) Result in substantial erosion or siltation onsite or offsite?	☐	☐	☒	☐
(ii) Substantially increase the rate of amount of surface runoff in a manner which would result flooding onsite or offsite?	☐	☐	☒	☐
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
(iv) Impede or redirect flood flows?	☐	☐	☒	☐
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation?	☐	☐	☒	☐
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Discussion

Impact #3.4.10a – Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface water quality?

The proposed Project will result in the development of water storage tanks and pump station site, and the installation of underground water pipelines. Accidental spills or disposal of potentially harmful materials used during construction could wash into and pollute surface water runoff. Materials that could potentially contaminate the construction area are spills, leaks, diesel fuel, gasoline, lubrication oil, hydraulic fluid, antifreeze, transmission fluid, lubricating grease, and other fluids.

As noted in Impact #3.4.7b**, t**he construction of the water storage tanks and pump station site is anticipated to require the grading of more than one acre of soil, which would require the filing of a Notice of Intent (NOI) to comply with the NPDES General Construction Permit and prepare a SWPPP. The proposed Project SWPPP (tanks site) and LUP SWPPP (pipeline) would include BMPs targeted at minimizing and controlling the construction runoff and erosion to the maximum extent practicable.

Once constructed, the pipeline would be below ground level and would not degrade or impact surface water quality. Once constructed, the water storage tanks and pump station site would maintain stormwater on site within a proposed retention basin. As the water storage tanks site will be paved, there will be catch basins (retention basins) that will filter debris and allow captured stormwater to be diverted to public stormwater drainage facilities. Under Phase I of the Project, the remaining portions of the site are proposed to be layered with crushed rock surfacing in addition to the landscaping buffer around the site to provide for a pervious surface to allow stormwater to percolate. The retention basins will provide stormwater filtering and diversion for impervious surfaces onsite, and the remaining portions of the Project site will have pervious surfaces to allow stormwater to percolate onsite. All improvements associated with stormwater drainage, including connection to City infrastructure, will be developed to City of Madera standards.

The proposed Project is not anticipated to violate any water quality standards or result in significant impacts to the waste discharge requirements or otherwise substantially degrade surface water quality. Therefore, the proposed Project would have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant.*

Impact #3.4.10b – Would the Project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?

The proposed Project includes the development of new water storage tanks and a pump station facility to improve the available City water supply. Pursuant to the 2020 City of Madera Urban Water Management Plan (UWMP) (City of Madera, 2022) and City of Madera Water System Master Plan (City of Madera, 2014). The proposed Capital Improvement Programs for the City would include 114 miles of pipeline improvements, 24 new wells (22 of which are planned from 2020 through 2050), two new storage reservoirs, and two new booster stations to meet the future water supply demands of the City. Under the 2020 City of Madera UWMP, water supply and demands will be met through the year 2040 under the normal year, single-dry year, and multiple-dry year scenarios.

The proposed Project will not expand the size of the community beyond what is projected with the full buildout of the General Plan or involve any elements that require excessive water use outside of the estimated supply and demand scenarios anticipated in the 2020 City of Madera UWMP. The proposed water storage tanks and pump station facility and its connection to the existing City well site will implement the planned water infrastructure development consistent with the City's UWMP and WSMP. Therefore, the proposed Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge. Impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

(i) – Result in substantial erosion or siltation onsite or offsite?

The water storage tanks and pump station facility site is flat and has no water features such as a stream or river. Construction activities would be subject to the requirements and implementation of BMPs of an approved SWPPP. The proposed Project's new water storage tanks and pump station will alter the existing drainage pattern by constructing a concrete pad and impermeable surfaces. Although the proposed new tank and pump station will change the drainage pattern, the proposed Project site is not anticipated to substantially alter the drainage pattern of the area, including the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite or offsite. As discussed, the water tanks site includes stormwater retention basins and a landscaped buffer

to provide additional stormwater percolation. These improvements would follow City of Madera development standards and reduce the potential for substantial erosion or siltation on- or off-site.

The proposed pipeline route will be located within the existing road ROW and underground; it will not impact drainage patterns. Along Ellis Street, the pipeline intersects with an existing canal, Lateral 24.2. Installation of the pipeline underneath the canal will utilize the jack and bore construction method. This construction method is anticipated to have no impact on the existing canal and would not alter its water course. There would be no risk of erosion or siltation from the construction of the water pipeline.

Development of the Project would be subject to the requirements of the approved SWPPP and City design standards. A new 30-inch drainage pipe will be installed to convey tank overflow and stormwater drainage to the City-owned retention basin. Therefore, the proposed Project would have a less than significant impact with compliance of regulatory requirements, as applicable.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

(ii) – Substantially increase the rate of amount of surface runoff in a manner which would result flooding onsite or offsite?

The proposed water pipeline, the new water storage tanks, and the pump station facility would not result in increased runoff where flooding onsite or offsite would occur. The proposed pipeline would be constructed within existing road rights-of-way. Following construction, the trenches would be backfilled and restored to roadways and gravel roadway shoulders. The water storage tanks and pump station facility would be developed to City of Madera standards for stormwater drainage improvements. Therefore, the proposed Project would not alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite or offsite. Therefore, the proposed Project would have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

(iii) – Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

The extent of erosion on specific locations would typically vary depending upon slope steepness and stability, vegetation, percentage of cover, concentration of runoff, and weather conditions. No streams or rivers exist within the proposed water storage tanks and pump station site vicinity that would result in substantial erosion or siltation onsite or offsite. The proposed pipeline route will intersect with an existing canal and proposes to utilize jack and bore construction methods to install the pipeline under the canal. This construction method is anticipated to have no impact on the existing canal and would not alter its water course.

The proposed water storage tanks and pump station facility site will alter the existing drainage pattern of the site by the construction and increase in impervious surfaces; however, drainage impacts are expected to be minimal. Construction activities would be required to comply with regulatory requirements, including approval and implementation of a SWPPP and BMPs to minimize impacts from construction-related water runoff. The proposed Project sites would require grading for a concrete foundation for the storage tank and various other proposed Project-related items.

The proposed Project would alter the existing drainage pattern of the site or area but would not alter the course of a stream or river, substantially increase the rate or amount of surface runoff in a manner that would result in flooding onsite or offsite, contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems, nor provide additional sources of polluted runoff.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant.***

(iv) – Impede or redirect flood flows?

As noted in Impact #3.4.4c, the entire Project is within a FEMA-identified minimal flood hazard area.

As noted in Impact # 3.4.10c(i) through Impact #3.4.10c(iii), the proposed Project will not impede or redirect floodwaters and will not change the drainage pattern of the site or the area through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would impede or redirect flood flows. Therefore, the proposed Project will have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant.*

Impact #3.4.10d – Woul the Project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation?

As noted, the Project is not located within a special flood hazard zone. Additionally, the Project is generally flat, as is the surrounding area, and the City is not located near any body of water where a tsunami or seiche would have the potential to significantly impact the Project sites.

The City General Plan EIR indicates that the Hidden Dam located at Hensley Lake could potentially result in the inundation of properties within the City. The probability is not considered to be a reasonably foreseeable event, and impacts are considered less than significant under the City General Plan EIR. As the Project is not within a special flood hazard area, is not located in an area where tsunami or seiche risks are present, and inundation due to a dam failure is not likely to occur, the Project is anticipated to result in a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.10e – Would the Project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

See Impact #3.4.10b. The California Sustainable Groundwater Management Act (SGMA) was enacted by the State of California in 2014 and provides a guideline for regulating groundwater production. SGMA also gives local agencies the ability to manage groundwater and create Groundwater Sustainability Agencies (GSA). The GSA is responsible for developing and implementing a Groundwater Sustainability Plan (GSP). The purpose of the GSP is to provide measurable goals to prevent unreasonable physical harm to the basin or the water resource. The Project is located within the Madera Subbasin and is associated with the Madera Subbasin Joint Groundwater Sustainability Plan.

The proposed Project will not conflict with or obstruct the implementation of the Madera Subbasin Joint Groundwater Sustainability Plan. The proposed Project is associated with planned improvements to continue to provide water and fire protection services as

identified in the City WSMP and UWMP. The proposed Project will not conflict with any water quality and sustainable groundwater management plans.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.11 - LAND USE AND PLANNING					
Would the Project:					
a.	Physically divide an established community?	☐	☐	☐	☒
b.	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Discussion

Impact #3.4.11a – Would the Project physically divide an established community?

The proposed water storage tanks and pump station facility site is small and surrounded by predominantly rural residences, vacant land and agricultural uses directly west of Lake Street. The proposed pipeline will be installed underground within existing public ROW. Therefore, the proposed Project would not physically divide an established community and result in no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

Impact #3.4.11b – Would the Project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

As previously discussed, the water storage tanks and pump station facility site is located within the unincorporated County but within the SOI of the City. Pursuant to Section 18.94.160 of the County Municipal Code, the proposed water storage tanks and pump station are subject to approval of a Conditional Use Permit. Therefore, consideration to both the County and City with regard to General Plan Goals, Policies, and Actions is listed below.

Madera County General Plan

Policy 1.J.1: The County will coordinate land use, infrastructure, and public facility planning with cities in the county, regional planning agencies, neighboring jurisdictions, and state and federal agencies, and shall comment on land use and transportation plans concerning Madera County.

City of Madera General Plan

Policy CI-56: The City shall require that water flow and pressure be provided at sufficient levels to meet domestic, commercial, industrial, and firefighting needs.

Policy LU-12: The City shall plan and install infrastructure to serve only the area inside the Growth Boundary. The expansion of urban services (specifically including residential sewer service) outside this boundary shall not be permitted unless the City Council finds that:

1) The extension is needed to address a clear public health or safety need; and

2) The infrastructure provided is sized to the minimum level necessary in order to reduce any excess capacity that could be used to support additional growth outside the boundary.

Action Item LU-13.1: Maintain and periodically update a set of Facility Master Plans for major municipal infrastructure and public facilities, including, at a minimum, wastewater, water, storm drainage, and parks and recreation facilities.

The proposed new water storage tanks and pump station facility is within the County and as such will be subject to the approval of a Conditional Use Permit. As found in the identified General Plan policies of both the County and City, the development of public facilities and infrastructure does not conflict with the growth management and public facility development policies.

As shown in Figure 2-2, the tank and pump station facility and the pipeline route are located within the SOI of the City, so these services can be provided for under City General Plan Policy LU-12 with coordination with the County. The proposed Project does not consist of elements that would cause a significant environmental impact. Therefore, the Project will have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.12 - MINERAL RESOURCES					
Would the Project:					
a.	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	☐	☐	☐	☒
b.	Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

Discussion

Impact #3.4.12a – Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?

No current mineral extraction activities exist on the proposed Project site nor are any mineral extraction activities included in the proposed Project design. The City of Madera General Plan EIR found that General Plan implementation would not have the potential to affect the availability or any State or locally designated mineral resource. Therefore, the proposed Project would not result in the loss of availability of mineral resources as the proposed Project does not propose the extraction of mineral resources. Additionally, the proposed Project would not restrict the ability of mineral rights holders in the area to exercise their legal rights to access surrounding sites for the exploration and/or extraction of underlying oil resources or other natural resources.

The proposed Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State. Therefore, the proposed Project would have no impacts.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

Impact #3.4.12b – Would the Project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

Pursuant to the City of Madera General Plan EIR, the General Plan Planning Area does not have the potential to affect the availability of any State or locally designated mineral resource. Therefore, as the Project sites are located within the Planning Area of the City of Madera, it can be seen that Project development would not impact any locally important mineral resource recovery site delineated on a local general plan or other land use plans. Therefore, there would be no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact***.

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.13 - NOISE					
Would the Project result in:					
a.	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?	☐	☐	☒	☐
b.	Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c.	For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	☐	☐	☐	☒

Discussion

Impact #3.4.13a –Would the Project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?

Proposed Project construction-related activities would involve temporary and intermittent noise sources, including site preparation; activities related to the installation of the new pipeline system, and construction of the new water storage tanks and pump station. Construction-related noise levels would be higher than existing ambient noise levels in the proposed Project area, but would not occur after construction-related activities are completed. Operation and maintenance noise would be similar in character to existing noise in the area, resulting from existing neighboring agricultural-related operations.

The Noise Element of the City General Plan has adopted several policies to establish exterior noise thresholds and design considerations to mitigate noise generation. Specifically, Policy N-5 provides for the maximum 24-hour exterior noise levels for land designated by the General Plan for residential, commercial/retail, and public parks. Additionally, Policy N-6 provides for maximum exterior non-transportation noise levels for land designated residential for any 30-minute period on any day. Based on these thresholds, the established

noise standards for non-transportation noise measured as dBA Leq (30 minutes) is 60 dBA from 7 AM to 10 PM and 50 dBA from 10 PM to 7 AM.

Under the City Municipal Code, Section 3-11.02, between the hours of 8 PM and 6 AM of the following day, noise sources associated with operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration, remodeling, paving, or grading of any real property or demolition work which creates sound is prohibited. Construction-related activities would be restricted to daytime hours and would be short-term, temporary, and intermittent in nature.

Operation of the facility and pipeline is not anticipated to result in a significant generation of noise. The majority of the noise would originate from running equipment, including the pump station. The facility is designed to minimize noise generation through the use of landscape buffers and equipment setbacks from the existing residences. The pump station is would have approximately 180 feet of separation from the nearest residence. Noise generated from facility equipment would dissipate and not adversely affect sensitive noise receptors in the vicinity of the water storage tanks and pump station site. By complying with City of Madera General Plan Policies and Municipal Code for noise generation, the proposed Project would have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.13b – Would the Project result in generation of excessive groundborne vibration or groundborne noise levels?

There are no federal or State standards that address construction noise or vibration. Additionally, the City does not have regulations that define acceptable levels of vibration. One reference suggesting vibration standards is the Federal Transit Administration (FTA) publication concerning noise and vibration impact assessment from transit activities. Although the FTA guidelines are to be applied to transit activities and construction, they may be reasonably applied to the assessment of the potential for annoyance or structural damage resulting from other activities. To prevent vibration annoyance in residences, a level of 80 VdB (vibration velocity level in dB) or less is suggested when there are fewer than 70 vibration events per day.

A level of 100 VdB or less is suggested by the FTA guidelines to prevent damage to fragile buildings. Table 3.4.13-1 describes the typical construction equipment vibration levels. While these construction-related activities would result in groundborne vibration, such groundborne noise or vibration, would attenuate rapidly from the source and would not be generally perceptible outside of the construction-related areas. In addition, there would not

be any vibrational impacts from operation and maintenance activities at the tank and pump station facility.

Table 3.4.13-2
Typical Construction Equipment Vibration Source Levels

Equipment	PPV at 25 ft. (in/sec)	Approximate L_v*at25 ft.
Large bulldozer	0.089	87
Caissson drilling	0.089	87
Loaded trucks	0.076	86
Jackhammer	0.035	79
Small bulldozer	0.003	58

[a] *From NRS Table 3-5, included in Appendix "D" of this draft EIR.*
** RMS velocity in decibels (VdB) re 1 minch/second*

Construction-related activities in general can have the potential to create groundborne vibrations. However, based on the soil types found in the general proposed Project vicinity, it is unlikely that any blasting or pile-driving would be required in connection with construction of the proposed Project. Therefore, the potential for groundborne vibrations to occur as part of construction-related activities of the proposed Project will be considered excessive. Furthermore, the operation of the proposed Project would not contain any activities that would create excessive groundborne vibrations. The proposed Project would not result in excessive vibratory exposure to residents or generate excessive groundborne vibration or groundborne noise levels. Therefore, the proposed Project would have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.13c – For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?

The proposed water storage tanks and pump station site is not within two miles of a public use airport. The pipeline route is approximately 0.77 miles east of the Madera Municipal Airport. Although located within two miles of an airport, the pipeline is not within an identified ALUCP noise hazard zone. Construction activities will be temporary and will not result in significant safety or excessive noise exposure. Once construction is complete, the operation of the pipeline does not have a permanent structure or staff. Therefore, there

would be a less-than-significant impact on people residing or working in the proposed Project area due to excessive noise from an airport.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact***.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.14 - POPULATION AND HOUSING				
Would the Project				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion

Impact #3.4.14a – Would the Project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The proposed Project will allow the City to meet existing and future water supply and fire protection requirements. As noted in Impact #3.4.10b, the proposed Project will not generate unplanned population growth beyond what is projected with the full buildout of the General Plan.

The proposed Project would not induce any population growth in the area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure). Therefore, the proposed Project would result in a less than significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.14b – Would the Project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

The proposed Project would result in the construction of a new water storage tank and pump station on a currently undeveloped property located on the west side of Lake Street. The pipeline would be constructed within the road rights-of-way within Lake Street, Ellis Street, and Sharon Boulevard. No residences would be affected by the proposed Project-related activities.

In addition, it is anticipated that construction-related workers would come from the surrounding area and would not require new housing. The proposed Project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. Therefore, the proposed Project would have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.15 - PUBLIC SERVICES				
Would the Project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or to other performance objectives for any of the public services:				
(i) Fire protection?	☐	☐	☐	☒
(ii) Police protection?	☐	☐	☐	☒
(iii) Schools?	☐	☐	☐	☒
(iv) Parks?	☐	☐	☐	☒
(v) Other public facilities?	☐	☐	☐	☒

Discussion

Impact #3.4.15a - Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or to other performance objectives for any of the public services:

(i) - Fire Protection?

Fire protection and emergency medical services are provided by the City Fire Department, which is administered by the California Department of Forestry and Fire Protection (CalFire) through a cooperative fire protection agreement (City of Madera, 2009a). The Project will not construct any habitable structures that would increase the need for fire protection services. The proposed underground water pipeline system will not require electricity or flammable materials that could ignite a fire. The potential for a fire to ignite at the new water storage tanks and pump station is highly unlikely and would not pose a significant threat to nearby properties. The intent of the Project is to provide water storage tanks to continue to provide for current and future water demand and fire protection requirements.

There are two City fire stations, one located at 317 North Lake Street and the other located at 200 South Schnoor Avenue. The closest station is located approximately 1.4 miles south of the proposed water storage tanks and pump station site. Because the Project is not constructing habitable structures that would be considered susceptible to or create fire hazards, it is not anticipated to result in substantial or adverse impacts to or cause an increase in fire protection services. The proposed Project would result in no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

(ii) – Police Protection?

The proposed Project will not significantly impact police protection services. The City Police Department provides law enforcement services for the City of Madera. A 2024 Annual Report for the City of Madera Police Department indicates that the Police Department has 74 sworn officers with an average emergency response time of four minutes and 40 seconds (Madera Police Department, 2024).

While the City Police Department may be contacted for non-emergency situations (such as vandalism), the proposed Project is not anticipated to require increased police protection. Therefore, the proposed Project would result in no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

(iii) – Schools?

The Project does not include any new City employees. The existing City staff will maintain the pipeline, the water tank, and the pump station facility. As such, the proposed Project would not increase the student population and would have no impact on school facilities.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

(iv) – Parks?

The proposed Project does not include construction of homes or habitable structures that have permanent residents. It will not provide or physically alter any parks, nor does it increase the need for new parks or use of existing parks.. Therefore, the proposed Project would result in no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

(v) – Other Public Facilities?

The proposed Project does not involve creating any new residential development or other new facilities that could result in an influx of population such that additional libraries, medical services, or other public facilities would be needed. Therefore, the proposed Project would result in no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be ***no impact***.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.16 - RECREATION				
Would the Project:				
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	☐	☐	☐	☒

Discussion

Impact #3.4.16a – Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

See Impact #3.4.15a(iv). The proposed Project's new water storage tanks, pump station, and pipeline are intended to provide for the current and future water needs of the City service area. These improvements generate unplanned population growth or residential development. No new housing is proposed as part of the proposed Project. Therefore, the proposed Project would have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact***.

Impact #3.4.16b – Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

See Impact #3.4.15a(iv) and Impact #3.4.16a. No new housing is proposed as part of the proposed Project. Therefore, the proposed Project would have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact***.

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.17 - TRANSPORTATION					
Would the Project:					
a.	Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b.	Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c.	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d.	Result in inadequate emergency access?	☐	☐	☒	☐

Discussion

Impact #3.4.17a – Would the Project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

The proposed Project will not construct any new circulation (transit) systems, roadways, or bicycle and pedestrian facilities. The proposed Project would result in short-term, temporary, and intermittent traffic impacts during construction-related activities of the pipeline within the existing road ROW. The construction of the new storage tank and pump station facility will not impact traffic or other types of transit operations.

Following completion, the Project would not increase traffic on City streets. The typical maintenance activities at the tank facility will be completed by existing City staff and would occur on an as need basis. Therefore, the proposed Project would not conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit. Therefore, the proposed Project would have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in *no impact.*

Impact #3.4.17b – Would the Project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

See Impact #3.4.17a.

As of July 1, 2020, SB 743 requires that lead agencies analyze the transportation impacts of new projects regarding the new metric of vehicle miles traveled (VMT). VMT measures how much actual auto travel (additional miles driven) a proposed project would create on California roadways. If a project adds car travel roads beyond an established threshold, the project may cause a significant transportation impact.

The Governor's Office of Planning and Research (OPR) developed guidance for implementation of SB 743. However, CEQA allows lead agencies the ability to provide their own methodologies and significance thresholds for CEQA technical studies. The Madera County Transportation Commission provides for general guidelines, mapping, and modeling for SB 743 implementation.

Pursuant to SB 743, construction-related traffic is not subject to Vehicle Miles Travelled thresholds. Once operational, the Project would generate routine maintenance or other operation-related trips by the existing staff who regularly monitor the City's infrastructure. Therefore, the proposed Project will have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant.*

Impact #3.4.17c – Would the Project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The proposed Project would not introduce new curves and/or hazardous intersections into the proposed Project area. No new roads are proposed as part of the Project. No new design or features would be introduced that would result in transportation-related hazards or safety concerns. The proposed Project does not consist of any elements that would add a geometric design feature that would substantially increase hazards or have incompatible

uses (e.g., farm equipment). The majority of the proposed Project's components (i.e., pipelines) will be installed underground. The new water storage tanks, pump station, and accessory infrastructure will be located within the confines of the property, and the new driveway entrance will be constructed to meet City standards. Therefore, the proposed Project impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant.***

Impact #3.4.17d – Would the Project result in inadequate emergency access?

The proposed Project will be staged to allow emergency vehicles to have access to all public streets and properties. The construction team will backfill trenches as they move or will use steel plates to allow access to all properties during construction-related activities that may impede the ability to access roadways. Therefore, the Project will have a less-than-significant impact on emergency access.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant.***

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact

3.4.18 - TRIBAL CULTURAL RESOURCES

Would the Project:

a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
(i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	☐	☒	☐	☐
(ii) A resource determined by the Lead Agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the Lead Agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

Discussion

Impact #3.4.18a – Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

(i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?

The Native American Heritage Commission (NAHC) was contacted with a request that they conduct a sacred lands files search. The NAHC provided the results of its search dated April 30, 2025, indicating negative results.

Native American tribes who have asked to consult with the City were contacted in order to solicit their interest regarding tribal consultation: No responses have been received to date (see Appendix D).

The Project includes ground disturbance and trenching where there is minimal potential of a cultural or tribal cultural resource. Mitigation measures CUL-1 and CUL-2 have been included as an abundance of caution in the unlikely event that subsurface resources are discovered. These mitigation measures establish a procedure in the event a cultural resource is discovered during Project construction activities. Therefore, impacts are considered less than significant with mitigation incorporated.

MITIGATION MEASURE(S)

Implementation of Mitigation Measures CUL-1 and CUL-2.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant with mitigation incorporated***.

(ii) A resource determined by the Lead Agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the Lead Agency shall consider the significance of the resource to a California Native American tribe?

See discussion for Impacts #3.4.5a through#3.4.5c and Impact #3.4.18a(i).

MITIGATION MEASURE(S)

Implementation of Mitigation Measures CUL-1 and CUL-2.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant with mitigation incorporated***.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.19 - UTILITIES AND SERVICE SYSTEMS				
Would the Project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c. Result in a determination by the wastewater treatment provider that serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e. Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Discussion

Impact #3.4.19a – Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

The proposed Project will result in the construction of new water infrastructure to meet water supply and fire protection requirements within the City's water service area. The Project proposes the construction of water storage tanks, a pump station, and a pipeline connecting the station to an existing well site.

The California Public Utilities Commission (CPUC) oversees certain aspects of water infrastructure, including rates and service quality for investor-owned water utilities. The California State Water Resources Control Board may also be involved in water quality and infrastructure improvements.

The proposed improvements will be located on site that are not considered environmentally sensitive, will comply with City General Plan policies and regulatory requirements including SWPPP implementation during construction of the Project. The development of new water facilities would not result in a significant environmental effect. Therefore, impacts related to the Project would be less than significant.

The Project does not result in a addition wastewater treatment, stormwater drainage, electric, natural gas, or telecommunications facilities that could cause a significant environmental effect.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant.***

Impact #3.4.19b – Would the Project have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years?

As discussed in Impact #3.4.10b, both the City UWMP and WSMP provide for potential service improvements to meet current and future demands based on estimated growth within the City service area. With these improvements provided in the UWMP and Water System Master Plan, the anticipated water supplies and demand of the City are accounted for with the determination of the 2020 UWMP, indicating available water supplies for the normal year, single-dry year, and multiple-dry year scenarios. The Project proposes to connect to an existing well to meet current and future demands for water service and fire protection. There is no intent to expand service or increase the number of connections of water service as a direct result of the Project. The proposed Project is not contributing to future development in the area. Therefore, the proposed Project will have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be ***less than significant.***

Impact #3.4.19c – Would the Project result in a determination by the wastewater treatment provider that serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?

The proposed Project's new water storage tanks and pump station, and pipelines are not a part of the wastewater system and will not add or connect to the wastewater pipelines. The proposed Project does not include an increase in population and will not expand the current local wastewater system service requirements. Therefore, the proposed Project would have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact.***

Impact #3.4.19d – Would the Project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Solid waste generated from the City of Madera is disposed of at the Fairmead Solid Waste Disposal Site, which is located at Avenue 22 and Road 19 in the City of Chowchilla (City of Madera, 2009b). This proposed Project would generate small amounts of solid waste from construction-related activities as a result of site preparation for the new storage tank and pump station, and the pipeline. All solid waste will be collected and removed from the sites and will be disposed of at the Fairmead Solid Waste Disposal Site (which is located approximately 9 miles northwest of the proposed Project area).

The Fairmead Solid Waste Disposal Site has an estimated maximum permitted capacity of 9.4 million cubic yards of which approximately 5.5 million cubic yards, or 59.1 percent, remains (CalRecycle, 2025). The proposed Project will comply with State and local standards by picking up and properly disposing of any proposed Project-related solid waste. The proposed Project is not expected to result in excessive amounts of solid waste that would be in excess of State or local standards or be in excess of the capacity of local infrastructure or otherwise impair the attainment of solid waste reduction goals. Any proposed Project-related solid waste will be disposed of following State and local standards. Therefore, the proposed Project will have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact.***

Impact #3.4.19e – Would the Project comply with federal, State, and local management and reduction statutes and regulations related to solid waste?

See discussion for Impact #3.4.19d.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact.***

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.20 - WILDFIRE				
If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, would the Project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentration from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Discussion

Impact #3.4.20– If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, would the Project:

(a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

See also Impact #3.4.9g and Impact #3.4.9f. Per the CalFire Fire Hazard Severity Zone Maps for Madera County, the Project site and pipeline route are designated as unzoned and Local Responsibility Area (LRA) (California Department of Forestry and Fire Protection, 2025). The nearest moderate severity zone is approximately 4.4 miles southeast of the water storage tanks and pump station facility site.

The Project will not impair the City Fire Department Emergency Operations Plan, and other guidance as identified in the General Plan (City of Madera, 2009b).

The proposed Project would not impair an adopted emergency response plan or emergency evacuation plan. Therefore, the proposed Project would have result in no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact.***

(b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentration from a wildfire or the uncontrolled spread of a wildfire?

As previously mentioned, the proposed Project is not located in a high fire hazard severity zone. The area is flat with no slopes, and there are no prevailing winds or other factors in the proposed Project area that would exacerbate wildfire risks, exposing occupants to pollutant concentration from a wildfire or the uncontrolled spread of a wildfire. Therefore, the proposed Project would have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact.***

(c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

See also Impact #3.4.9g, Impact #3.4.9f, and Impact #3.4.20a, above. The proposed Project would not require the installation or maintenance of associated infrastructure (roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment. Therefore, the proposed Project will have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact***.

(d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

See also Impact #3.4.9g, Impact #3.4.9f, and Impacts #3.4.20a-c. The proposed Project is not located in or near an SRA or lands classified as a very high fire hazard severity zone. It is not expected that Project-related activities would result in a fire hazard or expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage change. Therefore, the proposed Project would have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

The Project would result in ***no impact.***

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
3.4.21 - MANDATORY FINDINGS OF SIGNIFICANCE					
a.	Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b.	Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are significant when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects.)	☐	☒	☐	☐
c.	Does the Project have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Discussion

Impact #3.4.21a – Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

As evaluated in this IS/MND, the proposed Project is not anticipated to result in or substantially degrade the quality of the environment; substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; reduce the number or restrict the range of an endangered, rare, or threatened species; or eliminate important examples of the major periods of California history or prehistory. With implementation of mitigation

measures, the proposed Project would not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. Therefore, the proposed Project would have a less-than-significant impact with implementation of mitigation measures, as applicable.

MITIGATION MEASURE(S)

Mitigation Measures BIO-1 through BIO-6 and CUL-1 through CUL-2, and GEO-1.

LEVEL OF SIGNIFICANCE

The Project would have a ***less-than-significant impact with mitigation incorporated***.

Impact #3.4.21b - Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are significant when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects.)?

As noted earlier, the Project's impacts will be short-term, temporary, and intermittent during construction-related activities and below significant levels during operation/maintenance-related activities. As described in the impact analyses in Sections 3.4.1 through 3.4.20 of this IS/MND, potentially significant impacts of the proposed Project would be reduced to a less-than-significant level following implementation of the mitigation measures listed in Section 4, *Mitigation, Monitoring and Reporting Program,* as applicable. Previously completed projects have also implemented mitigation as necessary. Accordingly, the proposed Project would not otherwise combine with impacts of related development to add considerably to any cumulative impacts in the region. With mitigation, the proposed Project would not have impacts that are individually limited but cumulatively considerable. Therefore, the proposed Project would have a less than cumulatively considerable impact with implementation of mitigation measures, as applicable.

MITIGATION MEASURE(S)

Implementation of Mitigation Measures BIO-1 through BIO-6, CUL-1 through CUL-2, and GEO-1.

LEVEL OF SIGNIFICANCE

The Project would have a ***less-than-significant impact with mitigation incorporated***.

Impact #3.4.21c - Does the Project have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?

All of the proposed Project's impacts, both direct and indirect, that are attributable to the Project were identified and will be mitigated, as applicable. As shown in Section 4, *Mitigation, Monitoring and Reporting Program (MMRP)*, the project proponent is aware of the significance of implementing the mitigation measures contained in the MMRP, as applicable, to substantially reduce, minimize, or eliminate impacts resulting from the proposed Project. Therefore, the proposed Project would not either directly or indirectly cause substantial adverse effects on human beings because all potentially adverse direct impacts of the proposed Project are identified as having no impact, less-than-significant impact, or less-than-significant impact with implementation of mitigation measures.

MITIGATION MEASURE(S)

Implementation of Mitigation Measures BIO-1 through BIO-6, CUL-1 through CUL-2, and GEO-1.

LEVEL OF SIGNIFICANCE

The Project would have a ***less-than-significant impact with mitigation incorporated***.

SECTION 4 - MITIGATION, MONITORING AND REPORTING PLAN

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	Aesthetics				
	No Mitigation required.				
	Agriculture and Forest Resources				
	No Mitigation required.				
	Air Quality				
	No Mitigation required.				
	Biological Resources				
#1	**BIO-1:** A preconstruction survey shall be conducted 14-30 days prior to Project construction activities to verify if special-status or sensitive species are present within 500 feet of the Project. The focal species shall include Swainson's hawk and other migratory nesting birds. A report outlining the results of the survey shall be prepared and submitted to the lead agency as evidence of compliance.	Within 14 to 30 days prior to any construction-related activities.	Project contractor, Project developer, Lead Agency		
		Steps to Compliance: A. A qualified biologist shall be responsible for a preconstruction survey. B. If necessary, the qualified biologist shall contact CDFW and USFWS to determine next steps. C. If necessary, the qualified biologist shall implement next steps in consultation with the wildlife agencies. D. The qualified biologist shall prepare a brief report to be submitted to the wildlife agencies within 5 days of completion of the preconstruction survey. E. Lead Agency shall verify compliance.			
#2	**BIO-2:** If construction activities occur between February 1 and September 15, pre-disturbance surveys for active raptor and migratory bird nests shall be conducted no more than 10 days prior to the commencement of disturbance. Surveys shall follow USFWS and CDFW guidance and/or protocols, as applicable. If no active nests or nesting birds are identified, then Project construction activities may proceed, and no further mitigation measures for nesting birds are required. If active nest(s) are identified, the active nest(s) should be continuously surveyed for the first 24 hours after detection to	During construction activities between February 15 and August 31 and within 10 days prior to any construction-related activities.	Project contractor, Project developer, Lead Agency		
		Steps to Compliance:			

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	establish a behavioral baseline prior to any construction-related activities. Once construction commences, all nests shall be continuously monitored to detect any behavioral changes because of the Project (i.e., nest avoidance or abandonment). If behavioral changes are observed, the work causing that change shall cease until the qualified biologist consults with the CDFW and/or the USFWS and the qualified biologist implements the recommended measures. During such times as the qualified biological monitor is not on site while construction workers are on site, a minimum non-disturbance buffer of 250 feet shall be established around active nests and a 500-foot no-disturbance buffer around the nests of raptors until the breeding season has ended or until a qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival, and any adult birds are no longer occupying the nest. Deviations from these no-disturbance buffers may be implemented if the qualified biologist concludes that work within the buffer area would not cause nest avoidance or abandonment (e.g., when the disturbance area would be concealed from a nest site by topography) provided that notification of this determination of a deviation in the no-disturbance buffer is provided by the qualified biologist no less than 15 days in advance to the California Department of Fish and Wildlife and the United States Fish and Wildlife..	A. A preconstruction nesting bird survey shall be conducted within 10 days prior to the start of construction. B. If active nests are found during the survey or at any time during construction of the Project, an avoidance buffer ranging from 50 feet to 500 feet may be required, with the avoidance buffer from any specific nest being determined by a qualified biologist. Work is to continue under approval and guidance of qualified biologist. C. If necessary, the qualified biologist shall contact CDFW and USFWS to determine next steps. D. If necessary, the qualified biologist shall implement next steps in consultation with the wildlife agencies. E. The qualified biologist shall prepare a brief report to be submitted to the wildlife agencies within 5 days of completion of the preconstruction survey. F. Lead Agency shall verify compliance.			
#3	**BIO-3:** If an active raptor nest is identified, and when construction activities occur within the avoidance buffer of the nest, a qualified biologist shall conduct a daily site visit to observe all construction-related activities and or activity near an active nest. If construction activities are not occurring within the avoidance buffer of a nest, these resources shall be checked during a weekly site visit to observe activity. The qualified biologist shall be familiar with all potential species and their sign (i.e., tracks, scat, etc.) that have the	During construction activities between February 15 and August 31	Project contractor, Project developer, Lead Agency		
		Steps to Compliance: A. A preconstruction nesting bird survey shall be conducted within 10 days prior to the start of construction.			

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	potential to occur within the proposed Project site. The qualified biologist shall prepare a daily datasheet to record all construction-related activities that occurred and activity at an active nest or den, and document the progress of the project with photographs. Copies of daily datasheets and photographs shall be submitted to the lead agency as evidence of compliance.	B. If active raptor nests are found during the survey or at any time during construction of the Project, an avoidance buffer ranging from 50 feet to 500 feet may be required, with the avoidance buffer from any specific nest being determined by a qualified biologist. C. If construction activities occur within the avoidance buffer, the qualified biologist shall conduct daily site visits to observe construction activity. If construction activities are outside the avoidance buffer, the qualified biologist shall conduct weekly site visits to observe construction activity. D. The qualified biologist shall prepare a daily datasheet to record all construction related activities and copies shall be submitted to the lead agency to verify compliance.			
#4	**BIO-4:** If construction work occurs after August 30 and ends before March 1 (outside of the breeding season), impacts to the Swainson's hawk would be avoided. Surveys would not be required for work conducted during this part of the year, and no further mitigation for nest disturbance is required. a. Protocol Surveys. For work that begins between March 1 and August 30, a qualified biologist with expertise in Swainson's hawk shall conduct protocol surveys of potential nesting habitat within 0.5 miles of any construction activities prior to initiation of such activities. The project proponent shall conduct a protocol-level survey in conformance with the "Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley," Swainson's Hawk Technical Advisory Committee (TAC) (https://www.wildlife.ca.gov/conservation/survey-protocols#377281284-birds) (May 31, 2000), which is hereby incorporated by reference. This protocol prescribes minimum	During construction activities between March 1 and August 30	Project contractor, Project developer, Lead Agency		
		Steps to Compliance: A. A preconstruction protocol survey shall be conducted within 10 days prior to the start of construction. The results of the survey shall be submitted to CDFW and the lead agency within 30 days of the commencement of construction. B. If active Swainson Hawk nests are found during the survey or at any time during construction of the Project, the qualified biologist shall implement the appropriate measures.			

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	standards for survey equipment, mode of survey, angle and distance to tree, speed, visual and audible clues, distractions, notes and observations, and timing of surveys. A written report with the pre-construction survey results shall be provided to the lead agency and CDFW within 30 days of the commencement of construction-related activities. The report shall include: the date of the report, authors and affiliations, contact information, introduction, methods, study location, including a map, results, discussion, and literature cited. If the required protocol surveys show there are no active Swainson's hawk nests within 0.5 miles of construction activities, then no further mitigation for nest disturbance shall be required. If protocol surveys show that there are no active Swainson's hawk nests within 10 miles of the site, then no further mitigation for foraging impacts will be required. b. Nest Avoidance. If nesting Swainson's hawks are observed within 0.5 miles of the project site during the protocol surveys, the project proponent shall implement CDFW pre-approved mitigation measures to avoid nest impacts during construction. These measures include: • All Project-related activities with the potential to cause nest abandonment or forced fledging of young shall be avoided until the young have fledged. • If disturbances, habitat conversions, or other Project-related activities that may cause nest abandonment or forced fledging are necessary, within the nest protection buffer zone (0.5-mile), monitoring of the nest site by a qualified raptor biologist, funded by the project proponent, shall be required to determine if the nest is				

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	abandoned. If the nest is abandoned, but the nestlings are still alive, the project developer /contractor is required to fund the recovery and hacking, that is, the controlled release of captive-reared young of the nestling. • The project proponent shall be required to coordinate with CDFW to determine if project activities with the potential to cause disturbance to nesting Swainson's hawks within the 0.5-mile buffer may proceed with a reduced nest buffer and an approved biological monitor. CDFW may authorize a reduced nest buffer with the presence of a monitoring biologist during construction activities to ensure that the nest is not disturbed. Routine disturbances such as agricultural activities, commuter traffic, and routine maintenance activities within 0.5 miles of an active nest are not prohibited.				
#5	**BIO-5:** Prior to the initiation of construction activities, all construction personnel shall attend a Worker Environmental Awareness Training program developed by a qualified biologist. Any personnel associated with construction that did not attend the initial training shall be trained by the authorized biologist or authorized construction personnel prior to working within the Action Area. Any employee responsible for the operations, maintenance, or decommissioning of Project facilities shall attend the Worker Environmental Awareness Training program prior to starting work on the Project. All on-site workers shall attend training on an annual basis. The Program shall be developed and presented by the Project qualified biologist(s) or designee approved by the qualified biologist(s). The program shall include information about the life histories of State or federally listed species with potential to occur	Prior to ground-disturbing activities or within one week of being deployed to the Project site	Project contractor, Project developer, Lead Agency		
		A. A Worker Environmental Awareness Training and Education Program will be developed and presented to all construction works prior to them starting work on the site. B. A sign-in sheet will be submitted to the lead agency as evidence of compliance. C. A copy of the training will be maintained on the project site throughout construction.			

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	on the Action area, their legal status, course of action should these species be encountered on-site, and avoidance and minimization measures to protect these species. The training shall include the following components: a. Information about the life history and identification of federally listed plant and wildlife species, as well as other special-status plant and wildlife species that may be affected by project activities. The program shall present the legal protection status of each such species, the definition of "take" under the Federal Endangered Species Act and California Endangered Species Act, measures the Project proponent/operator shall implement to protect the species, reporting requirements, specific measures for workers to avoid take of special-status plant and wildlife species, and penalties for violation of Project permits or other Project-related environmental measures. b. An acknowledgment form signed by each worker indicating that the Worker Environmental Awareness Training and Education program has been completed shall be kept on file at the construction site. c. A copy of the training transcript and/or training video, as well as a list of the names of all personnel who attended the Worker Environmental Awareness Training and Education program, and signed acknowledgment forms, shall be submitted to the contractor's construction manager or on-site superintendent. d. A copy of the training transcript, training video or informational binder for specific procedures shall be kept available for all personnel to review and be familiar with, as necessary.				

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	The construction crews and contractor(s) shall be responsible for preventing unauthorized impacts from Project activities to sensitive biological resources that are outside the areas defined as subject to impacts by Project permits. Unauthorized impacts may result in Project stoppage, and/or fines, depending on the impact and coordination with the appropriate State or federal biological agency.				
#6	**BIO-6:** Prior to any ground disturbance in this area on Ellis Street, if Lateral 24.2 canal cannot be avoided, the Project proponent/developer shall submit a final Delineation report to the City of Madera. A copy of this report shall also be provided to the Bureau of Reclamation. The report shall include information as shown below as a plan, if necessary, and shall outline compliance with the following: a. Delineation of all jurisdictional features at the project site. Potential jurisdictional features within the project boundary identified in the jurisdictional delineation report may be shown in plan form. b. If the Project has a potential to directly or indirectly impact jurisdictional aquatic resources, a formal aquatic resource delineation of these areas shall be performed by a qualified professional to determine the extent of agency jurisdiction and permits/authorizations from the appropriate regulating agencies (United States Bureau of Reclamation (USBR)., Central Valley Regional Water Quality Control Board (RWQCB) and CDFW shall be obtained prior to disturbance to jurisdictional features. c. If impacts to the jurisdictional Lateral 24.2 canal cannot be avoided, the Project developer/contractor shall consult with USBR staff to obtain the appropriate permit(s).	Prior to ground disturbance	Project contractor, Project developer, Lead Agency		
		Steps to Compliance: A. A Delineation Report shall be prepared by a qualified individual and submitted to the lead agency and Bureau of Reclamation to verify compliance.			

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	d. As part of these authorizations, compensatory mitigation may be required by the regulating agencies to offset the loss of aquatic resources. If so, and as part of the permit application process, a qualified professional shall draft a Mitigation and Monitoring Plan to address implementation and monitoring requirements under the permit to ensure that the Project would result in no net loss of habitat functions and values. The Plan shall contain, at a minimum, mitigation goals and objectives, mitigation location, a discussion of actions to be implemented to mitigate the impact, monitoring methods and performance criteria, extent of monitoring to be conducted, actions to be taken in the event that the mitigation is not successful, and reporting requirements. The Plan shall be approved by the appropriate regulating agencies, and compensatory mitigation shall take place either on-site or at an appropriate off-site location. e. Any material/spoils generated from project activities containing hazardous materials shall be located away from jurisdictional areas or special-status habitat and protected from storm water run-off using temporary perimeter sediment barriers such as berms, silt fences, fiber rolls, covers, sand/gravel bags, and straw bale barriers, as appropriate. Protection measures should follow project-specific criteria as developed in a Stormwater Pollution Prevention and Protection Plan (SWPPP). f. Equipment containing hazardous liquid materials shall be stored on impervious surfaces or plastic ground covers to prevent any spills or leakage from contaminating the ground and at least 50 feet outside the delineated boundary of jurisdictional water features.				

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	g. Any spillage of material shall be stopped if it can be done safely. The contaminated area shall be cleaned, and any contaminated materials properly disposed. For all spills, the project foreman or designated environmental representative shall be notified.				
#7	**BIO-7:** If the Project does not impact the Lateral 24.2 canal by using the jack and bore method to install the pipeline underneath the canal, prior to commencing activities at the canal, the Project developer/contractor shall obtain an Encroachment Permit from the USBR. A copy of that approved permit, or communication from the USBR indicating a permit is not required, shall be submitted to the lead agency before the work commences.	Prior to ground disturbance	Project contractor, Project developer, Lead Agency		
		Steps to Compliance: A. The Project proponents shall receive an approved encroachment permit or evidence from USBR indicating no requirement shall be obtained. B. A copy of the approved permit or correspondence indicating no requirement shall be submitted to the lead agency to verify compliance.			
	Cultural Resources				
#8	**CUL-1:** If prehistoric or historic-era cultural materials are encountered during construction activities, all work within 50 feet of the find shall halt until a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologists, can evaluate the significance of the find and make recommendations. Cultural resource materials may include prehistoric resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified professional archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations may be required to mitigate adverse impacts from Project implementation. These additional studies may include avoidance, testing, and evaluation, or data recovery excavation.	During construction	Project contractor, Project developer, Lead Agency		
		Steps to Compliance: A. If necessary, work shall cease and the project proponent shall retain a qualified archaeologist and/or paleontologist to assess finds and recommended procedures. B. The qualified cultural resources specialist shall assess the significance of the find and determine next steps. C. A copy of the additional studies shall be submitted to the Lead Agency to verify compliance.			

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	If a potentially eligible resource is encountered, then the qualified professional archaeologist, the Lead Agency shall arrange for either, (1) total avoidance of the resource or (2) test excavations to evaluate eligibility and, if eligible, total data recovery. The determination shall be formally documented in writing and submitted to the Lead Agency as verification that the provisions for managing unanticipated discoveries have been met.				
#9	**MM CUL-2:** If human remains are discovered during construction or operational activities, further excavation or disturbance shall be prohibited pursuant to Section 7050.5 of the California Health and Safety Code. The specific protocol, guidelines, and channels of communication outlined by the Native American Heritage Commission, in accordance with Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code (Chapter 1492, Statutes of 1982, Senate Bill 297), and Senate Bill 447 (Chapter 44, Statutes of 1987), shall be followed. Section 7050.5(c) shall guide the potential Native American involvement, in the event of discovery of human remains, at the direction of the Tulare County Coroner. All reports, correspondence, and determinations regarding the discovery of human remains on the Project site shall be submitted to the City of Madera. According to the California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and willful disturbance of human remains is a felony (Section 7052).	During construction and operational activities	Project Operator, Lead Agency		
		Steps to Compliance: A. If necessary, work shall cease and the project proponent shall retain a qualified archaeologist to assess finds and recommended procedures. B. The qualified cultural resources specialist shall assess the significance of the find and determine next steps. C. The Lead Agency shall verify compliance.			
	Energy				
	No Mitigation required.				
	Geology and Soils				

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
#10	**GEO-1:** If any paleontological resources are encountered during ground disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist, as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or other appropriate facility regarding any discoveries of paleontological resources. If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations and fossil recovery may be required to mitigate adverse impacts from Project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects, or such effects must be mitigated. Construction in that area shall not resume until the resource appropriate measures are recommended or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of all correspondence and reports shall be submitted to the Lead Agency.	During ground disturbance activities	Project contractor, Project developer Lead Agency		
		Steps to Compliance: A. In the event that paleontological resources are encountered during ground disturbance activities, all work within 25 feet shall halt. B. If required, the project proponent shall contact the qualified paleontologist to assess the find. C. The operator shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. D. The Lead Agency shall verify compliance with the mitigation measure.			
	Greenhouse Gas Emissions				
	No Mitigation required.				
	Hazardous Materials				
	No Mitigation required.				

Mitigation Monitoring Program					
Impact	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	Hydrology and Water Quality				
	No mitigation required				
	Land Use and Planning				
	No Mitigation required.				
	Mineral Resources				
	No Mitigation required.				
	Noise				
	No Mitigation required.				
	Population and Housing				
	No Mitigation required.				
	Public Services				
	No Mitigation required.				
	Recreation				
	No Mitigation required.				
	Traffic and Transportation				
	No Mitigation is required.				
	Tribal Cultural Resources				
	Implement Mitigation Measures MM CUL-1 and MM CUL-2.				
	Utilities and Service Systems				
	No mitigation is required.				
	Wildfire				
	No Mitigation required.				

SECTION 5 - LIST OF PREPARERS

This document was prepared by QK's Environmental Planning group.

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SECTION 6 - REFERENCES

California Department of Conservation. (2022). *California Farmland Mapping and Monitoring Program*. Retrieved from California Important Farmland Finder: https://maps.conservation.ca.gov/DLRP/CIFF/

California Department of Forestry and Fire Protection. (2025). *Madera County, Local Responsibility Area Fire Hazard Severity Zones.*

California Department of Toxic Substances Control. (2025). *California Department of Toxic Substances Control, Envirorstor*. Retrieved from California Department of Toxic Substances Control, Envirorstor: https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=Search

California Department of Transportation. (2018). *California State Scenic Highway Systems Map*. Retrieved from Caltrans Scenic Highways: https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa

California Energy Commission. (2025). *California Energy Commission, Electricity Consumption*. Retrieved July 2025, from California Electricity Consumption Dashboard: https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/california-energy-consumption-dashboards-0

California Water Board. (2018). *Attachment A Linear Underground/ Overhead Requirements.* Retrieved from https://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_att_a.pdf

CalRecycle. (2025). *CalRecycle SWIS Facility/Site Summary*. Retrieved July 2025, from Fairmead Solid Waste Disposal Site (290-AA-0002): https://www2.calrecycle.ca.gov/SolidWaste/Site/Summary/1701

City of Madera. (2009). *City of Madera, General Plan.*

City of Madera. (2009). *City of Madera, General Plan Update Draft EIR.*

City of Madera. (2014). *City of Madera Water System Master Plan.*

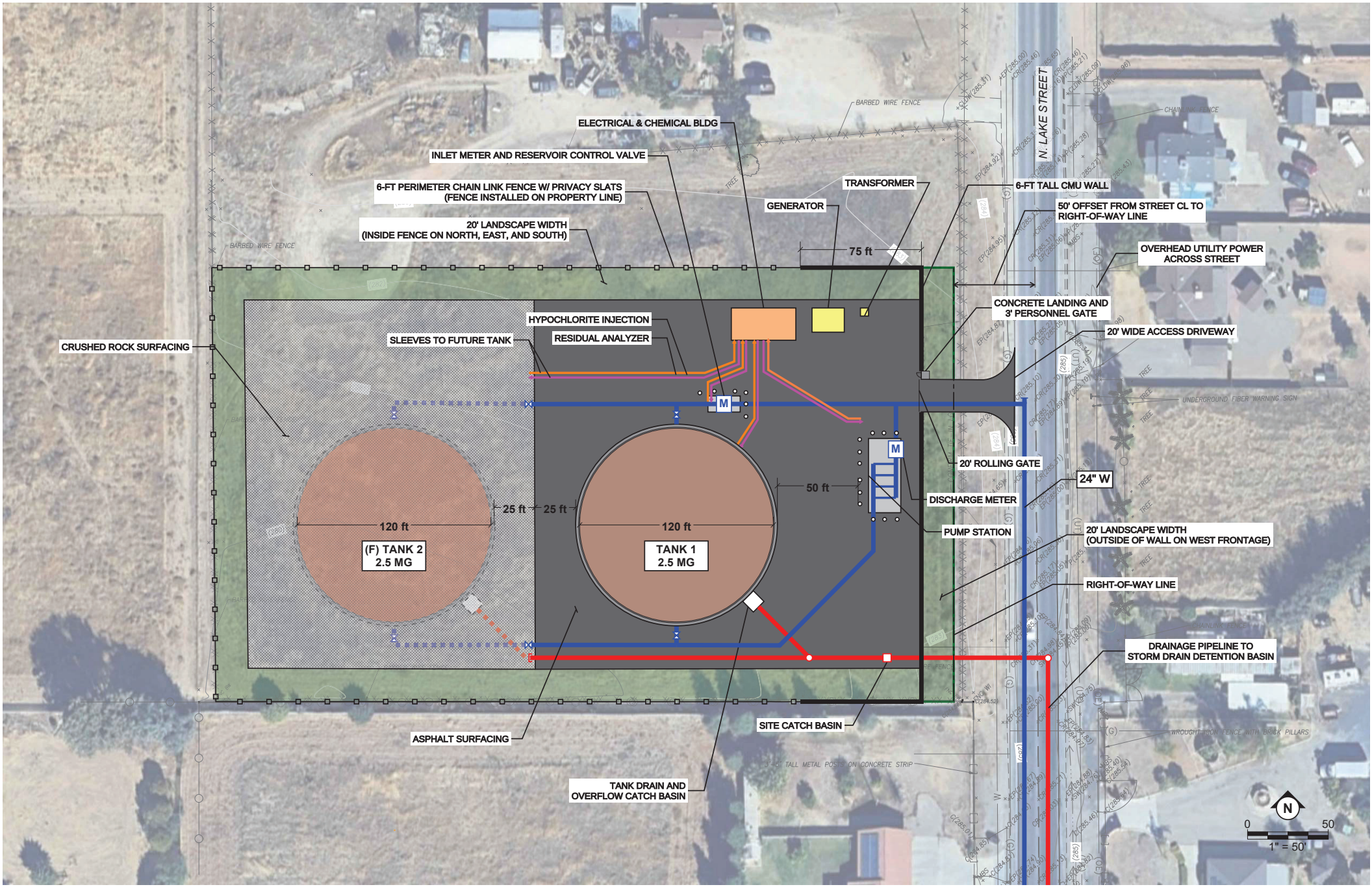
City of Madera. (2022). *City of Madera, Urban Water Management Plan 2020 Update.*

Cogstone. (2025). *Cultural Resources Assessment Report for the City of Madera Water Storage Tank, Pump Station and Transmission Main Project.*

Madera Police Department. (2024). *2024 Annual Report.* Retrieved from https://www.madera.gov/wp-content/uploads/2025/05/2024-Annual-report.pdf

QK. (2025a). *Focused Air Quality Study, City of Madera Water Tank and Pump Station Project.*

QK. (2025b). *Biological Assessment, Madera Water Storage Tank Project.*


ELECTRICAL & CHEMICAL BLDG
INLET METER AND RESERVOIR CONTROL VALVE
6-FT PERIMETER CHAIN LINK FENCE W/ PRIVACY SLATS
(FENCE INSTALLED ON PROPERTY LINE)
20' LANDSCAPE WIDTH
(INSIDE FENCE ON NORTH, EAST, AND SOUTH)
TRANSFORMER
GENERATOR
6-FT TALL CMU WALL
50' OFFSET FROM STREET CL TO
RIGHT-OF-WAY LINE
OVERHEAD UTILITY POWER
ACROSS STREET
75 ft
CONCRETE LANDING AND
3' PERSONNEL GATE
20' WIDE ACCESS DRIVEWAY
HYPOCHLORITE INJECTION
RESIDUAL ANALYZER
SLEEVES TO FUTURE TANK
CRUSHED ROCK SURFACING
20' ROLLING GATE
24" W
50 ft
DISCHARGE METER
25 ft
25 ft
120 ft
120 ft
(F) TANK 2
2.5 MG
TANK 1
2.5 MG
PUMP STATION
20' LANDSCAPE WIDTH
(OUTSIDE OF WALL ON WEST FRONTAGE)
RIGHT-OF-WAY LINE
DRAINAGE PIPELINE TO
STORM DRAIN DETENTION BASIN
SITE CATCH BASIN
ASPHALT SURFACING
TANK DRAIN AND
OVERFLOW CATCH BASIN
N. LAKE STREET
BARBED WIRE FENCE
CHAIN LINK FENCE
UNDERGROUND FIBER WARNING SIGN
WROUGHT IRON FENCE WITH BRICK PILLARS
3'-0" TALL METAL POSTS ON CONCRETE STRIP
N
0
50
1" = 50'

FOCUSED AIR QUALITY STUDY

CITY OF MADERA

WATER TANK AND PUMP STATION PROJECT

JULY 2025

FOCUSED AIR QUALITY STUDY

CITY OF MADERA
WATER TANK AND PUMP STATION PROJECT

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Project #180483

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SECTION 1 - EXECUTIVE SUMMARY

QK, Inc. (QK) has completed a Focused Air Quality Study (FAQS) for the City of Madera (City). The proposed Project is located in unincorporated Madera County and within the City of Madera Sphere of Influence (SOI). The Project is generally bounded by Lake Street to the east, Ellis Street to the south, and Martin Street to the north, The proposed water tanks and other infrastructure will be located on Assessor's Parcel Number (APN) 038-030-031. The water tank site is proposed to connect via a pipeline that will be placed within City of Madera right-of-way (ROW). The pipeline route will follow ROW south along Lake Street, west along Ellis Street, and northwest along Sharon Boulevard. This pipeline will connect to an existing well site located at APN 013-280-001.

The Project will include construction of water supply and distribution facilities to meet the demand conditions identified by hydraulic model demands and projections. Provisions for future facility expansion to meet Year 2044 and Year 2058 will be incorporated into the design documents. The initial phase (Phase 1) includes the development of a water storage tank and a pipeline connection to an existing water well site. The initial phase of this project should be sufficient to meet drinking water demands and fire protection requirements through 2043. To meet future system demands, Phase 2 and Phase 3 improvements will be incorporated into the preliminary design for the Years 2044 and 2058, respectively.

The proposed Project's construction would include the following criteria pollutant emissions: reactive organic gases (ROG), carbon monoxide (CO), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), and suspended particulate matter (PM_{10} and $PM_{2.5}$). Project operations would not generate air pollutant emissions over negligible amounts and were therefore not analyzed further in this analysis. Project construction activities would also generate greenhouse gas (GHG) emissions. Criteria and GHG emissions were estimated using the California Emissions Estimator Model (CalEEMod) version 2022.1.1.29 (California Air Pollution Control Officers Association (CAPCOA) 2024).

Based on the thresholds established by the SJVAPCD's GAMAQI, the emissions estimates prepared pursuant to this FAQS assessment do not exceed the SJVAPCD's established emissions significance thresholds for all CEQA air quality contaminants, therefore, this Project would not pose a significant impact to the San Joaquin Valley Air Basin and would have a less than significant air quality impact.

SECTION 2 - INTRODUCTION

2.1 - Purpose

This FAQS was prepared pursuant to the SJVAPCD's Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI) (SJVAPCD 2015), the California Environmental Quality Act (CEQA) (Public Resources Code 21000 to 21189) and the CEQA Guidelines (California Code of Regulations Title 14, Division 6, Chapter 3, Sections 15000 – 15387).

2.2 - General Project Description

The City of Madera (City) proposes the construction of water supply and distribution facilities to meet the demand conditions identified by hydraulic model demands and projections. Provisions for future facility expansion to meet Year 2044 and Year 2058 will be incorporated into the design documents. The initial phase (Phase 1) includes the development of a water storage tank and a pipeline connection to an existing water well site.

PHASE 1

Phase 1 includes the following major components:

- Water Storage Tank Site
    - Install a 2.5 mg prestressed concrete water storage tank outfitted with inlet and outlet piping at opposite ends of the tank to promote thorough tank mixing, tank overflow and drain piping compliant with Division of Drinking Water (DDW) requirements, mechanical mixer to further promote reservoir mixing, two access manways at the exterior of the tank for operations and maintenance access at ground level, roof access hatch and interior ladder, intrusion alarms on access manways and roof access hatch, level monitoring equipment, and a water sampling station.
    - A 3,500 gpm firm capacity booster pump station consisting of three 125 horsepower (hp) horizontal-split case booster pumps and associated equipment located on a concrete slab foundation. Space for a fourth identically sized pump will be provided for future expansion at a later phase.
    - New 30-inch drainage piping to convey tank overflow and drainage to the City-owned detention basin;
    - Perforated leak detection pipeline at the perimeter of the tank;
    - Above ground reservoir control valve assembly, including inlet flow meter;
    - Cement masonry unit (CMU) chemical and electrical building with two separate rooms dedicated to housing electrical and chemical equipment.
    - Onsite hypochlorite generation, storage, and feed equipment.
    - Water quality analyzers and four chemical injection/analysis points.
    - Electrical distribution equipment, service transformer, variable frequency drives (VFD), and programmable logic controller (PLC).

    - Standby generator sized for emergency operation all pumps and critical site equipment.
    - Asphalt pavement across approximately half of tank site with crushed rock across the remaining half of the site where future installation of a second tank is anticipated.
    - CMU wall at the North Lake Street frontage extending 75 feet along the north and south site limit.
    - Perimeter fencing around the remainder of the site.
    - Onsite fire hydrant, hose bibbs, and equipment washdown facilities.
    - Light fixtures with photocells and motion sensors in compliance with Title 24 requirements.
    - Provisions for future installation of security cameras.
- Water Distribution
    - Approximately 13,200 linear feet (LF) of 24-inch transmission main will connect the tank site to the City-owned Well 38. The transmission main will cross below a joint-use irrigation and drainage canal approximately 300 feet west of Ellis Street. The canal crossing will be approximately 200 linear feet and be completed via trenchless bore and jack construction.
- Phase 1 construction would take approximately 18 months to complete.

PHASE 2

Based on current projections, the initial phase of this project should be sufficient to meet drinking water demands and fire protection requirements through 2043. To meet future system demands, provisions for the following improvements have been incorporated to the preliminary design for the Year 2044 (Phase 2):

- Install an additional 2.5 mg prestressed concrete water storage tank that will be of similar dimensions, character, and configuration as the Phase 1 tank. Yard piping and valves will be installed under Phase 1 to facilitate construction of the future tank with both the Phase 1 tank and pump station remaining in service.
- Increase the firm pumping capacity to 7,000 gpm from 3,500 gpm. The 2044 capacity will be accomplished by adding an identically sized pump and VFD to the Phase 1 pumping station. The Phase 1 pumping station will be developed to accommodate Phase 2 pump equipment.
- Phase 2 construction would take approximately 6 months to complete.

PHASE 3

To meet additional future system demands, provisions for the following improvements have been incorporated into the preliminary design for the Year 2058 (Phase 3):

Future demand analysis will be required to confirm actual capacity expansion requirements; however, it is anticipated that the firm pumping capacity will be increased to 9,500 gpm.

Additionally, at the time of Phase 3 development, the pump station and equipment will be over 30 years old and may require replacement of existing pumps and equipment. Future equipment replacement may increase discharge capacity and meet future demands without complete pump replacement. Since Phase 3 improvements are unknown and will likely consist of replacing existing equipment, analysis of emissions was not conducted as part of this analysis.

This assessment examines the projected gross impact to air quality posed by this Project to the San Joaquin Valley Air Basin to determine whether or not the Project remains below established air quality thresholds of significance. **Figure 2-1** depicts the regional location and **Figure 2-2** depicts an aerial view of the Project location and **Figure 2-3** depicts the conceptual site plan.

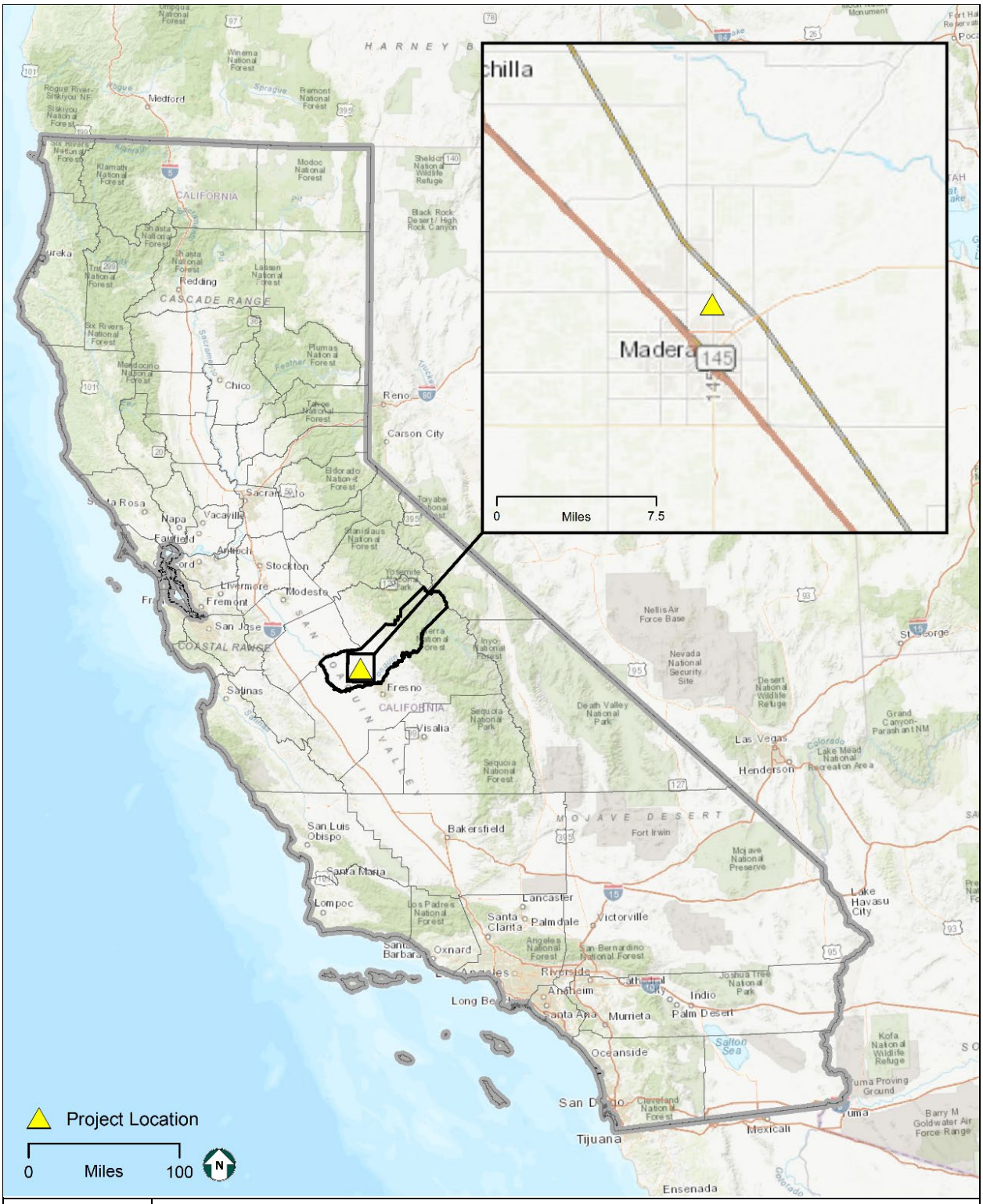

Figure 2-1
Regional Location

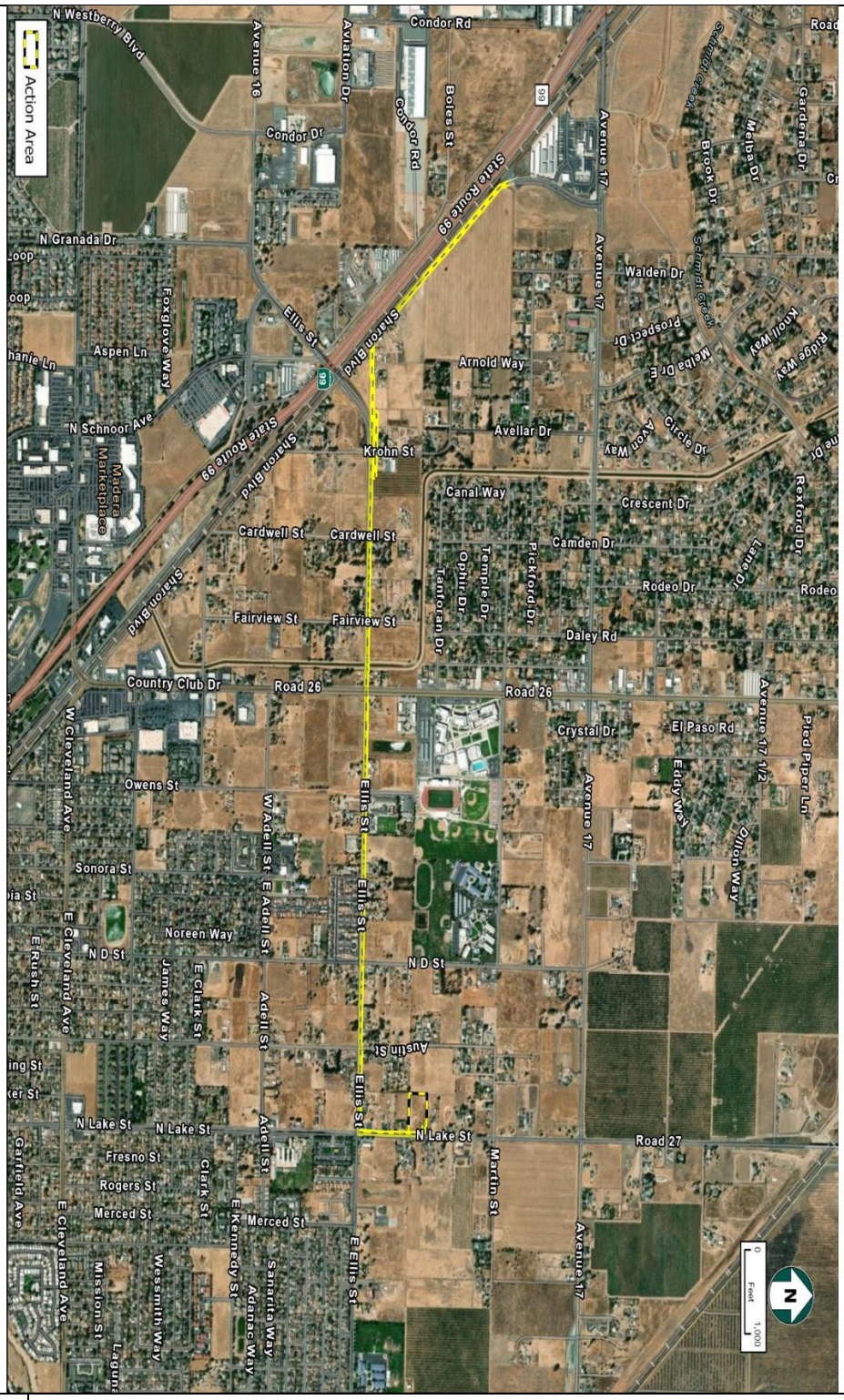

Figure 2-2
Project Location

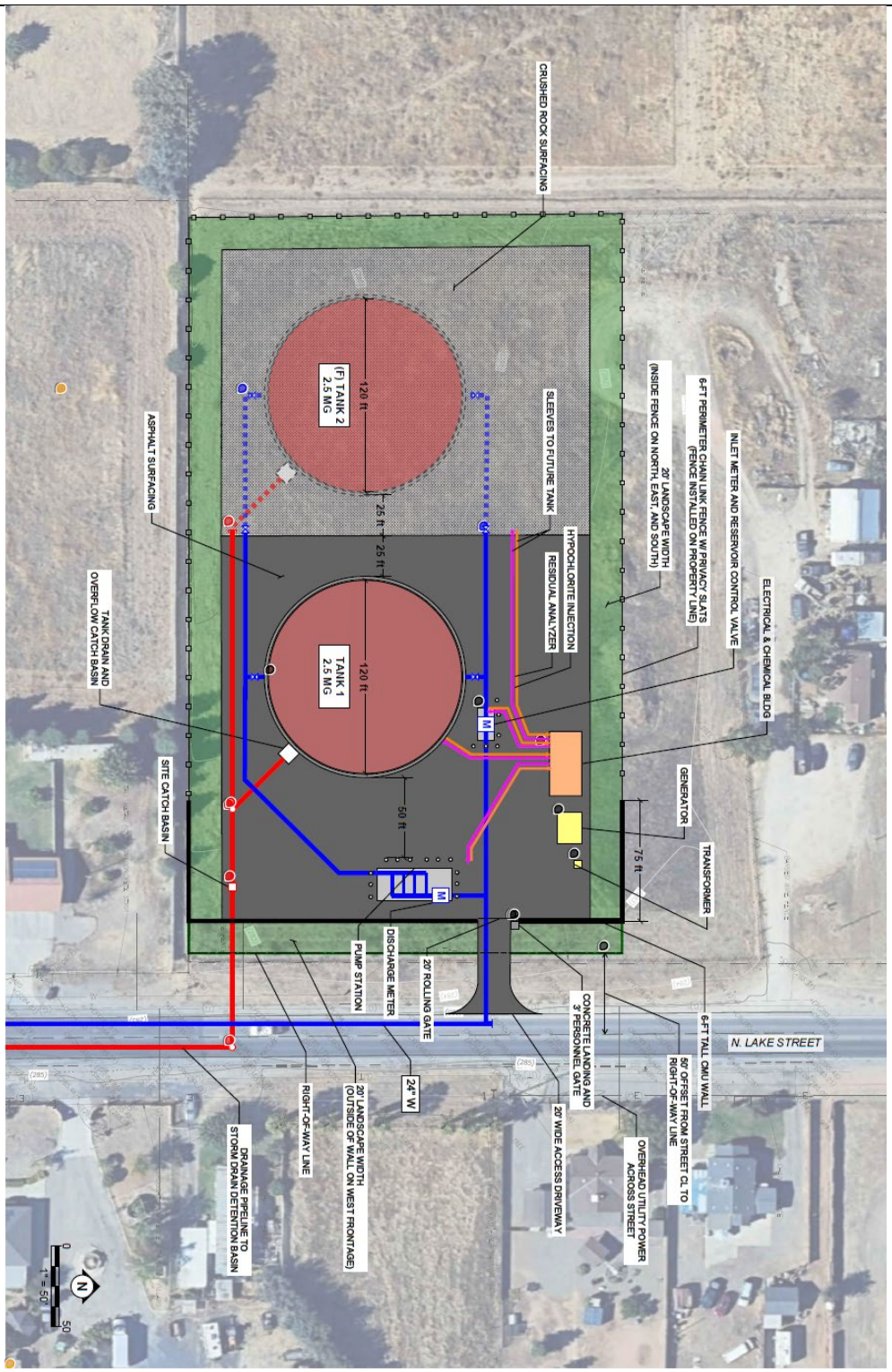

Figure 2-3
Facility Site Plan

SECTION 3 - IMPACT ASSESSMENT

3.1 - Significance Criteria

utilizes the CEQA and the SJVAPCD's GAMAQI to determine the significance thresholds for the proposed Project.

A potentially significant impact to air quality, as defined by the CEQA Appendix G Environmental Checklist Form (not included herein), would occur if the project caused one or more of the following to occur:

- Conflict with or obstruct implementation of the applicable air quality plan;
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard;
- Expose sensitive receptors to substantial pollutant concentrations; and/or
- Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

The SJVAPCD has established emission thresholds in their GAMAQI to determine whether a project would create any potential air quality impacts that would require further analysis in an Environmental Impact Report (EIR). The SJVAPCD air quality thresholds from GAMAQI are presented in **Table 3-1** (SJVAPCD 2015).

Table 3-1
SJVAPCD CEQA Thresholds of Significance

Criteria Pollutant	Construction Emissions	Significance Level Operational Permitted Emissions	Operational Non-Permitted Emissions
CO	100 tons/yr	100 tons/yr	100 tons/yr
NOx	10 tons/yr	10 tons/yr	10 tons/yr
ROG	10 tons/yr	10 tons/yr	10 tons/yr
SOx	27 tons/yr	27 tons/yr	27 tons/yr
PM_{10}	15 tons/yr	15 tons/yr	15 tons/yr
$PM_{2.5}$	15 tons/yr	15 tons/yr	15 tons/yr

Source: SJVAPCD 2015.

3.1.1 - THRESHOLD FOR AMBIENT AIR QUALITY IMPACTS

CEQA Guidelines – Appendix G (Environmental Checklist) states that a project that would "*violate any air quality standard or contribute substantially to an existing or projected air quality violation*" would be considered to create significant impacts on air quality. Therefore, an ambient air quality analysis should determine whether the emissions from a project

would cause or contribute significantly to violations of the NAAQS or CAAQS when added to existing ambient concentrations.

Table 3-2
Federal and California Standards

Pollutant	Averaging Time	NAAQS	CAAQS
		Concentration	
O_3	8-hour	0.070 ppm (137 µg/m³)[a]	0.070 ppm (137 µg/m³)
	1-hour		0.09 ppm (180 µg/m³)
CO	8-hour	9 ppm (10 µg/m³)	9 ppm (10 µg/m³)
	1-hour	35 ppm (40 µg/m³)	20 ppm (23 µg/m³)
NO_2	Annual Average	53 ppb (100 µg/m³)	0.030 ppm (57 µg/m³)
	1-Hour	100 ppb (188.68 µg/m³)	0.18 ppm (339 µg/m³)
SO_2	3-Hour	0.5 ppm (1,300 µg/m³)	
	24 Hour	0.14 ppm (365 µg/m³)	0.04 ppm (105 µg/m³)
	1-Hour	75 ppb (196 µg/m³)	0.25 ppm (655 µg/m³)
Particulate Matter (PM_{10})	Annual Arithmetic Mean		20 µg/m³
	24-Hour	150 µg/m³	50 µg/m³
Fine Particulate Matter ($PM_{2.5}$)	Annual Arithmetic Mean	12 µg/m³	12 µg/m³
	24-Hour	35 µg/m³	
Sulfates	24-Hour		25 µg/m³
Pb[d]	Rolling Three-Month Average	0.15 µg/m³	
	30 Day Average		1.5 µg/m³
H_2S	1-Hour		0.03 ppm (42 µg/m³)
Vinyl Chloride (chloroethene)	24-Hour		0.010 ppm (26 µg/m³)
Visibility Reducing particles	8 Hour (1000 to 1800 PST)		[b]

ppm = parts per million
ppb = parts per billion
mg/m³ = milligrams per cubic meter
µg/m³ = micrograms per cubic meter

Source: CARB 2024
a. On October 1, 2015, the national 8-hour ozone primary and secondary standards were lowered from 0.075 to 0.070 ppm
b. In 1989, CARB converted both the general statewide 10-mile visibility standards and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the statewide and Lake Tahoe Air Basin standards, respectively.

3.1.2 - THRESHOLDS FOR HAZARDOUS AIR POLLUTANTS

The SJVAPCD's Guidelines state that a project result in a significant impact if it exceeds that District's health risk notification thresholds presented in **Table 3-3**.

Table 3-3
Measures of Significance – Toxic Air Contaminants

Agency	Level	Description
Significance Thresholds Adopted for the Evaluation of Impacts Under CEQA		
SJVAPCD	Carcinogens	Maximally Exposed Individual risk **equals or exceeds** 20 in one million.
	Non-Carcinogens	**Acute**: Hazard Index **equals or exceeds** 1.0 for the Maximally Exposed Individual. **Chronic**: Hazard Index **equals or exceeds** 1.0 for the Maximally Exposed Individual.

Source: SJVAPCD 2015

3.1.3 - GLOBAL CLIMATE CHANGE THRESHOLDS OF SIGNIFICANCE

On December 17, 2009, SJVAPCD adopted Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA (SJVAPCD 2009); which outlined the SJVAPCD's methodology for assessing a project's significance for GHGs under CEQA. The following criteria was outlined in the document to determine whether a project could have a significant impact:

- Projects determined to be exempt from the requirements of CEQA would be determined to have a less than significant individual and cumulative impact for GHG emissions and would not require further environmental review, including analysis of project specific GHG emissions. Projects exempt under CEQA would be evaluated consistent with established rules and regulations governing project approval and would not be required to implement BPS.
- Projects complying with an approved GHG emission reduction plan or GHG mitigation program which avoids or substantially reduces GHG emissions within the geographic area in which the project is located would be determined to have a less than significant individual and cumulative impact for GHG emissions. Such plans or programs must be specified in law or approved by the lead agency with jurisdiction over the affected resource and supported by a CEQA compliant environmental review document adopted by the lead agency. Projects complying with an approved GHG emission reduction plan or GHG mitigation program would not be required to implement BPS.
- Projects implementing Best Performance Standards would not require quantification of project specific GHG emissions. Consistent with CEQA Guidelines, such projects would be determined to have a less than significant individual and cumulative impact for GHG emissions.
- Projects not implementing Best Performance Standards would require quantification of project specific GHG emissions and demonstration that project specific GHG emissions

would be reduced or mitigated by at least 29%, compared to Business-as-Usual (BAU), including GHG emission reductions achieved since the 2002-2004 baseline period. Projects achieving at least a 29% GHG emission reduction compared to BAU would be determined to have a less than significant individual and cumulative impact for GHG.

- Notwithstanding any of the above provisions, projects requiring preparation of an Environmental Impact Report for any other reason would require quantification of project specific GHG emissions. Projects implementing BPS or achieving at least a 29% GHG emission reduction compared to BAU would be determined to have a less than significant individual and cumulative impact for GHG.

The County of Madera nor the City of Madera has developed specific thresholds for GHGs. The SJVAPCD has developed thresholds to determine significance of a proposed project – either implement Best Performance Standards or achieve a 29% reduction from BAU (a specific numerical threshold). However, the SJVAPCD has established their BAU and baseline emissions based on the years 2002-2004 and 2020, respectively. Since the 2020 projected baseline has passed no new guidance has been approved for determining BAU and projected baseline for the next target year. Therefore, the 29% reduction from BAU cannot be applied to the subject Project in order to determine significance. Additionally, a Best Performance Standards threshold has not been established. For this Project, compliance with locally adopted climate plans will be used to determine level of significance for GHG. Therefore, the GHG analysis for this Project follows the suggestions from the Court's ruling on the Newhall Ranch development project in order to determine significance using the project design features.

3.2 - Project Related Emissions

A cursory review of the Project emissions was conducted to demonstrate that it would not exceed established air quality emissions thresholds, pursuant to the SJVAPCD's GAMAQI.

3.2.1 - SHORT-TERM EMISSIONS

Short-term emissions are primarily from the construction of a project and would have temporary impacts on air quality.

CalEEMod was used to estimate emissions from construction worker vehicles and on-site construction equipment. CalEEMod default construction schedule and equipment was used to estimated Project emissions.

Adjustments to the CalEEMod default values were as follows:

- Land use lot acreage was adjusted to match the Project description;
- Construction timeline, equipment and trips were adjusted to match the anticipated schedule; and
- The demolition Phase was removed.

Even though unmitigated emissions would be less than the air quality thresholds, the Project also must comply with required SJVAPCD's mitigation measures to limit fugitive dust emissions. The following mitigation measures were applied in CalEEMod resulting in Mitigated emissions shown in Table 3-4:

- Water exposed area 3 times per day; and
- Reduce vehicle speed on unpaved roads.

Table 3-4 presents the Project's short-term emissions and demonstrated that the Project's construction activities would not exceed construction significance thresholds. Therefore, construction emissions were found to be less than significant, and no further evaluation is required. Emission calculations are available in **Appendix A**.

Table 3-4
Short-Term Project Emissions

Emissions Source	Pollutant (tons/year)					
	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
2025	0.05	0.42	0.46	<0.005	0.06	0.04
2026	0.12	0.87	1.36	<0.005	0.07	0.04
2027	0.06	0.49	0.81	<0.005	0.04	0.03
Significance Threshold	25	25	NA	27	15	15
Is Threshold Exceeded After Mitigation?	No	No	No	No	No	No

Source: QK 2025

3.2.2 - LONG-TERM OPERATIONAL EMISSIONS

Long-term emissions are caused by operational mobile sources and area source emissions from the Project. The Project is the construction of a water tank and pump station and will not result in an increase of any operational emission sources above a negligible level. Therefore, operational emissions were found to be less than significant, and no further evaluation is required.

3.2.3 - GREENHOUSE GAS EMISSIONS

The Project's greenhouse gas (GHG) emissions are primarily from construction equipment source activities and operational mobile and energy sources. Not all GHGs exhibit the same ability to induce climate change; as a result, GHG contributions are commonly quantified as carbon dioxide equivalents (CO_2e) (see **Appendix A**). The proposed Project's operational CO_2e emissions were estimated using CalEEMod. These emissions are summarized in **Table 3-5**.

Table 3-5
Estimated Annual GHG Emissions (MT/Year)

Source	CO_2	CH_4	N_2O	CO_2e
Total Construction Emissions	596	0.02	0.02	601

In the decade after SJVAPCD adopted their Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA, several new laws and executive orders were adopted that require additional reductions in years after 2020. For instance, Senate Bill 32 requires that GHG emissions be 40% less than 1990 levels by 2030. More drastic still, Senate Bill 100 which was signed by the Governor recently requires 100% zero-carbon electricity by 2045. On the day SB 100 was signed into law, the Governor also signed Executive Order B-55-18 which commits California to total, economy-wide carbon neutrality by 2045. Clearly, the 2009 Guidance may be somewhat inadequate in producing a meaningful comparison by today's standards which propose a grand vision that, if achieved, would fundamentally change how business is conducted and citizens live in the State. Thus, as discussed in the most recent updates to the Scoping Plan, objectives of the Scoping Plan affect all sectors of the economy and it no longer makes sense to evaluate GHG emissions on a project-level.

For these reasons, Project GHG emissions levels presented in **Table 3-5** are primarily for disclosure purposes. The Project's largest contributors to GHG emissions are from construction activities. Transportation fuels are, in effect, regulated by requiring providers and importers of fuel to participate in the GHG Cap-and-Trade Program and other Programs (e.g., low carbon fuel standard, renewable portfolio standard, etc.). Each sector-wide program exists within the framework of AB 32 and its descendant laws the purpose of which is to achieve GHG emissions reductions consistent with the AB 32 Scoping Plan.

The Project would generate GHGs from combustion of gasoline/diesel fuels, each of which is regulated near the top of the supply-chain. As such, each consumer in California (including those creating emissions of this Project) will have no choice but to purchase fuels produced in a way that is acceptable to the California market. Thus, Project GHG emissions will be consistent with the relevant plan (i.e., AB 32 Scoping Plan). The Project would meet its fair share of the cost to mitigate the cumulative impact of global climate change based on fuel purchases from the California market. Thus, consumers of transportation fuels are in effect regulated by higher level emissions restrictions on the producers of these sources. Therefore, the Project would have a less than significant impact on applicable GHG reduction plans and the Project's contribution to cumulative global climate change impacts would not be cumulatively considerable.

3.3 - Potential Impacts on Sensitive Receptors

Sensitive receptors are defined as locations where young children, chronically ill individuals, the elderly, or people who are more sensitive than the general population reside, such as schools, hospitals, nursing homes, and daycare centers. The nearest residential sensitive

receptor to the proposed Project are located adjacent to the north, south and east of the Project site.

The closest schools are James Monroe Elementary School and Nishimoto Elementary School located 0.30 miles south and west, respectively, of the Project site. The closest hospital is the Madera Hospital located 3.23 miles south and the closest assisted living facility is Madera Senior Center located 0.78 miles to the south. The nearest daycare facility is Mis Angelitos Migrant Head Start located 0.46 miles to the southwest of the Project.

Based on the predicted operational emissions and activity types, the proposed Project is not expected to affect any on-site or off-site sensitive receptors and is not expected to have any adverse impacts on any known sensitive receptor

3.4 - Potential Impacts to Visibility to Nearby Class 1 Areas

Visibility impact analyses are intended for stationary sources of emissions which are subject to the PSD requirements in 40 CFR Part 60; they are not usually conducted for area sources. Under the PSD program, all international parks, national wilderness areas and national memorial parks that exceed 5,000 acres, and of national parks that exceed 6,000 acres are designated as mandatory federal Class I areas which are provided visibility protection under the Clean Air Act. Because the Project's PM10 emissions increases are predicted to be less than the PSD threshold levels, an impact at any Class 1 area or military/airspace operation within 100 kilometers of the Project is extremely unlikely. Therefore, based on the Project's predicted less-than significant PM10 emissions, the Project would be expected to have a *less than significant impact* to visibility at any Class 1 area or military/airspace operation.

3.5 - Predicted Health Impacts

Projects are considered for potential health risks wherein a new or modified source of Hazardous Air Pollutants (HAPs) is proposed for a location near an existing residential area or other sensitive receptor when evaluating potential impacts related to HAPs.

The proposed Project would result in emissions of Hazardous Air Pollutants (HAPs) during construction and would be located near existing residents; therefore, an assessment of the potential risk to the population attributable to emissions of hazardous air pollutants from the proposed Project is required.

To predict the potential health risk to the population attributable to emissions of HAPs from the proposed Project, ambient air concentrations were predicted with dispersion modeling to arrive at a conservative estimate of increased individual carcinogenic risk that might occur as a result of continuous exposure over the construction period for construction emissions. Similarly, predicted concentrations were used to calculate non-cancer chronic and acute hazard indices, which are the ratio of expected exposure to acceptable exposure. The basis for evaluating potential health risks is the identification of sources with increased HAPs. HAP emissions from anticipated on-site construction activities were evaluated.

Health risk is determined using the Hotspots Analysis and Reporting Program (HARP) software distributed by the CARB. HARP2 requires peak 1-hour emission rates and annual-averaged emission rates for all pollutants for each modeling source. The assumptions used to calculate the emission rates for the proposed Project are outlined below.

The most recent version of EPA's AMS/EPA Regulatory Model – AERMOD (recompiled for the Lakes ISC-AERMOD View) was used to predict the dispersion of emissions from the proposed Project. The analysis employed all of the regulatory default AERMOD model keyword parameters, including elevated terrain options.

Diesel combustion emissions from diesel on-site construction equipment were modeled as an area source for on-site construction activity on the property. Diesel particulate matter was calculated using CalEEMod for on-site construction. A unit emission rate of one gram/second (g/sec) was input to AERMOD for each source.

A fenceline discrete receptor grid was placed around the Project site in order to evaluate residences and businesses within close proximity of the Project site. A three-tier grid was used with 25-meter fenceline spacing. The first tier extended 100 meters with 25-meter tier spacing, the second tier extended an additional 200 meters with 50 meter tier spacing and the third tier extended another 400 meters with a tier spacing of 100 meters. A total of 4,695 discrete off-site receptors were analyzed. Elevated terrain options were employed even though there is not complex terrain in the Project area. The 7.5-minute DEM terrain data for Kismet, CA and Madera, CA, were processed with AERMAP to identify elevations for the proposed Project.

SJVAPCD-provided AERMET processed meteorological datasets for the Madera monitoring station, calendar years 2018 through 2022 were input to AERMOD (SJVAPCD, 2025d). This was the most recent available dataset available at the time the modeling was conducted. Rural dispersion parameters were used because the operation and the majority of the land surrounding the facility are considered "rural" under the Auer land use classification method (Auer, 1978).

Plot files generated by AERMOD were uploaded to the Air Dispersion Modeling and Risk Assessment Tool (ADMRT) program in the Hotspots Analysis and Reporting Program Version 2 (HARP2) (CARB, 2015). ADMRT post-processing was used to assess the potential for excess cancer risk and chronic and acute non-cancer effects using the most recent health effects data from the California EPA Office of Environmental Health Hazard Assessment (OEHHA) using the OEHHA Derived Method. HARP2 site parameters were set for the mandatory minimum pathways of inhalation, homegrown gardens, soil ingestion, dermal, and mother's milk. The non-inhalation pathways used a deposition rate of 0.02 m/s along with all other default parameters. Risk reports were generated using the derived OEHHA analysis method for carcinogenic risk and non-carcinogenic chronic and acute risk. Site parameters are included in the HARP2 output files. Total cancer risk was predicted for the inhalation pathway at each receptor. A hazard index was computed for chronic non-cancer health effects for each applicable endpoint and each receptor. A hazard index for acute non-

cancer health effects was not computed since DPM does not have a risk exposure level for acute risk.

SJVAPCD has set the level of significance for carcinogenic risk at twenty in one million, which is understood as the possibility of causing 20 additional cancer cases in a population of one million people. The level of significance for chronic non-cancer risk is a hazard index of 1.0. All receptors were modeled with a 2-year exposure for construction activities.

The carcinogenic risk and the health hazard index (HI) for chronic non-cancer risk at the point of maximum impact (PMI) do not exceed the significance levels of twenty in one million (20 x 10-6) and 1.0, respectively for the proposed Project. The PMIs are identified by receptor location and risk and are provided in **Table 3-6**. The electronic AERMOD and HARP2 output files are provided in **Appendix B**.

Table 3-6
Potential Maximum Impacts Predicted by HARP

	Cancer Risk	Chronic Hazard Index
Total Construction	11.42E-06	6.68E-03
SJVAPCD Threshold	20.0E-06	1.0
Exceedance?	No	No
Receptor #	4361	4361
UTM Easting (m)	762021.86	762021.86
UTM Northing (m)	4097727.45	4097727.45

Note: UTM = Universal Transverse Mercator

As shown above in **Table 3-6**, the maximum predicted cancer risk for the proposed Project is 11.42E-06. The maximum chronic non-cancer hazard index for the proposed Project is 6.68E-03. Since the PMI remained below the significance threshold for cancer and chronic risk, this Project would not have an adverse effect to any of the surrounding communities.

The potential health risk attributable to the proposed Project is determined to be *less than significant* based on the following conclusions:

1. Potential carcinogenic risk from the proposed Project is below the significance level of twenty in a million at each of the modeled receptors; and
2. The hazard index for the potential chronic non-cancer risk from the proposed Project is below the significance level of 1.0 at each of the modeled receptors.
3. The hazard index for the potential acute non-cancer risk was not calculated since there is no acute risk associated with DPM emission; therefore, the proposed Project is considered below the significance level.

Therefore, potential risk to the population attributable to emissions of HAPs from the proposed Project would be less than significant.

3.6 - Odor Impacts and Mitigation

An evaluation is typically conducted for both of the following situations: 1) a potential source of objectionable odors is proposed for a location near existing sensitive receptors, and 2) sensitive receptors are proposed to be located near an existing source of objectionable odors. The criteria for this evaluation are based on the Lead Agency's determination of the proximity to one another of the proposed project and the sensitive receptors. A sensitive receptor is a location where human populations, especially children, senior citizens and sick persons, are present, and where there is a reasonable expectation of continuous human exposure to pollutants, according to the averaging period for ambient air quality standards, i.e. the 24-hour, 8-hour or 1-hour standards. Commercial and industrial sources are not considered sensitive receptors.

The proposed Project is not considered a source of objectionable odors or odorous compounds. Furthermore, there does not appear to be any significant source of objectionable odors in close proximity that may adversely impact the project site when it is in operation. As such, the proposed project will not be a source of any odorous compounds nor will it likely be impacted by any odorous source.

3.7 - Impacts to Ambient Air Quality

An ambient air quality analysis, when required, determines if a proposed project has the potential to cause a violation of the ambient air quality standards or a substantial contribution to an existing or projected air quality standard. As stated in the of GAMAQI (2015, p 96-97), SJVAPCD has developed screening levels for requiring an Ambient Air Quality Analysis (AAQA). The SJVAPCD recommends that an AAQA be performed for all criteria pollutants when emissions of any criteria pollutant resulting from project construction or operational activities exceed the 100 pounds per day screening level, after compliance with Rule 9510 requirements and implementation of all enforceable mitigation measures.

As demonstrated in *Sections 3.2.1 Short Term Operational Emissions and 3.2.2 Long Term Operational Emissions*, the Project's potential increase to any criteria pollutant's average daily emissions for construction and operational activities associated with this Project would not exceed 100 pounds per day. Therefore, an AAQA is not required for this Projectject.

3.8 - Cumulative Impacts

Cumulative impacts were also evaluated; however, cumulative emissions were not quantified because no other tentative projects were found within a one-mile radius of the Proposed Project that provided enough project detail information to accurately estimate emissions. Owing to the inherently cumulative nature of air quality impacts, the threshold for whether a project would make a cumulatively considerable contribution to a significant cumulative impact is currently based on whether the proposed Project would exceed established project-level thresholds. As such, a qualitative evaluation of the cumulative projects supports a finding that the Project's contribution would not be cumulatively

considerable because the proposed Project's incremental emissions increase would be less than significant.

SECTION 4 - CONCLUSIONS

Based on the criteria established by the SJVAPCD's GAMAQI, the proposed Project does not meet the minimum standards to require a full Air Quality Impact Analysis. Furthermore, the Project as proposed would not exceed the SJVAPCD's criteria air pollutant emission levels and would generate *less than significant air quality impacts*.

SECTION 5 - REFERENCES

California Air Pollution Control Officers Association (CAPCOA). 2024. California Emissions Estimator Model tm (CalEEMod), version 2022.1.1.28

----------. 2016. "Air Toxic Hot Spots" Facility Prioritization Guidelines, Revised 2016. Final August 2016 http://www.capcoa.org/wp-content/uploads/2016/08/CAPCOA%20Prioritization%20Guidelines%20-%20August%202016%20FINAL.pdf

California Air Resources Board (CARB). 2015. Hotspots Analysis and Reporting Program (HARP2) User Guide. https://ww2.arb.ca.gov/sites/default/files/classic//toxics/harp/docs2/harp2admrtuserguide.pdf.

--------. 2024. "Ambient Air Quality Standards." July 22, 2024. https://ww2.arb.ca.gov/sites/default/files/2024-08/AAQS%20Table_ADA_FINAL_07222024.pdf

California Environmental Quality Act (CEQA). 2024. (Public Resources Code 21000 - 21189) and CEQA Guidelines (California Code of Regulations Title 14, Division 6, Chapter 3, Sections 15000 – 15387).

---------. 2024. CEQA, Appendix G – Environmental Checklist Form, Final Text.

San Joaquin Valley Air Pollution Control District (SJVAPCD). 2020. Small Project Analysis Level (SPAL). November 13, 2020. http://www.valleyair.org/transportation/CEQA%20Rules/GAMAQI-SPAL.PDF

----------. 2015. Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI). March 19, 2015. http://www.valleyair.org/transportation/GAMAQI_3-19-15.pdf

----------. 2009. Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA. December 17, 2009. http://www.valleyair.org/Programs/CCAP/12-17-09/1%20CCAP%20-%20FINAL%20CEQA%20GHG%20Staff%20Report%20-%20Dec%2017%202009.pdf

----------. 2024. Air Monitoring Location Map. http://valleyair.org/aqinfo/air-monitoring.htm

----------. 2023. Meteorological Datasets for Madera 2018-2022. https://ww2.valleyair.org/permitting/air-dispersion-modeling/meteorological-data-zip-files/.

APPENDIX A

PROJECT EMISSION CALCULATIONS

Madera Water Tanks Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Madera Water Tanks
Construction Start Date	10/1/2025
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.90
Precipitation (days)	16.4
Location	36.989601617396445, -120.0568041111288
County	Madera
City	Unincorporated
Air District	San Joaquin Valley APCD
Air Basin	San Joaquin Valley
TAZ	2563
EDFZ	5
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.29

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
User Defined Industrial	1.00	User Defined Unit	10.7	800	27,319	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.20	1.03	7.16	10.3	0.02	0.27	0.34	0.61	0.25	0.08	0.33	—	2,372	2,372	0.08	0.07	1.78	2,397
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.97	2.50	21.8	22.4	0.05	0.94	2.22	3.17	0.87	0.95	1.82	—	5,638	5,638	0.22	0.08	0.05	5,664
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.79	0.67	4.79	7.47	0.02	0.18	0.25	0.39	0.17	0.11	0.22	—	1,852	1,852	0.07	0.05	0.51	1,870
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.14	0.12	0.87	1.36	< 0.005	0.03	0.05	0.07	0.03	0.02	0.04	—	307	307	0.01	0.01	0.08	310

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	1.20	1.03	7.16	10.3	0.02	0.27	0.34	0.61	0.25	0.08	0.33	—	2,372	2,372	0.08	0.07	1.78	2,397

Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	2.97	2.50	21.8	22.4	0.05	0.94	2.22	3.17	0.87	0.95	1.82	—	5,638	5,638	0.22	0.07	0.05	5,664
2026	1.18	1.00	7.21	11.7	0.03	0.27	0.34	0.61	0.25	0.08	0.33	—	3,312	3,312	0.12	0.08	0.05	3,339
2027	0.87	0.73	4.81	11.6	0.03	0.19	0.17	0.36	0.18	0.04	0.22	—	3,302	3,302	0.12	0.08	0.03	3,329
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	0.32	0.27	2.31	2.53	0.01	0.10	0.25	0.35	0.09	0.11	0.20	—	583	583	0.02	0.01	0.08	587
2026	0.79	0.67	4.79	7.47	0.02	0.18	0.21	0.39	0.17	0.05	0.22	—	1,852	1,852	0.07	0.05	0.51	1,870
2027	0.14	0.12	0.78	1.82	< 0.005	0.03	0.03	0.06	0.03	0.01	0.04	—	481	481	0.02	0.01	0.08	486
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	0.06	0.05	0.42	0.46	< 0.005	0.02	0.05	0.06	0.02	0.02	0.04	—	96.6	96.6	< 0.005	< 0.005	0.01	97.2
2026	0.14	0.12	0.87	1.36	< 0.005	0.03	0.04	0.07	0.03	0.01	0.04	—	307	307	0.01	0.01	0.08	310
2027	0.03	0.02	0.14	0.33	< 0.005	0.01	< 0.005	0.01	0.01	< 0.005	0.01	—	79.7	79.7	< 0.005	< 0.005	0.01	80.4

3. Construction Emissions Details

3.1. Site Preparation (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.33	1.12	10.2	10.5	0.02	0.46	—	0.46	0.42	—	0.42	—	1,893	1,893	0.08	0.02	—	1,899

Dust From Material Movement	—	—	—	—	—	—	1.70	1.70	—	0.88	0.88	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.08	0.07	0.64	0.66	< 0.005	0.03	—	0.03	0.03	—	0.03	—	119	119	< 0.005	< 0.005	—	120
Dust From Material Movement	—	—	—	—	—	—	0.11	0.11	—	0.06	0.06	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.12	0.12	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	19.7	19.7	< 0.005	< 0.005	—	19.8
Dust From Material Movement	—	—	—	—	—	—	0.02	0.02	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.15	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	25.4	25.4	< 0.005	< 0.005	< 0.005	25.8

Vendor	0.01	< 0.005	0.19	0.06	< 0.005	< 0.005	0.04	0.05	< 0.005	0.01	0.01	—	159	159	< 0.005	0.02	0.01	166
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.66	1.66	< 0.005	< 0.005	< 0.005	1.68
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	10.0	10.0	< 0.005	< 0.005	0.01	10.5
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.27	0.27	< 0.005	< 0.005	< 0.005	0.28
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.66	1.66	< 0.005	< 0.005	< 0.005	1.73
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Grading (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.91	2.45	21.6	21.9	0.05	0.94	—	0.94	0.87	—	0.87	—	5,415	5,415	0.22	0.04	—	5,434
Dust From Material Movement	—	—	—	—	—	—	2.12	2.12	—	0.92	0.92	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.16	0.13	1.18	1.20	< 0.005	0.05	—	0.05	0.05	—	0.05	—	297	297	0.01	< 0.005	—	298
Dust From Material Movement	—	—	—	—	—	—	0.12	0.12	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.22	0.22	< 0.005	0.01	—	0.01	0.01	—	0.01	—	49.1	49.1	< 0.005	< 0.005	—	49.3
Dust From Material Movement	—	—	—	—	—	—	0.02	0.02	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.05	0.04	0.39	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	63.6	63.6	< 0.005	< 0.005	0.01	64.6
Vendor	0.01	< 0.005	0.19	0.06	< 0.005	< 0.005	0.04	0.05	< 0.005	0.01	0.01	—	159	159	< 0.005	0.02	0.01	166
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.60	3.60	< 0.005	< 0.005	0.01	3.66

Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	8.72	8.72	< 0.005	< 0.005	0.01	9.11
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.60	0.60	< 0.005	< 0.005	< 0.005	0.61
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.44	1.44	< 0.005	< 0.005	< 0.005	1.51
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.5. Facility Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.99	0.83	7.09	8.59	0.02	0.29	—	0.29	0.27	—	0.27	—	1,781	1,781	0.07	0.01	—	1,787
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.05	0.43	0.52	< 0.005	0.02	—	0.02	0.02	—	0.02	—	108	108	< 0.005	< 0.005	—	108
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road	0.01	0.01	0.08	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	17.9	17.9	< 0.005	< 0.005	—	17.9
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.22	0.21	0.15	1.55	0.00	0.00	0.25	0.25	0.00	0.06	0.06	—	254	254	0.01	0.01	0.03	258
Vendor	0.01	0.01	0.39	0.12	< 0.005	< 0.005	0.09	0.09	< 0.005	0.02	0.03	—	318	318	< 0.005	0.05	0.02	332
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.09	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	15.9	15.9	< 0.005	< 0.005	0.03	16.2
Vendor	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	19.3	19.3	< 0.005	< 0.005	0.02	20.2
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.64	2.64	< 0.005	< 0.005	< 0.005	2.68
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.20	3.20	< 0.005	< 0.005	< 0.005	3.34
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.7. Facility Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Roa Equipment	0.95	0.80	6.71	8.54	0.02	0.27	—	0.27	0.25	—	0.25	—	1,781	1,781	0.07	0.01	—	1,787
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Roa d Equipm ent	0.95	0.80	6.71	8.54	0.02	0.27	—	0.27	0.25	—	0.25	—	1,781	1,781	0.07	0.01	—	1,787
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Roa d Equipm ent	0.51	0.43	3.58	4.56	0.01	0.14	—	0.14	0.13	—	0.13	—	951	951	0.04	0.01	—	955
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Roa d Equipm ent	0.09	0.08	0.65	0.83	< 0.005	0.03	—	0.03	0.02	—	0.02	—	158	158	0.01	< 0.005	—	158
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.24	0.22	0.11	1.66	0.00	0.00	0.25	0.25	0.00	0.06	0.06	—	279	279	0.01	0.01	0.98	284
Vendor	0.01	0.01	0.35	0.11	< 0.005	< 0.005	0.09	0.09	< 0.005	0.02	0.03	—	312	312	< 0.005	0.04	0.80	326
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.21	0.20	0.13	1.43	0.00	0.00	0.25	0.25	0.00	0.06	0.06	—	249	249	0.01	0.01	0.03	253
Vendor	0.01	0.01	0.37	0.11	< 0.005	< 0.005	0.09	0.09	< 0.005	0.02	0.03	—	313	313	< 0.005	0.04	0.02	326
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.11	0.11	0.06	0.75	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	137	137	0.01	0.01	0.23	140
Vendor	0.01	< 0.005	0.19	0.06	< 0.005	< 0.005	0.05	0.05	< 0.005	0.01	0.01	—	167	167	< 0.005	0.02	0.18	174
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.01	0.14	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.8	22.8	< 0.005	< 0.005	0.04	23.1
Vendor	< 0.005	< 0.005	0.04	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	27.6	27.6	< 0.005	< 0.005	0.03	28.8
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.9. Paving (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.43	0.37	3.27	7.25	0.01	0.14	—	0.14	0.13	—	0.13	—	1,243	1,243	0.05	0.01	—	1,247
Paving	0.17	0.17	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.21	0.46	< 0.005	0.01	—	0.01	0.01	—	0.01	—	78.3	78.3	< 0.005	< 0.005	—	78.6
Paving	0.01	0.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.04	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	13.0	13.0	< 0.005	< 0.005	—	13.0
Paving	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.02	0.20	0.00	0.00	0.04	0.04	0.00	0.01	0.01	—	36.7	36.7	< 0.005	< 0.005	< 0.005	37.3
Vendor	0.01	0.01	0.36	0.11	< 0.005	< 0.005	0.09	0.09	< 0.005	0.02	0.03	—	306	306	< 0.005	0.04	0.02	319
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.38	2.38	< 0.005	< 0.005	< 0.005	2.42
Vendor	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	19.3	19.3	< 0.005	< 0.005	0.02	20.1
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.39	0.39	< 0.005	< 0.005	< 0.005	0.40
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.19	3.19	< 0.005	< 0.005	< 0.005	3.33
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.11. Transmission Line (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.83	0.70	4.78	11.2	0.03	0.21	—	0.21	0.19	—	0.19	—	2,859	2,859	0.12	0.02	—	2,869
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	0.86	2.01	< 0.005	0.04	—	0.04	0.03	—	0.03	—	515	515	0.02	< 0.005	—	516
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.16	0.37	< 0.005	0.01	—	0.01	0.01	—	0.01	—	85.2	85.2	< 0.005	< 0.005	—	85.5

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.05	0.03	0.36	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	62.3	62.3	< 0.005	< 0.005	0.01	63.3
Vendor	0.01	0.01	0.47	0.14	< 0.005	0.01	0.11	0.11	0.01	0.03	0.04	—	391	391	< 0.005	0.06	0.03	407
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	11.6	11.6	< 0.005	< 0.005	0.02	11.8
Vendor	< 0.005	< 0.005	0.08	0.02	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	70.3	70.3	< 0.005	0.01	0.08	73.4
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.92	1.92	< 0.005	< 0.005	< 0.005	1.95
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	11.6	11.6	< 0.005	< 0.005	0.01	12.2
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.13. Transmission Line (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Roa Equipment	0.80	0.67	4.34	11.2	0.03	0.19	—	0.19	0.17	—	0.17	—	2,858	2,858	0.12	0.02	—	2,868
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Roa d Equipm ent	0.09	0.08	0.50	1.29	< 0.005	0.02	—	0.02	0.02	—	0.02	—	330	330	0.01	< 0.005	—	331
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Roa d Equipm ent	0.02	0.01	0.09	0.24	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	54.6	54.6	< 0.005	< 0.005	—	54.8
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.05	0.03	0.33	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	61.1	61.1	< 0.005	< 0.005	0.01	62.1
Vendor	0.01	0.01	0.45	0.13	< 0.005	0.01	0.11	0.11	0.01	0.03	0.04	—	383	383	< 0.005	0.06	0.02	399
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	7.28	7.28	< 0.005	< 0.005	0.01	7.40
Vendor	< 0.005	< 0.005	0.05	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	44.2	44.2	< 0.005	0.01	0.04	46.1
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.21	1.21	< 0.005	< 0.005	< 0.005	1.23
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	7.31	7.31	< 0.005	< 0.005	0.01	7.64
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Remove	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	10/1/2025	10/31/2025	5.00	23.0	—
Grading	Grading	11/1/2025	11/30/2025	5.00	20.0	—
Facility Construction	Building Construction	12/1/2025	9/30/2026	5.00	218	—
Paving	Paving	3/1/2027	3/31/2027	5.00	23.0	—
Transmission Line	Trenching	10/1/2026	2/28/2027	5.00	107	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor

Site Preparation	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	1.00	8.00	150	0.37
Grading	Excavators	Diesel	Average	1.00	8.00	300	0.38
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Grading	Scrapers	Diesel	Average	1.00	8.00	423	0.48
Grading	Tractors/Loaders/Backhoes	Diesel	Average	1.00	8.00	150	0.37
Facility Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Facility Construction	Forklifts	Diesel	Average	1.00	8.00	82.0	0.20
Facility Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Facility Construction	Tractors/Loaders/Backhoes	Diesel	Average	1.00	7.00	150	0.37
Facility Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Paving	Pavers	Diesel	Average	1.00	8.00	150	0.42
Paving	Paving Equipment	Diesel	Average	1.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	1.00	8.00	101	0.38
Transmission Line	Excavators	Diesel	Average	1.00	8.00	300	0.38
Transmission Line	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	150	0.37
Transmission Line	Bore/Drill Rigs	Diesel	Average	1.00	2.00	300	0.50
Transmission Line	Rollers	Diesel	Average	1.00	8.00	120	0.38

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	—	—	—	—
Site Preparation	Worker	5.00	7.10	LDA,LDT1,LDT2

Site Preparation	Vendor	4.00	12.8	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	12.5	7.10	LDA,LDT1,LDT2
Grading	Vendor	4.00	12.8	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Facility Construction	—	—	—	—
Facility Construction	Worker	50.0	7.10	LDA,LDT1,LDT2
Facility Construction	Vendor	8.00	12.8	HHDT,MHDT
Facility Construction	Hauling	0.00	20.0	HHDT
Facility Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—
Paving	Worker	7.50	7.10	LDA,LDT1,LDT2
Paving	Vendor	8.00	12.8	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Transmission Line	—	—	—	—
Transmission Line	Worker	12.5	7.10	LDA,LDT1,LDT2
Transmission Line	Vendor	10.0	12.8	HHDT,MHDT
Transmission Line	Hauling	0.00	20.0	HHDT
Transmission Line	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Control Strategies Applied	PM10 Reduction	PM2.5 Reduction

Water unpaved roads twice daily	55%	55%
Limit vehicle speeds on unpaved roads to 25 mph	44%	44%

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	11.5	0.00	—
Grading	—	—	40.0	0.00	—
Paving	0.00	0.00	0.00	0.00	1.50

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	3	74%	74%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
User Defined Industrial	1.50	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2025	0.00	204	0.03	< 0.005

2026	0.00	204	0.03	< 0.005
2027	0.00	204	0.03	< 0.005

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	29.2	annual days of extreme heat
Extreme Precipitation	1.15	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth

Wildfire	0.00	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	0	0	0	N/A
Drought	0	0	0	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	1	1	3
Extreme Precipitation	N/A	N/A	N/A	N/A

Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	1	1	1	2
Drought	1	1	1	2
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	80.0
AQ-PM	89.3
AQ-DPM	10.3
Drinking Water	72.3
Lead Risk Housing	40.7
Pesticides	80.3
Toxic Releases	55.8
Traffic	13.2
Effect Indicators	—
CleanUp Sites	51.0

Groundwater	0.00
Haz Waste Facilities/Generators	10.2
Impaired Water Bodies	51.2
Solid Waste	0.00
Sensitive Population	—
Asthma	90.3
Cardio-vascular	99.6
Low Birth Weights	52.5
Socioeconomic Factor Indicators	—
Education	83.0
Housing	62.8
Linguistic	43.9
Poverty	63.0
Unemployment	90.6

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	23.36712434
Employed	30.46323624
Median HI	42.02489414
Education	—
Bachelor's or higher	29.93712306
High school enrollment	24.98395996
Preschool enrollment	14.88515334
Transportation	—
Auto Access	37.4566919

Active commuting	2.515077634
Social	—
2-parent households	42.44835108
Voting	42.37135891
Neighborhood	—
Alcohol availability	92.05697421
Park access	8.122674195
Retail density	5.363788015
Supermarket access	14.14089568
Tree canopy	6.480174516
Housing	—
Homeownership	65.25086616
Housing habitability	54.01000898
Low-inc homeowner severe housing cost burden	47.24752983
Low-inc renter severe housing cost burden	51.96971641
Uncrowded housing	22.40472219
Health Outcomes	—
Insured adults	31.56679071
Arthritis	0.0
Asthma ER Admissions	5.4
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	40.3
Cognitively Disabled	14.5

Physically Disabled	57.4
Heart Attack ER Admissions	6.4
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	19.6
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	7.3
Elderly	60.0
English Speaking	54.4
Foreign-born	33.3
Outdoor Workers	4.3
Climate Change Adaptive Capacity	—
Impervious Surface Cover	92.8
Traffic Density	4.8
Traffic Access	0.0
Other Indices	—
Hardship	73.2
Other Decision Support	—
2016 Voting	25.3

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	78.0
Healthy Places Index Score for Project Location (b)	23.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Land Use	Estimates based on site layout
Construction: Construction Phases	Estimated Schedule based on Phase 1 timeline of 18 months
Construction: Off-Road Equipment	Equipment listing based on defaults and similar projects
Construction: Trips and VMT	Worker trips based on defaults and project estimates
Construction: Paving	Estimated half the tank area will be paved with asphalt

Madera Water Tanks Phase 2 Detailed Report

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8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Madera Water Tanks Phase 2
Construction Start Date	10/1/2025
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.90
Precipitation (days)	16.4
Location	36.989601617396445, -120.0568041111288
County	Madera
City	Unincorporated
Air District	San Joaquin Valley APCD
Air Basin	San Joaquin Valley
TAZ	2563
EDFZ	5
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.29

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
User Defined Industrial	1.00	User Defined Unit	1.50	0.00	0.00	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.82	0.70	5.76	7.84	0.02	0.22	0.24	0.45	0.20	0.06	0.26	—	2,029	2,029	0.07	0.06	1.25	2,052
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.27	0.23	1.94	2.63	0.01	0.07	0.08	0.15	0.07	0.02	0.09	—	684	684	0.02	0.02	0.18	691
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.05	0.04	0.35	0.48	< 0.005	0.01	0.01	0.03	0.01	< 0.005	0.02	—	113	113	< 0.005	< 0.005	0.03	114

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.82	0.70	5.76	7.84	0.02	0.22	0.24	0.45	0.20	0.06	0.26	—	2,029	2,029	0.07	0.06	1.25	2,052
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

2027	0.27	0.23	1.94	2.63	0.01	0.07	0.08	0.15	0.07	0.02	0.09	—	684	684	0.02	0.02	0.18	691
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.05	0.04	0.35	0.48	< 0.005	0.01	0.01	0.03	0.01	< 0.005	0.02	—	113	113	< 0.005	< 0.005	0.03	114

3. Construction Emissions Details

3.1. Site Preparation (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.12	1.18	2.86	< 0.005	0.04	—	0.04	0.04	—	0.04	—	489	489	0.02	< 0.005	—	490
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.04	0.09	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	14.7	14.7	< 0.005	< 0.005	—	14.8

Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.44	2.44	< 0.005	< 0.005	—	2.45
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.01	0.23	0.00	0.00	0.04	0.04	0.00	0.01	0.01	—	41.0	41.0	< 0.005	< 0.005	0.13	41.7
Vendor	0.01	< 0.005	0.17	0.05	< 0.005	< 0.005	0.04	0.05	< 0.005	0.01	0.01	—	153	153	< 0.005	0.02	0.36	160
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.14	1.14	< 0.005	< 0.005	< 0.005	1.16
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	4.61	4.61	< 0.005	< 0.005	< 0.005	4.82
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.19	0.19	< 0.005	< 0.005	< 0.005	0.19

Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.76	0.76	< 0.005	< 0.005	< 0.005	0.80
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Facility Construction (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.67	0.57	5.37	6.82	0.01	0.21	—	0.21	0.20	—	0.20	—	1,559	1,559	0.06	0.01	—	1,565
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.22	0.19	1.76	2.24	< 0.005	0.07	—	0.07	0.06	—	0.06	—	513	513	0.02	< 0.005	—	514
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.32	0.41	< 0.005	0.01	—	0.01	0.01	—	0.01	—	84.9	84.9	< 0.005	< 0.005	—	85.2
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.13	0.13	0.06	0.92	0.00	0.00	0.15	0.15	0.00	0.04	0.04	—	164	164	0.01	0.01	0.54	167
Vendor	0.01	0.01	0.33	0.10	< 0.005	< 0.005	0.09	0.09	< 0.005	0.02	0.03	—	306	306	< 0.005	0.04	0.71	320
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.04	0.02	0.26	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	49.8	49.8	< 0.005	< 0.005	0.08	50.6
Vendor	< 0.005	< 0.005	0.11	0.03	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	101	101	< 0.005	0.01	0.10	105
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.24	8.24	< 0.005	< 0.005	0.01	8.38
Vendor	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	16.7	16.7	< 0.005	< 0.005	0.02	17.4
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Sequest	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	4/1/2027	4/15/2027	5.00	11.0	—
Facility Construction	Building Construction	4/16/2027	9/30/2027	5.00	120	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Skid Steer Loaders	Diesel	Average	1.00	6.00	71.0	0.37
Site Preparation	Rollers	Diesel	Average	1.00	4.00	120	0.38
Site Preparation	Forklifts	Diesel	Average	1.00	4.00	100	0.20
Facility Construction	Cranes	Diesel	Average	1.00	6.00	367	0.29
Facility Construction	Forklifts	Diesel	Average	2.00	4.00	82.0	0.20
Facility Construction	Tractors/Loaders/Backhoes	Diesel	Average	1.00	1.00	150	0.37
Facility Construction	Excavators	Diesel	Average	1.00	1.00	300	0.38
Facility Construction	Rubber Tired Dozers	Diesel	Average	1.00	1.00	250	0.40
Facility Construction	Rollers	Diesel	Average	1.00	2.00	120	0.38
Facility Construction	Skid Steer Loaders	Diesel	Average	1.00	8.00	71.0	0.37

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	—	—	—	—
Site Preparation	Worker	7.50	7.10	LDA,LDT1,LDT2
Site Preparation	Vendor	4.00	12.8	HHDT,MHDT

Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Facility Construction	—	—	—	—
Facility Construction	Worker	30.0	7.10	LDA,LDT1,LDT2
Facility Construction	Vendor	8.00	12.8	HHDT,MHDT
Facility Construction	Hauling	0.00	20.0	HHDT
Facility Construction	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Control Strategies Applied	PM10 Reduction	PM2.5 Reduction
Water unpaved roads twice daily	55%	55%
Limit vehicle speeds on unpaved roads to 25 mph	44%	44%

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	0.00	0.00	—

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction

Water Exposed Area	3	74%	74%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
User Defined Industrial	1.50	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2027	0.00	204	0.03	< 0.005

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	29.2	annual days of extreme heat
Extreme Precipitation	1.15	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	0.00	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	0	0	0	N/A
Drought	0	0	0	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	1	1	3
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	1	1	1	2
Drought	1	1	1	2
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	80.0

AQ-PM	89.3
AQ-DPM	10.3
Drinking Water	72.3
Lead Risk Housing	40.7
Pesticides	80.3
Toxic Releases	55.8
Traffic	13.2
Effect Indicators	—
CleanUp Sites	51.0
Groundwater	0.00
Haz Waste Facilities/Generators	10.2
Impaired Water Bodies	51.2
Solid Waste	0.00
Sensitive Population	—
Asthma	90.3
Cardio-vascular	99.6
Low Birth Weights	52.5
Socioeconomic Factor Indicators	—
Education	83.0
Housing	62.8
Linguistic	43.9
Poverty	63.0
Unemployment	90.6

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—

Above Poverty	23.36712434
Employed	30.46323624
Median HI	42.02489414
Education	—
Bachelor's or higher	29.93712306
High school enrollment	24.98395996
Preschool enrollment	14.88515334
Transportation	—
Auto Access	37.4566919
Active commuting	2.515077634
Social	—
2-parent households	42.44835108
Voting	42.37135891
Neighborhood	—
Alcohol availability	92.05697421
Park access	8.122674195
Retail density	5.363788015
Supermarket access	14.14089568
Tree canopy	6.480174516
Housing	—
Homeownership	65.25086616
Housing habitability	54.01000898
Low-inc homeowner severe housing cost burden	47.24752983
Low-inc renter severe housing cost burden	51.96971641
Uncrowded housing	22.40472219
Health Outcomes	—
Insured adults	31.56679071
Arthritis	0.0

Asthma ER Admissions	5.4
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	40.3
Cognitively Disabled	14.5
Physically Disabled	57.4
Heart Attack ER Admissions	6.4
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	19.6
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	7.3
Elderly	60.0
English Speaking	54.4
Foreign-born	33.3

Outdoor Workers	4.3
Climate Change Adaptive Capacity	—
Impervious Surface Cover	92.8
Traffic Density	4.8
Traffic Access	0.0
Other Indices	—
Hardship	73.2
Other Decision Support	—
2016 Voting	25.3

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	78.0
Healthy Places Index Score for Project Location (b)	23.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Land Use	Estimates based on site layout
Construction: Construction Phases	Estimated Schedule based on Phase 2 timeline of 6 months
Construction: Off-Road Equipment	Equipment listing based on defaults and similar projects
Construction: Trips and VMT	Worker trips based on defaults and project estimates
Construction: Paving	none

APPENDIX B

HEALTH RISK ASSESSMENT MODELING FILES

not included in PDF

BIOLOGICAL ASSESSMENT

CITY OF MADERA

MADERA WATER STORAGE TANK PROJECT

JUNE 2025

BIOLOGICAL ASSESSMENT

MADERA WATER STORAGE TANK PROJECT

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List of Abbreviated Terms

APN	Accessor's Parcel Number
BA	Biological Assessment
BSA	Biological Study Area
Cal-IPC	California Invasive Species Council
CCR	California Code of Regulations
CDFW	California Department Fish and Wildlife
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFR	Code of Federal Regulations
City	City of Madera
CM	Conservation Measure
CNDDB	California Natural Diversity Database
CNPPA	California Native Plant Protection Act
CNPS	California Native Plant Society
CWA	Clean Water Act
CWHR	California Wildlife Habitat Relationships
EFH	Essential Fisheries Habitat
FE	Federal Endangered Species
FEMA	Federal Emergency Management Agency
FESA	Federal Endangered Species Act
FHWA	Federal Highway Administration
FP	Fully Protected
FPT	Federal Proposed Threatened
FT	Federal Threatened Species
IPaC	Information for Planning and Conservation
MBTA	Migratory Bird Treaty Act
NEPA	National Environmental Policy Act
NHD	National Hydrology Dataset
NMFS	National Marine Fisheries Service
NOAA	National Oceanic and Atmospheric Administration
NRCS	Natural Resources Conservation Service
NWI	National Wetland Inventory
ROW	Right of Way
SCE	California Candidate Endangered
SE	California Endangered Species
SOI	Sphere of Influence
SR	California State Listed – Rare
SSC	CDFW Species of Special Concern
ST	California Threatened Species
USBR	United States Bureau of Reclamation
USFWS	United States Fish and Wildlife Services
USGS	United States Geological Services
WL	CDFW Watch List

EXECUTIVE SUMMARY

The purpose of this Biological Assessment is to provide technical information to review the proposed project in sufficient detail to determine to what extent the proposed project may potentially impact federally listed threatened, endangered, or proposed species. This Biological Assessment is prepared in accordance with 50 Code of Federal Regulations (CFR) 402, legal requirements found in Section 7 (a)(2) of the federal Endangered Species Act (FESA; 16 United States Code (USC) 1536(c)). For the purposes of this report, State listed species will also be analyzed for impacts by the proposed project. The document presents technical information upon which later decisions regarding project effects are developed.

The City of Madera (City; Applicant) proposes to develop a 3-acre property, (Assessor's Parcel Number (APN) 038-030-031), located in Madera, California, with water tanks and distribution facilities to meet the demand conditions identified by hydraulic model demands and projections. The proposed water tank site is located in the City of Madera Sphere of Influence (SOI), generally bounded by Lake Street to the east, Ellis Street to the south, State Highway 99 to the west, and Martin Street to the north. The water tank site is proposed to be connected via a pipeline that will be placed within the City of Madera right-of-way (ROW). The pipeline route will follow ROW south along Lake Street, west along Ellis Street, and northwest along Sharon Boulevard. This pipeline will connect to an existing well site located at APN 013-280-001.

For the purpose of this Biological Assessment the "Action Area" refers to the areas where temporary and permanent impacts due to Project Activities will occur. The Action Area refers to the water tank site and the pipeline route that will be placed within the City of Madera ROW. The Action Area are situated among urban development and nonnative grassland habitat.

The California Natural Diversity Database (CNDDB), the California Native Plant Society (CNPS) database, and the United States Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) database were reviewed to assess whether occurrences of federally listed species or USFWS Critical Habitat Units have been documented within the Action Area and USGS nine-quadrangles surrounding the Project.

The Biological Survey Area (BSA) was assessed to evaluate the presence of federally protected plant and wildlife species and their habitat. The BSA includes the Action Area and a 500-foot survey buffer surrounding the Action Area. Habitat within the BSA include urban, and non-native annual grassland.

There were thirteen federally listed plant and wildlife identified in the CNDDB, CNPS, and IPaC database searches of the nine quadrangles surrounding the Project. There is no suitable habitat that could support federally listed and protected plant or wildlife species within the Action Area.

There are fifteen State listed wildlife species identified in the CNDDB, CNPS, and IPaC database searches of the nine quadrangles surround the Project, ten of which are also federally listed. None of the five identified additional State listed species were reported within the Action Area based on database records or during the site survey. There is no suitable habitat that could support State listed or protected wildlife or plant species within the Action Area, but the surrounding BSA may support the State listed Swainson's hawk (*Buteo swainsoni*).

The Swainson's hawk and other migratory nesting birds are identified as potentially occurring outside of the Action Area but within the BSA. Project activities could have direct impacts on these species, including direct mortality of individuals from vehicle strikes and modified behavior due to the increase in human activity during construction activities if they occur during the nesting season. Other direct impacts to individuals in the vicinity could result from poisoning due to ingestion of oil or antifreeze leaked from construction vehicles. Indirect impacts include changes in soil moisture and chemistry inducing changes in the local plant community on which the prey base species relies. Implementation of conservation measures and species-specific avoidance and minimization measures would reduce impacts of the Project stressors to Swainson's hawk, and other migratory nesting birds to a level that would be less than significant.

The Project may affect but is not likely to adversely affect the Swainson's hawk and no cumulative effects will occur if the recommended avoidance measures are implemented. The Action will result in no effect to wetlands or non-wetland waters.

SECTION 1 - INTRODUCTION

The purpose of this Biological Assessment (BA) is to review the Madera Water Storage Tank Project (Project) in sufficient detail to determine whether the proposed Action may affect any of the 4 federally listed plant species, 9 federally listed wildlife species, and 5 State listed wildlife species listed below. This BA is prepared in accordance with legal requirements set forth under Section 7 of the Endangered Species Act (16 U.S.C. 1536 (c)).

1.1 - Species Considered in this Document

Federally listed species considered in this document (Note species denoted with an asterisk (*) are also State listed as threatened, endangered, or sensitive species):

- Succulent owl's clover (*Castilleja campestris succulenta*) – Threatened*
- San Joaquin Valley Orcutt grass (*Orcuttia inaequalis*) – Threatened*
- hairy Orcutt grass (*Orcuttia pilosa*) – Threatened*
- Greene's tuctoria (*Tuctoria greenei*) – Endangered*
- monarch butterfly (*Danaus plexippus*) – Proposed Threatened
- valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) – Threatened
- vernal pool fairy shrimp (*Branchinecta lynchi*) – Threatened
- California tiger salamander (*Ambystoma californiense*) – Threatened*
- western spadefoot (*Spea hammondii*) – Proposed Threatened*
- northwestern pond turtle (*Actinemys marmorata*) - Proposed Threatened*
- blunt-nosed leopard lizard (*Gambelia sila*) – Endangered*
- Fresno kangaroo rat (*Dipodomys nitratoides exilis*) – Endangered*
- San Joaquin kit fox (*Vulpes macrotis mutica*) – Endangered*

Additional State listed species considered in this document:

- coast horned lizard (*Phrynosoma blainvillii*) – California Department of Fish and Wildlife (CDFW) Species of Special Concern (SSC)
- tricolored blackbird (*Agelaius tricolor*) – Threatened
- western burrowing owl (*Athene cunicularia* ssp. *hypugaea) – State Candidate*
- Swainson's hawk *(Buteo swainsoni)* – Threatened
- American badger (*Taxidea taxus*) – CDFW SSC

1.2 - Consultation to Date

There has been no consultation to date.

1.3 - Proposed Action

1.3.1 - Purpose and Need of the Proposed Action

To meet the increasing and future water demands, the City of Madera proposes to construct a water supply and distribution facility to conditions identified by hydraulic model demands and projections. Provisions for future facility expansion to meet Year 2044 and Year 2058 will be incorporated into the design documents.

1.3.2 - Project Location

The proposed water tank site is located in the City of Madera Sphere of Influence (SOI) generally bounded by Lake Street to the east, Ellis Street to the south, and Martin Street to the north and State Highway 99 to the west (Figure 1-1). The Action Area will consist of the construction of a water storage tank, located on Assessor's Parcel Number (APN) 038-030-031 and approximately 2.5-miles for a water pipeline (Figure 1-2 and Figure 1-3). The pipeline will be placed within City of Madera right-of-way (ROW) south along Lake Street, west along Ellis Street, and northwest along Sharon Boulevard. This pipeline will connect to an existing well site located at APN 013-280-001.

1.3.3 - Project Description

The Project will include construction of water supply and distribution facilities to meet the demand conditions identified by hydraulic model demands and projections. Provisions for future facility expansion to meet Year 2044 and Year 2058 will be incorporated into the design documents. The initial phase (Phase 1) includes the development of a water storage tank and a pipeline connection to an existing water well site.

1.3.4 - Work Period

Construction of the water storage tank and pipeline would occur over a maximum of 24 months.

1.3.5 - Construction

It is anticipated that the following pieces of equipment would be used during construction activities:

- Roller
- Loaded trucks
- Excavator
- Generator
- Service truck
- Air compressor

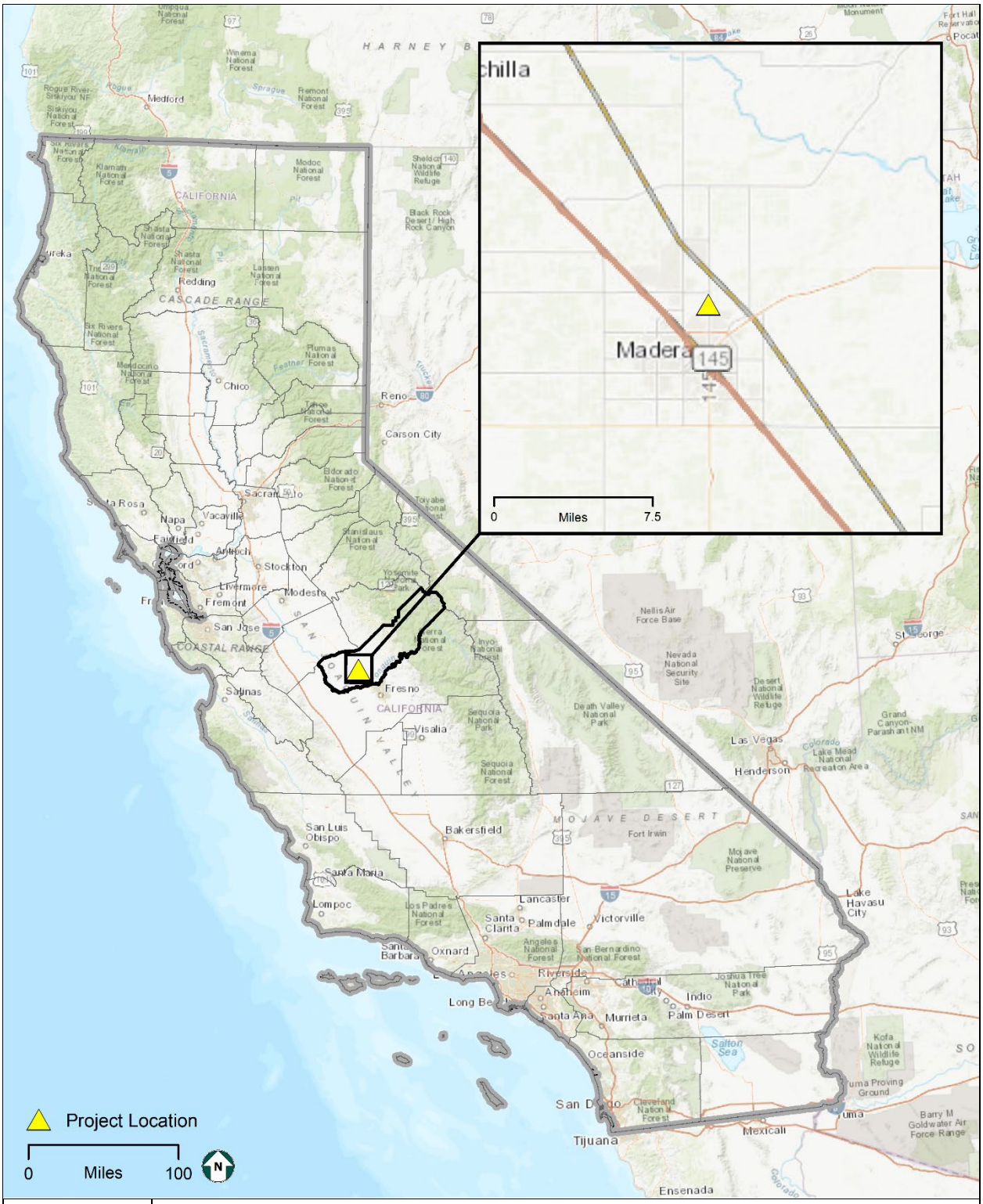

Figure 1-1
Regional Location Map
Madera Water Storage Tank Project
Madera, Madera County California

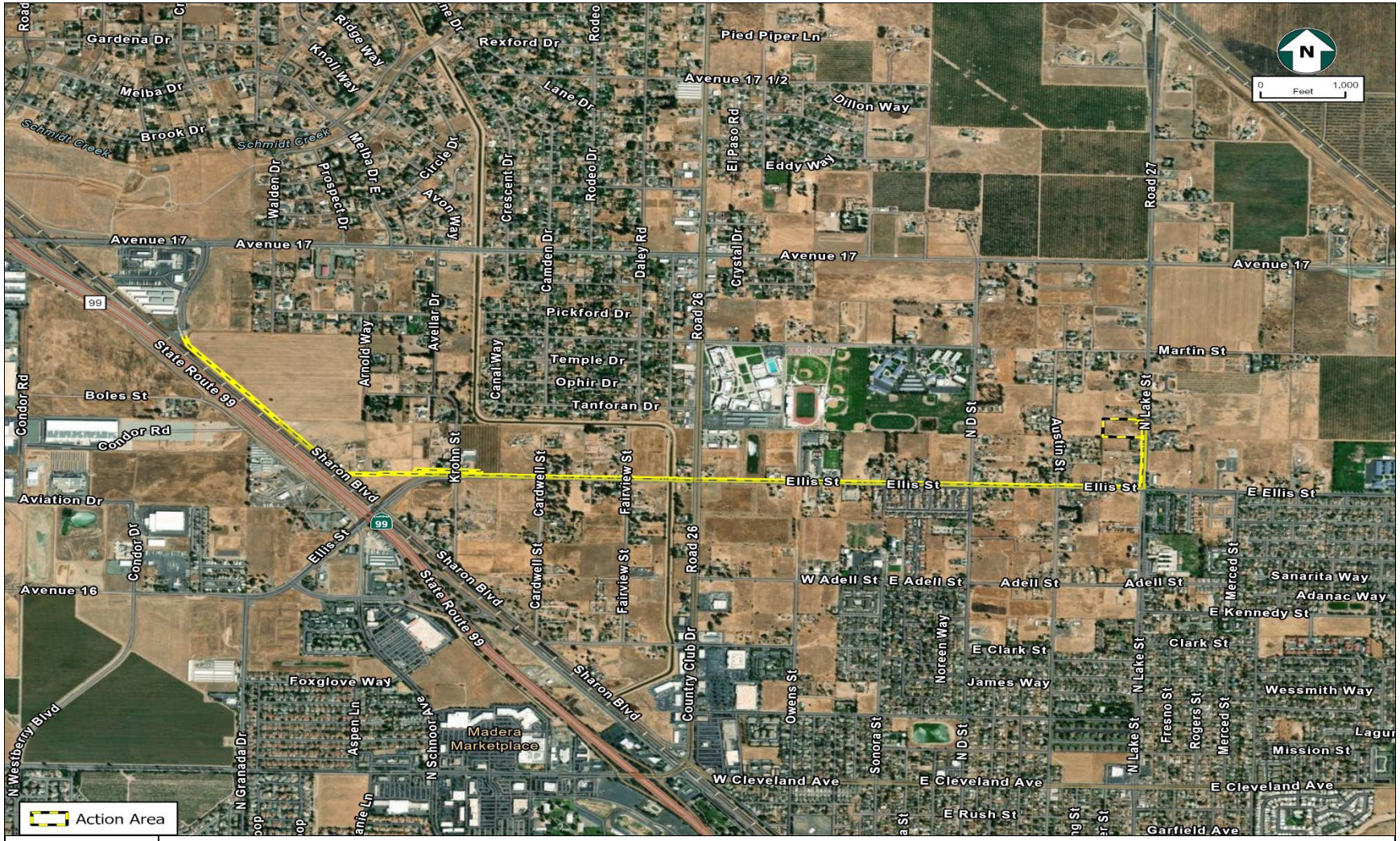

Figure 1-2
Vicinity Map
Madera Water Storage Tank Project
Madera, Madera County California

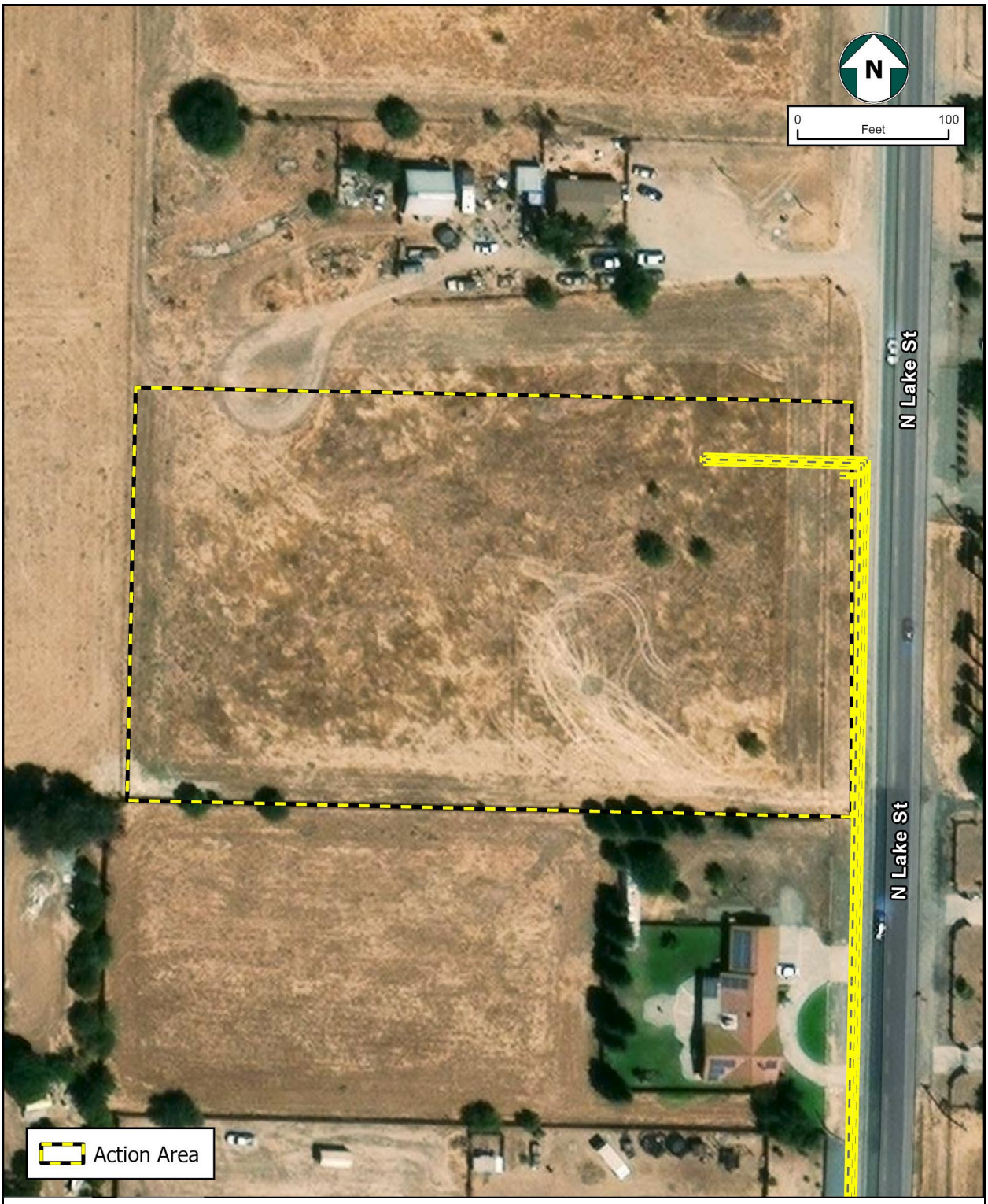

Figure 1-3
Water Storage Site Plan
Madera Water Storage Tank Project
Madera, Madera County California

1.3.6 - INTERRELATED AND INTERDEPENDENT ACTIONS

There are no interrelated or interdependent actions associated with the proposed Action.

1.3.7 - GENERAL CONSERVATION MEASURES

This section describes biological conservation measures (CM) that will be implemented as part of the Project to further avoid and minimize potential effects on federal and State listed and other special-status species. These include general conservation measures that will be incorporated into the Project design and specific conservation measures incorporated for the protection of federal and State listed, and other sensitive species (special-status) expected to occur adjacent to the Action Area. Implementation of these measures will further protect these species from potential indirect effects during the construction phase of the Project.

CM-BIO-1: Preconstruction surveys will be conducted prior to Project Activities to verify if special-status or sensitive species are present within 500 feet of the Project. The focal species shall include Swainson's hawk and other migratory nesting birds.

CM-BIO-2: If construction activities occur between February 1 and September 15, pre-disturbance surveys for active raptor and migratory bird nests must be conducted no more than 10 days prior to the commencement of disturbance. Surveys shall follow USFWS and CDFW guidance and/or protocols, as applicable. If no active nests or nesting birds are identified, then Project construction activities may proceed, and no further mitigation measures for nesting birds are required. If active nest(s) are identified, the active nest(s) should be continuously surveyed for the first 24 hours after detection to establish a behavioral baseline prior to any construction-related activities.

Once construction commences, all nests shall be continuously monitored to detect any behavioral changes because of the Project (i.e., nest avoidance or abandonment). If behavioral changes are observed, the work causing that change shall cease until the applicant's qualified biologist consults with the CDFW and/or the USFWS and the qualified biologist used by the applicant implements the recommended measures. During such times as the qualified biological monitor is not on site while construction workers are on site, a minimum non-disturbance buffer of 250 feet shall be established around active nests and a 500-foot no-disturbance buffer around the nests of raptors until the breeding season has ended or until a qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival, and any adult birds are no longer occupying the nest. Deviations from these no-disturbance buffers may be implemented if the qualified biologist concludes that work within the buffer area would not cause nest avoidance or abandonment (e.g., when the disturbance area would be concealed from a nest site by topography) provided that notification of this determination of a deviation in the no-disturbance buffer is provided by the qualified biologist no less than 15 days in advance to the California Department of Fish and Wildlife and the United States Fish and Wildlife.

CM-BIO-3: When an active raptor nest is identified, and when construction activities occur within the avoidance buffer of the nest, a qualified biologist shall conduct a daily site visit to observe all construction-related activities and or activity near an active nest. If construction activities are not occurring within the avoidance buffer of a nest, these resources should be checked during a weekly site visit to observe activity. The qualified biologist should be familiar will all potential species and their sign (i.e., tracks, scat, etc.) that have the potential to occur within the proposed Action Area. The qualified biologist will prepare a daily datasheet to record all construction-related activities that occurred and activity at an active nest or den and document the progress of the project with photographs.

CM-BIO-4: If construction work occurs after August 30 and ends before March 1 (outside of the breeding season), impacts to the Swainson's hawk would be avoided. Surveys would not be required for work conducted during this part of the year, and no further mitigation for nest disturbance is required.

1. *Protocol Surveys*. For work that begins between March 1 and August 30, a qualified biologist with expertise in Swainson's hawk shall conduct protocol surveys of potential nesting habitat within 0.5 mile of any construction activities prior to initiation of such activities. The project applicant shall conduct a protocol-level survey in conformance with the "Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley," Swainson's Hawk Technical Advisory Committee (TAC) (https://www.wildlife.ca.gov/conservation/survey-protocols#377281284-birds) (May 31, 2000) hereby incorporated by reference. This protocol prescribes minimum standards for survey equipment, mode of survey, angle and distance to tree, speed, visual and audible clues, distractions, notes and observations, and timing of surveys.

   A written report with the pre-construction survey results must be provided to the Planning Department and CDFW within 30 days of the commencement of construction-related activities. The report shall include: the date of the report, authors and affiliations, contact information, introduction, methods, study location, including map, results, discussion, and literature cited.

   If the required protocol surveys show there are no active Swainson's hawk nests within the 0.5-mile of construction activities, then no further mitigation for nest disturbance will be required. If protocol surveys show that there are no active Swainson's hawk nests within 10 miles of the site, then no further mitigation for foraging impacts will be required.

2. *Nest Avoidance*. If nesting Swainson's hawks are observed within 0.5-mile of the project site during the protocol surveys, the project applicant must implement CDFW pre-approved mitigation measures to avoid nest impacts during construction. These measures include:

a) All project-related activities with the potential to cause nest abandonment or forced fledging of young shall be avoided until the young have fledged.
b) If disturbances, habitat conversions, or other project-related activities, that may cause nest abandonment or forced fledging, are necessary, within the nest protection buffer zone (0.5-mile), monitoring of the nest site by a qualified raptor biologist, funded by the project applicant, shall be required to determine if the nest is abandoned. If the nest is abandoned, but the nestlings are still alive, the project proponent is required to fund the recovery and hacking, that is the controlled release of captive reared young, of the nestling.
c) The project applicant shall be required to coordinate with CDFW to determine if project activities with the potential to cause disturbance to nesting Swainson's hawks within the 0.5-mile buffer may proceed with a reduced nest buffer and an approved biological monitor. CDFW may authorize a reduced nest buffer with the presence of a monitoring biologist during construction activities to ensure that the nest is not disturbed. Routine disturbances such as agricultural activities, commuter traffic, and routine maintenance activities within 0.5-mile of an active nest are not prohibited.

CM-BIO-5. Prior to the initiation of construction activities, all construction personnel shall attend a Worker Environmental Awareness Training program developed by a qualified biologist. Any personnel associated with construction that did not attend the initial training shall be trained by the authorized biologist or authorized construction personnel prior to working within the Action Area. Any employee responsible for the operations and maintenance or decommissioning of Project facilities shall attend the Worker Environmental Awareness Training program prior to starting work on the Project. All on-site workers shall attend training on an annual basis. The Program shall be developed and presented by the Project qualified biologist(s) or designee approved by the qualified biologist(s). The program shall include information about the life histories of State or federally listed species with potential to occur on the Action area, their legal status, course of action should these species be encountered on-site, and avoidance and minimization measures to protect these species. The training shall include the following components:

1. Information about the life history and identification of federally listed plant and wildlife species, as well as other special-status plant and wildlife species that may be affected by project activities. The program shall present the legal protection status of each such species, the definition of "take" under the Federal Endangered Species Act and California Endangered Species Act, measures the Project proponent/operator shall implement to protect the species, reporting requirements, specific measures for workers to avoid take of special-status plant and wildlife species, and penalties for violation of Project permits or other Project-related environmental measures.
2. An acknowledgement form signed by each worker indicating that the Worker Environmental Awareness Training and Education program has been completed shall be kept on file at the construction site.

3. A copy of the training transcript and/or training video, as well as a list of the names of all personnel who attended the Worker Environmental Awareness Training and Education program, and signed acknowledgement forms shall be submitted to the contractor's construction manager or on-site superintendent.
4. A copy of the training transcript, training video or informational binder for specific procedures shall be kept available for all personnel to review and be familiar with, as necessary.
5. The construction crews and contractor(s) shall be responsible for preventing unauthorized impacts from Project activities to sensitive biological resources that are outside the areas defined as subject to impacts by Project permits. Unauthorized impacts may result in Project stoppage, and/or fines depending on the impact and coordination with the appropriate State or federal biological agency.

CM-BIO-6: Prior to the issuance of building permits, if irrigation water drainages cannot be avoided, specific impacts on the features shall be quantified by a water delineation. A Central Valley Regional Water Quality Control Board Section 401 Water Quality Certification and California Department of Fish and Wildlife Streambed Alteration Agreement shall be obtained, or confirmation received from these agencies that regulatory permits are not required.

SECTION 2 - REGULATORY SETTING

Federal Endangered Species Act of 1973 (USC, Title 16, Sections 1531 -1543)

The Federal Endangered Species Act (FESA) and subsequent amendments provide guidance for the conservation of endangered and threatened species and the ecosystems upon which they depend. The FESA defines species as threatened or endangered and provides regulatory protection for listed species. The FESA provides a program for the conservation and recovery of threatened and endangered species as well as the protection of designated critical habitat that USFWS determines is required for the survival and recovery of listed species.

Section 9 lists actions that are prohibited under the FESA. Although take of a listed species is prohibited, it is allowed when it is incidental to an otherwise legal activity. Section 9 prohibits take of listed species of fish, wildlife, and plants without special exemption. The definition of "harm" includes significant habitat modification or degradation that results in death or injury to listed species by significantly impairing behavioral patterns related to breeding, feeding, or shelter. "Harass" is defined as actions that create the likelihood of injury to listed species by disrupting normal behavioral patterns related to breeding, feeding, and shelter.

Section 7 of the FESA requires federal agencies, in consultation with and assistance from the Secretary of the Interior or the Secretary of Commerce, as appropriate, to ensure that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of threatened or endangered species or result in the destruction of adverse modification of critical habitat for these species. The USFWS and National Marine Fisheries Service (NMFS) share responsibilities for administering the FESA. Regulations governing interagency

cooperation under Section 7 are found in California Code of Regulations (CCR) Title 50, Part 402. If an activity could result in "take" of a listed species as an incident of an otherwise lawful activity, then a biological opinion can be issued with an incidental take statement that exempts the activity from FESA's take prohibitions.

Section 10 provides a means whereby a nonfederal action with the potential to result in take of a listed species can be allowed under an incidental take permit. Application procedures are found at CFR Title 50, Sections 13 and 17 for species under the jurisdiction of USFWS and CFR, Title 50, Sections 217, 220, and 222 for species under the jurisdiction of NMFS. Section 10 would apply to the Project if take of a species (as defined in Section 9) were determined to occur.

Section 4(a)(3) and (b)(2) of the FESA requires the designation of critical habitat to the maximum extent possible and prudent based on the best available scientific data and after considering the economic impacts of any designations. Critical habitat is defined in section 3(5)(A) of the FESA: 1) areas within the geographic range of a species that are occupied by individuals of that species and contain the primary constituent elements (physical and biological features) essential to the conservation of the species, thus warranting special management consideration or protection; and 2) areas outside of the geographic range of a species at the time of listing but that are considered essential to the conservation of the species.

California Endangered Species Act (California Fish and Game Code Section 2050 et seq.)

The California Endangered Species Act (CESA) establishes the policy of the State to conserve, protect, restore, and enhance threatened or endangered species and their habitats. The CESA mandates that State agencies should not approve Projects that would jeopardize the continued existence of threatened or endangered species if reasonable and prudent alternatives are available that would avoid jeopardy. For Projects that would result in take of a species listed under the CESA, a project proponent would need to obtain a take permit under Section 2081(b). Alternatively, the California Department of Fish and Wildlife (CDFW) has the option of issuing a Consistency Determination (Section 2080.1) for projects that would affect a species listed under both the CESA and the FESA, as long as compliance with the FESA would satisfy the “fully mitigate” standard of CESA, and other applicable conditions.

California Native Plant Protection Act

The California Native Plant Protection Act (CNPPA) protects endangered and rare species, subspecies, and varieties of wild plants native to California. A “native plant” is defined as a plant growing in a wild, uncultivated state normally found native to the vegetation of California. The CNPPA affords the California Fish and Game Commission the authority to designate native plants as endangered or rare, and to require permits for collecting, transporting, or selling such plants.

California Fully Protected Species

Sections 3511, 4700, 5050, and 5515 of Fish and Game Code prohibit the "take" of any fully protected bird, mammal, reptile and amphibian, or fish species, respectively. Except as provided in Sections 2081.7 or 2835, fully protected species may not be taken or possessed at any time, and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the species for the protection of livestock.

California Environmental Quality Act

The California Environmental Quality Act (CEQA) establishes the State policy to prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures. CEQA applies to actions directly undertaken, financed, or permitted by State, County, or local lead agencies.

The purpose of CEQA is to identify the significant effects on the environment from a project or other action and then to identify lower/no impact alternatives to a project and indicate the manner in which significant effects can be mitigated or avoided. The mechanism to ensure protection is the preparation and review of an environmental document that identifies the existing environmental conditions, describes a proposed action or project, assesses the types and significance of impacts on the environment, and identifies mitigation that would mitigate, reduce, or avoid impacts where feasible. If significant impacts cannot be mitigated, CEQA requires the lead agency to reject the project or make findings of fact and issue a statement of overriding considerations. Various responsible and trustee agencies provide review, comments, and input into the decision-making process. Appendix G of the CEQA guidelines identifies sensitive biological resources that must be addressed and fully analyzed, which include wetlands, sensitive natural communities, special-status plant and wildlife species, migratory corridors and nursery sites, and other biological resources of local, regional, State, and federal importance.

Clean Water Act, Sections 401 and 404

The Clean Water Act (CWA) is a federal law that protects the chemical, physical, and biological integrity of the nation's waters by preventing pollutants, providing assistance for the improvement of wastewater treatment, and maintaining the integrity of wetlands. The Environmental Protection Agency defines the CWA as a law that "...establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters." The State of California regulates water quality related to discharge of fill material into waters of the State pursuant to Section 401 of the Clean Water Act (CWA). The local Regional Water Quality Control Board has jurisdiction over all those areas defined as jurisdictional under Section 404 of the CWA and regulates water quality for all waters of the State. The United States Army Corps of Engineers, under Section 404 of the CWA, regulates discharges of dredged or fill material in "waters of the United States." In addition to designated and traditional navigable waters, this term includes "waters such as intrastate lakes, rivers, streams (including intermittent streams),

mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate or foreign commerce including any such waters: (1) which are or could be used by interstate or foreign travelers for recreational or other purposes; or (2) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or (3) which are used or could be used for industrial purpose by industries in interstate commerce." Tributaries to "waters of the United States" and adjacent wetlands would also be included [33 California Federal Regulations (CFR) §328.3].

Lake or Streambed Alteration Agreements

The CDFW is authorized under State Fish and Wildlife Code Sections 1600-1607 to develop mitigation measures and enter into a Lake or Streambed Alteration Agreements with applicants (both public and private) that propose a project that would divert or obstruct the natural flow of or change the bed, channel, or bank of any lake or stream in which there is a fish or wildlife resource. Through this agreement, the CDFW may impose conditions to limit and fully mitigate impacts on fish and wildlife resources.

Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA), first enacted in 1918, is a series of treaties that the United States has with Great Britain (on behalf of Canada), Mexico, Japan, and the former Soviet Union that provide for international migratory bird protection. The MBTA currently includes several hundred species and includes all native birds. The MBTA authorizes the Secretary of the Interior to regulate the taking of migratory birds. The act provides that it shall be unlawful, except as permitted by regulations, "to pursue, take, or kill any migratory bird, or any part, nest or egg of any such bird" (U.S. Code Title 16, Section 703). With only a few exceptions, all birds are included in this prohibition.

Executive Order 13112; Invasive Species

Executive Order 13112, February 3, 1999, established the National Invasive Species Council tasked with acting as an interdepartmental organization to centralize efforts across agencies and political boundaries toward addressing the impacts and ongoing threats of invasive species. Implementation of this Executive Order required, among other actions, limitation, or exclusion of federal funding for projects that may result in promoting the introduction or spread of invasive species (Executive Order 1999). Guidelines established by the Federal Highway Administration (FHWA) stipulate that FHWA funding will not be allocated for projects not in compliance with the Executive Order, and FHWA California Division will not authorize National Environmental Policy Act compliance in the absence of analysis of invasive species for such projects.

Recovery Plan for Upland Species of the San Joaquin Valley

The Recovery Plan for Upland Species of the San Joaquin Valley (USFWS 1998) covers 34 species of plants and animals that occur in the San Joaquin Valley. The USFWS is responsible for the implementation of the recovery plan. Of the species covered, eleven species are

federal and/or State listed as endangered or threatened (six plants and five animals), and 23 species are candidate species or species of concern. The goal of this recovery plan is to delist the eleven endangered (of which one has been delisted) and threatened species and ensure the long-term conservation of 23 candidate species and species of special concern. An interim goal is to down-list the endangered species to threatened status.

City of Madera General Plan

CHAPTER 5: CONSERVATION ELEMENT

The Project is subject to the City of Madera General Plan (City of Madera 2009), which includes a Conservation Element chapter. This chapter provides guidance on the protection of natural resources such as water supply and quality, soils and agriculture, biology, air, climate change, energy and energy efficiency, and green building/ Low Impact Development. The Action will implement measures such as those listed above (measures BIO-1 through BIO-3) to remain compliant with the General Plan. Therefore, implementation of the proposed Action would have no conflict related to any adopted local policies or ordinances protecting biological resources.

Biology

Goal CON-7: Protection of special-status plant and animal species, including their habitats, in compliance with all applicable state, federal, and other laws and regulations.

Goal CON-8: A balance between the protection of special status plants and animals and the need to provide recreational opportunities and other needs.

Goal CON-9: Natural areas which are available to the public to help build knowledge and appreciation of these resources.

Goal CON-10: A revitalized Fresno River which serves as an amenity, a source of civic pride, and a catalyst for residential and commercial development.

SECTION 3 - METHODS

3.1 - Definitions

3.1.1 - ACTION AREA

The "Action Area" refers to the area where direct and indirect effects would occur. For this Project, the Action Area refers to the three-acre undeveloped parcel for the water storage tank and the 2.5-mile pipeline described in Section 1.3.3.

3.1.2 - BIOLOGICAL SURVEY AREA

The "Biological Survey Area" (BSA) includes the Action Area plus a 500-foot buffer surrounding the Action Area that is often required for surveys of sensitive species (Figure 3-1).

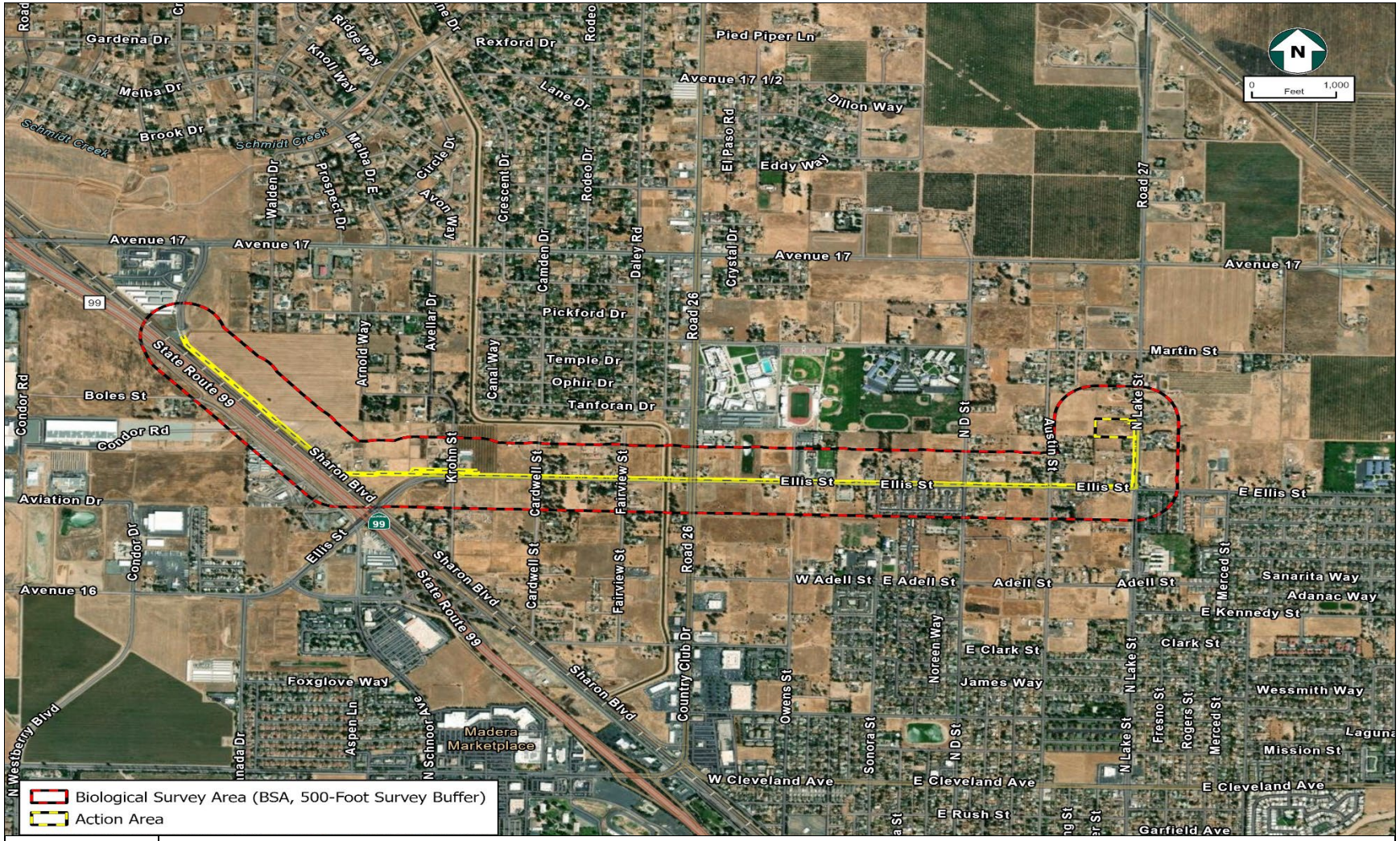

Figure 3-1
Biological Survey Area
Madera Water Storage Tank Project
Madera, Madera County California

3.2 - Literature Review and Database Analysis

The following sources were reviewed for information on federally listed species, critical habitats, and to obtain environmental setting information in the vicinity of the proposed action:

Federally Listed Species or Critical Habitat Database Searches:
- USFWS's Information for Planning and Consultation system (IPaC; USFWS, 2025a)
- CDFW California Natural Diversity Database (CNDDB; CDFW, 2025b)
- California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California (CNPS, 2025)
- USFWS Critical Habitat Mapper (USFWS, 2025b)
- CDFW Biogeographic Information and Observation System (Bios; CDFW, 2025a)
- National Oceanic and Atmospheric Administration (NOAA) Habitat Mapper (NOAA, 2025)

Environmental Setting Database Searches:
- USFWS National Wetlands Inventory (NWI; USFWS, 2025c)
- U.S. Geological Survey (USGS) National Hydrography Dataset (NHD; USGS, 2025)
- United States Department of Agriculture, Natural Resources Conservation Service (NRCS) Web Soil Survey (NRCS, 2025a and 2025b)
- Current and historical aerial imagery (Google LLC, 2025)

Federal and State listed and special-status species lists were generated using the USFWS' IPaC system, CDFW's CNDDB, and the CNPS Inventory of Rare and Endangered Plants of California (CDFW 2025a, CNPS 2025, USFWS 2025a). These lists are found in Appendix A.

For Environmental Setting Database searches the focus was on the *Madera* California USGS 7.5-minute quadrangle in which the Action Area is located, plus the surrounding eight quadrangles: *Berenda, Kismet, Daulton, Gregg, Herndon, Biola, Gravelly Ford,* and *Bonita Ranch.*

Much of the information in these databases is obtained opportunistically and is often focused on protected lands or on lands where development has been proposed. Neither database represents a comprehensive survey of special-status resources in the region. As such, the absence of recorded occurrences in these databases at any specific location does not preclude the possibility a special-status resource could be present. The NOAA National Marine Fisheries Service (NMFS) Resources in California tool indicated the Action Area is within an Essential Fisheries Habitat (EFH).

The results of the database inquiries were reviewed to develop a list of special-status resources that may be present within the vicinity of the Action Area. This list was then evaluated against the existing conditions observed during the biological survey of the Action Area to determine which special-status resources have the potential to occur, and then the potential for impacts to those resources as a result of implementation of the proposed action. These lists are found in Appendix B.

3.3 - Biological Field Surveys

A biological survey was conducted by qualified QK Environmental Scientists Karissa Denney and Dyana Mitchell on May 25, 2025. This survey focused on characterizing vegetation associations and habitat conditions, inventorying plant and wildlife species and sign (e.g., scat, tracks, prey remains, burrows, nests, etc.), and analyzing the potential for special-status species to occur on and near the Action Area. Surveys consisted of a windshield survey along the ROW and pedestrian transects on the water storage tank parcel to provide 100 percent visual coverage of the entire Action Area and surrounding BSA. Vegetative communities present on the Project site were classified using the California Wildlife Habitat Relationships (CWHR) system (Mayer and Laudenslayer, 1988), which categorizes communities according to the dominant species present. Plant species were identified using the nomenclature of the Jepson Manual: Vascular Plants of California of Higher Plants (Baldwin et al., 2012). All spatial data were recorded using Environmental Systems Research Institute Collector for ArcGIS software installed on an iPad. Site conditions were documented with representative photographs and included in Appendix C.

3.4 - Resource Agency Coordination and Professional Contacts

Protected or special-status species lists were generated using the USFWS' IPaC system, CDFW's CNDDB, and the CNPS Inventory of Rare and Endangered Plants of California (CDFW 2025b; CNPS 2025; USFWS 2025a). These lists are found in Appendix B.

SECTION 4 - ENVIRONMENTAL BASELINE

Environmental baseline refers to the condition of the listed species or its designated Critical Habitat in the Action Area without the consequences to the listed species or designated Critical Habitat caused by the Action. The environmental baseline includes the past and present impacts of all federal, State, or private actions and other human activities in the Action Area, the anticipated impacts of all proposed federal projects in the Action Area that have already undergone formal or early Section 7 consultation, and the impact of State or private actions that are contemporaneous with the consultation in process. The consequences to listed species or designated critical habitat from ongoing agency activities or existing agency facilities that are not within the agency's discretion to modify are part of the environmental baseline (50 CFR §402.02).

4.1 - Physical Characteristics

4.1.1 - TOPOGRAPHY

The Action Area is located on the eastern floor of the San Joaquin Valley in Madera County. The Action Area is relatively flat with little variation in topography and an elevation ranging from 263-283 feet above mean sea level.

4.1.2 - CLIMATE

The Action Area has a Mediterranean climate, which consists of hot, dry summers and mild, wet winters. Average high temperatures range from 54.0°F in January to 98.2°F in July, with daily temperatures exceeding 100°F several days in the summer (WRCC 2025). Average low temperatures range from 35.9°F in January to 61.4°F in July. Precipitation occurs primarily as rain, most of which falls from November to April, with an average of 10.99 inches of rainfall per year. Precipitation may also occur as a dense fog during the winter, known as Tule fog. Rain rarely falls during the summer months.

4.1.3 - REGIONAL LAND USE

The Action Area is in a region dominated by urban development on the San Joaquin Valley floor. It is within the City of Madera and bordered in all directions by urban development and undeveloped land. Land use near the Action Area is a combination of residential, commercial development and undeveloped lots. Lands further from the Action Area support similar uses.

4.1.4 - SOILS

There are four soil types present within the BSA: Alamo, Cometa, Hanford, and San Joaquin (NRCS 2025).

The Alamo series consists of moderately deep to hardpan, poorly drained soils that formed in alluvium from mixed sources. Alamo soils occur in nearly level basins and drainageways on alluvial fan remnants and floodplains at elevations of 50 to 500 feet. They formed in fine textured alluvium mixed rock sources. The climate is dry subhumid with hot dry summers and cool moist winters. This soil is poorly drained, is ponded or with very slow runoff, and has very slow permeability. It is used mainly for pasture, but some areas are used for dry-farmed grains, or rice (*Oryza sativa*). Vegetation consists of annual grasses, forbs and weeds (NRCS 2025). The Cometa soil series consists of moderately deep, and moderately to well drained soils. These soils formed in alluvium derived from granitic rock sources. These soils occur on gently sloping, slightly dissected older stream terraces. They have very slow permeability and slow to medium runoff. This soil type is used for growing rice (*Oryza sativa*), vineyards, orchards, and dry-farmed grain. Vegetation consisting of annual grasses, forbs, and weedy species grow in uncultivated areas of this soil type. This soil is considered hydric (NRCS 2025).

The Hanford series consists of very deep, well drained soils that formed in moderately coarse textured alluvium dominantly from granite (NRCS 2025). Hanford soils are on stream bottoms, floodplains and alluvial fans and have slopes of 2 to 9 percent. The mean annual precipitation is about 12 inches and the mean annual air temperature is about 63 °F. The Hanford soils are on stream bottoms, floodplains and alluvial fans at elevations of 150 to 3,500 feet. The soils formed in deep, moderately coarse textured alluvium dominantly from granite and other quartz bearing rocks of similar texture. Hanford soils are used for growing a wide range of fruits, vegetables, and general farm crops. They are also used for urban

development and dairies. Vegetation in uncultivated areas is mainly annual grasses and associated herbaceous plants. This soil is considered nonhydric (NRCS 2025).

The San Joaquin series consists of well and moderately well drained soils that formed in alluvium derived from mixed but dominantly granitic rock sources and is moderately deep to a duripan (NRCS 2025). This soil type occurs on undulating low terraces with slopes of 0 to 9 percent. San Joaquin soils are on hummocky, nearly level to undulating terraces at elevations of about 20 to 500 feet. Some areas have been leveled. They formed in alluvium from mixed but mainly granitic rock sources. The climate is dry with hot dry summers and cool moist and foggy winters. Well and moderately well drained. Some areas are subject to rare or occasional flooding. It is used for cropland and livestock grazing (NRCS 2025).

4.1.5 - Hydrology and Drainage Patterns

The NHD and NWI datasets (USGS, 2025; USFWS 2025c) show one historical water feature that intersects the BSA west of Road 26 (Figure 4-1). The NHD identified the feature as a canal ditch. NWI identified the feature as a riverine feature (R4SBCx and R5UBFx). This canal ditch is operated by the Madera Irrigation District and the United States Bureau of Reclamation (USBR) has an easement along the canal ditch. If the Action does not impact the canal ditch an encroachment permit would be required. If the project disturbs the bed or bank of the canal by open cutting rather than jack and bore, permits will be required. At this time, the Action will not impact any hydrology or drainage patterns.

The Federal Emergency Management Agency (FEMA) dataset shows the Action Area to be in an area of minimal flood hazard (FEMA 2025).

4.2 - Vegetation and Other Land Cover

Vegetation communities found within BSA were characterized during the survey. Vegetation communities were characterized based on the CWHR Habitat Classification Scheme (Mayer and Laudenslayer, 1988). A full list of plant and wildlife species observed during the survey is provided in Appendix D.

4.2.1 - Habitats Within the Action Area

Habitat within the Action Area is classified as Annual Grassland and Urban. The three-acre Action Area consists of a previously tilled, undeveloped parcel surrounded by residential development and undeveloped pastures/non-native grassland. Historical satellite imagery shows that this lot has been regularly disturbed by tilling or disking since as early as 1998 (Google 2025). The BSA was dominated by nonnative grasses and forbs which did not contain native habitat.

Annual Grassland

Mayer and Laudenslayer (1988) describe Annual Grassland as composed primarily of annual plant species many of which occur as understory plants in valley oak woodland and other

habitats. It is dominated by introduced annual grasses that include wild oats, soft chess,

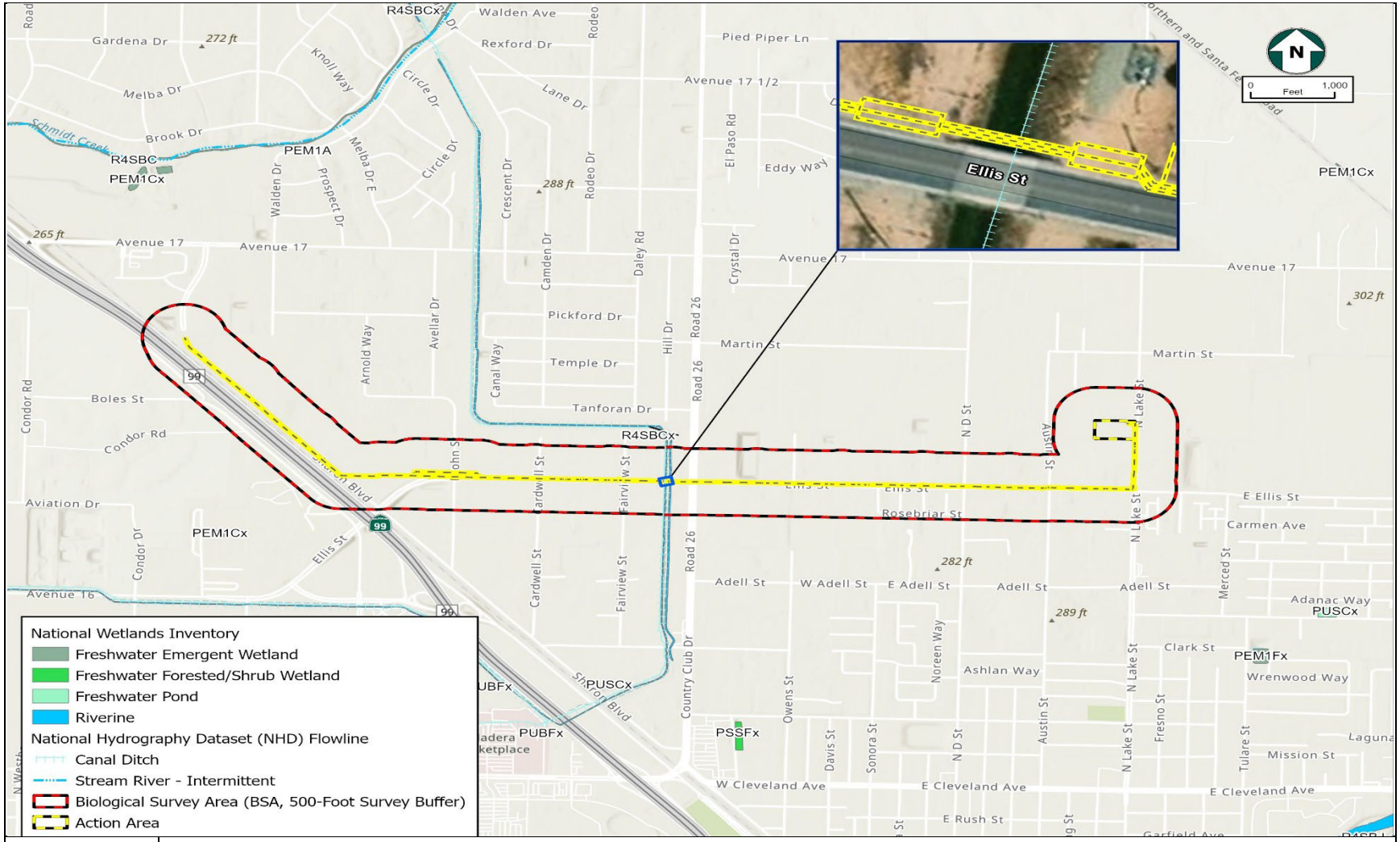

Figure 4-1
NHD and NWI
Madera Water Storage Tank Project
Madera, Madera County California

ripgut brome, red brome, wild barley, and foxtail fescue. Many wildlife species use Annual Grasslands for foraging, but some require special habitat features such as cliffs, caves, ponds, or habitats with woody plants for breeding, resting, and escape cover. Species associated with this community include western fence lizard, common garter snake, western rattlesnake, burrowing owl, short-eared owl, horned lark, and western meadowlark, black-tailed jackrabbit, California ground squirrel, Botta's pocket gopher, western harvest mouse, California vole, badger, coyote, and the San Joaquin kit fox. This habitat also provides important foraging habitat for the turkey vulture, northern harrier, American kestrel, black-shouldered kite, and prairie falcon. Annual Grassland habitat occurs mostly on flat plains to gently rolling foothills. Common soil orders include Entisols and Alfisols. This habitat occurs in various sized patches throughout the state.

Mayer and Laudenslayer (1988) describe Urban as a developed habitat with five types of vegetative structure including tree grove, street strip, shade tree/lawn, lawn, and shrub cover. Common in city parks, green belts, and cemeteries, tree groves vary in height, tree spacing, crown shape, and understory conditions, depending on species planted and landscape design. Street tree strips show variation in spacing of trees, depending upon species and design considerations, and are typically planted in grass. Shade trees/lawns are typical of residential areas and reminiscent of natural savannas. Lawns are structurally the most uniform vegetative units of the Urban habitat and shrub cover, including hedges, is more limited in distribution. Species composition in Urban habitats varies with planting design and climate and monoculture is commonly observed in tree groves and street tree strips. Three urban categories relevant to wildlife are distinguished: downtown, urban residential, and suburbia. Downtown has the lowest diversity comprised of over 90 percent avian density and biomass including rock dove, European starling, and house sparrow. Wildlife that utilize urban residential scrub jay, mockingbird, house finch, raccoon, opossum, striped skunk, and California slender salamander. Wrentits, bushtits, plain titmouse, chestnut-backed chickadee, California quail, black-tailed deer, ringtail, black-tailed jackrabbit, gopher snake and western fence lizard typically occur in suburban areas. Urban habitat is the result of modifying pre-settlement vegetation and introducing new species. They are not limited to any particular physical setting and occur throughout California.

4.2.2 - HABITATS SURROUNDING THE ACTION AREA

The Action Area is surrounded by urban development and non-native annual grassland habitat. The urban habitat includes paved roads, residential homes, businesses, and undeveloped lots. The BSA is comprised of approximately 30% urban and 70% non-native annual grassland habitat.

4.3 - General Plant Observations

The BSA consists predominantly of residences with various urban setting and ruderal plants such as ornamental trees, plants, and grass lawns. These species include non-native grasses such as wild oat (*Avena fatua),* and ripgut brome *(Bromus diandrus)* and forbs such as curly dock (*Rumex crispus),* field bindweed (*Convolvulus arvensis),* red-stem filaree (*Erodium cicutarium),* sorrel (*Rumex acetosa),* short-pod mustard (*Hirschfeldia incana),* and Jimson

weed (*Datura wrightii)*. Within the BSA numerous ornamental trees were present on private residential development.

There were no special-status plants, or habitat capable of supporting special-status plants observed. A list of plants observed during the field survey is provided in Table D-1 of Appendix D.

California Invasive Species Council (Cal-IPC) created a ranking system for plants that threaten California's natural areas. Seven invasive species that are ranked by Cal-IPC were identified within the Action Area: eucalyptus tree (*Eucalyptus globulus*), red-stem filaree, short-pod mustard, curly dock (*Rumex crispus*), wild oat, ripgut brome, and Mediterranean grass (*Schismus barbatus*).

4.4 - General Wildlife Observations

Wildlife species present within the BSA were recorded during the field survey (Appendix C, Table C-2). Species present within the BSA were typical for urban habitat and nonnative grassland included European starling (*Sturnus vulgaris),* mourning dove *(Zenaida macroura),* white crowned sparrow *(Zonotrichia leucophrys),* red-tailed hawk (*Buteo jamaicensis)*, Swainson's hawk (*Buteo swainsoni)*, turkey vulture (*Cathartes aura*), common crow (*Corvus brachyrhynchos*), garter snake (*Thamnophis sirtalis)*, and various domesticated livestock.

The BSA is heavily disturbed by urban development. Several small mammal burrows were found within the BSA likely belonging to California ground squirrel (*Otostermophilus beecheyi*) and Botta's pocket gopher (*Thomomys bottae)*. No raptor, passerine, or ground nests were identified but the BSA contains suitable habitat for nesting bird species.

4.5 - Aquatic Resources and Fish Habitat

A query of the NOAA database indicated that the proposed Action is within a geographic area that is under the jurisdiction of NOAA. The Action is within an EFH for Chinook salmon (*Oncorhynchus tshawytscha*) within the Fresno River – Below Hidden Watershed (NOAA 2025). The Action Area does not contain any aquatic features and therefore could not support any native populations of marine, freshwater, or anadromous fish species.

4.6 - Designated Critical Habitat in the Action Area

4.6.1 - CRITICAL HABITAT

The Action Area is not within any USFWS-designated critical habitat. The nearest Critical Habitat is approximately 5-miles east of the Action Area and supports San Joaquin Valley Orcutt grass, hairy Orcutt grass, and vernal pool fairy shrimp.

4.6.2 - HABITAT CONNECTIVITY/MOVEMENT CORRIDORS

Habitat Connectivity Wildlife movement corridors, also referred to as dispersal corridors or landscape linkages are generally defined as linear features along which animals can travel from one habitat or resource area to another. Wildlife movement corridors can be large tracts of land connecting regionally important habitats that support wildlife, such as stopover habitat that supports migrating birds or large contiguous natural habitats that support animals with very large home ranges. They can also be small-scale movement corridors, such as riparian zones that provide connectivity and cover to support movement at a local scale (CDFW 2025a).

The Action Area is not within any designated wildlife linkage or movement corridors (CDFW, 2025a).

SECTION 5 - SPECIES AND CRITICAL HABITAT CONSIDERED

5.1 - Species within the Region

Federal agencies regulate special-status species and other sensitive biological resources and require an assessment of their presence or potential for presence to be on-site for consultation under the FESA. Assessments for the potential occurrence of special-status species are based upon known ranges, habitat preferences of the species, species occurrence records from the CNDDB and CNPS, species occurrence records from other sites in the vicinity of the survey area, previous reports relevant to the proposed Action Area, and the results of surveys of the proposed Action Area. State listed species with potential to occur on-site were also evaluated in anticipation for consultation under the CESA.

The potential for each of these species to occur in the study area was evaluated according to the following criteria:

- **No**. Habitat on and adjacent to the site is clearly unsuitable to meet the needs of the species (foraging, breeding, cover, substrate, elevation, hydrology, plant community, site history, disturbance regime).

- **Yes**. Conditions on the site may, in some way, support a portion of the species ecology (foraging, reproduction, movement/migration). Surveys were conducted for the species, but negative results do not exclude the potential for a species to occur.

- **Present**. Species was observed on the site or has been recorded (e.g., CNDDB, other reports) on the site recently (within the last 5 years).

More details about the habitat requirements and rationale for the potential for species to occur is presented in Appendix D. Natural history information for these species, a discussion of distribution and threats, and an evaluation of the presence of the species within the action area are provided below.

5.1.1 - FEDERALLY LISTED SPECIES WITHIN THE REGION

Based on available database searches there were thirteen federally listed species evaluated for potential to occur within the Action Area (Table 5-1).

Table 5-1
Federally Listed, Proposed, and Candidate Plant and Wildlife Species Evaluated for Their Potential to Occur within the Action Area

Scientific Name	Status Federal/State CRPR/CDFW	General Location/ Habitat Requirements	Potential to Occur
Plants			
Castilleja campestris succulenta succulent owl's-clover	FT/SE 1B.2/-	vernal pool	No
Orcuttia inaequalis San Joaquin Valley Orcutt grass	FT/SE 1B.1/-	vernal pool	No
Orcuttia Pilosa hairy Orcutt grass	FE/SE 1B.1/-	vernal pool	No
Tuctoria greenei Greene's tuctoria	FE/SR 1B.1/-	small or shallow vernal pools	No
Wildlife			
Danaus Plexippus monarch butterfly-overwintering population	FPT/- -/-	fields, meadows, weedy areas, marshes, and roadsides	No
Desmocerus californicus dimorphus valley elderberry longhorn beetle	FT/- -/-	Riparian areas and within elderberry shrubs	No
Branchinecta lynchi vernal pool fairy shrimp	FT/- -/-	vernal pool	No
Ambystoma californiense California tiger salamander	FT/ST -/WL	Breeding: ephemeral pools or artificial ponds Upland habitat: valley and foothill grassland, oak woodlands, and uncommonly riparian	No
Spea hammondii western spadefoot	FPT/- -/SSC	Breeding: vernal pools Non-breeding habitat: grasslands, coastal scrub, woodlands, chaparral, sandy washes, lowland river floodplains, alkali flats, foothills, and mountains	No
Actinemys marmorata Northwestern pond turtle	FPT/- -/SSC	ponds, lakes, rivers, streams, creeks, marshes, and irrigation ditches	No

Scientific Name	Status Federal/State CRPR/CDFW	General Location/ Habitat Requirements	Potential to Occur
Gambelia sila blunt-nosed leopard lizard	FE/SE -/FP	Open, dry scrub habitats	No
Dipodomys nitratoides exilis Fresno kangaroo rat	FE/SE -/-	open dry scrub and grassland habitats	No
Vulpes macrotis mutica San Joaquin kit fox	FE/ST -/-	Grasslands, shrublands, fallow fields, dry grain fields, urban areas.	No

Federal Status:
FE - Federal Endangered Species
FPT - Federal Proposed Threatened
FT - Federal Threatened Species
California Status
SCE - California Candidate Endangered
SR - California State Listed - Rare
SE - California Endangered Species
ST - California Threatened Species
CDFW Status
SSC - CDFW Species of Special Concern
WL - CDFW Watch List

5.1.2 - ADDITIONAL STATE LISTED SPECIES WITHIN THE REGION

There were five State listed species evaluated for potential to occur within the Action Area (Figure 5-2). Note the eight State listed species that also have a federal listing were omitted from Table 5-2 as they are addressed as part of the federally listed species analyses. These ten species include the succulent's owl clover, San Joaquin Valley Orcutt grass, hairy Orcutt grass, Greene's tuctoria, California tiger salamander, western spadefoot, northwestern pond turtle, blunt-nosed leopard lizard, Fresno kangaroo rat, and San Joaquin kit fox.

Table 5-2
Additional State Listed, Proposed, and Candidate Plant and Wildlife Species Evaluated for Their Potential to Occur within the Action Area

Scientific Name	State Status CRPR/CDFW	General Location/ Habitat Requirements	Potential to Occur
Wildlife			
Phrynosoma blainvillii coast horned lizard	-/- -/SSC	Loose soils in grasslands, forests, woodlands, and open chaparral	No
Agelaius tricolor tricolored blackbird	-/ST -/SSC	Wetland and agricultural habitat	No
Athene cunicularia western burrowing owl	-/SC -/SSC	Grasslands, shrublands, fallow fields, dry grain fields,	No
Buteo swainsoni Swainson's hawk	-/ST -/-	Occurs in open country habitats such as deserts, grasslands, or agriculture areas	Present

Scientific Name	State Status CRPR/CDFW	General Location/ Habitat Requirements	Potential to Occur
		containing scattered large trees or small groves	
Taxidea taxus American badger	-/- -/SSC	Grasslands, forest glades, meadows, marshes, brushy areas, deserts, mountain meadows, prairie and sandy loam soil habitats.	No

California Status
SCE - California Candidate Endangered
SR - California State Listed - Rare
SE - California Endangered Species
ST - California Threatened Species
CDFW Status
SSC - CDFW Species of Special Concern
WL - CDFW Watch List

5.2 - Discussion of Federally Listed Species with the Potential to Occur

No federally listed plant or wildlife species were observed during the site survey or would occur on or near the BSA. No vernal pool habitat exists for the occurrence of succulent's owl clover, San Joaquin Valley Orcutt grass, hairy Orcutt grass, Greene's tuctoria, vernal pool fairy shrimp, California tiger salamander, or western spadefoot. No open dry scrub land habitat exists within the BSA suitable for blunt-nosed leopard lizard or Fresno kangaroo rat. No suitable denning habitat for San Joaquin kit fox is present within the BSA. Habitat within the BSA is poor quality and does not support an adequate prey base for the San Joaquin kit fox. No riparian habitat with valley elderberry shrubs is present within the BSA that could support the valley elderberry longhorn beetle. No riparian habitat is present within the BSA that could provide over wintering habitat for the monarch butterfly. No ponds, lakes, streams, or creeks are present that could provide suitable habitat for the northwestern pond turtle. No direct or indirect effects are expected to occur for any federally listed species.

No nesting migratory birds were present in the BSA. However, there is potential for migratory birds to nest within the BSA in ornamental trees in nearby residential properties and the nonnative grassland in undeveloped lots throughout the BSA. If the Project occurs during nesting bird season (February 1 to September 15), and the conservation measures described in Section 1.3.7 are followed, no direct or indirect effects to nesting migratory birds are expected.

5.3 - Discussion of State Listed Species with the Potential to Occur

Swainson's Hawk

Buteo swainsoni
Status: State Threatened

NATURAL HISTORY

Swainson's hawks occur in grassland, desert, and agricultural landscapes throughout the Central Valley and Antelope Valley (Bechard et al. 2010; Zeiner et al. 1988). Some hawks may be resident, especially in the southern portion of their range, while others may migrate between winter and breeding habitats. They prefer larger isolated trees or small woodlots for nesting, usually with grassland or dryland grain fields nearby for foraging and have been known to nest in large eucalyptus trees (*Eucalyptus* sp.) along heavily traveled freeway corridors. Swainson's hawks forage in grassland, open scrub, pasture, and dryland grain agricultural habitats, primarily for rodents. Swainson's hawks exhibit moderate to high nest site fidelity for successful nest sites.

DISTRIBUTION AND THREATS

Within California, nesting Swainson's Hawks are located primarily in the Central Valley and in the Great Basin of northeastern California from Butte Valley east to Nevada, south-central Modoc County, and eastern Lassen County (Bloom 1980). In addition, Swainson's Hawks also occur in the Shasta and Owens valleys, and the Mojave Desert (Bloom 1980).

The primary threat to Swainson's hawk is loss of native foraging and breeding grounds due to habitat conversion (CDFW 2016). Other threats include climate change, drought, infrastructure placement, wind turbine strikes, nest tree trimming, vehicle collisions, disease, pesticide poisoning, and electrocution (CDFW 2016).

SPECIES OCCURRENCE IN ACTION AREA

There are four CNDDB records within 10 miles of the BSA. The closest CNDDB record (EONDX 103593) is approximately 2.5-miles southwest of the BSA and is presumed extant.

SURVEY RESULTS

One adult Swainson's hawk was observed during the survey, but no nest was located in the vicinity (Figure 5-1). The individual did not display any nest building behaviors, most likely the individual was foraging in the vicinity. Suitable nesting habitat is present within 0.5-miles of the BSA, specifically in areas with large trees. Open non-native grasslands are present within the BSA and could provide foraging opportunities for the species. Several California ground squirrel burrows were identified within the Action Area and could provide an adequate prey base to support the species. One other raptor species, red-tailed hawk (*Buteo jamaicensis*), was observed during the survey.

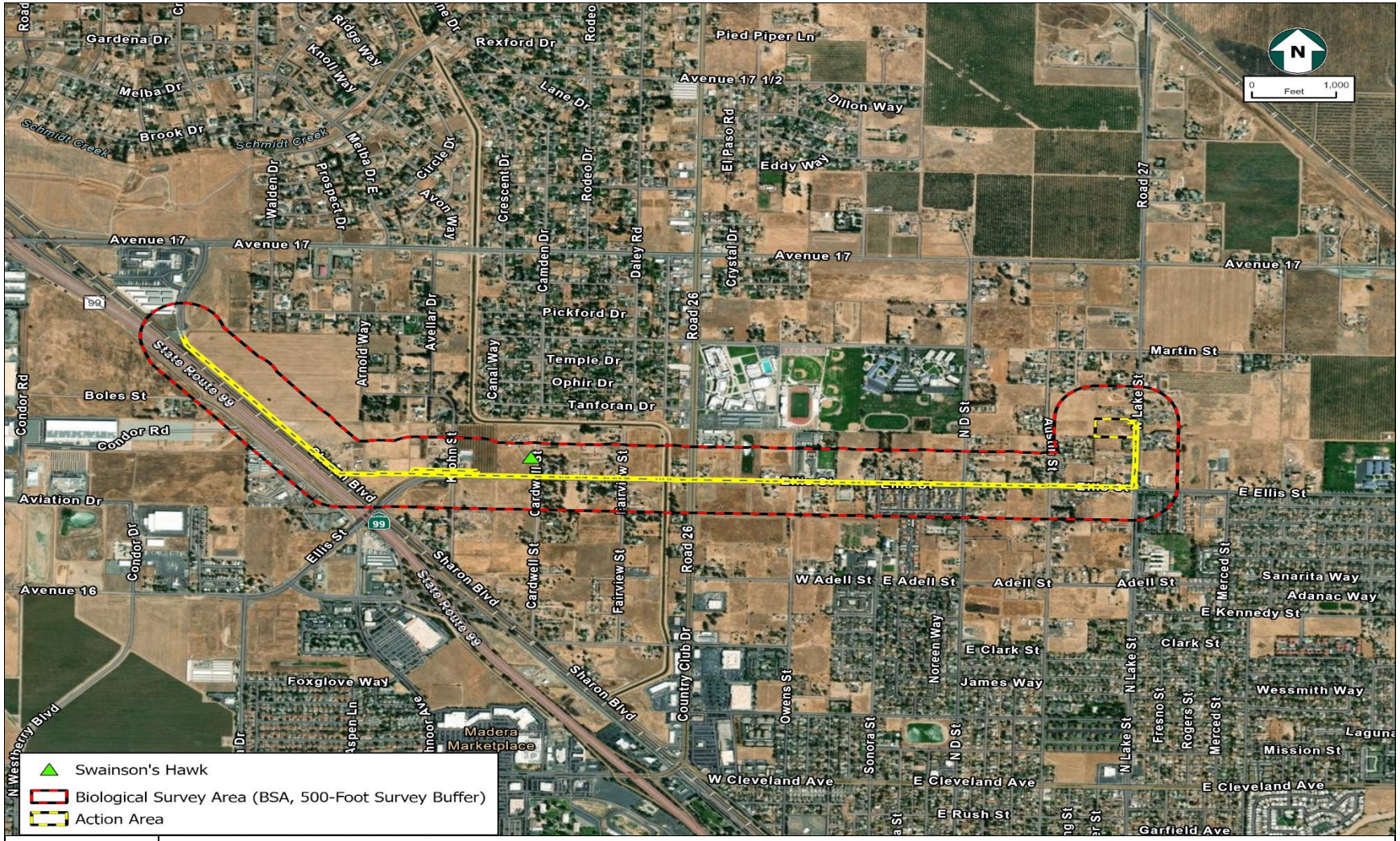

Figure 5-1
Swainson's Hawk Observation
Madera Water Storage Tank Project
Madera, Madera County California

SECTION 6 - EFFECTS ANALYSIS

6.1 - Project Effects on Affected Species

Effects of the Action are all consequences to listed species or critical habitat that are caused by the Project, including consequences of other activities that are caused by the Project. A consequence is caused by the Project if it would not occur but for the Project and it is reasonably certain to occur (50 CFR §402.17). Effects of the Action may occur later in time and may include consequences occurring outside the immediate area involved in the action (50 CFR §402.02). The effect of the Action is the consequence (behavioral, physical, or physiological) of a response to the plant or animal.

The conclusion that activities are reasonably certain to occur must be based on clear and substantial information, using the best scientific and commercial data available. Factors to consider whether an activity caused by the Project is reasonably certain to occur include but are not limited to: past experiences with similar activities that have resulted from actions that are similar in scope, nature, and magnitude to the Project; existing plans for the activities; any remaining economic, administrative, and legal requirements necessary for the activity to go forward.

Considerations for determining a consequence to the species or critical habitat is not caused by the Project include, but are not limited to: the consequence is so remote in time from the Project that it is not reasonably certain to occur, or the consequence is so geographically remote from the immediate area involved in the Project that it is not reasonably certain to occur, or the consequence is only reached through a lengthy causal chain that involves so many steps as to make the consequence not reasonably certain to occur (50 CFR §402.17).

6.1.1 - EFFECTS ON FEDERALLY AND STATE LISTED PLANT SPECIES

No direct or indirect effects to federally or State listed plant species are anticipated due to no suitable habitat present within the Action Area for those species to occur.

6.1.2 - EFFECTS ON FEDERALLY AND STATE LISTED WILDLIFE SPECIES

No direct or indirect effects to federally or State listed wildlife species are anticipated due to no suitable habitat present within the Action Area for those species to occur.

6.1.3 - EFFECTS ON ADDITIONAL STATE LISTED WILDLIFE SPECIES

SWAINSON'S HAWK

Direct Impacts

Direct mortality or injury to Swainson's hawk individuals and/or populations may result from:

- Increased noise, vibration, dust, and human activity
- Application of pesticides toxic to the species and/or its prey

Direct impacts to individuals could occur within the Action Area during construction activities that create noise, vibration, human activity, and dust. These impacts could result in behavior modification, or direct mortality from vehicle strikes. The exposure from these stressors during construction will only be slightly greater than existing stressor levels within the Action Area. The Action Area is located along established roadways and is surrounded by land used for urban purposes, so traffic volumes and disturbances similar to construction activity already occur. These impacts may also have direct impacts on individuals if construction activities occur near an active nest or in foraging habitat during nesting season (February 1 to September 15) by altering the normal behaviors of nesting adults, resulting in harm or death to eggs or nestlings. Increased noise and vibration from construction could also cause avoidance of the Action Area. Tree removal is not anticipated, and so no long-term loss of nesting habitat will occur.

The intensity of the exposure to these specific impacts within the Action Area is anticipated to be low because nesting Swainson's hawk has not been observed on or near the Action Area and there is a low likelihood of a Swainson's hawk inhabiting the site or even visiting the site for prolonged periods during construction activities.

Indirect Effects

Because the action is occurring on heavily disturbed land and no impact to previously undisturbed areas will occur, no indirect effects are anticipated.

6.1.4 - Nest Project Effects on Species

Swainson's Hawk

The Project may affect but not likely to adversely affect Swainson's hawk. Swainson's hawk are not commonly associated with heavily disturbed lands or urban habitats, and nearly all of the habitat surrounding the Action Area is used for urban purposes. One adult Swainson's hawk was observed foraging over the BSA during the survey, but no nest was observed in the vicinity. The BSA contains limited suitable nesting and foraging habitat.

Given the low likelihood of the species' presence, and the implementation of the conservation measures CM-BIO-1 through CM-BIO-5 by the proposed Action, it is anticipated that net effects on Swainson's hawk to be negligible.

6.2 - Effects from Interrelated Actions

The proposed Action is not related to or dependent on any other current or proposed action. There would be no effects from interrelated actions.

6.3 - Cumulative Effects

There are no known future State, tribal, local, or private actions that are reasonably certain to occur in the action area. No cumulative effects are anticipated.

SECTION 7 - CONCLUSIONS AND DETERMINATIONS

7.1 - Conclusions

The Project/Action includes the construction of water supply and distribution facilities to meet the increasing and future water demands. Provisions for future facility expansion to meet Year 2044 and Year 2058 will be incorporated into the design documents.

No federally listed plant species or federally listed wildlife species were present within the Action Area. The Action Area does not provide suitable habitat for any of the federally listed plant or wildlife species. Therefore, no plant or wildlife species were analyzed because they were not found to be present and are not expected to occur in the Action Area.

In anticipation of consultation under the CESA, additional species with a State or CDFW listings were also identified as historically occurring within the nine quadrangles surrounding the Action Area. This included five additional State listed wildlife species. The BSA was determined to be potentially suitable for one of these species, the Swainson's hawk. This species was analyzed to determine effects from the proposed Project. The remaining species were not analyzed because they were not found to be present and are not expected to occur in the Action Area.

Conservation measures are incorporated into the Project to address the potential presence of Swainson's hawk and other migratory nesting birds.

7.2 - Determination

No Affect

A ***No Affect*** determination was made for succulent owl's clover, San Joaquin Valley Orcutt grass, hairy Orcutt grass, Greene's tuctoria, monarch butterfly, valley elderberry longhorn beetle, vernal pool fairy shrimp, California tiger salamander, western spadefoot, northwestern pond turtle, blunt-nosed leopard lizard, Fresno kangaroo rat, and San Joaquin kit fox. No consultation is required for these species or for critical habitat. A ***No Affect*** determination was also made for the State or CDFW listed coast horned lizard, tricolored blackbird, western burrowing owl, and American badger.

No USFWS Designated Critical Habitat was identified to occur within the Action Area or BSA for any of these species and the Project actions will have ***No Affect*** to Critical Habitat of federally listed species.

If Project activities occur outside of the nesting season for migratory birds (February 1 through September 15), a ***No Affect*** determination was made for migratory birds. If Project activities occur within the nesting bird season, a ***No Affect*** determination will be made for migratory bird nests if the CM-BIO-1 and CM-BIO-2 measures are implemented.

The Action would have ***No Effect*** on Essential Fish Habitat as the Action will not be impacting any NOAA jurisdictional areas.

May Affect Not Likely to Adversely Affect

Implementation of the conservation measures, CM-BIO-1 through CM-BIO-5, incorporated into the Action coupled with the low likelihood that State listed Swainson's hawk, would occur on site results in a determination that the Project may affect but ***is not likely to adversely affect*** this species.

SECTION 8 - REFERENCES

Baldwin, B.G. (Ed.), D.H. Goldman (Ed.), D. J. Keil (Ed.), R. Patterson (Ed.), T. J. Rosatti (Ed.), D. H. Wilken (Ed.). 2012. *The Jepson Manual: Vascular Plants of California, Second Edition, Thoroughly Revised and Expanded*. University of California Press. Berkeley, California.

Bechard, M. J., C. S. Houston, J. H. Saransola, A. S. England, 2010. Swainson's Hawk (*Buteo swainsoni*), version 2.0. The Birds of North America (A.F. Poole, Editor). Cornell Laboratory of Ornithology, Ithaca, NY, USA. https://doiorg/10.2173/bna.265

Bloom, P. 1980. The status of the Swainson's hawk in California, 1979. Federal aid in wildlife restoration, Project W-54-R-12, Nongame Wildl. Invest. Job Final Report 11-8.0. 24 pp.

California Department of Fish and Wildlife (CDFW). 2014. California Wildlife Habitat Relationships System, Version 9.0. California Interagency Wildlife Task Group. Sacramento, CA.

____.2016. Five Year Status Review for Swainson's Hawk (Buteo swainsoni). California Department of Fish and Wildlife. April 11, 2016.

____. 2025a. Biogeographic Information and Observation System (BIOS). Accessed August 2025, via www.wildlife.ca.gov/data/BIOS.

____. 2025b. California Natural Diversity Database. Commercial version dated June 2024. Accessed May 2025, via https://map.dfg.ca.gov/rarefind/view/RareFind.aspx.

California Native Plant Society. 2025. Inventory of Rare and Endangered Plants. V9-01 1.5. Accessed May 202, via www.rareplants.cnps.org.

City of Madera. 2009. *City of Madera General Plan*, Ch. 5, pp. 106, Accessed May 2025, via https://www.madera.gov/wp-content/uploads/2020/12/City-of-Madera-GP-12-04-20.PDF

Federal Emergency Management Agency (FEMA). 2025. FEMA flood map service center. City of Madera. https://msc.fema.gov.

Google LLC. 2025. Google Earth Pro.

Mayer, K. E., and W. F. Laudenslayer, Jr. 1988. *A guide to wildlife habitat of California*. State of California, Resources Agency, Department of Fish and Wildlife. Sacramento, CA 166pp. With online updates at: https://www.wildlife.ca.gov/Data/CWHR/Wildlife Habitats.

National Oceanic and Atmospheric Administration. 2025. NMFS Resources in California. California Species List Tools. Available at: https://archive.fisheries.noaa.gov/wcr/maps_data /california_species_list_tools.html

U.S. Geological Survey. 2025. National Hydrography Dataset. Accessed January 2025, via https://www.usgs.gov/core-science-systems/ngp/national-hydrography.

U.S. Department of Agriculture, Natural Resources Conservation Service. 2025a. Lists of Hydric Soils. National Cooperative Soil Survey, U.S. Dept of Agriculture. Accessed January 2025, via: https://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/use/hydric/.

____ 2025b. Web Soil Survey. Soil Survey Area: Fresno County, California. Soil Survey Data: Version 11, September 12, 2018. Accessed May 2025, via https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm.

U.S. Fish and Wildlife Service. 1973. The Endangered Species Act of 1973, as amended (16 U.S.C 1531 *et seq*.).

____ 1998. *Recovery plan for upland species of the San Joaquin Valley, California*. Region 1, Portland, OR. 319 pp.

____ 2025a. Information for Planning and Consultation online project planning tool. Available at: https://ecos.fws.gov/ipac/.

____ 2025b. Critical Habitat Portal. Available at: https://ecos.fws.gov/ecp/report/table/critical-habitat.html.

____ 2025c. National Wetlands Inventory Wetlands (NWI) Mapper. Accessed January 2025, via https://www.fws.gov/wetlands/data/mapper.html.

Western Regional Climate Center. 2025. Cooperative Climatological Data Summaries, NOAA Cooperative Station Madera, California (045233). https://wrcc.dri.edu

Zeiner, D., W.F. Laudenslayer, Jr., and K.E. Mayer (May 1988). *California's Wildlife. California Statewide Wildlife Habitat Relationship System, Volumes I, II, & III*. California Department of Fish and Wildlife.

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APPENDIX A

IPAC, CNDDB, AND CNPS SPECIES LISTS

MADERA WATER STORAGE TANK PROJECT,

MADERA, MADERA COUNTY, CALIFORNIA

APPENDIX B

SPECIAL-STATUS SPECIES EVALUATION TABLE

MADERA WATER STORAGE TANK PROJECT

MADERA, MADERA COUNTY, CALIFORNIA

Scientific Name Common Name	Federal/ State CRPR/CDFW	Habitat Requirements	Potential to Occur	Determination
Plants				
Castilleja campestris succulenta succulent owl's-clover	FT/SE 1B.2/-	This is an annual hemi parasitic herb that blooms sometimes as early as March, but typically blooms from April to May. It occurs vernal pools, swales and some seasonal wetlands, often on acidic soils. It occurs at elevations from approximately 165 to 2,460 feet and is documented primarily on the eastern Central Valley floor and foothills from Fresno County north. It is threatened by urban and agricultural development, flood control, grazing, and trampling.	No	**No Effect.** There are four CNDDB records within 10 miles of the BSA. The closest CNDDB record (EONDX 54536) is approximately 8.0-miles southwest of the BSA and is presumed extant. The survey was conducted outside the optimal bloom period, June to August, but no suitable habitat is present within the BSA.
Orcuttia inaequalis San Joaquin Valley Orcutt grass	FT/SE 1B.1/-	This is an annual herb endemic to California that blooms from April to September. It occurs in vernal pools at elevations from approximately 32 to 2,500 feet. It is documented primarily on the eastern Central Valley floor and foothills from Visalia north and is seriously threatened by agricultural, development, overgrazing, channelization, and non-native plants.	No	**No Effect.** There are three CNDDB records within 10 miles of the BSA. The closest CNDDB record (EONDX 22381) is approximately 3.0-miles northeast of the BSA and is extirpated. The survey was conducted during the optimal bloom period, April to September, but no suitable habitat is present within the BSA.
Orcuttia Pilosa hairy Orcutt grass	FE/SE 1B.1/-	This is an annual herb endemic to California that blooms from May to September. It often occurs in acidic and saline-alkaline soils in vernal pools at elevations from approximately 150 to 655 feet. It is only known from a few locations on the Central Valley floor and lower foothills in Madera, Merced, and Stanislaus counties, and the very northern portion of the valley in Butte, Glenn, and Tehama counties. It is seriously threatened by agriculture, urbanization, overgrazing, non-native plants, and trampling.	No	**No Effect.** There are eight CNDDB records within 10 miles of the BSA. The closest CNDDB record (EONDX 22325) is approximately 2.6-miles east of the BSA and is extirpated. The survey was conducted during the optimal bloom period, May to September, but no suitable habitat is present within the BSA.
Tuctoria greenei Greene's tuctoria	FE/SR 1B.1/-	This is an annual herb endemic to California that blooms from May to July and sometimes as late as September. It occurs in small or shallow vernal pools, primarily on Anita clay and Tuscan loam soils. It occurs at elevations from approximately 100 to 3,510 feet and is documented on the Central Valley floor and surrounding foothills, but many occurrences are presumed extirpated. It is threatened by agriculture, urbanization, overgrazing, and habitat fragmentation and loss.	No	**No Effect.** There is one CNDDB record within 10 miles of the BSA. The CNDDB record (EONDX 22357) is approximately 4.0-miles northeast of the BSA and is possibly extirpated. The survey was conducted during the optimal bloom period, May to July, but no suitable habitat is present within the BSA.
Invertebrates				

Scientific Name Common Name	Federal/ State CRPR/CDFW	Habitat Requirements	Potential to Occur	Determination
Danaus plexippus monarch butterfly-overwintering population	FPT/- -/-	This butterfly species occurs in various open habitats including fields, meadows, weedy areas, marshes, and roadsides. Adults make massive migrations from August to October, flying thousands of miles south to hibernate along the California coast and in central Mexico. Eggs are laid and larvae feed on plants in the milkweed family, primarily *Asclepias* sp., but also other genera including *Calotropis, Cynanchum, Gonolobus,* and *Sarcostemma.* Adult butterflies typically live from two to six weeks, but overwintering individuals may live as long as nine months. Overwintering migratory adults will roost in large colonies in forested sites in California and Mexico, which must provide protection from the elements and assist with thermoregulation.	No	**No Effect.** There are no CNDDB records within 10 miles of the BSA. Suitable habitat that could support overwintering populations was not present during the survey. No milkweed plants were present that could support larvae individuals.
Desmocerus californicus dimorphus valley elderberry longhorn beetle	FT/- -/-	This beetle species is closely associated with elderberry shrubs (*Sambucus* sp.) for food and reproduction. This species usually occur along rivers and streams and eggs are laid on the bark of elderberry shrubs and larvae hatch and burrow into the stems. Adults eat elderberry leaves and flowers. Stem diameter must be a minimum of one inch and exit holes in stems are the most common methods for identification. This species ranges from southern Shasta County to Fresno County.	No	**No Effect.** There are no CNDDB records within 10 miles of the BSA. No suitable habitat, elderberry shrubs, that are closely associated with this species were identified during the survey.
Branchinecta lynchi vernal pool fairy shrimp	FT/- -/-	This species occurs in a variety of vernal pool habitats that range from small, clear sandstone rock pools to large, turbid, alkaline, grassland valley floor pools. It occurs more commonly in pools less than 0.05 acre, typically as part of larger vernal pool complexes. Adults are active from early December to early May. Pools must hold water for at least 18 days, the minimum to complete the life cycle if temperatures are optimal. Eggs are laid in spring and persist through dry season as cysts. The current California distribution includes the Central Valley and coast ranges. This species is threatened by habitat loss, degradation, fragmentation, and interference with vernal pool hydrology.	No	**No Effect.** There are 22 CNDDB records within 10 miles of the BSA. The closest CNDDB record (EONDX 108404) is approximately 0.5-miles northeast of the BSA and is presumed extant. This record is from 2017 when two adults were observed in two pools. No suitable habitat, vernal pools, were identified during the survey that could support the species.
Amphibians				

Scientific Name Common Name	Federal/ State CRPR/CDFW	Habitat Requirements	Potential to Occur	Determination
Ambystoma californiense California tiger salamander central California DPS	FT/ST -/WL	This stocky salamander spends the majority of its life aestivating in upland habitat in abandoned small mammal burrows, such as those of ground squirrels. After a sufficient winter rain event, adults emerge to breed in ephemeral pools or artificial ponds, which must remain inundated for at least 12 weeks for reproductive success. Young hatch as larvae with external gills and feed on benthic invertebrates and smaller tadpoles; adults feed on a variety of terrestrial invertebrates, small fish, and small mammals. Upland habitat typically consists of valley and foothill grasslands but can also include oak woodlands and uncommonly riparian habitats. The species is found in the Central Valley and Central Coast at elevations up to 3,200 feet. Threatened by habitat loss, predation by larger amphibians and fish, and hybridization with other tiger salamander species.	No	**No Effect.** There are 32 CNDDB records within 10 miles of the BSA. The closest CNDDB record (EONDX 120426) is approximately 0.7-miles northeast of the BSA and is presumed extant. This record is from 2018 when an adult was found under debris during demolition activities. No suitable habitat, vernal pools, were identified during the survey that could support the species.
Spea hammondii western spadefoot	FPT/- -/SSC	This species relies on vernal pools for breeding where predators cannot become established. It occurs in open areas with sand or gravelly soils in a variety of habitats: grasslands, coastal scrub, woodlands, chaparral, sandy washes, lowland river floodplains, alkali flats, foothills, and mountains. This species is endemic to California and northern Baja California with a distribution from Redding south throughout Central Valley and foothills, throughout the South Coast mountain range into coastal southern California to Transverse mountains and Peninsular mountains. This species occurs at elevations ranging from sea level to 4,500 feet.	No	**No Effect.** There are 34 CNDDB records within 10 miles of the BSA. The closest CNDDB record (EONDX 120426) is approximately 0.5-miles northeast of the BSA and is presumed extant. This record is from 2019 when 24 larvae were captured and released in March 2019. No suitable habitat, vernal pools, were identified during the survey that could support the species.
Reptiles				
Actinemys marmorata northwestern pond turtle	FPT/- -/SSC	This species is highly aquatic and diurnally active. It is found in ponds, lakes, rivers, streams, creeks, marshes, and irrigation ditches with vegetation and rocky or muddy bottoms in a wide variety of habitats. It needs basking areas near water (logs, rocks, vegetation mats, banks). This species may enter brackish water and even seawater and it digs a nest on land near water. It ranges from north of the San Francisco Bay area south, including the Central Valley.	No	**No Effect.** There are no CNDDB records within 10 miles of the BSA. No suitable habitat, ponds, lakes, rivers, streams, creeks, or marshes were identified during the survey. The unnamed ditch that crosses the Action Area west of Road 26, consists of fast flowing currents and no basking habitat that could support the species.

Scientific Name Common Name	Federal/ State CRPR/CDFW	Habitat Requirements	Potential to Occur	Determination
Gambelia sila blunt-nosed leopard lizard	FE/SE -/FP	This large lizard occurs in semiarid habitats within the southern Central Valley, Cuyama Valley, and Panoche Valley, at elevations between 100 and 2,400 feet. Preferred habitats are typically flat, sparsely vegetated grasslands with large open areas with scattered shrubs for cover, and sandy washes. The species spends most of the year underground in abandoned small mammal burrows, with adults surfacing in the spring and early summer to breed and feed. Young hatch in July and August, and both adults and young recede to refugia between August and November. Individuals feed primarily on grasshoppers and smaller lizards. The species is threatened mainly by habitat loss and fragmentation.	No	**No Effect.** There are 7 CNDDB records within 10 miles of the BSA. The closest CNDDB record (EONDX 27810) is approximately 5.0-miles southwest of the BSA and is possibly extirpated. No suitable habitat, sparsely vegetated grassland with large open areas and scatted shrubs, were identified during the survey that could support the species.
Phrynosoma blainvillii coast horned lizard	-/- -/SSC	This cryptic lizard prefers sandy, loose soils in grasslands, forests, woodlands, and open chaparral. Individuals are often found along sandy washes and dirt roads with scattered shrubs for cover. This species feeds almost exclusively on ants. It is found in coastal California from Baja California north to the Bay Area, southeastern desert regions, southern Central Valley flats and foothills and the surrounding mountains on drier, warmer slopes, at elevations up to 8,000 feet. The species is threatened by habitat loss and fragmentation and the spread of invasive ant species displacing native prey.	No	**No Effect.** There are no CNDDB records within 10 miles of the BSA. No suitable habitat, sandy, loose soils within grasslands, forests, woodlands, or chaparral, were identified during the survey.
Birds				
Agelaius tricolor tricolored blackbird	-/ST -/SSC	This species is a year-round resident that is a colonial breeder. It occurs in freshwater, emergent wetlands with tall, dense cattails or tule, but also thickets of willow, blackberry, wild rose, and tall herbs. Breeding colonies consist of a minimum of approximately 50 pairs. This species forages for mostly insects and spiders and less often seeds and cultivated grains in pastures, grain fields, cropland, and similar habitats near breeding areas.	No	**No Effect.** There is one CNDDB record within 10 miles of the BSA. The CNDDB record (EONDX 103497) is approximately 7.0-miles northeast of the BSA and is presumed extant. No suitable habitat, freshwater emergent wetlands, were identified during the survey that could support the species.

Scientific Name Common Name	Federal/ State CRPR/CDFW	Habitat Requirements	Potential to Occur	Determination
Athene cunicularia ssp. hypugaea western burrowing owl	-/SC -/SSC	This species occupies a variety of open, semi-arid to arid habitats throughout Central and Southern California, including desert regions. It prefers open habitats with few shrubs or trees and low-growing vegetation. It is most active around sunrise and sunset and utilizes burrows constructed by mammals year-round for shelter and nesting. This species is well documented in urban areas where patches of undeveloped areas are present (e.g., canals, airports, drainage basins), and in areas of dense agricultural development, particularly where canals provide burrow habitat. It forages primarily for rodents and insects within several miles of its burrow, usually in open grassy habitats if available. It has been observed hunting bats and insects around parking lot lights. Threats to this species include development resulting in habitat loss/fragmentation.	No	**No Effect.** There are 2 CNDDB records within 10 miles of the BSA. The closest CNDDB record (EONDX 62876) is approximately 0.5-miles west of the BSA and is possibly extirpated. No suitable habitat, open habitat with minimal shrubs and trees, are present within the BSA. The BSA is highly disturbed with residential and commercial development.
Buteo swainsoni Swainson's hawk	-/ST -/-	This species occurs in grassland, desert and agricultural landscapes in the Central Valley and Antelope Valley. These hawks may be resident or migrant, and nest and breed in stands with few trees in juniper-sage flats, riparian areas, and oak savannah habitats. This species has also been observed nesting and breeding in large eucalyptus trees along freeways and in trees over rural residences surrounded by agriculture. Nests are a platform of sticks, bark, and fresh leaves at or near the top of trees. This species breeds from late March to late August. It forages in grassland, open scrub, and grain fields, primarily for rodents.	Nesting -Yes Foraging - Yes	**May Affect Not Likely to Adversely Affect.** There are four CNDDB records within 10 miles of the BSA. The closest CNDDB record (EONDX 103593) is approximately 2.5-miles southwest of the BSA and is presumed extant. One adult Swainson's hawk was observed during the survey, but no nest was in vicinity. The individual did not display any nest building behaviors, so it most likely was foraging in the vicinity. Suitable nesting habitat is present within 0.5-miles of the BSA, specifically in areas with large trees. Open non-native grasslands are present within the BSA and could provide foraging opportunities for the species.
Mammals				

Scientific Name Common Name	Federal/ State CRPR/CDFW	Habitat Requirements	Potential to Occur	Determination
Dipodomys nitratoides exilis Fresno kangaroo rat	FE/SE -/-	This is a subspecies of the San Joaquin kangaroo rat (*Dipodomys nitratoides*) that occurs on bare alkaline clay-based soils typically within alkali desert scrub and open grassland. Historically, this species occurred on the valley floor in Kings, Fresno, Madera, and Merced counties, but may be extirpated within most of the historical range. This species is nocturnal that excavates burrows for temperature regulation, litter-rearing, shelter, and escape from predators typically with tunnels approximately 12 to 15 inches below ground. It eats seeds of annual forbs and grasses. It is threatened by predation and disease.	No	**No Effect.** There is one CNDDB record within 10 miles of the BSA. The CNDDB record (EONDX 65483) is approximately 7.0-miles southwest of the BSA and is presumed extant. No suitable habitat, bare alkaline clay-based soils within alkali desert scrub and open grassland, were identified during the survey that could support the species.
Taxidea taxus American badger	-/- -/SSC	This species occurs mostly in open, drier stages of shrub, forest, and herbaceous habitats, with friable soils. It feeds mostly on fossorial rodents. It digs burrows for cover and reproduction and can dig a new den each night. Litters are typically born in March and April. This species can be somewhat tolerant of human activities but generally avoids cultivated agricultural habitats.	No	**No Effect.** There are two CNDDB record within 10 miles of the BSA. The CNDDB record (EONDX 56660) is approximately 7.5-miles northeast of the BSA and is presumed extant. No suitable habitat, open, drier stages of shrub, forest, and herbaceous habitats, with friable soils, were identified during the survey that could support the species.
Vulpes macrotis mutica San Joaquin kit fox	FE/ST -/-	This fox species is endemic to the Central Valley and primarily occurs in arid to semi-arid grasslands, open shrublands, savannahs, and grazed lands with loose-textured soils within the San Joaquin Valley, Carrizo Plain, Salinas Valley, Cuyama Valley, and other small valleys in western foothills. Intensively-maintained agricultural areas are typically avoided. It is highly adaptable and documented in urban developed areas. It uses burrows year-round for shelter, escape from predators, and rearing young and it will use man-made structures, such as pipes, for denning. Kit fox feed primarily on small mammals, but will also consume birds, reptiles, insects, and scavenge for human food. It is threatened by habitat loss and fragmentation, vehicle strikes, and disease such as the current mange outbreak in urban population in Bakersfield and in nearby natural areas.	No	**No Effect.** There are no CNDDB records within 10 miles of the BSA. No suitable habitat, arid to semi-arid grasslands, open shrublands, savannahs, and grazed lands with loose-textured soils were identified during the survey.

Sources:

Unites States Fish and Wildlife Service (USFWS). 2025. Federal Endangered and Threatened Species List.

California Natural Diversity Database (CNDDB). May 2025. State and Federally Listed Endangered and Threatened Animals of California. California Department of Fish and Wildlife. Sacramento. CA

Scientific Name Common Name	Federal/ State CRPR/CDFW	Habitat Requirements	Potential to Occur	Determination

Abbreviations:
Federal Status:
FE - Federal Endangered Species
FPT - Federal Proposed Threatened
FT - Federal Threatened Species
California Status
SCE - California Candidate Endangered
SR - California State Listed - Rare
SE - California Endangered Species
ST - California Threatened Species
CDFW Status
SSC - CDFW Species of Special Concern
WL - CDFW Watch List

APPENDIX C

REPRESENTATIVE SITE PHOTOGRAPHS

MADERA WATER STORAGE TANK PROJECT

MADERA, MADERA COUNTY, CALIFORNIA

Photograph 1: Existing well site at APN 013-280-001. The pipeline will connect to this facility.
GPS Coordinates: 36.992732, -120.095043, facing west.
Photograph taken by Karissa Denney on May 25, 2025.

Photograph 2: Pipeline will be placed south of the existing facility through the non-native grassland.
GPS Coordinates: 36.992360, -120.095096, facing south.
Photograph taken by Karissa Denney on May 25, 2025.

Photograph 3: Representative view of the pipeline placement within the City of Madera ROW.
GPS Coordinates: 36.987189, -120.088888, facing north.
Photograph taken by Karissa Denney on May 25, 2025.

Photograph 4: Representative view of the pipeline placement within the City of Madera ROW.
GPS Coordinates: 36.986997, -120.081358, facing east.
Photograph taken by Karissa Denney on May 25, 2025.

Photograph 5: Representative view of the pipeline placement within the City of Madera ROW.
GPS Coordinates: 36.987007, -120.059725, facing east.
Photograph taken by Karissa Denney on May 25, 2025.

Photograph 6: View of the canal ditch that the Action Area will be crossing.
GPS Coordinates: 36.986951, -120.075433, facing east.
Photograph taken by Karissa Denney on May 25, 2025.

Photograph 7: Representative view of the tank location at APN 038-030-031.
GPS Coordinates: 36.989103, -120.056354, facing northwest.
Photograph taken by Karissa Denney on May 25, 2025.

Photograph 8: Representative view of the tank location at APN 038-030-031.
GPS Coordinates: 36.989725, -120.057048, facing south.
Photograph taken by Karissa Denney on May 25, 2025.

Photograph 9: Representative view of the tank location at APN 038-030-031.
GPS Coordinates: 36.989047, -120.056881, facing northeast.
Photograph taken by Karissa Denney on May 25, 2025.

Photograph 10: Representative view of the tank location at APN 038-030-031.
GPS Coordinates: 36.989047, -120.056881, facing west.
Photograph taken by Karissa Denney on May 25, 2025.

APPENDIX D

PLANT AND WILDLIFE SPECIES OBSERVED ON SITE

MADERA WATER STORAGE TANK PROJECT

MADERA, MADERA COUNTY, CALIFORNIA

Table D-1
Plant Species Observed within the Biological Survey Area.
Madera Water Storage Tank Project, Madera, Madera County, California

Scientific Name	Common Name	Status
Trees		
	ornamental trees	
Eucalyptus globulus	Eucalyptus tree	Cal-IPC: Limited
Prunus amygdalus	almond tree	Non-Native
Washingtonia robusta	Mexican fan palm tree	Native
Herbs		
	ornamental plants	
Amsinckia menziesii var. intermedia	common fiddleneck	Native
Convolvulus arvensis	field bindweed	Non-Native
Datura stramonium	Jimson weed	Non-Native
Erodium cicutarium	red-stem filaree	Cal-IPC: Limited
Hirschfeldia incana	short-pod mustard	Cal-IPC: Moderate
Rumex acetosa	sorrel	Non-Native
Rumex crispus	curly dock	Cal-IPC: Limited
Rumex pulcher	fiddle dock	Non-Native
Grasses		
Avena fatua	wild oat	Cal-IPC: Moderate
Bromus diandrus	ripgut brome	Cal-IPC: Moderate
Schismus barbatus	Mediterranean grass	Cal-IPC: Limited

*Cal-IPC = California Invasive Plant Council.
Rating system: **High** = several ecological impacts; **Moderate** = substantial but not severe ecological impacts; **Limited** = minor ecological impacts or not enough information to justify higher score.

Table D-2
Wildlife Species Observed within the Biological Survey Area.
Madera Water Storage Tank Project, Madera, Madera County, California

Scientific Name	Common Name	Native or Introduced
Reptiles		
Thamnophis sirtalis	garter snake	Native
Birds		
Aimophila ruficeps	Rufus crowned sparrow	Native
Aphelocoma californica	western scrub jay	Native
Branta canadensis	Canadian goose	Native
Bubulcus ibis	Cattle egret	Native
Buteo jamaicensis	red-tailed hawk	Native
Buteo swainsoni	Swainson's hawk	Native
Cathartes aura	turkey vulture	Native
Columba livia domestica	homing pigeon	Native
Corvus brachyrhynchos	American crow	Native
Euphagus cyanocephalus	Brewer's blackbird	Native
Gallus gallus domesticus	domestic chicken	Native
Haemorhous mexicanus	house finch	Native
Mimus polyglottos	northern mockingbird	Native
Passer domesticus	house sparrow	Native
Petrochelidon pyrrhonota	cliff swallow	Native
Sturnus vulgaris	European starling	Non-Native
Tyrannus verticalis	western kingbird	Native
Zenaida macroura	mourning dove	Native
Zonotrichia leucophrys	white crowned sparrow	Native
Mammals		
Bos taurus	domestic cow	Native
Canis lupus familiaris	domestic dog	Native
Equus ferus caballus	domestic horse	Native
Felis catus	domestic cat	Native
*Otospermophilus beecheyi**	California ground squirrel	Native
Ovis aries	domestic sheep	Native
*Thomomys bottae**	Botta's pocket gopher	Native

cogstone
PALEONTOLOGY - ARCHAEOLOGY - HISTORY

CULTURAL RESOURCES ASSESSMENT REPORT FOR THE CITY OF MADERA WATER STORAGE TANK, PUMP STATION AND TRANSMISSION MAIN PROJECT, CITY OF MADERA, MADERA COUNTY, CALIFORNIA

Prepared for:
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Shannon Lopez, M.A.

Principal Investigator:
Alison Bryson-Deveraux, M.A.

Date
June 2025

Cogstone Project Number: 6219
Type of Study: Cultural Resources Assessment
Sites: P-20-002308/CA-MAD-2649H; M.I.D. Canal Bridge (41C0132)
USGS Quadrangle: Madera 7.5' (1982)
Area: 50.28
Key Words: Positive Results; Madera Canal; Yokut Territory; Madera County

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SUMMARY OF FINDINGS

This cultural resources assessment report was conducted to determine the potential impacts to cultural resources within the Water Storage Tank, Pump Station and Transmission Main Project (Project), City of Madera (City), Madera County, California. The City is the lead agency under the California Environmental Quality Act (CEQA). A portion of the Project crosses Bureau of Reclamation (BOR) land and thus the BOR is the lead agency for compliance with Section 106 of the National Historic Preservation Act (NHPA).

The Project Area of Potential Effects (APE) is located within the City of Madera from the north terminus of Sharon Boulevard to the crossing at Ellis Street, east along Ellis Street to North Lake Street, and along North Lake Street to a tank location site along the western side of North Lake Street. Additional work is planned along the existing Madera Canal which transects Ellis Street west of Road 26. Specifically, the Project is located within Sections 10, 11 and 12 of Range 17 East, Township 11 South and Section 7, Range 18 East, Township 11 South of the 1982 Madera 7.5' USGS Topographic Map.

The Project proposes construction of water supply and distribution facilities to meet the demand conditions identified by hydraulic model demands and projections. Provisions for future facility expansion to meet Year 2044 and Year 2058 will be incorporated into the design documents. The initial phase of the Project (Phase 1) includes a 2.5 MG prestressed concrete water storage tank, a 3,500 gallon per minute (gpm) firm capacity booster pump station, a 13,200 linear foot (LF) 24-inch transmission main from City-owned Well 38 to the tank site, and tank site improvements. Based on current projections, the initial phase of this Project should be sufficient to meet drinking water demands and fire protection requirements through 2043.

Cogstone requested a search of the California Historical Resources Information System (CHRIS) from the Southern San Joaquin Valley Information Center (SSJVIC) located at California State University, Bakersfield which included the entire proposed APE as well as a one-mile radius. Results of the record search were received on May 12, 2025 and indicated that 11 previous studies have been completed within the APE while an additional 21 studies have been completed previously within a one-mile radius of the APE.

One cultural resource, Madera Canal (P-20-002308/CA-MAD-2649H) has been previously recorded within the APE. An additional resource, Madera Irrigation District (M.I.D.) Canal Bridge (41C0132), was identified in the California Historic Bridge Inventory. Outside of the APE a total of seven cultural resources have been previously documented within the one-mile search radius from the APE.

A Sacred Lands File (SLF) search was requested from the Native American Heritage Commission (NAHC) on April 29, 2025. On April 30, 2025, the NAHC responded that the SLF search was completed with negative results, and provided contact information for 13 Native American tribal organizations and individuals that may have more information about the Project area.

On May 14, 2025, Cogstone archaeologist Alison Bryson-Deveraux completed an intensive pedestrian survey of the APE. The APE consists of approximately 50 acres of a mostly hardscaped urban area with open segments of undeveloped land, mainly within easements and directly adjacent to existing roadways. No archaeological resources were noted during survey.

A segment of the historic in age Madera Canal (P-20-002308/CA-MAD-2649H) and M.I.D. Canal Bridge (41C0132) are located within the APE. California Department of Parks and Recreation 523 (DPR 523) forms were updated for these resources and they were evaluated for historic significance. Due to a lack of historic significance, these resources are recommended not eligible for listing at the national, state, or local level.

INTRODUCTION

PURPOSE OF STUDY

This cultural resources assessment report was conducted to determine the potential impacts to cultural resources within the Water Storage Tank, Pump Station and Transmission Main Project (Project), City of Madera (City), Madera County, California (Figure 1). The City is the lead agency under the California Environmental Quality Act (CEQA). A portion of the Project crosses Bureau of Reclamation (BOR) land and thus the BOR is the lead agency for compliance with Section 106 of the National Historic Preservation Act (NHPA).

PROJECT LOCATION AND DESCRIPTION

The Project Area of Potential Effect (APE) is located within the City of Madera from the north terminus of Sharon Boulevard to the crossing at Ellis Street, east along Ellis Street to North Lake Street, and along North Lake Street to a tank location site along the western side of North Lake Street. Additional work is planned along the existing Madera Canal which transects Ellis Street west of Road 26.

Specifically, the Project is located within Sections 10, 11 and 12 of Range 17 East, Township 11 South and Section 7, Range 18 East, Township 11 South of the 1982 Madera 7.5' USGS Topographic Map (Figure 2).

The Project proposes construction of water supply and distribution facilities to meet the demand conditions identified by hydraulic model demands and projections. Provisions for future facility expansion to meet Year 2044 and Year 2058 will be incorporated into the design documents. The initial phase of the Project (Phase 1) includes a 2.5 MG prestressed concrete water storage tank, a 3,500 gallon per minute (gpm) firm capacity booster pump station, a 13,200 linear foot (LF) 24-inch transmission main from City-owned Well 38 to the tank site, and tank site improvements. Based on current projections, the initial phase of this Project should be sufficient to meet drinking water demands and fire protection requirements through 2043.

AREA OF POTENTIAL EFFECTS

The APE was established as 50.28 acres and includes all potential direct and indirect effects to cultural resources that may result from the proposed Project (Figure 3). The width of the APE ranges from a minimum of 66 feet (20 meters) to a maximum of 1,549 feet (472 meters). The length of the APE is 13,458 feet (4,102 meters). The vertical APE is the maximum depth of any Project related ground disturbing work. The depth of ground disturbance is anticipated not to exceed 20 feet (6.09 meters) for boring work under the canal.

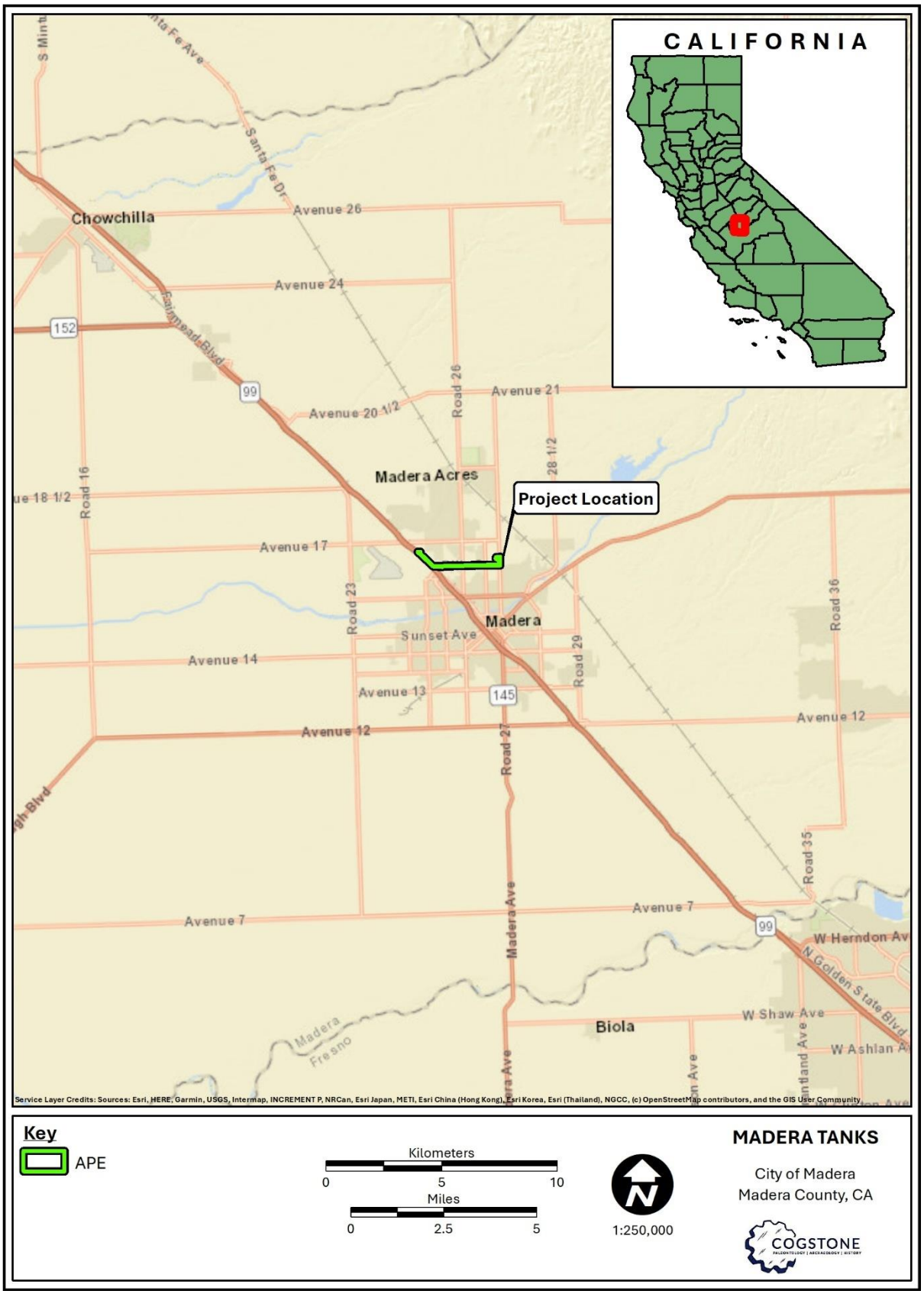

Figure 1. Project vicinity map

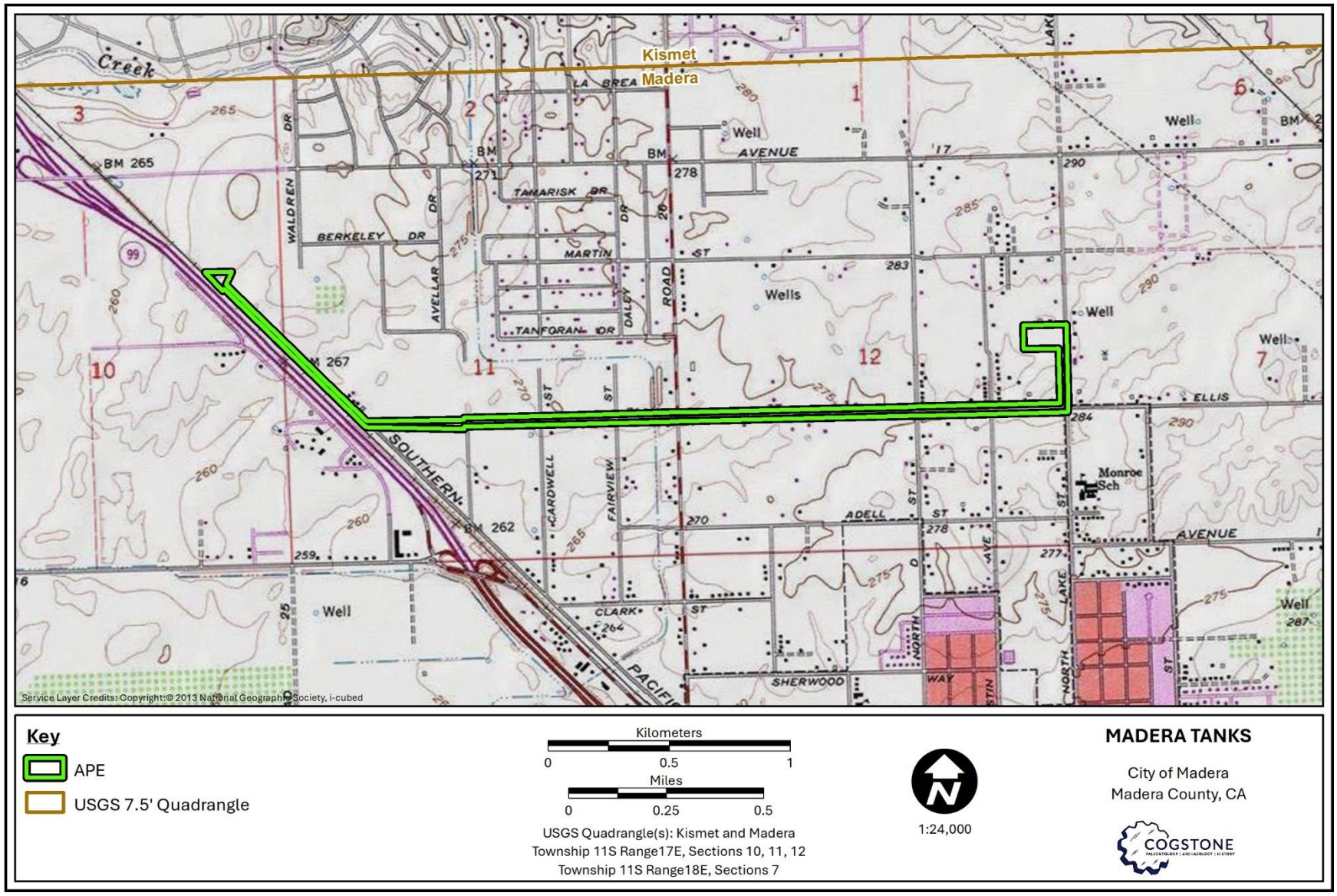

Figure 2. Project location

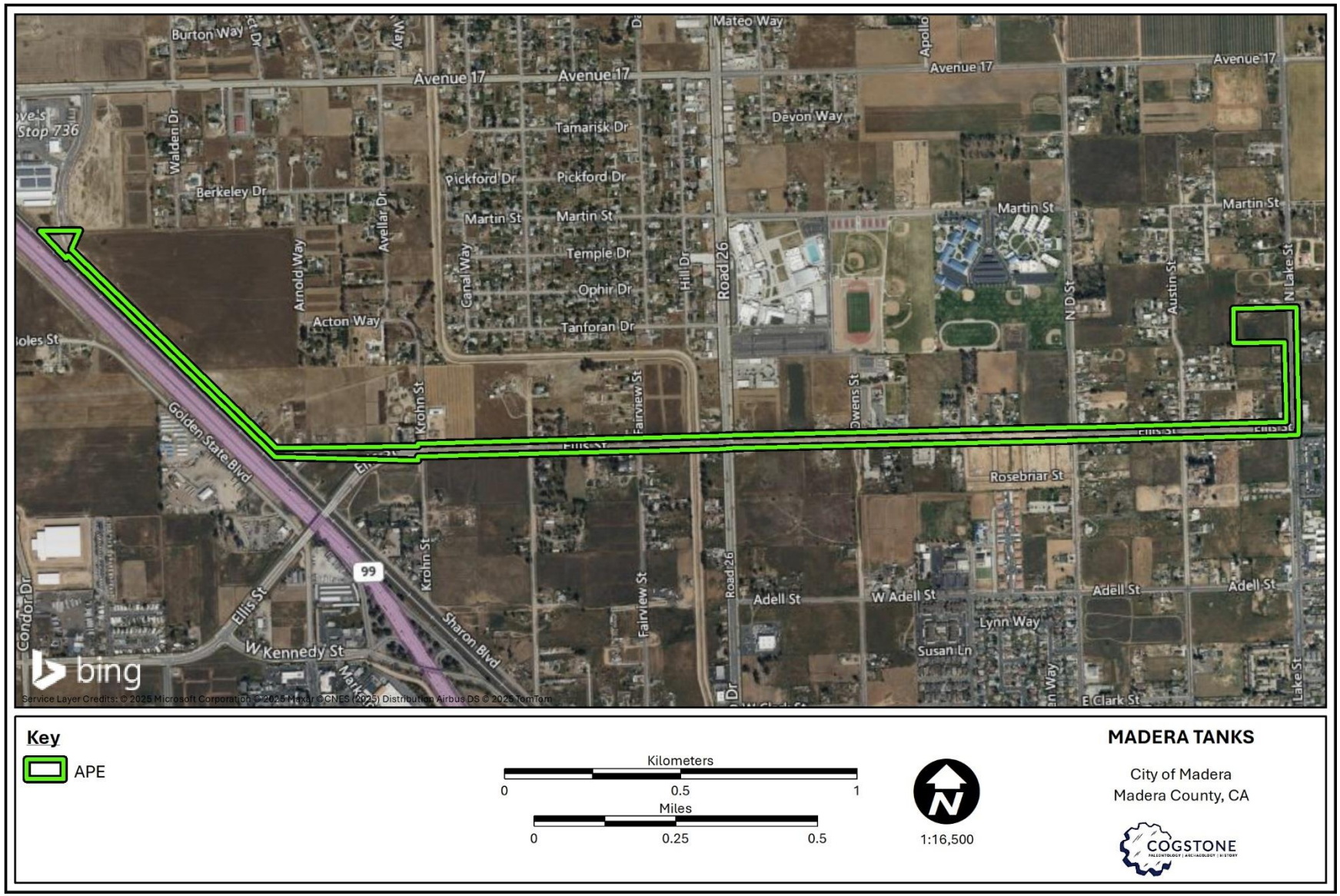

Figure 3. APE map

PROJECT PERSONNEL

Cogstone Resource Management (Cogstone) conducted the cultural resources survey and authored this report. Resumes of key personnel are provided in Appendix A.

- Molly Valasik served as Principal Archaeologist and provided overall QA/QC for the Project. Ms. Valasik has an M.A. in Anthropology from Kent State University in Ohio and 16 years of experience in California archaeology.

- Alison Bryson-Deveraux served as the Principal Investigator for Archaeology and co-authored this report. Ms. Bryson-Deveraux holds an M.A. in Historic Preservation from Prescott College and a B.A. in Anthropology (concentration in Archaeology) from the University of California (UC), Santa Barbara. She has 21 years of experience in California archaeology.

- Shannon Lopez co-authored this report and conducted the historic evaluation. Ms. Lopez holds an M.A. in History (with an emphasis in architectural history) from California State University (CSU), Fullerton. She has more than seven years of experience in the field of history and architectural history.

- Logan Freeberg made the Geographic Information System (GIS) maps in this report. Mr. Freeberg holds a B.A. in Anthropology from UC Santa Barbara and a GIS certification from CSU Fullerton. He has over 20 years of experience in California archaeology.

REGULATORY ENVIRONMENT

FEDERAL LAWS AND REGULATIONS

NATIONAL HISTORIC PRESERVATION ACT

The National Historic Preservation Act (NHPA) is the primary federal law governing the preservation of cultural resources in the United States. The law establishes a national preservation program and a system of procedural protections which encourage the identification and protection of cultural resources of national, state, Tribal, and local significance. A primary component of this act, the Section 106 Review Process requires that federal agencies take into consideration actions that could adversely affect historic properties that are listed or eligible for listing in the National Register of Historic Places (NRHP).

NATIONAL REGISTER OF HISTORIC PLACES

The NRHP is the nation's official list of buildings, structures, objects, sites, and districts worthy of preservation because of their significance in American history, architecture, archaeology, engineering, and culture. The National Register recognizes resources of local, state, and national significance that have been documented and evaluated according to uniform standards and criteria.

Authorized under the NHPA, the National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect historic and archeological resources. The National Register is administered by the National Park Service (NPS), which is part of the United States Department of the Interior.
To be eligible for listing in the National Register, a resource must meet at least one of the following criteria:

A. Is associated with events that have made a significant contribution to the broad patterns of our history;
B. Is associated with the lives of persons significant in our past;
C. Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;
D. Has yielded, or may be likely to yield, information important in history or prehistory.

NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT

The Native American Graves Protection and Repatriation Act (NAGPRA) intends to ensure the protection and rightful disposition of Native American ancestral remains and cultural items located on federal or Native American lands and in the federal government’s possession or control. The implementing regulations provide detailed definitions of what is regulated under Section 2 and 43 CFR Part 10 of the act. When there is activity affecting or likely to affect

Native American ancestral remains or cultural items on federal or tribal lands, a NAGPRA Plan of Action (POA) must be developed to describe the procedures for the treatment and disposition of ancestral remains, funerary objects, objects of cultural patrimony, and/or sacred objects that may be inadvertently identified during planned excavations.

NATIONAL ENVIRONMENTAL POLICY ACT

The National Environmental Policy Act (NEPA) directs federal agencies to use all practicable means to "preserve important historic, cultural, and natural aspects of our national heritage…" (42 U.S.C. §4321.102.6.4). If the presence of a significant environmental resource is identified during the scoping process, federal agencies and the agents must take the resource into consideration when evaluating the effects of the project. Consideration of paleontological resources may be required under NEPA when a project is proposed for development on federal land, or land under federal jurisdiction. The level of consideration depends upon the federal agency involved.

ANTIQUITIES ACT

The Antiquities Act states, in part: That "any person who shall appropriate, excavate, injure or destroy any historic or prehistoric ruin or monument, or any object of antiquity, situated on lands owned or controlled by the Government of the United States, without the permission of the Secretary of the Department of the Government having jurisdiction over the lands on which said antiquities are situated, shall upon conviction, be fined in a sum of not more than five hundred dollars or be imprisoned for a period of not more than ninety days, or shall suffer both fine and imprisonment, in the discretion of the court" (16 U.S.C. §433.1).

Although there is no specific mention of natural or paleontological resources in the act itself, or in the act's uniform rules and regulations [Title 43 Part 3, Code of Federal Regulations (CFR)], "objects of antiquity" has been interpreted to include fossils by NPS, the Bureau of Land Management (BLM), the United States Forest Service (USFS), and other federal agencies.

STATE LAWS AND REGULATIONS

CALIFORNIA ENVIRONMENTAL QUALITY ACT

CEQA states that it is the state's policy "that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects, and that the procedures required by this division are intended to assist public agencies in systematically identifying both the significant effects of proposed project and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects."

CEQA declares that it is state policy to: "take all action necessary to provide the people of this state with...historic environmental qualities." It further states that public or private projects

financed or approved by the state are subject to environmental review by the state. All such projects, unless entitled to an exemption, may proceed only after this requirement has been satisfied. CEQA requires detailed studies that analyze the environmental effects of a proposed project. In the event that a project is determined to have a potential significant environmental effect, the act requires that alternative plans and mitigation measures be considered.

TRIBAL CULTURAL RESOURCES

A tribal cultural resource is defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historical Resources (CRHR), or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

As of 2015, CEQA established that "[a] project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment" (Public Resources Code, § 21084.2).

To help determine whether a project may have such an effect, the lead agency must consult with any California Native American tribe that requests consultation and is traditionally and culturally affiliated with the geographic area of a proposed project. If a lead agency determines that a project may cause a substantial adverse change to tribal cultural resources, the lead agency must consider measures to mitigate that impact. Public Resources Code §20184.3 (b)(2) provides examples of mitigation measures that lead agencies may consider to avoid or minimize impacts to tribal cultural resources.

PUBLIC RESOURCES CODE

Section 5097.5: No person shall knowingly and willfully excavate upon, or remove, destroy, injure or deface any historic or prehistoric ruins, burial grounds, archaeological or vertebrate paleontological site, including fossilized footprints, inscriptions made by human agency, or any other archaeological, paleontological or historical feature, situated on public lands (lands under state, county, city, district or public authority jurisdiction, or the jurisdiction of a public corporation), except with the express permission of the public agency having jurisdiction over such lands. Violation of this section is a misdemeanor. As used in this section, "public lands"

means lands owned by, or under the jurisdiction of, the state, or any city, county, district, authority, or public corporation, or any agency thereof.

CALIFORNIA REGISTER OF HISTORICAL RESOURCES

The CRHR is a listing of all properties considered to be significant historical resources in the state. The California Register includes all properties listed or determined eligible for listing in the National Register, including properties evaluated under Section 106 as well as State Historical Landmarks numbered 770 and above. The California Register statute specifically provides that historical resources must be considered under CEQA if they are listed, determined eligible for listing in the California Register by the State Historical Resources Commission, or are resources that meet the California Register criteria. Other resources, such as resources listed in local registers of historic resources or in local surveys, may be listed if they are determined by the State Historic Resources Commission to be significant in accordance with the criteria and procedures to be adopted by the Commission and are nominated; their listing in the California Register is not automatic.

Resources eligible for listing include buildings, sites, structures, objects, or historic districts that retain historical integrity and are historically significant at the local, state, or national level under one or more of the following four criteria:

1) It is associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States;
2) It is associated with the lives of persons important to local, California, or national history;
3) It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values; or
4) It has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation.

In addition to having significance, resources must have integrity for the period of significance which is the date or span of time within which significant events transpired or significant individuals made their important contributions. Integrity is the authenticity of a historical resource's physical identity as evidenced by the survival of characteristics or historic fabric that existed during the resource's period of significance.

Alterations to a resource or changes in its use over time may have historical, cultural, or architectural significance. Simply, resources must retain enough of their historic character or appearance to be recognizable as historical resources and to convey the reasons for their significance. A resource that has lost its historic character or appearance may still have sufficient integrity for the California Register, if, under Criterion 4, it maintains the potential to yield significant scientific or historical information or specific data.

NATIVE AMERICAN HUMAN REMAINS

Sites that may contain human remains important to Native Americans must be identified and treated in a sensitive manner, consistent with state law (i.e., Health and Safety Code §7050.5 and Public Resources Code §5097.98), as reviewed below:

In the event that human remains are encountered during project development and in accordance with the Health and Safety Code Section 7050.5, the County Coroner must be notified if potentially human bone is discovered. The Coroner will then determine within two working days of being notified if the remains are subject to his or her authority. If the Coroner recognizes the remains to be Native American, he or she shall contact the Native American Heritage Commission (NAHC) by phone within 24 hours, in accordance with Public Resources Code Section 5097.98. The NAHC will then designate a Most Likely Descendant (MLD) with respect to the human remains. The MLD then has the opportunity to recommend to the property owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and associated grave goods.

CALIFORNIA ADMINISTRATIVE CODE, TITLE 14, SECTION 4307

This section states that "No person shall remove, injure, deface or destroy any object of paleontological, archeological or historical interest or value."

BACKGROUND

ENVIRONMENTAL SETTING

The APE lies along the eastern side of the Central Valley near the western slope of the Sierra Nevada mountain range, approximately 17 miles northwest of Fresno and 30 miles southeast of Merced. The climate is Mediterranean, which is characterized by hot, dry summers often in the 90s, and mild, wet winters. Fog is also common in the winter due to a natural low-pressure system over the valley. Average annual precipitation for the area 12.23 inches (Felton 1965; USCD 2025).

Native flora near and within the APE includes California buckeye (*Aesculus californica*), Rainbow iris (*Iris hartwegii*), Orcutt's Brome (*Bromus orcuttianus*), Common tule (*Scirpus acutus),* Spikerush (*Eleocharis spp*.), Silver lupine (*Lupinus albifrons*), California poppy (*Eschscholzia californica*) and Sacred datura (*Datura wright*). Native fauna includes mule deer (*Odocoileus hemionus*), Pacific chorus frog (*Pseudacris regilla*), pond slider (*Trachemys scripta*) Northern Pacific rattlesnake (*Crotalus oreganus ssp. oreganus*), acorn woodpecker (*Melanerpes formicivorus*), Western tanager (*Piranga ludoviciana*), Cooper's hawk (*Accipiter cooperii*), Mule deer (*Odocoileus hemionus*), Gambel's deer mouse (*Peromyscus gambelii),* and coyote (*Canis latrans*; iNaturalist 2025).

PREHISTORIC SETTING

PALEOINDIAN AND LOWER ARCHAIC PERIODS (13,500 CAL BP – 7,500 CAL BP)

Few archaeological sites that predate 5,000 years ago have been discovered in the Central California/Central Valley region. Near the end of the Pleistocene (approximately 11,000 cal BP) and during the early Middle Holocene (approximately 7,500 cal BP), there were periods of climate change and associated alluvial deposition throughout the central California lowlands (Rosenthal et al. 2007). Geo-archaeological studies (e.g., Meyer and Rosenthal 2008; Rosenthal and Meyer 2004a, 2004b; White 2003) have verified that large segments of the Late Pleistocene landscape were removed or buried by periodic episodes of deposition or erosion during the Middle Holocene. These studies confirm estimates advanced by Moratto (1984) that Paleoindian and Lower Archaic sites were buried during the last 5,000 to 6,000 years by deposits of Holocene alluvium up to 10 meters thick along the lower stretches of the Sacramento River and San Joaquin River drainage systems.

Archaeological evidence for the Paleoindian Period is scant and is comprised primarily of fluted projectile points, which are morphologically similar to the well-dated Clovis points found elsewhere in North America (Rosenthal et al. 2007; Dillon 2002). In the Central Valley, fluted points have been identified at only three archaeological localities, and in each case, the points

were recovered from remnant features of the Pleistocene landscape. The three localities are the Woolfsen Mound (CA-MER-215) in Merced County, Tracey Lake in San Joaquin County, and the Tulare Lake basin in Kings County.

The Lower Archaic Period is also mainly represented by isolated finds, such as at the Tulare Lake basin in the southern San Joaquin Valley (Rosenthal et al. 2007). As a consequence of the natural alluvial deposition processes, only one site on the valley floor has produced cultural material dating to this period. Located in Kern County on the ancient shoreline of Buena Vista Lake, stratified cultural deposits at CA-KER-116 yielded stone tools (stemmed projectile point and crescents) and the remains of birds, fish and shellfish but no plant remains or milling tools. At two Lower Archaic Period sites in the foothills of Calaveras County (Skyrocket CA-CAL-629/630; LaJeunesse and Pryor 1996) and eastern Contra Costa County (CA-CCO-637; Meyer and Rosenthal 1998), abundant handstones and milling slabs have been recovered.

MIDDLE ARCHAIC PERIOD (7,500 CAL BP– 2,500 CAL BP)

Middle Archaic Period archaeological sites are more common in the foothills, particularly in buried contexts between circa 6,000 and 4,000 cal BP, and are relatively scarce on the valley floor due to burial by natural processes (Rosenthal et al. 2007). The change in climate and rising sea levels at the start of the Middle Holocene led to the development of the extensive marshland known as the Sacramento–San Joaquin Delta (Atwater and Belknap 1980; Goman and Wells 2000). The archaeological record indicates groups followed a seasonal foraging strategy and exploited a wide range of natural resources, including a variety of large and small mammals, fish, waterfowl, and plant resources (Fredrickson 1973; Heizer 1949; Moratto 1984; Ragir 1972). It is also likely that groups occupied higher elevations in the summer and shifted to lower elevations during the winters (Moratto1984), and that residential stability along river corridors within the Central Valley increased during this period (Rosenthal et al. 2007).

Faunal remains recovered from Middle Archaic sites include tule elk, deer, pronghorn, and rabbits, while fish remains include salmon, sturgeon, and smaller freshwater fishes. Seeds or acorns formed an important part of the diet during this period (Moratto 1984; Rosenthal et al. 2007). The remains of acorns and pine nuts have been recovered from foothill sites in Calaveras (CA-CAL-629/630 and CA-CAL-789) and Fresno (CAL-FRE-61) counties, and milling implements found at sites include grinding slabs (metates) and handstones (manos), as well as mortars and pestles.

Projectile points common in Middle Archaic sites are classified within the Sierra Contracting Stem and Houx Contracting Stem series (Justice 2002). Spears, angling hooks, composite bone hooks, and baked clay artifacts that may have been used as net or line sinkers represent the variety of fishing implements found at sites dating to this period. Other baked clay items include pipes and discoids, as well as cooking stones. Impressions of twined basketry, bone tools, shell

beads, and ground and polished charmstones have also been recovered. A variety of grave goods accompanied burials in cemetery areas, which were separate from habitation areas.

The presence during the Middle Archaic of an established trade network is indicated by a variety of exotic cultural materials, including obsidian tools, quartz crystals, and *Olivella* shell beads. Obsidian sources during this period included quarries in the eastern Sierra, Cascades, and North Coast Ranges (Rosenthal et al. 2007).

UPPER ARCHAIC PERIOD (2,500 CAL BP – 850 CAL BP)

The Upper Archaic Period is better understood than any of the preceding periods (Rosenthal et al. 2007). Technology is more specialized during this period, with innovations and new types of bone tools, *Olivella* shell beads, *Haliotis* ornaments, charmstones, and ceremonial blades. An abundance of grinding tools (mortars and pestles) and plant remains, accompanied by a decrease in slab milling stones and handstones, indicates a shift to a greater reliance on acorns as a dietary staple during the Upper Archaic Period (Fredrickson 1974; Moratto 1984; Wohlgemuth 2004; Rosenthal et al. 2007). Archaeologists generally agree that milling slabs and handstones may have been used primarily for grinding wild grass grains and seeds, while mortars and pestles are better suited to crushing and grinding acorns (Moratto 1984).

A wide variety of natural resources were exploited during this period. Subsistence strategies varied regionally, focusing on seasonally available resources suited for harvesting in bulk, such as salmon, shellfish, deer, rabbits, and acorns (Rosenthal et al. 2007). Numerous large shell mounds dating to this period are located near fresh or salt water and indicate exploitation of a variety of aquatic resources was relatively intensive. The accumulations of cultural debris and habitation features, such as rock-lined ovens, house floors, burials, hearths and fire-cracked rock, reflect long-term residential occupation (Bouey 1995).

In the western margins of the San Joaquin Valley, discrete cemeteries date to the Upper Archaic Period at sites in Contra Costa and Merced counties (CA-CCO-696, CA-MER-3, CA-MER 94) (Meyer and Rosenthal 1998; Olsen and Payen 1969; Pritchard 1970). In the southern San Joaquin Valley, sedentary villages on the shores of Buena Vista Lake were occupied year-round (Rosenthal et al. 2007). Trade in marine shell beads and obsidian, among other items, continued to be important. Established obsidian trade routes brought this valuable tool stone from the North Coast Ranges and the east side of the Sierra Nevada Range to the Central Valley.

EMERGENT/LATE PREHISTORIC PERIOD (850 CAL BP – HISTORIC CONTACT)

The archaeological record in the Central Valley for the Emergent or Late Prehistoric Period documents an increase in the diversity and number of artifacts and in the number of archaeological sites (Rosenthal et al. 2007). Along with an increase in sedentism and population that led to the development of social stratification, with an elaborate ceremonial and social organization, a number of cultural innovations shaped the Emergent Period. These include the

introduction of the bow and arrow and more diverse fishing equipment (bone fish hooks, harpoons, and gorge hooks). Diagnostic projectile points include the Gunther barbed series in the early part of the period, the unique Stockton serrated developed in the Delta region, Desert-side notched later in the period, and Cottonwood series in the Tulare and Buena Vista basins. Fishing, hunting, and gathering plant foods continue as the foci of subsistence practices, including intensive harvesting of acorns and an increased emphasis on fishing (Rosenthal et al. 2007). Hopper mortars and shaped mortars and pestles, as well as bone awls used for producing coiled baskets, are also common components of the artifact assemblages. Locally made Cosumnes Brownware has been recovered from some sites in the lower Sacramento Valley, while pottery in the Tulare basin was obtained through trade. Baked clay balls, which were probably used for cooking in the absence of stone, remain common.

Cultural items associated with ceremonials and rituals include flanged tubular pipes and baked clay effigies representing humans and animals, among others. Clamshell disk beads were used as a form of currency and accompanied the development of extensive exchange networks. Mortuary practices included flexed burials, the cremation of high-status individuals, and pre-interment burning of offerings in grave pits (Fredrickson 1973; Moratto 1984). House floors or other structural remains have been discovered at sites in the valley and foothills, including sites in Calaveras, Kern, Merced, and Sacramento counties (e.g., CA-CAL-1180/H, CA-KER-39, CA-MER-3, CA-MER-113, CA-SAC-29, CA-SAC-267; Rosenthal et al. 2007). Overall, the cultural patterns known from historic period Native American groups inhabiting the Central Valley are reflected in the subsistence and land use patterns practiced during the Emergent Period (Rosenthal et al. 2007).

ETHNOGRAPHY

TRIBAL TERRITORY

Historically, the Yokuts people collectively inhabited the San Joaquin Valley as well as the foothills of the Sierra Nevada, from the Calaveras River southward to the Kern River (Figure 4; Kroeber 1925). Ethnographers and linguists have traditionally divided Yokuts into three geographic groups, based on linguistic similarities and differences: Northern Valley, Southern Valley, and Foothill. The Northern Valley Yokuts tribes' territory extended southward from the Calaveras River to the upper San Joaquin River and from the crest of the Coast (Diablo) Range east to the Sierra Nevada foothills (Kroeber 1925).

LINGUISTICS

The traditional region of Yokut languages spread across the southern half of the Central Valley and into the Sierra foothills. Kroeber (1925) lists up to 40 separate regional Yokut languages with an approximate total of 18,000 speakers prior to European contact, while Wallace (1978) estimates the population density for Northern Valley Yokuts alone at 25,000 to 31,000 pre-contact. In 1852, representatives of only three of the remaining Northern Valley Yokuts tribes

(including the Heuchi) were present to sign statewide treaties (Wallace 1978). Currently, there are fewer than a dozen speakers of Wikchamni Yokuts, half a dozen Chaynimni Yokuts speakers, less than two dozen speakers of Yawelmani Yokuts and only a few speakers of Chukchansi Yokuts (Berkeley 2025).

VILLAGE STRUCTURE AND HABITATION

The Northern Valley Yokuts grouping consisted of 11 or more tribes, each containing 300 or so people (Wallace 1978). Most members lived within a single settlement that often had the same name as the political unit. These were generally established on low rises along the major watercourses. The eastern side of the San Joaquin River was more heavily populated than the land to the west of the river, due to greater water availability. Yokut villages generally contained at least three types of structures – oval single-family dwellings made of tule, ceremonial chambers, and sweathouses (Wallace 1978).

FOOD AND RESOURCE USEAGE

The fundamental economy of the Yokuts was subsistence fishing, hunting, and collecting plant foods. Acorns, collected in the fall and then stored in granaries, were a staple food (Wallace 1978). During the fall and spring runs, salmon was a dietary mainstay. Wildfowl, such as geese and ducks, were also an important staple. Additional dietary plant parts included seeds, berries and tule roots. Large game included deer, elk, antelope, and black bears.

A wide variety of tools, implements, and enclosures were used by the Northern Valley Yokuts to gather, collect, and process food resources (Kroeber 1925; Latta 1977; Wallace 1978). These included bow and arrows, nets, traps, slings, and blinds for hunting land mammals and birds; and harpoons, hooks, and nets, as well as tule rafts. Sharpened digging sticks and woven tools (seed beaters, burden baskets, and carrying nets) would have been used to collect plant resources and a variety of implements (stone mortars and pestles, bedrock and portable mortars, stone knives, and bone tools) used for processing resources. The Northern Valley Yokuts traded with neighboring groups for bows and arrows, baskets, shell ornaments and beads, obsidian, and mussels and abalone (Wallace 1978).

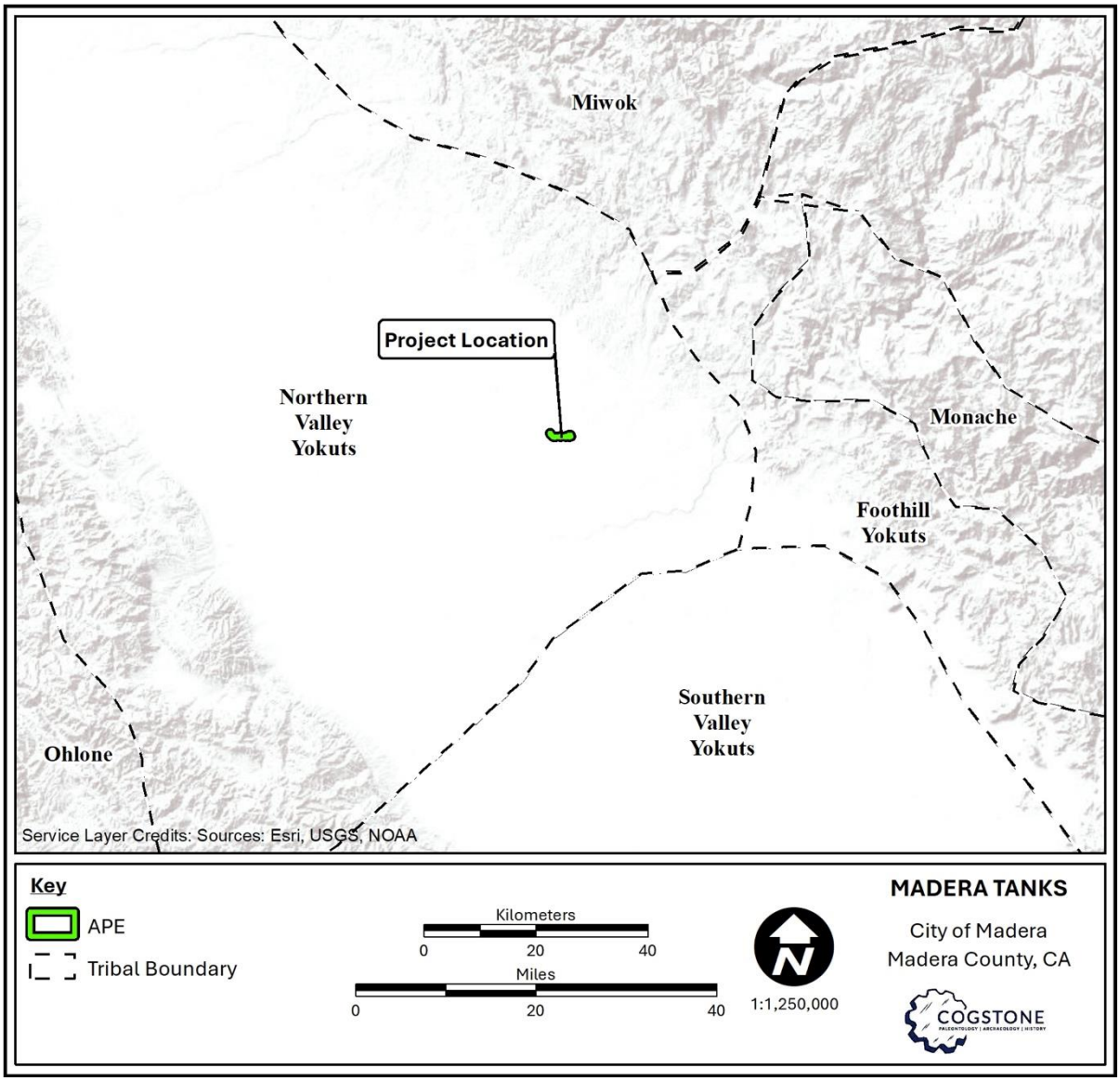

Figure 4. Tribal boundary map

HISTORIC SETTING

SPANISH PERIOD (1769-1822)

The earliest European explorations of California occurred in 1542, when Juan Rodríguez Cabrillo and his party landed near Point Loma near San Diego. Cabrillo had been tasked by the Spanish monarch with exploration of the western United States interior. Interaction with the native population was initiated, but intensive exploration and colonization of California by Spain did not occur until the 1700s.

In 1769, the Spanish developed plans to build three towns and four presidios (forts) along the California coastline stretching from San Diego northward to Monterey. The town sites,

established between 1777 and 1797, included present-day Los Angeles, San Jose, and a small town near Santa Cruz named Branciforte. The presidios were established at San Diego, Santa Barbara, Monterey, and San Francisco. Under Spain, the borderlands were colonized as defenses against the intrusion of the English, French, Dutch, and Russians, with the Manila trade an important item for protection in California. They were held by two typical institutions: the mission and the presidio (Bolton 1913, 1921, 1930 as cited in Aviña 1976).

Mission San Diego Alcalá was founded in 1769, the first of 21 Franciscan missions built along the coast on the El Camino Real between San Diego and Sonoma. The goals of the missions were tri-fold: they established a Spanish presence on the west coast, provided a way to Christianize native peoples, and served to exploit native population as laborers. The mission system severely disrupted socio-political structure of the native population, especially those living in close proximity (Loumala 1978:595).

Arrival of the Franciscan missionaries during the Spanish period resulted in far-reaching alterations in Native American lifeways. These shifts included high mortality rates and social changes due to the introduction of European diseases and customs (e.g., European farming methods; Dobyns 1983; Walker and Hudson 1989). Due to the high mortality rates, many Native American villages were abandoned, with inhabitants fleeing to the missions because "As the Native Americans watched the Europeans remain healthy during the epidemics, they began to view disease as a form of divine punishment for human transgressions" (Dobyns 1983) and "Believing that the Christian God held a power greater than their own, the Natives willingly joined the Spanish missions" (Rushing 1995:15).

The native population decreased because of a series of epidemics, and their traditional lifestyle was severely altered as neophytes were converted to Christianity and forced to work for the mission.

MEXICAN PERIOD (1822-1847)

After Mexico gained independence from Spain in 1821, the Mission lands were secularized under the Secularization Act of 1833, but much of the land was transferred to political appointees. A series of large land grants that transferred Mission properties to private ownership were awarded by the Governors of California—Juan B. Alvarado, Manuel Micheltorena and Pío Pico—between 1840 and 1846 (Cowan 1977; Ohles 1997). Ranches and farms were established throughout the San Diego region during this period.

AMERICAN PERIOD (1848-PRESENT)

The Mexican-American war followed on the heels of the Bear Flag Revolt of June 1846 (Ohles 1997). General Andrés Pico and John C. Frémont signed the Articles of Capitulation in December 1847, and with the signing of the Treaty of Guadalupe Hidalgo in February 1848, hostilities ended and Mexico relinquished California to the United States. Under the treaty,

Mexico ceded the lands of present-day California, New Mexico, Arizona, and Texas to the United States for $15 million (Fogelson 1993:10). Within two years following the treaty, California applied for admission as a state.

MADERA COUNTY

Madera County was organized from a part of Fresno County in 1853 and lies in the geographical center of the state. It was named after the Spanish word for "wood" or "timber." Beginning with the 1850s Gold Rush, timber has been an important economic resource for the County and for today's City of Madera. The County's first sawmill was constructed in the foothill mining district near present-day Oakhurst. Placer mining camps developed along the upper Fresno and San Joaquin rivers and on Coarsegold Creek at Coarsegold (also known as Texas Flat). Other camps in this district were named Fresno Flats (today's Oakhurst), Grub Gulch, Fine Gold, and Temperance Flat. Fresno Flats also housed one of several trading posts operated by Major James D. Savage in the southern Mother Lode during the Gold Rush era. By the late 1870s, a stage road that passed through Fresno Flats and Coarsegold had been constructed from Madera to Yosemite Valley (Hoover et al. 2002).

After the Southern Pacific line of the Central Pacific Railroad was completed through the County in 1872, the ability to transport lumber long distances further fueled the regional economy. To meet the demand for lumber by the states east of the Sierra Nevada, and to facilitate the transportation of cut trees to the railroad, a 63-mile flume was constructed at a cost of a half million dollars. Completed in 1874, the town of Madera was settled and grew around the lower end of the flume near the railroad stop and the Fresno River (Hoover et al. 2002). The town was incorporated in 1907 and has been the county seat since it was officially laid out by the California Lumber Company in 1876.

The first agricultural settlement in the County was founded approximately nine miles from Chowchilla at Borden (originally Alabama Settlement) in 1858/1859 by settlers from Alabama (Hoover et al. 2002). Many of the miners that migrated south from the Columbia-Sonora goldfields in the 1850s and 1860s also settled on the valley floor and farmed or raised livestock. Established in the 1870s, the agricultural settlements of Berenda and Fairmead were also located along the railroad line. Named after "berrendo," the Spanish word for antelope, the settlement of Berendo changed its name to Berenda in 1919 (Durham 1998). Agriculture continues to play a significant role in the regional economy, although agricultural and grazing land in the Madera area is being converted to other uses.

In 1893, the Madera County official broke away from Fresno County. Between 1984 and 2006, over 1,300 acres of agricultural and grazing land per year was converted in Madera County to mainly rural residential and commercial uses (City of Madera 2009).

CITY OF MADERA

The City of Medera originated as a lumber mill town, the site laid out by the California Lumber Company. Founded in 1876, its name originated from the Spanish word for "wood." The town grew quickly with 25 buildings (including a saloon and multiple residences) constructed by 1877, with the home of a Mr. Jason also used as a hotel. That same year, the first schoolhouse was constructed by residents on two acres of land (Coate 2005).

By 1878, the California Lumber Company declared bankruptcy and the Madera Logging operation was transferred to the San Jose Bank. Ownership then moved to Return Roberts who incorporated a new lumber company called Madera Flume and Trading Company. In 1881, a fire destroyed Madera's lumberyard. Further disaster struck when the nationwide economic depression of 1890 nearly ruined the Madera Flume and Trading Company. In 1899, the Madera Sugar Pine Lumber Company assumed control of the Madera Flume and Trading Company's assets (Coate 2005).

Madera's economy boomed resulting in a substantial population growth of 1,500 by 1891. In 1893, voters banded together to pass a resolution to divide Fresno County and create Madera County. The town of Madera was designated as the county seat. In 1907, Madera residents voted for incorporation which passed and was approved on March 27, 1907. Great change came to the city with the onset of the Great Depression in the 1930s which destroyed the lumber market and the backbone of Madera's economy. To fill the gap, residents pivoted to a diversified agrarian economy.

Wine grape production flourished and by 1985 Madera was designated an American Viticulture Area. By 2005 the city's population was 45,000. As seen throughout the rest of the county, between 1984 and 2006 grazing and agricultural land in Madera was gradually replaced with residential and commercial development (City of Madera and PMC 2009).

PROJECT AREA HISTORY

The earliest known USGS topographic map of the APE shows what is now Road 26 and North D Street present by 1922 (*Madera*, 1:31,680, 1922). By 1946, an unimproved portion of Ellis Street is present which runs between what is now Krohn Street to the west and Merced Street to the east (*Madera*, 1:62,500, 1946). A 1957 USDA aerial photograph shows the M.I.D. canal, Lateral 24.2 (also known as 24.2 Canal) in its current location and configuration. A bridge is visible on Ellis Street which intersects with the canal (NETROnline 1957). By this time, only a handful of residences are visible which face the APE.

SOURCES CONSULTED

CALIFORNIA HISTORIC RESOURCES INFORMATION SYSTEM

Cogstone requested a search of the California Historical Resources Information System (CHRIS) from the Southern San Joaquin Valley Information Center (SSJVIC) located at California State University, Bakersfield which included the entire proposed APE as well as a one-mile radius. Results of the record search were received on May 12, 2025 and indicated that 11 previous studies have been completed within the APE while an additional 21 studies have been completed previously within a one-mile radius of the APE (Table B1; Appendix B).

One cultural resource, Madera Canal (P-20-002308/CA-MAD-2649H) has been previously recorded within the APE (Table B2; Appendix B). An additional resource, Madera Irrigation District (M.I.D.) Outside of the APE a total of seven cultural resources have been previously documented within the one-mile search radius from the APE (Table B2; Appendix B). These consist of two cultural resources within a quarter-mile of the APE, two cultural resources within a quarter- to half-mile of the APE, and three cultural resources with a half-mile to one mile of the APE. A summary of the Madera Canal (P-20-002308/CA-MAD-2649H) is provided below.

MADERA CANAL; MADERA IRRIGATION DISTRICT (M.I.D.); (P-20-002308/CA-MAD-2649H)

Numerous segments of Madera Canal (P-20-002308/CA-MAD-2649H) have been recorded and evaluated for potential historic significance since 2000. A 500-foot-long segment of Lateral 24.2 (24.2 Canal) was documented in 2016 by Garcia and Associates but was not evaluated for historic significance (Garcia and Associates 2016).

2000 Hattersley-Drayton

The earliest known documentation of the canal was in 2000 by Karana Hattersley-Drayton of Caltrans. A segment of the Madera Canal (#8, Lateral 32.2) was described as approximately 15 miles long. This segment of the canal is called Lateral 32.2 as it begins at a turnout on the Madera Canal which is approximately 32.2 miles from the Friant Dam. It is one of four turn-outs along the Madera Canal. Constructed in ca. 1953 as an open ditch, Lateral 32.2 crosses under State Route 99 near the town of Fairmead. In 1972 a portion pipe was installed which the expansion of the highway [assumed to be Highway 99). The width of the segment is between 10-12 feet at water level and 20 feet at the top of the low berms. Surrounding areas were described and rural farmland with orchards.

The Fairmead Colonies were established in 1912 and were comprised of numerous family farms. However, due to a lack of a developed water conveyance system and a severe drop in the region’s water table by the 1940s, the Fairmead Colonies struggled. In 1950, the Madera Irrigation District contracted with the Bureau of Reclamation to dig laterals in the Fairmead area

which connected with the Madera Canal. The construction of Lateral 32.2 saved the struggling farmers of the Fairmead Colonies. Lateral 32.2 was recommended as qualifying as a historical resource under CEQA (Hattersley-Drayton 2000).

2000 Hattersley-Drayton

In 2000, Karana Hattersley-Drayton of Caltrans documented Lateral 32.2-9.9 which diverts water from Lateral 32.2 via the 9.9 Headworks located south of Fairmead and east of Road 20. Lateral 32.2-9.9 is six feet wide, unlined, and seven miles long. It was built in stages between 1953-1954 by Bureau of Reclamation. Lateral 32.2-9.9 was recommended eligible for listing in the NRHP and the CRHR under Criteria A/1 (Hattersley-Drayton 2000).

2005 Applied EarthWorks, Inc.

In 2005, Applied EarthWorks, Inc. documented a segment of Madera Canal and Lateral 6.2. These segments of the canal were not evaluated for historic significance. (Applied Earthworks 2005)

2005 Roark, Jones & Stokes

In 2005, Gabriel Roark of Jones & Stokes documented "Main No. 1 Canal". This canal was originally built in 1870 and was used for local irrigation purposes, transporting water from the Fresno River to Cottonwood Creek. In 1949, M.I.D. purchased the canal as an addition to the Madera Canal. While Main No. 1 Canal is historically significant for its association with early irrigation and agricultural development, decades of regular maintenance and redesign by MID and the Madera Canal & Irrigation Company (MC&IC) has resulted in the resource's loss of integrity. Therefore Main No. 1 Canal is recommended not eligible for listing in the NRHP.

2009 JRP Historical Consulting, LLC.

In 2009, Joseph Freeman and Rebecca Flores of JRP Historical Consulting, LLC, documented three segments of the Madera Canal located within agricultural and ranch areas. This segment is located north of the City of Fresno near State Route 41. The site form prepared by Freeman and Flores states the segment recorded was originally documented in 1995 by "Hatoff" (this site form cannot be located at present). The segment of canal revisited by Freeman and Flores is described with steep earthen berms which rise above concrete sidewalls. The berms are level with the surrounding terrain. According to Freeman and Flores, the Madera Canal extends 37 miles north from Friant Dam. These three segments were not evaluated for potential historic significance as part of the 2009 site form. (JRP Historical Consulting, LLC 2009)

2013 Culturescape

In 2013, five irrigation gate valves located along the Fresno River Big Main Canal were documented by Mark Kile of Culturescape. They are described as non-unique and ubiquitous

throughout the canal system located at distribution points of the canal. These features were not evaluated for historic significance (Kile 2013a).

2013 Culturescape

In 2013, Mark Kile of Culturescape documented the locations of 20 irrigation gate valves distributed along the Madera Canal system. These features were not evaluated for historic significance (Kile 2013b).

2014 ESA

In 2014, R. Scott Baxter from ESA documented a 60-foot segment of the MID Big Main Canal near the northeast semi-rural area of the town of Madera. This segment, built ca. 1922, is described as an earthen, V-shaped canal with a flat bottom. Baxter recommended the MID Big Main Canal as historically significant for the canal's association with early corporate irrigation efforts and agricultural development in Madera County. However, following decades of alterations and maintenance, this segment of the MID Big Main Canal no longer possesses sufficient integrity to convey its historic significance. Therefore, this segment of the canal is recommended not eligible for listing in the NRHP. (ESA 2014)

2016 Garcia and Associates

In 2016, Brandon Patterson of Garcia and Associates documented a 500-foot-long segment of the Madera Canal, Lateral 24.2, near Avenue 16 and Road 22 in Madera County. The canal segment is described as V-shaped, mechanically excavated to six feet deep, with the base loosely bedded by cobble and gravel. Additional components include a pre-cast, concrete box culvert and outlet, likely constructed after the 1950s. The setting of this segment of the canal is rural agricultural lands. This segment of the canal was not evaluated for historic significance (Garcia and Associates 2016).

2016 Applied EarthWorks Inc.

In 2016, Kaite Asselin of Applied EarthWorks, Inc., documented multiple segments of laterals that are extensions of MID Lateral 6.2. These laterals were built between 1947 and 1963. Lateral 6.2 is an earthen canal with earthen berms raised three feet above surface level. These segments of the canals were not evaluated for historic significance (Applied EarthWorks Inc. 2016).

2016 HDR EOC, Inc.

In 2016, a 100-foot section of the Madera Canal was documented by HDR EOC, Inc. The canal is described as earthen-lined, 20 feet wide and nine feet deep. This segment of canal was completed in 1947 and is largely unaltered with the exception of canal maintenance. This resource was recommended eligible for listing in the NRHP and CRHR under Criterion A/1 for its relation to the Central Valley Project (CVP) which was a major federal undertaking resulting in the expansion of agriculture in the Central Valley. This resource was also recommended

eligible for listing under Criterion C/3 for its engineering significance as part of a unique irrigation system (HDR EOC, Inc. 2016).

2016 Culturescape
In 2016, M. C. Kile of Culturescape documented a 6,500-foot segment of the MID's Lateral 24.2-17.0. This irrigation canal is part of the MID expansion completed ca. 1950 and underwent major modifications up until 1965. At the time of its documentation in 2016, it was described as 15 feet wide and six feet deep. This segment of Lateral 24.2-17.0 was given the status code: 6Z (Found ineligible for NR, CR or Local designation through survey evaluation; Kile 2016a).

2016 Culturescape
In 2016, Mark Kile of Culturescape documented a total of 14 control points for the MID constructed sometime between 1935 and 1963. This site form has conflicting recommendations of eligibility. It has a status code of 6Z (Found ineligible for NR, CR or Local designation through survey evaluation), however the Dry Creek Diversion Dam (Abbeys Hole) is recommended eligible for listing under Criterion A and Criterion B (Kile 2016b).

2016 ESA
In 2016, Katherine Anderson of ESA documented three segments of the MID Lateral 6.2 Canal: MID Lateral 6.2 (1,500-foot segment), distributary canal MID Lateral 6.2-9.2 (1,500-foot segment), and distributary canal MID Lateral 6.2-13.4 (2,500-foot segment). The MID Lateral 6.2 and its distributary canals is one of many canals constructed in support of the Madera Canal and were built well after the Madera Canal's initial construction. (Anderson 2016)

MID Lateral 6.2 is an earthen trapezoidal canal, 40 feet wide at its top, 20 feet deep, and 20 feet wide at the base. MID Lateral 6.2-9.2 is an earthen distributary canal organized with an asymmetrical trapezoidal/U-shape. It is 20 feet wide at its top, eight feet deep, and 10 feet wide at its base. The unlined walls have steep sloping sides. MID Lateral 6.2-13.4 is also an earthen distributary canal with a trapezoidal shape. It is 20 feet wide at its top, three feet deep, and four feet wide at its base.

Anderson states the segments of the MID Lateral 6.2 are not considered unique in its association with the Madera Canal, nor are they associated with the lives of important individuals, nor are they considered significant in their design or form.

2018 Applied EarthWorks
In 2018, Ward Stanley documented a 61-foot-long segment of MID Lateral 6.2. Construction of this canal was completed by 1955 as part of the Central Valley Project. No associated resources were observed. This segment of canal was not re-evaluated for historic significance (Applied EarthWorks 2018).

OTHER SOURCES

In addition to the SSJVIC records search, a variety of sources were consulted in May 2025 to obtain information regarding the cultural context of the Project vicinity (Tables 1 and 2). Sources included the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), Built Environment Resource Directory (BERD), California Historical Landmarks (CHL), and California Points of Historical Interest (CPHI). Specific information about the APE, obtained from historic-era maps and aerial photographs, is presented in the APE History section.

Table 1. Additional Sources Consulted

Source	Results
National Register of Historic Places (NRHP)	Negative
Historic USGS Topographic Maps	See APE History section
Historic US Department of Agriculture Aerial Photographs	See APE History section
California Register of Historical Resources (CRHR)	Negative
Built Environment Resource Directory (BERD)	Positive; OTIS ID-521423: "24.2 CANAL" (Status Code: 6Y).
California Historical Landmarks (CHL)	Negative
California Points of Historical Interest (CPHI)	Negative
Caltrans Historic Bridge Inventory (2016)	Positive; M.I.D. Canal (Object ID: 32545, Bridge No. 41C0132). Built in 1975. Historic Significance Code: 4. Historical Significance not determined.
Bureau of Land Management (BLM) General Land Office Records	Positive; See Table 2.
Local Registers (Historical Societies/Archives)	Negative

Lateral 24.2 is listed in the Built Environment Resource Directory (BERD) as "24.2 CANAL" under the California Office of Historic Preservation's internal numbering system OTIS ID 521423 (see Table 1). 24.2 CANAL is not associated with a Primary number within the BERD however, the resource is assigned the Status Code 6Y (Determined ineligible for listing in the National Register through a consensus determination of a federal agency and the State Historic Preservation Officer).

Table 2. BLM Search Results

Name	Accession No.	Issue Date	Authority	Twn, Rng, Sec
John O. Earl	AGS-0292-017	5/15/1869	State Grant-Agri College	T: 11S, R:17E, Sec:11
	AGS-0292-018		State Grant-Agri College	T: 11S, R:17E, Sec:11
	AGS-0292-019		State Grant-Agri College	T: 11S, R:17E, Sec:11
	CACAAA 115797		Scrip or Nature of Scrip	T: 11S, R:17E, Sec:11
	CACAAA 115799		Scrip or Nature of Scrip	T: 11S, R:17E, Sec:11
	AGS-0292-020		State Grant-Agri College	T:11S, R:17E, Sec:12
	AGS-0292-022		State Grant-Agri College	T:11S, R:17E, Sec:12
	AGS-0292-023		State Grant-Agri College	T:11S, R:17E, Sec:12

Name	Accession No.	Issue Date	Authority	Twn, Rng, Sec
	CACAAA 115800		Scrip or Nature of Scrip	T:11S, R:17E, Sec:12
	CACAAA 115802		Scrip or Nature of Scrip	T:11S, R:17E, Sec:12
	CACAAA 115803		Scrip or Nature of Scrip	T:11S, R:17E, Sec:12
Isaac Friedlander	AGS-0299-273	7/20/1869	State Grant-Agri College	T:11S, R:18E, Sec: 7
	AGS-0299-275		State Grant-Agri College	T:11S, R:18E, Sec: 7

John O. Earl

Possibly John O. Earl (year of birth unknown) who was one of the original 49ers and one of the original trustees of the Lick Estate (James Lick was the richest man in California when he died in 1876). Mr. Earl died in 1900 at his residence at 1015 Morton Street, Alameda, California (The Daily Encinal 1900).

Isaac Friedlander

Possibly Isaac Friedlander (ca. 1823-1878), known as the "Wheat King of California," however there is a lack of information that can confirm this connection.

ADDITIONAL STUDIES

Madera Irrigation District Water Supply Enhancement Project Final Environmental Impact Statement (2009)

Cogstone reviewed a 2009 Environmental Impact Statement prepared by the U.S. Department of the Interior Bureau of Reclamation. The report was prepared as part of a Water Supply Enhancement Project (WSEP) located on the property known as Madera Ranch, west of the city of Madera. A historic resource evaluation for Lateral 24.2 (referred to in the report as '24.2 Canal') is included in this study which states:

> "P-20-2399, the Main No. 1 Canal, the Main No. 2 Canal, the 24.2 Canal, and the Section 8 Canal, were evaluated previously under the NRHP's significance criteria. None of these resources were found to be eligible under the NRHP's significance criteria… and SHPO concurred with these determinations on August 31, 2009" (U.S. Department of the Interior Bureau of Reclamation 2011).

NATIVE AMERICAN CONSULTATION

A Sacred Lands File (SLF) search was requested from the Native American Heritage Commission (NAHC) on April 29, 2025. On April 30, 2025, the NAHC responded that the SLF search was completed with negative results, and provided contact information for 13 Native American tribal organizations and individuals that may have more information about the Project area. The response from the NAHC can be found in Appendix C.

SURVEY

METHODS

The survey stage is important in a Project's environmental assessment phase to verify the exact location of each identified cultural resource, the condition or integrity of the resource, and the proximity of the resource to areas of cultural resources sensitivity. All undeveloped ground surface areas within the ground disturbance portion of the Project area were examined for artifacts (e.g., flaked stone tools, tool-making debris, stone milling tools or fire-affected rock), soil discoloration that might indicate the presence of a cultural midden, soil depressions and features indicative of the former presence of structures or buildings (e.g., postholes, foundations), or historic-era debris (e.g., metal, glass, ceramics). Existing ground disturbances (e.g., cutbanks, ditches, animal burrows, etc.) were visually inspected. Photographs of the Project area, including ground surface visibility and items of interest, were taken with a digital camera.

The built environment resources survey identified and verified the location of all structures and buildings within the Project area aged 45 years or older. Once identified, historic built environment resources were examined to ascertain if they are recommended eligible for listing as a historical resource at the local, state, or national level and if the original integrity of the resource remains intact. The seven aspects of integrity which are considered as part of a determination of eligibility include: location, design, setting, materials, feeling, workmanship, and association.

RESULTS

On May 14, 2025, Cogstone archaeologist Alison Bryson-Deveraux completed an intensive pedestrian survey of all areas of undeveloped and open space within the APE (approximately 25 percent). The APE consists of 50.28 acres of developed urban land, mainly roadways, sidewalks and easements (Figures 5 through 8). The proposed well field along North Lake Street was not surveyed due to extreme vegetation growth as well as fencing around the perimeter.

Soils within the APE consisted of Cometa sandy loam, a moderately deep, moderately well drained soil formed in alluvium from granitic rock sources. Areas of visibility included graded easements and undeveloped lands adjacent to the roadways, and within areas of bioturbation. Visibility was 100 percent in unvegetated areas or in areas which had been recently mowed or tilled, and 10 to 15 percent in densely vegetated areas. Vegetation noted within the APE included native and non-native species such as field bindweed (*Convolvulus arvensis*), wild oat (*Avena fatua*), and curlycup gumweed (*Grindelia squarrosa*).

A segment of the Madera Canal (P-20-002308/CA-MAD-2649H) and the historic in age bridge along Ellis Street, M.I.D. Canal Bridge (41C0132) were photographed and documented on California Department of Parks and Recreation 523 (DPR 523) forms (Appendix D). While portions of the Madera Canal have been previously documented and evaluated for historic significance, this small section within the APE was documented on a new set of DPR 523 forms as an update for P-20-002308/CA-MAD-2649H.

Figure 5. Sharon Boulevard at paved road terminus, facing northwest.

Figure 6. Southside easement of Ellis Street between Owens Street and Sonora Street, facing southeast.

Figure 7. Southeast corner of well field along North Lake Street, facing southwest.

Figure 8. Northern terminus of Sharon Boulevard, facing southwest.

P-20-002308/CA-MAD-2649H, SEGMENT OF MADERA CANAL, LATERAL 24.2

This segment of the Maderia Canal's Lateral 24.2 is earthen lined and intersects with the M.I.D. Canal Bridge (41C0132) on Ellis Street. Lateral 24.2 transports water from Dry Creek to the north. The flow of Dry Creek into the canal is controlled by Diversion Dam (Figure 9).

M.I.D. CANAL BRIDGE (41C0132)

Built in 1975, this concrete beam bridge is located on Ellis Street and crosses over the Madera Canal. The bridge is simple in its design with concrete wing walls, girder, asphalted deck, and galvanized steel guardrails (Figure 10).

Figure 9. Southern side of canal from access road, facing northwest.

Figure 10. View of northern side of M.I.D Canal Bridge (41C0132). Facing southwest.

BUILT ENVIRONMENT EVALUATION

To be eligible for the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR) a resource must:

A/1. be associated with events that have made a significant contribution to the broad patterns of history;
B/2. be associated with the lives of significant persons of the past;
C/3. embody distinctive characteristics of type, period, or method of construction or represent the work of a master, or possess high artistic value, or represent a significant and distinguishable entity those components may lack individual distinction; or
D/4. yielded or may likely yield information important in history or prehistory.

In addition to having significance using the above criteria, resources must have "integrity of location, design, setting, materials, workmanship, feeling, and association" to the period of significance (OHP 2011). The period of significance is the date or span of time within which significant events transpired, or significant individuals made their important contributions.

Integrity is the authenticity of a historical resource's physical identity as evidenced by the survival of characteristics or historic fabric that existed during the resource's period of significance. Alterations to a resource or changes in its use over time may have historical, cultural, or architectural significance. Simply, resources must retain enough of their historic character or appearance to be recognizable as historical resources and to convey the reasons for their significance.

P-20-002308/CA-MAD-2649H (SEGMENT OF MID CANAL, LATERAL 24.2)

Theme: Irrigation
Property Type: Canal
Period of Significance: Ca. 1954-1957

Criteria A/1

Is this resource associated with events that have made a significant contribution to the broad patterns of history?

Lateral 24.2 was built in the mid-1950s as an agricultural irrigation canal transporting water south from Dry Creek. A review of USDA aerials of the City of Madera and the census designated place Madera Acres shows that in 1957, two years after the construction of Lateral 24.2, multiple large parcels of land are graded. However, these parcels were developed into residential neighborhoods in the late 1960s and 1970s. As an irrigation canal, Lateral 24.2 would

not be associated with providing water to these homes nor support their construction. This section of canal is not associated with any significant contributions to local agricultural or residential development. Therefore, due to a lack of significance, this segment of Lateral 24.2 is recommended not eligible for listing in the NRHP under Criterion A or the CRHR under Criterion 1.

Criteria B/2
Is this resource associated with the lives of significant persons of the past?
This segment of the MID canal, Lateral 24.2, is not known to be associated with the lives of people considered significant to history. Therefore, this segment of the canal is recommended not eligible for listing in the NRHP under Criterion B or the CRHR under Criterion 2.

Criteria C/3
Does this resource embody distinctive characteristics of type, period, or method of construction or represent the work of a master, or possess high artistic value, or represent a significant and distinguishable entity those components may lack individual distinction?
This segment of the M.I.D. canal, Lateral 24.2, is an unremarkable example of an earthen lined canal. It is a small part of a secondary system which supports the main M.I.D. canal. It is not an exemplary representation of a type, method of construction, nor does it represent the work of a master nor possess high artistic value. Therefore, this resource is recommended not eligible for listing in the NRHP under Criterion C and the CRHR under Criterion 3.

Criteria D/4
Has this resource yielded or may likely yield information important in history or prehistory?
Criterion 4 is most often applied to archaeological sites and districts but can also apply to buildings, structures, and/or objects. This resource does not exhibit a local variation of a standard design or construction technique that can yield important information (such as construction expertise or availability of local materials). Therefore, this segment of Lateral 24.2 is recommended not eligible for listing in the NRHP under Criterion D or the CRHR under Criterion 4.

M.I.D. CANAL BRIDGE (41C0132)

Theme: Transportation
Property Type: Bridge
Period of Significance: 1975

Criteria A/1
Is this resource associated with events that have made a significant contribution to the broad patterns of history?

This bridge, built in 1975, is a typical concrete beam bridge which is used for local pedestrian and vehicle transportation access over the man made Madera Canal. A review of a 1957 USDA aerial photograph shows a bridge present in the location of the current M.I.D. Canal Bridge. Therefore, it is assumed that the current bridge is a replacement for the original. This bridge is not associated with any events considered significant to history and therefore, recommended not eligible for listing in the NRHP under Criterion A or the CRHR under Criterion 1.

Criteria B/2

Is this resource associated with the lives of significant persons of the past?

No information can be located which connects this bridge with the lives of individuals considered significant to history. Therefore this resource is recommended not eligible for listing in the NRHP under Criterion B or the CRHR under Criterion 2.

Criteria C/3

Does this resource embody distinctive characteristics of type, period, or method of construction or represent the work of a master, or possess high artistic value, or represent a significant and distinguishable entity those components may lack individual distinction?

This bridge is an unremarkable and common representation of a small concrete beam bridge. It is not an exemplary representation of a style, period, method of construction, nor does it represent the work of a master nor does it possess high artistic value. Therefore, this bridge is recommended not eligible for listing in the NRHP under Criterion C or the CRHR under Criterion 3.

Criteria D/4

Has this resource yielded or may likely yield information important in history or prehistory?

Criterion 4 is most often applied to archaeological sites and districts but can also apply to buildings, structures, and/or objects. This resource does not exhibit a local variation of a standard design or construction technique that can yield important information (such as construction expertise or availability of local materials). Therefore, this bridge is recommended not eligible for listing in the NRHP under Criterion D or the CRHR under Criterion 4.

STUDY FINDINGS AND CONCLUSIONS

The APE is assessed to have a low sensitivity for buried pre-contact and historic-age archaeological resources based on the negative records search results, negative SLF search results, and negative survey results.

A segment of the Madera Canal, Lateral 24.2 (P-20-002308/CA-MAD-2649H) and the M.I.D. Canal Bridge (41C0132) are present within the APE. Both resources were documented on two sets of DPR 523 forms and evaluated for historic significance. Due to a lack of historic significance, these resources are recommended not eligible for listing at the national, state, or local level.

RECOMMENDATIONS

Due to the lack of pre-contact cultural resources, negative SLF search, negative pedestrian survey, and lack of historic significance for the segment of the Madera Canal and associated bridge, no additional work is recommended at this time.

In the event of an unanticipated discovery, all work must be suspended within 50 feet of the find until a qualified archaeologist evaluates it. In the unlikely event that human remains are encountered during project development, all work must cease near the find immediately.

In accordance with California Health and Safety Code Section 7050.5, the County Coroner must be notified if potentially human bone is discovered. The Coroner will then determine within two working days of being notified if the remains are subject to his or her authority. If the Coroner recognizes the remains to be Native American, he or she shall contact the Native American Heritage Commission (NAHC) by phone within 24 hours, in accordance with Public Resources Code Section 5097.98. The NAHC will then designate a Most Likely Descendant (MLD) with respect to the human remains. The MLD then has the opportunity to recommend to the property owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and associated grave goods. Work may not resume in the vicinity of the find until all requirements of the health and safety code have been met.

REFERENCES CITED

Anderson, Katherine
2016 "MID Lateral 6.2 Segments". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: Katherine Anderson. Copy on file at: Southern San Joaquin Valley.

Applied EarthWorks
2005 "Madera Canal and Lateral 6.2". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: Applied EarthWorks. Copy on file at: Southern San Joaquin Valley.
2016 "Madera Irrigation District (MID)". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: Katie Asselin. Copy on file at: Southern San Joaquin Valley.
2018 "Madera Irrigation District Lateral 6.2". State of California, Department of Parks and Recreation. Prepared by: Ward Stanley. Copy on file at: Southern San Joaquin Valley.

Atwater, Brian F., and David F. Belknap
1980 Tidal–Wetland Deposits of the Sacramento–San Joaquin Delta, California. In *Quaternary Depositional Environments of the Pacific Coast*. Pacific Coast Paleogeography Symposium 4, edited by M.E. Field, R.G. Douglas, A.H. Bouma, J.C. Ingle, and I.P. Colburn, pp. 89–103. The Pacific Section of the Society of Economic Paleontologists and Mineralogists, Los Angeles.

Aviña, Rose Hollenbaugh
1976 *Spanish and Mexican Land Grants in California*. Arno Press, New York.

Bouey, P.D.
1995 *Final Report on the Archaeological Analysis of CA-SAC-43, Cultural Resources Mitigation for the Sacramento Urban Area Levee Reconstruction Project, Sacramento County, California*. Prepared by Far Western Anthropological Research Group, Davis, California. On file, North Central Information Center.

City of Madera
2009 City of Madera General Plan. Chapter 8: Land Use Element. Prepared by the City of Madera and PMC.

City of Madera and PMC
2009 City of Madera California General Plan. Adopted October 7, 2009 by the Madera City Council. Resolution 09-243. Available at https://www.madera.gov/wp-content/uploads/2016/04/City-of-Madera-GP-08-03-10-w-HE-Revised.pdf, accessed May 14, 2025.

Coate, William

2005 *Images of America: Madera*. Arcadia Publishing, Charleston.

Cowan, Robert G.
1977 Ranchos of California: A List of Spanish Concessions, 1775-1882 and Mexican Grants, 1822-1846. Historical Society of Southern California.

Daily Encinal, The
1900 Passing of John O. Earl. *The Daily Encinal* (Alameda, California). Published Friday, January 12, 1900. Page 1. Available at https://www.newspapers.com/image/695442596/, accessed May 15, 2025.

Dillon, Brian D.
2002 California PalaeoIndians: Lack of Evidence, or Evidence of a Lack? In *Essays in California Archaeology: A Memorial to Franklin Fenenga*, edited by William J. Wallace and Francis A. Riddell, pp. 110–128. Contributions of the University of California Archaeological Research Facility, No. 60. Berkeley.

Dobyns, Henry F.
1983 *Their Number Become Thinned: Native American Population Dynamics in Eastern North America*. University of Tennessee, Knoxville.

Durham, David L.
1998 *California's Geographic Names: A Gazetteer of Historic and Modern Names of the State*. Clovis: Word Dancer Press.

ESA
2014 "MID Big Main Canal". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: R. Scott Baxter. Copy on file at: Southern San Joaquin Valley.

Felton, E.L.
1965 California's Many Climates. Pacific Books, Palo Alto.

Fogelson, R.M.
1993 *The Fragmented Metropolis: Los Angeles, 1850-1930*. University of California Press, Berkeley.

Fredrickson, David A.
1973 Early Cultures of the North Coast Ranges, California. Unpublished Ph.D. dissertation, Department of Anthropology, University of California, Davis.
1974 Cultural Diversity in Early California: A View from the North Coast Ranges. *Journal of Anthropology* 1(1) 41-53.

Garcia and Associates

2016 "Madera Canal, Lateral 24.2 Segment (GANDA-MAD-01)". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: Brandon Patterson. Copy on file at: Southern San Joaquin Valley.

Goman, Michelle, and Lisa Wells
2000 Trends in River Flow Affecting the Northeastern Reach of the San Francisco Bay Estuary over the Past 7000 Years. *Quaternary Research* 54:206–217.

Hattersley-Drayton, Karana
2000 "#8, Lateral 32.2 (Madera Canal)". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: Karana Hattersley-Dayton, Caltrans. Copy on file at: Southern San Joaquin Valley.

HDR EOC, Inc.
2016 "CA-MAD-2649H". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: M. Connolly. Copy on file at: Southern San Joaquin Valley.

Heizer, Robert F.
1949 The Archaeology of Central California, I: The Early Horizon. *University of California Anthropological Records* 12(1):1–83. Berkeley.

Hoover, Mildred B., Hero E. Rensch, Ethel G. Rensch, and William N. Abeloe
2002 *Historic Spots in California*. 5th Edition. Revised by Douglas E. Kyle. Stanford University Press, California.

iNaturalist
2025 *Madera County*. Available from https://www.inaturalist.org/observations?place_id=1286, accessed May 7, 2025

JRP Historical Consulting, LLC)
2009 "Madera Canal (UPDATE)". P-20-002308. Department of Parks and Recreation. Prepared by: Mark Kile of Culturescape. Copy on file at: Southern San Joaquin Valley

Justice, Noel D.
2002 *Stone Age Spear and Arrow Points of California and the Great Basin*. Indiana University Press, Bloomington.

Kile, Mark
2013a "Fresno River Big Main Canal". P-20-002308. Department of Parks and Recreation. Prepared by: Mark Kile of Culturescape. Copy on file at: Southern San Joaquin Valley.
2013b "Madera Irrigation District". P-20-002308. Department of Parks and Recreation. Prepared by: Mark Kile of Culturescape. Copy on file at: Southern San Joaquin Valley.

2016a "Madera Irrigation District". P-20-002308. Department of Parks and Recreation. Prepared by: Mark Kile of Culturescape. Copy on file at: Southern San Joaquin Valley.

2016b "Madera Irrigation District". P-20-002308. Department of Parks and Recreation. Prepared by: Mark Kile of Culturescape. Copy on file at: Southern San Joaquin Valley.

Kroeber, Alfred L.

1925 *Handbook of the Indians of California*. Bulletin 78, Bureau of American Ethnology, Smithsonian Institution. Government Printing Office, Washington, D.C. Reprinted 1976 by Dover Publications, Inc., New York.

LaJeunesse, Roger M., and John M. Pryor

1996 Skyrocket Appendices. Report on file, Department of Anthropology, California State University, Fresno.

Latta, Frank F.

1977 *Handbook of Yokuts Indians*. Bear State Books, Santa Cruz.

Luomala, Katherine

1978 Tipai and Ipai. In *California*, edited by Robert F. Heizer, pp. 592–609. Handbook of North American Indians, Vol. 8, William G. Sturtevant, general editor. Smithsonian Institution, Washington, D.C.

Meyer, Jack, and Jeffery S. Rosenthal

1998 *An Archaeological Investigation of Artifacts and Human Remains from CA-CCO-637, Los Vaqueros Project Alignment, Contra Costa County, California.* Report prepared by Anthropological Studies Center, Sonoma State University Academic Foundation, Rohnert Park, California.

Moratto, Michael J.

1984 *California Archaeology*. Academic Press, San Diego.

NETROnline

1957 *Historic Aerials*. Available at https://www.historicaerials.com/viewer, accessed May 27, 2025.

Office of Historic Preservation

2011 "California Office of Historic Preservation Technical Assistance Series #6 California Register and National Register: A Comparison (for purposes of determining eligibility for the California Register)". Office of Historic Preservation Department of Parks and Recreation. Available at: https://ohp.parks.ca.gov/pages/1069/files/technical%20assistance%20bulletin%206%202011%20update.pdf. Accessed: May 10, 2024.

Ohles, W. V.

1997 *Mission San Miguel Property and Padres*. Word Dancer Press, Sanger, California.

Olsen, W. H., and L. A. Payen
1969 *Archaeology of the Grayson Site, Merced County, California*. Archaeological Reports 12. California Department of Parks and Recreation, Sacramento.

Pritchard, William E.
1970 *Archaeology of the Menjoulet Site, Merced County, California*. California Department of Parks and Recreation.

Ragir, Sonia
1972 *The Early Horizon in Central California Prehistory.* Contributions of the University of California Archaeological Research Facility No. 15. University of California, Berkeley.

Roark, Gabriel and Jones & Stokes
2005 "Main No. 1 Canal". P-20-002308. State of California, Department of Parks and Recreation. Prepared by: Gabriel Roark and Jones & Stokes. Copy on file at: Southern San Joaquin Valley.

Rosenthal, Jeffrey S., and Jack Meyer
2004a *Landscape Evolution and the Archaeological Record: A Geoarchaeological Study of the Southern Santa Clara Valley and Surrounding Region*. Center for Archaeological Research at Davis Publication No. 14. University of California, Davis.
2004b *Cultural Resources Inventory of Caltrans District 10, Rural Conventional Highways. In Geoarchaeological Study, Vol 3., Landscape Evolution and the Archaeological Record of Central California*. Report prepared by Far Western Anthropological Research Group, Davis, California.

Rosenthal, Jeffrey S., Gregory G. White, and Mark Q. Sutton
2007 The Central Valley: A View from the Catbird's Seat. In *California Prehistory: Colonization, Culture, and Complexity*, edited by Terry L. Jones and Kathryn A. Klar, pp. 147–163. AltaMira Press, Lanham, Maryland.

Rushing, Heather R.
1995 "In Sickness or In Health: European-Native American Contact and Disease." Unpublished manuscript, Directed Individual Study Seminar, Department of Anthropology, Summer II Term, Mississippi State University.

Walker, Phillip L. and Travis Hudson
1989 *Chumash Healing: Changing Health and Medical Practices in an American Indian Society*. Malki Museum Press, Banning, California.

Wallace, William J.
1978 Northern Valley Yokuts. In *California*, edited by Robert F. Heizer. Handbook of North American Indians, Volume 8, William G. Sturtevant, general editor. Smithsonian Institution, Washington, D.C.

White, Gregory G.
2003 Population Ecology of the Prehistoric Colusa Reach. Ph.D. dissertation, University of California, Davis.

Wohlgemuth, E.
2004 The Course of Plant Food Intensification in Native Central California. Ph.D. dissertation, Department of Anthropology, University of California, Davis.

United States Climate Data (USCD)
2025 Climate Madera – California. Available from https://www.usclimatedata.com/climate/madera/california/united-states/usca0657, accessed May 6, 2025

University of California, Berkeley (Berkeley)
n.d. *California Language Archive:* Northern Valley Yokuts. Accessed December 16, 2023. https://cla.berkeley.edu/languages/plains-miwok.html

U.S. Department of the Interior Bureau of Reclamation
2011 *Reclamation Managing Water in the West. Madera Irrigation District Water Supply enhancement Project. Final Environmental Impact Statement.* EIS-06-127. Copy available online at: https://www.waterboards.ca.gov/waterrights/water_issues/programs/bay_delta/california_waterfix/exhibits/docs/STCDA%20et%20al/scda_47.pdf.

USGS Topographic Map
1922 *Madera*. [map]. U.S. Geological Survey. 1:31680. Topographic Quadrangle Map. Madera, CA. 1922. Available at https://livingatlas.arcgis.com/topomapexplorer, accessed May 15, 2025.
1946 *Madera*. [map]. U.S. Geological Survey. 1:62,500. Topographic Quadrangle Map. Madera, CA. 1954. Available at https://livingatlas.arcgis.com/topomapexplorer, accessed May 15, 2025.

APPENDIX A. QUALIFICATIONS

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PALEONTOLOGY - ARCHAEOLOGY - HISTORY

MOLLY VALASIK
Principal Archaeologist

EDUCATION

2009 M.A., Anthropology, Kent State University, Kent, Ohio
2006 B.A., Anthropology, Ohio State University, Columbus, Ohio

SUMMARY QUALIFICATIONS

Ms. Valasik serves as Cogstone's CEO and CFO and helps guide the vision and direction of Cogstone. She has been with the company since 2009 and has helped transition Cogstone from sole ownership to multiple owners with an active board of directors. Ms. Valasik is a Registered Professional Archaeologist (RPA #989162) with more than 15 years of experience. She is a skilled professional who is well-versed in the compliance procedures of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and Sections 106 and 110 of the National Historic Preservation Act (NHPA) and regularly prepares cultural resources assessment reports for a variety of federal, state, and local agencies throughout California. Ms. Valasik has managed projects in the water, transportation, energy, development, and federal sectors. She meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*. She is accepted as a Principal Investigator for prehistoric archaeology by the State Historic Preservation Office (SHPO) and is listed as a Principal Investigator on Cogstone's Bureau of Land Management (BLM) Cultural Resource Use Permit.

SELECTED EXPERIENCE

Antioch Housing Element Update, City of Antioch, Contra Costa County, CA. The purpose of this study was to review and summarize available information regarding known archaeological and historical resources within the boundaries of the City of *Antioch* to support an update to the city's General Plan. The project involved the preparation of an Environmental Impact Report (EIR) for the city's 6th Cycle Housing Element Update in compliance with CEQA. Cogstone's services included a cultural resources records search, a Sacred Lands File search from the Native American Heritage Commission (NAHC), and prepared a Cultural and Tribal Cultural Resources Technical Report. The report mapped all prehistoric and historic archaeological sites and historic built environment resources within the city. The City of Antioch was the lead agency under CEQA. Sub to Urban Planning Partners, Inc. Project Manager. 2022

East Arques Avenue Project, City of Sunnyvale, Santa Clara County, CA. Cogstone conducted a cultural resources assessment to determine the potential impacts to cultural resources during the project, which consisted of replacing a 313,485-square foot, six building, industrial complex with 455,500 square feet of warehouse/advanced manufacturing space and 38,000 square feet of office space. Expected maximum depth of ground disturbance was six feet for grading and up to 15 feet for project utilities trenching. Cogstone conducted a cultural resources records search which identified a multi-component archaeological site within the project area. Cogstone's services also included a Sacred Lands File search from the NAHC and an intensive pedestrian survey. Additionally, four of the six buildings within the project area were evaluated on California Department of Parks and Recreation 523 (DPR 523) forms and were recommended as eligible for listing in the California Register of Historical Resources (CRHR). Cogstone prepared a Cultural Resources Assessment Report. The City of Sunnyvale was the lead agency under CEQA. Sub to Urban Planning Partners, Inc. Sub to Urban Planning Partners, Inc. Project Manager. 2022

Portola Housing Element Project, City of Portola Valley, San Mateo County, CA. The project involved the preparation of a programmatic Initial Study (IS) or Mitigated Negative Declaration (MND) for the City of Portola Valley's Housing Element and Safety Element Updates that will be added to the General Plan. Cogstone conducted a cultural and paleontological resources assessment which consisted of cultural and paleontological resources records searches, a Sacred Lands File search from the NAHC, and a review of the 1998 Portola Valley City Historic Resources Inventory. Cogstone recommended that the city conduct a new historic inventory that starts with the potential housings sites and is expanded in scope to include archaeological sites and developed three mitigation measures to guide future development. Sub to Urban Planning Partners, Inc. Project Manager. 2022

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PALEONTOLOGY - ARCHAEOLOGY - HISTORY

ALISON BRYSON-DEVERAUX
Principal Investigator for Archaeology

EDUCATION

2017 M.A., Historic Preservation, Prescott College
2007 B.A., Anthropology, University of California, Santa Barbara

SUMMARY QUALIFICATIONS

Ms. Bryson-Deveraux is an archaeologist with over 20 years of experience throughout the state of California. Her field expertise includes pedestrian surveys, excavation, site compilation, and mitigation monitoring. Ms. Bryson-Deveraux has led a variety of projects at Cogstone in the water, development, and public works sectors. Prior to her role as Principal Investigator at Cogstone, she served as Lead Archaeologist for seven years on local oil field remediation projects which included repatriation. Ms. Bryson-Deveraux specializes in the prehistory and history of California. She meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation* and is listed as a Field Director on Cogstone's Bureau of Land Management (BLM) Cultural Resource Use Permit.

SELECTED EXPERIENCE

Highway 35 Cultural Study, Purisima Creek Redwoods Open Space Preserve, San Mateo County, CA. Cogstone conducted cultural resources and historic built environment assessments to determine the potential impacts to cultural and historic built environment resources from the proposed improvement and expansion on the existing North Ridge parking area to the west, construction of a multi-use trail crossing from the North Ridge Parking lot across Highway 35, and construction of a spur trail connecting the Highway 35 multi-use trail crossing with the proposed Ridge Trail Extension. Cogstone's services included a cultural resources records search, a Sacred Lands File search from the Native American Heritage Commission (NAHC), consultations with local historical societies, and an intensive pedestrian survey. No archaeological resources were identified during the survey. One historic resource, a 1940s era house, was photographed and documented on California Department of Parks and Recreation 523 (DPR 523) forms. A Cultural Resource Assessment Report and a Historic Resource Evaluation Report were prepared. This project was part of Cogstone's on-call contract with Midpeninsula Regional Open Space District. Prime. Task Manager and Principal Investigator for Archaeology. 2022-2023

Calabazas Creek Rehabilitation Project, Santa Clara Valley Water District, City of Cupertino, Santa Clara County, CA. Cogstone is conducting archaeological monitoring to support the repairs and rehabilitation work along Calabazas Creek between Miller Avenue and Bollinger Road in the City of Cupertino. The Santa Clara Valley Water District will repair and stabilize the damaged creek bank sections along portions of Calabazas Creek to their as-build or natural condition to reduce the risk of flooding to homes, businesses, and schools and to improve the environment along the creek. The work involves removing sediment buildup, managing vegetation, clearing trash and debris, and stabilizing banks that have eroded during high water flows. Cogstone will prepare a Cultural Resources Monitoring Compliance Report at the conclusion of ground disturbing activities for the project. Sub to Granite Construction. Principal Investigator for Archaeology. 2022-2023

Pius Estate Winery, San Luis Obispo County, CA. Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources resulting from the project. The 29.5-acre project area was previously developed with an existing winery, tasting room, outbuildings, and a barn. Improvements included construction of a subterranean barrel and tank room with wine storage, and a two-story above-grade structural addition. Cogstone's services included cultural and paleontological resources records searches, background research, a Sacred Lands File search from the NAHC, and an intensive pedestrian survey. Cogstone prepared a Cultural and Paleontological Resources Assessment Report to document the results of the assessment. San Luis Obispo County was the lead agency for this project under CEQA. Sub to Private Developer. Principal Investigator for Archaeology. 2023

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PALEONTOLOGY - ARCHAEOLOGY - HISTORY

SHANNON LOPEZ
Architectural Historian

EDUCATION

2018 M.A., History (with an emphasis in architecture), California State University, Fullerton
2012 B.A., History, Minor in Asian-Pacific Studies, California State University, Dominguez Hills

SUMMARY OF QUALIFICATIONS

Ms. Lopez is a qualified architectural historian with over seven years of experience who meets or exceeds the Secretary of the Interior's *Standards and Guidelines for Architectural History.* Her experience includes architectural history research and surveys with photo documentation and recording of built environment resources for local and federal projects. She has extensive knowledge with Native American consultation, consultation with local and state historical societies, and in the analysis of primary and secondary sources. Ms. Lopez is acknowledged as an approved Architectural Historian by Caltrans and is listed as a Principal Investigator on Cogstone's Bureau of Land Management (BLM) Permit for Archaeological Investigations. She is accepted as a Principal Investigator for Architectural History and History by the State Historic Preservation Office (SHPO).

SELECTED EXPERIENCE

Fire Station 81 Project, City of Antioch, Contra Costa County, CA. Cogstone conducted a historical resources assessment to determine the potential impacts to historic resources resulting from the proposed remodeling of the former historic in age police station building for fire station expansion. The property is connected to the fire station via a common hallway. Cogstone's services included a cultural resources records search, background research, and consultation with local historical societies. Cogstone's Architectural Historian reviewed photographs of the interior and exterior of the two buildings, records provided by the City of Antioch about the building site and history, recorded the police station building on California Department of Parks and Recreation 523 (DPR 523) forms, and evaluated it for National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) eligibility. A Historic Built Environment Assessment report was prepared that documented the findings and recommended mitigation measures for the project. Contra Costa County was the lead agency under the California Environmental Quality Act (CEQA). Sub to ICF Jones & Stokes, Inc. Architectural Historian. 2024-2025

East County Service Center Project, City of Brentwood, Contra Costa County, CA. Cogstone conducted a cultural resources assessment to determine the potential impacts to cultural resources during construction of 56,000 to 71,000 square feet of new office space. The project also included outdoor public spaces, 224-284 surface parking spaces for employees and visitors, and sufficient electric vehicle (EV) Charging Stations to accommodate visitors and all county fleet vehicles stationed at the facility. Cogstone's services included a cultural resources records search, a Sacred Lands File search from the Native American Heritage Commission (NAHC), background research, and preparation of a Cultural Resources Memo report. The City of Brentwood was the lead agency under CEQA. Sub to ICF Jones & Stokes, Inc. Architectural Historian. 2024

Eight Mile Dam Replacement Project, Stockton East Water District, San Joaquin County, CA. Cogstone conducted a historic built environment assessment to determine the potential impacts to historic resources resulting from the project. The Stockton East Water District (SEWD) in cooperation with the Bureau of Reclamation (BOR) proposed to replace the existing structurally deficient dam with a new dam structure which has automated flow control to ensure safe operation of the dam and minimize water waste. The project involved removal of the existing dam structure and included installation of a new concrete foundation within the Calaveras River to be designed to hold the automated gate and walkway for the new dam. Cogstone conducted a built environment survey, recorded the historic dam on DPR 523 forms, and evaluated the resource for NRHP and CRHR eligibility. A Historic Built Environment Assessment Report was prepared to document the findings of the study. SEWD was the lead agency under CEQA and BOR acted as the lead agency under the National Environmental Policy Act (NEPA). Sub to Dokken Engineering. Architectural Historian. 2024

cogstone
PALEONTOLOGY - ARCHAEOLOGY - HISTORY

LOGAN FREEBERG
GIS Manager

EDUCATION

2018 Geographic Information Systems (GIS) Certificate, California State University, Fullerton
2003 B.A., Anthropology, University of California, Santa Barbara

SUMMARY QUALIFICATIONS

Mr. Freeberg has over 20 years of experience in cultural resource management and has extensive experience in field surveying, data recovery, monitoring, and excavation of archaeological and paleontological resources associated with land development projects in the private and public sectors. He has conducted all phases of archaeological work, including fieldwork, laboratory analysis, research, and reporting. Mr. Freeberg also has a strong grounding in conventional field and laboratory methods and is skilled in the use of ArcGIS and prepares maps for Cogstone's deliverables. He has experience with Native American consultation in compliance with Section 106 of the National Historic Preservation Act (NHPA), Assembly Bill (AB) 52, and Senate Bill (SB) 18.

SELECTED EXPERIENCE

Antioch Housing Element Update, City of Antioch, Contra Costa County, CA. The purpose of this study was to review and summarize available information regarding known archaeological and historical resources within the boundaries of the City of Antioch to support an update to the city's General Plan. The project involved the preparation of an Environmental Impact Report (EIR) for the city's 6th Cycle Housing Element Update in compliance with the California Environmental Quality Act (CEQA). Cogstone's services included a cultural resources records search, a Sacred Lands File search from the Native American Heritage Commission (NAHC), and prepared a Cultural and Tribal Cultural Resources Technical Report. The report mapped all prehistoric and historic archaeological sites and historic built environment resources within the city. The City of Antioch was the lead agency under CEQA. Sub to Urban Planning Partners, Inc. 2022

East Arques Avenue Project, City of Sunnyvale, Santa Clara County, CA. Cogstone conducted a cultural resources assessment to determine the potential impacts to cultural resources during the project, which consisted of replacing a 313,485-square foot, six building, industrial complex with 455,500 square feet of warehouse/advanced manufacturing space and 38,000 square feet of office space. Expected maximum depth of ground disturbance was six feet for grading and up to 15 feet for project utilities trenching. Cogstone conducted a cultural resources records search which identified a multi-component archaeological site within the project area. Cogstone's services also included a Sacred Lands File search from the Native American Heritage Commission (NAHC) and an intensive pedestrian survey. Additionally, four of the six buildings within the project area were evaluated on California Department of Parks and Recreation 523 (DPR 523) forms and were recommended as eligible for listing in the California Register of Historical Resources (CRHR). Cogstone prepared a Cultural Resources Assessment Report. The City of Sunnyvale was the lead agency under CEQA. Sub to Urban Planning Partners, Inc. Sub to Urban Planning Partners, Inc. 2022

Portola Housing Element Project, City of Portola Valley, San Mateo County, CA. The project involved the preparation of a programmatic Initial Study (IS) or Mitigated Negative Declaration (MND) for the City of Portola Valley's Housing Element and Safety Element Updates that will be added to the General Plan. Cogstone conducted a cultural and paleontological resources assessment which consisted of cultural and paleontological resources records searches, a Sacred Lands File search from the NAHC, and a review of the 1998 Portola Valley City Historic Resources Inventory. Cogstone recommended that the city conduct a new historic inventory that starts with the potential housings sites and is expanded in scope to include archaeological sites and developed three mitigation measures to guide future development. Sub to Urban Planning Partners, Inc. 2022

APPENDIX B. RECORDS SEARCH RESULTS

Table B1. Previous Studies within a one-mile radius of the APE

Report No. (MA-)	Author(s)	Title	Year	Distance (miles) from APE
00018	Wadell, Robert P. and Voight, William G.	Draft Environmental Assessment Expanded Initial Study, Madera Municipal Airport Runway Extension	1996	0-0.25
00018	Becker, Eric S.	Removal Action Workplan, Madera Municipal Airport, Madera, California	1995	0.5-1
00018	Voight, William G.	Madera Municipal Airport Runway Extension Project, Biological Assessment	1996	0.5-1
00019	Jensen, Peter M.	Negative Archaeological Survey Report for Proposed Fresno-Tracy Fiberoptics Data Transmission Line. CALTRANS' Rights-of-Way at Six State Highway Crossings	1996	0.5-1
00035	Jensen, Sean M.	Archaeological Inventory Survey for the Tracy to Fresno Longhaul Fiberoptics Data Transmission Line, Portions of Fresno, Madera, Merced, Stanislaus, and San Joaquin Counties, California	1996	Within
00083	Hatoff, Brian, Voss, Barb, Waechter, Sharon, Wee, Stephen, and Benté, Vance	Cultural Resources Inventory Report for the Proposed Mojave Northward Expansion Project	1995	Within
00142	Binning, Jeanne Day	Negative Archaeological Survey Report Installation of Traffic Surveillance Stations along Interstate 5, State Route 41, and State Route 99 in Madera and Fresno Counties	1999	0.5-1
00215	Crist, Michael K.	Cultural Resource Reconnaissance for the Ogo Apartment Site Madera County	1981	0.25-0.5
00309	Napton, L. Kyle	Cultural Resources Investigations of the Ellis Street/Avenue 16 Project, Madera County, California	1994	Within
00344	Ptomey, Kathy	An Archaeological Assessment of the Madera Irrigation District Storm Drain Project, Madera County, California	1990	0.5-1
00739	Nelson, Wendy J.	Cultural Resources Survey for the Level (3) Communications Long Haul Fiber Optics Project: Segment WS04: Sacramento to Bakersfield	2000	0.5-1
00929	Pastron, Allen G. and Brown, R. Keith	Historical and Cultural Resource Assessment Proposed Telecommunications Facility Hwy 99/Cleveland, Site No. CV-751-01: 15786 North Gateway Drive, Madera County, California	2001	0.25-0.5
00932	Derr, Eleanor H. and Brown, R. Keith	Historical and Cultural Resource Assessment Proposed Telecommunications Facility Hwy 99/Cleveland, Site No. CV-751-04: 25327 Avenue 16, Madera County, California	2001	0.25-0.5
01001	Windmiller, Ric	Madera Town Center: Archaeological Resources Inventory, Madera, Madera County, California	2005	0.25-0.5
01002	Windmiller, Ric	CAT 17 Archaeological Resources Inventory, Madera, Madera County, California	2006	Within
01026	Arrington, Cindy, Bass, Bryon, Brown, Joan, Corey, Chris, and Hunt, Kevin	Cultural Resources Final Report of Monitoring and Findings for the Qwest Network Construction Project, State of California	2006	Within

Report No. (MA-)	Author(s)	Title	Year	Distance (miles) from APE
01026	SWCA Environmental Consultants	Qwest Fiber Optic Project Cultural Resources Protocols	2000	Within
01029	Gordon, Beth A.	New Tower Submission Packet, FCC Form 620, for East Madera, FAT-075B	2005	0.5-1
01030	Metzler, Valerie A. and Gordon, Beth A.	New Tower Submission Packet, FCC Form 620, for Road 26 and Ellis, FRSNCAMD058	2005	0-0.25
01033	Hatoff, Brian W.	Cellular Communications Tower Site - Clark Street, Country Club Drive, Madera County, Madera, California. URS Project No. 36301056.01056	2005	0.5-1
01048	Wills, Carrie D.	Phase I Cultural Resources Assessment Commons at Madera Fair Project, Madera, Madera County, California	2006	0.5-1
01101	Roper, C. Kristina	A Cultural Resources Survey for the Kennedy-Schnoor Canal Undergrounding and Linear Park, City of Madera, California	2007	0.25-0.5
01129	Goetter, Karin	Historic Property Survey Report for the Lake Street Reconstruction Project, Madera, Madera County, California (Expenditure Authorization 06-965100)	2008	Within
01129	Goetter, Karin	Archaeological survey Report for the Lake Street Reconstruction Project	2008	Within
01129	Goetter, Karin	Historical Resources Evaluation Report for the Lake Street Reconstruction Project	2008	Within
01201	Meyer, Jack, Young, D. Craig, and Rosenthal, Jeffrey	Volume I: A Geoarchaeological Overview and Assessment of Caltrans Districts 6 and 9 - Cultural Resources Inventory of Caltrans District 6/9 Rural Conventional Highways - EA 06-0A7408 TEA Grant	2010	Within
01201	Meyer, Jack, Young, D. Craig, and Rosenthal, Jeffrey S.	Volume II: Appendices A Geoarchaeological Overview and Assessment of Caltrans District 6 and 9 - Cultural Resources Inventory of Caltrans District 6/9 Rural Conventional Highways - EA 06-0A7408 TEA Grant	2010	Within
01203	Kile, Mark C.	Cultural Resource Inventory for Madera ID Water Conservation 13-MPRO-11 MID Job #27-13-2, Madera County, California	2014	0.5-1
01217	Miller, Michelle	Archaeological Survey Report for the Madera 99 Widening Project 06-MAD-99 Madera County, California	2014	0-0.25
01221	Strother, Eric, Schultz, Erica, Fies, Robin, Steinkamp, Matthew, and Kruger, Frank	Cultural Resources Assessment for the Pacific Gas and Electric Company's Gas Line 118A Corrosion Inspection Dig Project, City of Madera, Madera County, California	2014	0.5-1
01286	Unknown	Merced to Fresno Project Section Addendum Historic Architectural Survey Report (HASR) and Finding of No Adverse Effect for the Construction Package 1 North Extension Re-Exam	2017	0.5-1
01290	Sikes, Nancy E., Stapleton, Dylan, and Arrington, Cindy J.	Cultural Resources Inventory and Effects Assessment for the Madera Municipal Airport Stormwater Drain Improvements Projects, City of Madera, Madera County, California	2018	0.5-1

Table B2. Previously Recorded Cultural Resources within a one-mile radius of the APE

Primary No. (P-20-)	Trinomial No. (CA-MAD-)	Resource Type	Resource Description	Year Recorded	Distance (miles) From APE	NRHP/CRHR Status
002308	002649H	Historic Built Environment	Water conveyance system; Dams; Canal/aqueduct	1992; 2005; 2009; 2013; 2014; 2016; 2018	Within	
002662		Historic Built Environment	Roads/trails/railroad grades; Other	2009; 2016	0.5-1	
002802		Historic Built Environment	Single family property	2008	0-0.25	
002803		Historic Built Environment	Single family property	2008	0.5-1	
002804		Historic Built Environment	Educational building	2008	0-0.25	
002805		Historic Built Environment	Single family property	2008	0.25-0.5	
003068		Prehistoric Archaeological Site	Lithic scatter	2014	0.5-1	
003240	002896H	Historic Built Environment	Engineering structure	2020	0.25-0.5	

APPENDIX C. NATIVE AMERICAN CONSULTATION

STATE OF CALIFORNIA — Gavin Newsom, Governor

NATIVE AMERICAN HERITAGE COMMISSION

CHAIRPERSON
Reginald Pagaling
Chumash

VICE-CHAIRPERSON
Buffy McQuillen
Yokaya Pomo, Yuki, Nomlaki

SECRETARY
Sara Dutschke
Miwok

PARLIAMENTARIAN
Wayne Nelson
Luiseño

COMMISSIONER
Isaac Bojorquez
Ohlone-Costanoan

COMMISSIONER
Stanley Rodriguez
Kumeyaay

COMMISSIONER
Reid Milanovich
Cahuilla

COMMISSIONER
Bennae Calac
Pauma-Yuima Band of Luiseño Indians

COMMISSIONER
Vacant

ACTING EXECUTIVE SECRETARY
STEVEN QUINN

NAHC HEADQUARTERS
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710
nahc@nahc.ca.gov
NAHC.ca.gov

April 30, 2025

Cogstone Resource Management

Via Email to: coqstoneconsult@coqstone.com

Re: Madera Tanks Project, Madera County

To Whom It May Concern:

As requested, a record search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed based on information submitted for the above referenced project. The results were negative. Please note that tribes do not always record their sacred sites in the SLF, nor are they required to do so. As such, a SLF search is not a substitute for consultation with all tribes that are traditionally and culturally affiliated with a project's geographic area.

Attached is a list of Native American tribes who may also have knowledge of cultural resources in the project area. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. Please contact all of those listed; if they cannot supply information, they may recommend others with specific knowledge. If within two weeks of notification, a response has not been received, the Commission requests that you follow-up with a telephone call or email to ensure that the project information was received.

If you receive notification of a change of address or phone number from a tribe, please notify the NAHC so that we can assure that our lists contain current information.

In addition to engaging in tribal consultation, you should consult the appropriate regional California Historical Research Information System (CHRIS) archaeological Information Center to determine whether it has information regarding the presence of recorded archaeological sites within the project area.

If you have any questions or need additional information, please contact me at my email address: Pricilla.Torres-Fuentes@nahc.ca.gov.

Sincerely,

Pricilla Torres-Fuentes

Pricilla Torres-Fuentes
Cultural Resources Analyst

Attachment

Page 1 of 1

APPENDIX D. DPR 523 FORMS

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # P-20-002308 UPDATE
HRI #
Trinomial CA-MAD-2649H
NRHP Status Code

Other Listings
Review Code | Reviewer | Date

 ***Resource Name or #:** MID Lateral 24.2 (segment)

P1. Other Identifier: Madera Irrigation District (MID) Canal Lateral 24.2
P2. Location: ☒ **Not for Publication** ☐ **Unrestricted**
a. County: Madera
b. USGS 7.5' Quad: Madera **Date:** 1981 **T** 11s; R 17E ; ¼ **of** ¼ **of Sec** **; S.B.B.M.**
c. Address: **City:** Madera **Zip:** 93638
d. UTM: Zone: ; **mE/** **mN**
e. Other Locational Data: **Elevation:**

P3a. Description:
This short segment (121.70 feet) of the Madera Irrigation Districts' (MID) Lateral 24.2 is earthen lined canal which intersects with the MID Canal Bridge (41C0132) on Ellis Street. Lateral 24.2 is a gravity fed irrigation canal which transports water south from Dry Creek to the north. The flow of Dry Creek into the canal is controlled by Diversion Dam.

P3b. Resource Attributes: AH6. Water Conveyance, HP20. Canal
P4. Resources Present: ☐Building ☐Structure ☐Object ☐Site ☐District ☒Element of District ☐Other

P5b. Description of Photo: Southern side of canal from access road, facing northwest.

P6. Date Constructed/Age and Sources: ☒Historic ☐Prehistoric ☐Both
1955 (Built Environmental Resource Directory, BRED)

P7. Owner and Address:
Bureau of Reclamation

P8. Recorded by:
Alison Bryson-Deveraux
Cogstone Resource Management; 1518 W. Taft Ave., Orange, CA 92865

P9. Date Recorded:
May 14, 2025

P10. Survey Type:
Pedestrian Survey

P11. Report Citation:
Cultural Resources Assessment Report For The City Of Madera Water Storage Tank, Pump Station, And Transmission Main Project, City Of Madera, Madera County, California.
Prepared by: Alison Bryson-Deveraux, M.A. and Shannon Lopez, M.A. June 2025.

Attachments: ☐NONE ☒Location Map ☐Sketch Map ☒Continuation Sheet ☐Building, Structure, and Object Record ☐Archaeological Record ☐District Record ☒Linear Feature Record ☐Milling Station Record ☐Rock Art Record ☐Artifact Record ☐Photograph Record ☐ Other

L1. Historic and/or Common Name: Madera Irrigation Canal Lateral 24.2

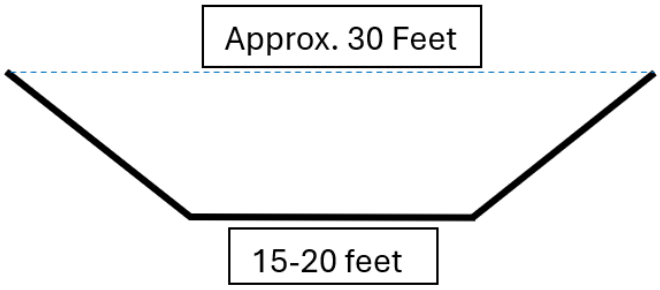
L2a. Portion Described: ☐ Entire Resource ☒ Segment ☐ Point Observation **Designation:**
b. Location of point or segment: Intersection of MID Canal Bridge (41C0132) and Ellis Street.

L3. Description: *See P3a. Description.*

L4. Dimensions: *(In feet for historic features and meters for prehistoric features)*
- **a. Top Width**: Approx. 30 feet
- **b. Bottom Width:** Approx. 15-20 feet
- **c. Height or Depth:** Approx 10-15 feet
- **d. Length of Segment**: 121.70 feet

L5. Associated Resources:

L4e. Sketch of Cross-Section:



L6. Setting: The nearby surrounding setting of the bridge consists of vacant adjacent lots and some residential development. However, to the north of the intersection of Ellis Street and Road 26 is the Torres High School and a dense residential neighborhood.

L7. Integrity Considerations: Based on a review of 1957 and 2022 USDA aerial photographs, there appears to be no notable alterations to the alignment or design of the canal (NETROnline 1957 and 2022).

L8a. Photograph, Map or Drawing

L8b. Description of Photo, Map, or Drawing
View of northern side of canal bridge.

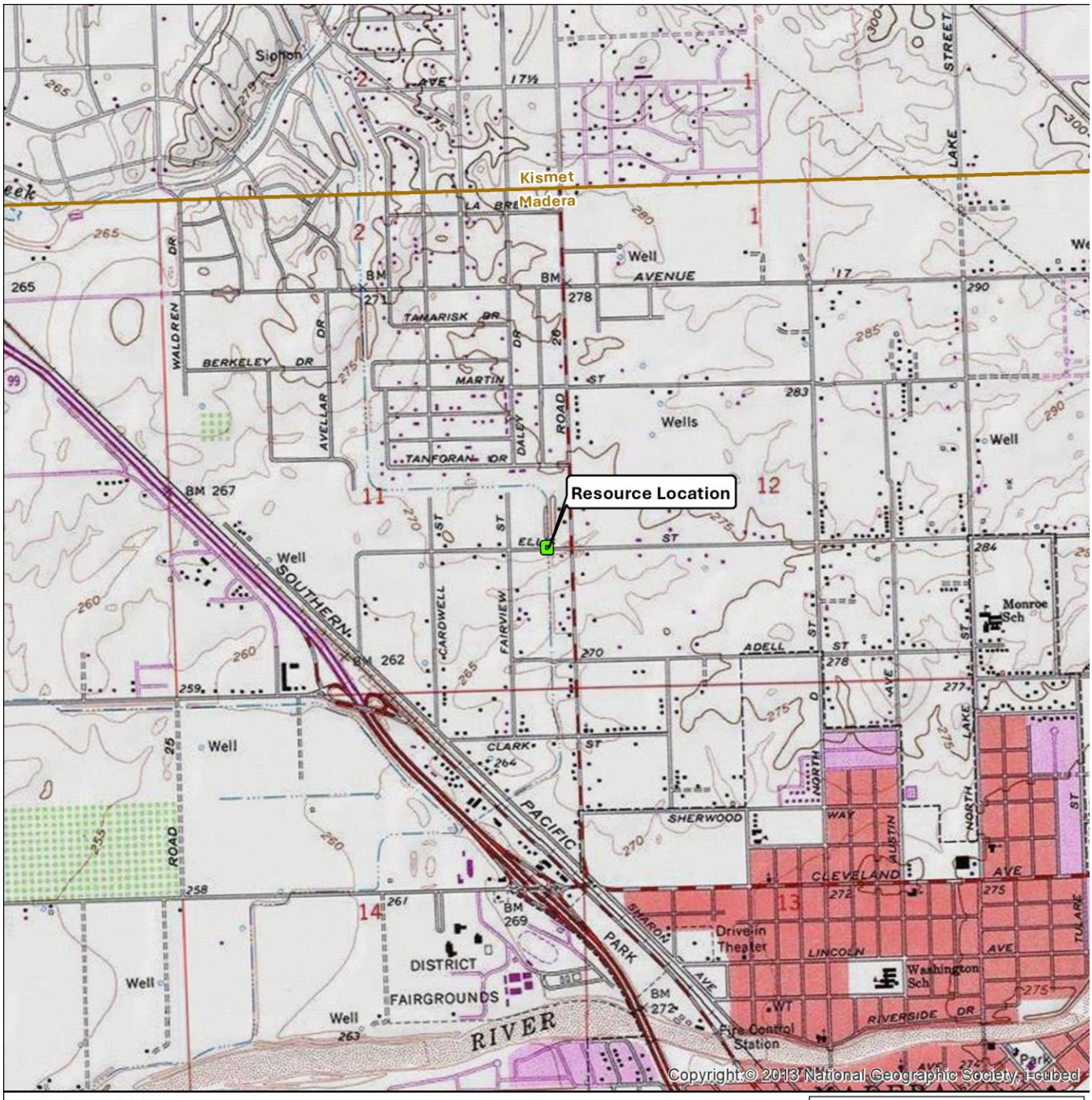
L9. Remarks:

L10. Form Prepared by:
Shannon Lopez
Alison Bryson-Deveraux
Cogstone Resource Management; 1518 W. Taft Ave., Orange, CA 92865

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
LOCATION MAP

Primary # P-20-002308 UPDATE
HRI#
Trinomial CA-MAD-2649H

Page 3 **of** 8 ***Resource Name or #:** MID, Lateral 24.2 (segment)
Map Name: ***Scale:** 1:24,000 ***Date of Map:**



M.I.D. Lateral 24.2 (segment)
Madera County, CA

M.I.D. Lateral 24.2 (segment)
USGS 7.5' Quadrangle

USGS 7.5' Quadrangle(s):
Kismet
Madera

0 0.25 0.5 Miles
N
0 0.25 0.5 Kilometers
1:24,000 1 in = 2,000 ft

Background Information

The Madera Canal and MID distribution system is a 35.9 mile long aqueduct. It was originally designed to transport water to the lower lying agricultural properties within Madera County from the Friant Reservoir and the Chowchilla River. The system's original design consisted of 14 lateral canals. Following later development and expansion, numerous branching canals currently spread for hundreds of miles across the county. The construction of these canals was part of the California Valley Project which resulted in the expansion and flourishing of agricultural land during the 1950s (Hattersley-Drayton 2000).

PREVIOUS DOCUMENTATION AND EVALUATIONS
Numerous segments of P-20-002308 have been recorded and evaluated for potential historic significance since 2000.

2000 Hattersley-Drayton
The earliest known documentation of the canal was in 2000 by Karana Hattersley-Drayton of Caltrans. A segment of the Madera Canal (#8, Lateral 32.2) was described as approximately 15 miles long. This segment of the canal is called Lateral 32.2 as it begins at a turnout on the Madera Canal which is approximately 32.2 miles from the Friant Dam. It is one of four turn-outs along the Madera Canal. Constructed in ca. 1953 as an open ditch, Lateral 32.2 crosses under State Route 99 near the town of Fairmead. In 1972 a portion pipe was installed as a result of the expansion of the highway [assumed to be Highway 99]. The width of the segment is between 10-12 feet at water level and 20 feet at the top of the low berms. Surrounding areas were described and rural farmland with orchards.

The Fairmead Colonies were established in 1912 and were comprised of numerous family farms. However, due to a lack of a developed water conveyance system and a severe drop in the region's water table by the 1940s, the Fairmead Colonies struggled. In 1950, the Madera Irrigation District contracted with the Bureau of Reclamation to dig laterals in the Fairmead area which connected with the Madera Canal. The construction of Lateral 32.2 saved the struggling farmers of the Fairmead Colonies. Lateral 32.2 was recommended as qualifying as a historical resource under CEQA (Hattersley-Drayton 2000).

2000 Hattersley-Drayton
In 2000, Karana Hattersley-Drayton of Caltrans documented Lateral 32.2-9.9 which diverts water from Lateral 32.2 via the 9.9 Headworks located south of Fairmead and east of Road 20. Lateral 32.2-9.9 is six feet wide, unlined, and seven miles long. It was built in stages between 1953-1954 by Bureau of Reclamation. Lateral 32.2-9.9 was recommended eligible for listing in the NRHP and the CRHR under Criteria A/1. (Hattersley-Drayton 2000)

2005 Applied EarthWorks, Inc.
In 2005, Applied EarthWorks Inc. documented a segment of Madera Canal and Lateral 6.2. These segments of the canal were not evaluated for historic significance.

2005 Roark, Jones & Stokes
In 2005, Gabriel Roark of Jones & Stokes documented Main No. 1 Canal. Main This canal was originally built in 1870 and was used for local irrigation purposes, transporting water from the Fresno River to Cottonwood Creek. In 1949, the Madera Irrigation District (MID) purchased the canal as addition to the Madera Canal. While Main No. 1 Canal is historically significant for its association with early irrigation and agricultural development, decades of regular maintenance and redesign by MID and the Madera Canal & Irrigation Company (MC&IC) has resulted in the resource's loss of integrity. Therefore Main No. 1 Canal is recommended not eligible for listing in the NRHP.

2009 JRP Historical Consulting, LLC.
In 2009, Joseph Freeman and Rebecca Flores of JRP Historical Consulting, LLC, documented three segments of the Madera Canal located within agricultural and ranch areas. This segment is located north of the City of Fresno near State Route 41. The site form prepared by Freeman and Flores states the segment recorded was originally documented in 1995 by "Hatoff" (this site form cannot be located at present). The segment of canal revisited by Freeman and Flores is described with steep earthen berms which rise above concrete sidewalls. The berms are level with the surrounding terrain. According to Freeman and Flores, the Madera Canal extends 37 miles north from Friant Dam. These three segments were not evaluated for potential historic significance as part of the 2009 site form.

2013 Culturescape
In 2013, five irrigation gate valves located along the Fresno River Big Main Canal were documented by Mark Kile of Culturescape. They are described as non-unique and ubiquitous throughout the canal system located at distribution points of the canal. These features were not evaluated for historic significance. (Culturescape 2013a)

2013 Culturescape
In 2013, Mark Kile of Culturescape documented the locations of 20 irrigation gate valves distributed along the Madera Canal system. These features were not evaluated for historic significance. (Culturescape 2013b)

2014 ESA
In 2014, R. Scott Baxter from ESA documented a 60-foot segment of the MID Big Main Canal near the northeast semi-rural area of the town of Madera. This segment, built ca. 1922, is described as an earthen, V-shaped canal with a flat bottom. Baxter recommended the MID Big Mains Canal as historically significant for the canal's association with early corporate irrigation efforts and agricultural development in Madera County. However, following decades of alterations and maintenance, this segment of the MID Big Main Canal no longer possesses sufficient integrity to convey its historic significance. Therefore, this segment of the canal is recommended not eligible for listing in the NRHP.

2016 Garcia and Associates
In 2016, Brandon Patterson of Garcia and Associates documented a 500-foot-long segment of the Madera Canal, Lateral 24.2, near Avenue 16 and Road 22 in Madera County. The canal segment is described as V-shaped, mechanically excavated six feet deep, the base is loosely bedded by cobble and gravel. Additional components include a pre-cast, concrete box culvert and outlet, likely constructed after the 1950s. The setting of this segment of the canal is rural agricultural lands. This segment of the canal was not evaluated for historic significance. (Garcia and Associates 2016)

2016 Applied EarthWorks Inc.
In 2016, Kaite Asselin of Applied EarthWorks, Inc., documented multiple segments of laterals that are extensions of MID Lateral 6.2. These laterals were built between 1947 and 1963. Lateral 6.2 is an earthen canal with earthen berms raised three feet above surface level. These segments of the canals were not evaluated for historic significance. (Applied EarthWorks Inc. 2016)

2016 HDR EOC, Inc.
In 2016, a 100-foot section of the Madera Canal was documented by HDR EOC, Inc. The canal is described as earthen-lined, 20 feet wide and nine feet deep. This segment of canal was completed in 1947 and is largely unaltered with the exception of canal maintenance. This resource was recommended eligible for listing in the NRHP and CRHR under Criterion A/1 for its relation to the Central Valley Project (CVP) which was a major federal undertaking resulting in the expansion of agriculture in the Central Valley. This resource was also recommended eligible for listing under Criterion C/3 for its engineering significance as part of a unique irrigation system. (HDR EOC, Inc. 2016)

2016 Culturescape
In 2016, M. C. Kile of Culturescape documented a 6,500-foot segment of the MID Lateral 24.2-17.0. This irrigation canal is part of the MID expansion completed ca. 1950 and underwent major modifications up until 1965. At the time of its documentation in 2016, it was described as 15 feet wide and six feet deep. This segment of Lateral 24.2-17.0 was given the status code: 6Z (Found ineligible for NR, CR or Local designation through survey evaluation). (Kile 2016a)

2016 Culturescape
In 2016, Mark Kile of Culturescape, documented a total 14 control points for the MID constructed sometime between 1935 and 1963. This site form has conflicting recommendations of eligibility. It has a status code of 6Z (Found ineligible for NR, CR or Local designation through survey evaluation) however the Dry Creek Diversion Dam (Abbeys Hole) is recommended eligible for listing under Criterion A and Criterion B. (Kile 2016b).

2016 ESA
In 2016, Katherine Anderson of ESA documented three segments of the MID Lateral 6.2 Canal: MID Lateral 6.2 (1,500-fot segment), distributary canal MID Lateral 6.2-9.2 (1,500-foot segment), and distributary canal MID Lateral 6.2-13.4 (2,500-foot segment). The MID Lateral 6.2 and its distributary canals is one of many canals constructed in support of the Madera Canal and were built well after the Madera Canal's initial construction.

MID Lateral 6.2 is an earthen trapezoidal canal, 40 feet wide at its top, 20 feet deep, and 20 feet wide at the base. MID Lateral 6.2-9.2 is an earthen distributary canal organized with an asymmetrical trapezoidal/U-shape. Its is 20 feet wide at its top, eight feet deep, and 10 feet wide at its base. The unlined walls have steep sloping sides. MID Lateral 6.2-13.4 is also an earthen distributary canal with a trapezoidal shape. It is 20 feet wide at its top, three feet deep, and four feet wide at its base.

Anderson recommended the segments of the MID Lateral 6.2 are not considered unique in its association with the Madera Canal, nor are they associated with the lives of important individuals, nor are they considered significant in their design or form. (Anderson 2016)

2018 Applied EarthWorks
In 2018, Ward Stanley documented a 61-foot-long segment of MID Lateral 6.2. Construction of this canal was completed by 1955 as part of the Central Valley Project. No associated resources were observed. This segment of canal was not re-evaluated for historic significance. (Applied EarthWorks 2018)

HISTORIC BUILT ENVIRONMENT REVALUATION
Criteria A/1
Is this resource associated with events that have made a significant contribution to the broad patterns of history?
Lateral 24.2 was built in 1955 as an agricultural irrigation canal transporting water south from Dry Creek. A review of USDA aerials of the City of Madera and the census designated place Madera Acres shows that in 1957, two years after the construction of Lateral 24.2, multiple large parcels of land are graded. However, these parcels were developed into residential neighborhoods in the late 1960s and 1970s. As an irrigation canal, Lateral 24.2 would not be associated with providing water to these homes nor support their construction. This section of canal is not associated with any significant contributions to local agricultural or residential development. Therefore, due to a lack of significance, this segment of Lateral 24.2 is recommended not eligible for listing in the National Register of Historic Places (NRHP) under Criterion A or the California Register of Historical Resources (CRHR) under Criterion 1.

Criteria B/2
Is this resource associated with the lives of significant persons of the past?
This segment of the MID canal, Lateral 24.2, is not known to be associated with the lives of people considered significant to history. Therefore, this segment of the canal is recommended not eligible for listing in the NRHP under Criterion B or the CRHR under Criterion 2.

Criteria C/3
Does this resource embody distinctive characteristics of type, period, or method of construction or represent the work of a master, or possess high artistic value, or represent a significant and distinguishable entity those components may lack individual distinction?
This segment of the MID canal, Lateral 24.2, is an unremarkable example of an earthen lined canal. It is a small part of a secondary system which supports the main Madera Irrigation District canal. It is not an exemplary representation of a type, method of construction, nor does it represent the work of a master nor possess high artistic value. Therefore, this resource is recommended not eligible for listing in the NRHP under Criterion C and the CRHR under Criterion 3.

Criteria D/4
Has this resource yielded or may likely yield information important in history or prehistory?
Criterion 4 is most often applied to archaeological sites and districts but can also apply to buildings, structures, and/or objects. This resource does not exhibit a local variation of a standard design or construction technique that can yield

important information (such as construction expertise or availability of local materials). Therefore, this segment of Lateral 24.2 is recommended not eligible for listing in the NRHP under Criterion D or the CRHR under Criterion 4.

Center of canal from Ellis Street.

REFERENCES

Anderson, Katherine
2016 "MID Lateral 6.2 Segments". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: Katherine Anderson. Copy on file at: Southern San Joaquin Valley.

Applied EarthWorks
2005 "Madera Canal and Lateral 6.2". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: Applied EarthWorks. Copy on file at: Southern San Joaquin Valley.
2016 "Madera Irrigation District (MID)". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: Katie Asselin. Copy on file at: Southern San Joaquin Valley.
2018 "Madera Irrigation District Lateral 6.2". State of California, Department of Parks and Recreation. Prepared by: Ward Stanley. Copy on file at: Southern San Joaquin Valley.

ESA
2014 "MID Big Main Canal". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: R. Scott Baxter. Copy on file at: Southern San Joaquin Valley.

Hattersley-Drayton, Karana
2000 "#8, Lateral 32.2 (Madera Canal)". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: Karana Hattersley-Dayton, Caltrans. Copy on file at: Southern San Joaquin Valley.

Garcia and Associates
2016 "Madera Canal, Lateral 24.2 Segment (GANDA-MAD-01)". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: Brandon Patterson. Copy on file at: Southern San Joaquin Valley.

HDR EOC, Inc.
2016 "CA-MAD-2649H". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: M. Connolly. Copy on file at: Southern San Joaquin Valley.

JRP Historical Consulting, LLC)
2009 "Madera Canal (UPDATE)". P-20-002308. Department of Parks and Recreation. Prepared by: Mark Kile of Culturescape. Copy on file at: Southern San Joaquin Valley

Kile, Mark
2013a "Fresno River Big Main Canal". *P-20-002308*. Department of Parks and Recreation. Prepared by: Mark Kile of Culturescape. Copy on file at: Southern San Joaquin Valley.
2013b "Madera Irrigation District". *P-20-002308*. Department of Parks and Recreation. Prepared by: Mark Kile of Culturescape. Copy on file at: Southern San Joaquin Valley.
2016a "Madera Irrigation District". *P-20-002308*. Department of Parks and Recreation. Prepared by: Mark Kile of Culturescape. Copy on file at: Southern San Joaquin Valley.
2016b "Madera Irrigation District". *P-20-002308*. Department of Parks and Recreation. Prepared by: Mark Kile of Culturescape. Copy on file at: Southern San Joaquin Valley.

Roark, Gabriel and Jones & Stokes
2005 "Main No. 1 Canal". *P-20-002308*. State of California, Department of Parks and Recreation. Prepared by: Gabriel Roark and Jones & Stokes. Copy on file at: Southern San Joaquin Valley.

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code 6Z

Other Listings
Review Code Reviewer Date

 ***Resource Name or #:** M.I.D. Canal Bridge (41C0132)

P1. Other Identifier:
P2. Location: ☒ **Not for Publication** ☐ **Unrestricted**
a. County: Madera
b. USGS 7.5' Quad: Madera **Date:** 1981 **T** ; **R** ; **¼ of** **¼ of Sec** **; S.B.B.M.**
c. Address: Ellis Street **City:** Madera **Zip:** 93638
d. UTM: Zone: ; **mE/** **mN**
e. Other Locational Data: Intersection of Ellis Street and Madera Irrigation District (M.I.D.) Canal
Elevation:

P3a. Description:
Built in 1975, this concrete beam bridge is located on Ellis Street and crosses over the Madera Canal. The bridge is simple in its design with concrete wing walls, girder, asphalted deck, and galvanized steel guardrails.

P3b. Resource Attributes: HP19. Bridge
P4. Resources Present: ☐Building ☒Structure ☐Object ☐Site ☐District ☐Element of District ☐Other

P5b. Description of Photo: View of northern side of canal bridge
P6. Date Constructed/Age and Sources: ☒Historic ☐Prehistoric ☐Both
1975 (Caltrans 2025)

P7. Owner and Address:
Madera Irrigation District (M.I.D.)

P8. Recorded by:
Alison Bryson-Deveraux
Cogstone Resource Management; 1518 W. Taft Ave., Orange, CA 92865

P9. Date Recorded:
May 14, 2025

P10. Survey Type:
Pedestrian Survey

P11. Report Citation:
Cultural Resources Assessment Report For The City Of Madera Water Storage Tank, Pump Station, And Transmission Main Project, City Of Madera, Madera County, California.
Prepared by: Alison Bryson-Deveraux, M.A. and Shannon Lopez, M.A. June 2025.

Attachments: ☐NONE ☒Location Map ☐Sketch Map ☒Continuation Sheet ☒Building, Structure, and Object Record ☐Archaeological Record ☐District Record ☐Linear Feature Record ☐Milling Station Record ☐Rock Art Record ☐Artifact Record ☐Photograph Record ☐ Other

B1. Historic Name: None
B2. Common Name: M.I.D. Canal Bridge
B3. Original Use: Bridge
B4. Present Use: Bridge
***B5. Architectural Style:** Beam Bridge style
***B6. Construction History:**
The Caltrans Local Agency Bridges list for District 06 lists this bridge as 41C0132 (M.I.D. Canal). This Caltrans list notes this bridge was constructed in 1975 (Caltrans 2025). This bridge crosses over a segment of the Madera Canal and M.I.D. distribution system. This water system was originally built to transport water to the lower lying agricultural properties within Madera County.

***B7. Moved?** ☒**No** ☐**Yes** ☐**Unknown** **Date:** **Original Location:**
***B8. Related Features:**

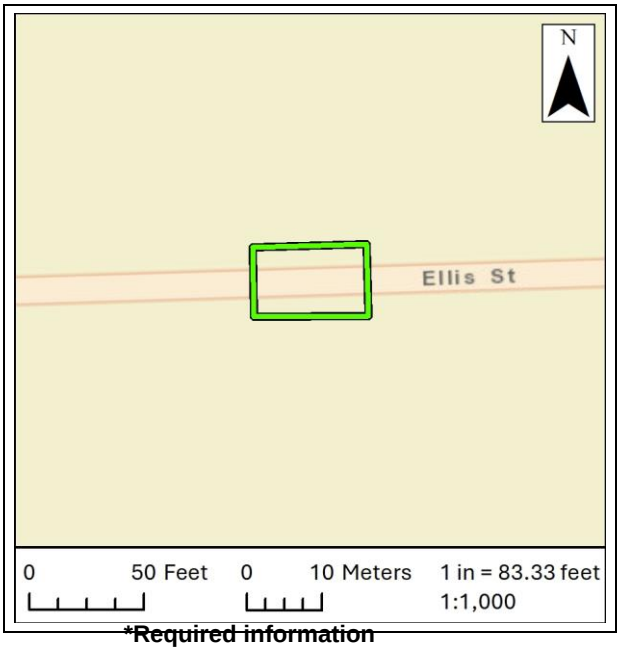
B9a. Architect: Not known **b. Builder:** Not known
***B10. Significance:** None **Theme:** Transportation **Area:** Madera, CA
Period of Significance: 1975 **Property Type:** Bridge **Applicable Criteria:** None

Criteria A/1
Is this resource associated with events that have made a significant contribution to the broad patterns of history?
This bridge (built in 1975) is a typical concrete beam bridge which is used for local pedestrian and vehicle transportation access over the man made Madera Canal. A review of a 1957 USDA aerial photograph shows a bridge present in the location of the current M.I.D. Canal Bridge. Therefore, it is assumed that the current bridge is a replacement for the original. This bridge is not associated with any events considered significant to history and therefore, recommended not eligible for listing in the National Register of Historic Places (NRHP) under Criterion A or the California Register of Historical Resources (CRHR) under Criterion 1.

B11. Additional Resource Attributes:
***B12. References:**
Caltrans
2025 "41C0132". *Historical Significance-Local Agency Bridges. Structure Maintenance & Investigations*. Copy provided by: CSO Jill Hupp with CA.gov.

B13. Remarks:

***B14. Evaluator:** Shannon Lopez
***Date of Evaluation:** May 20, 2025

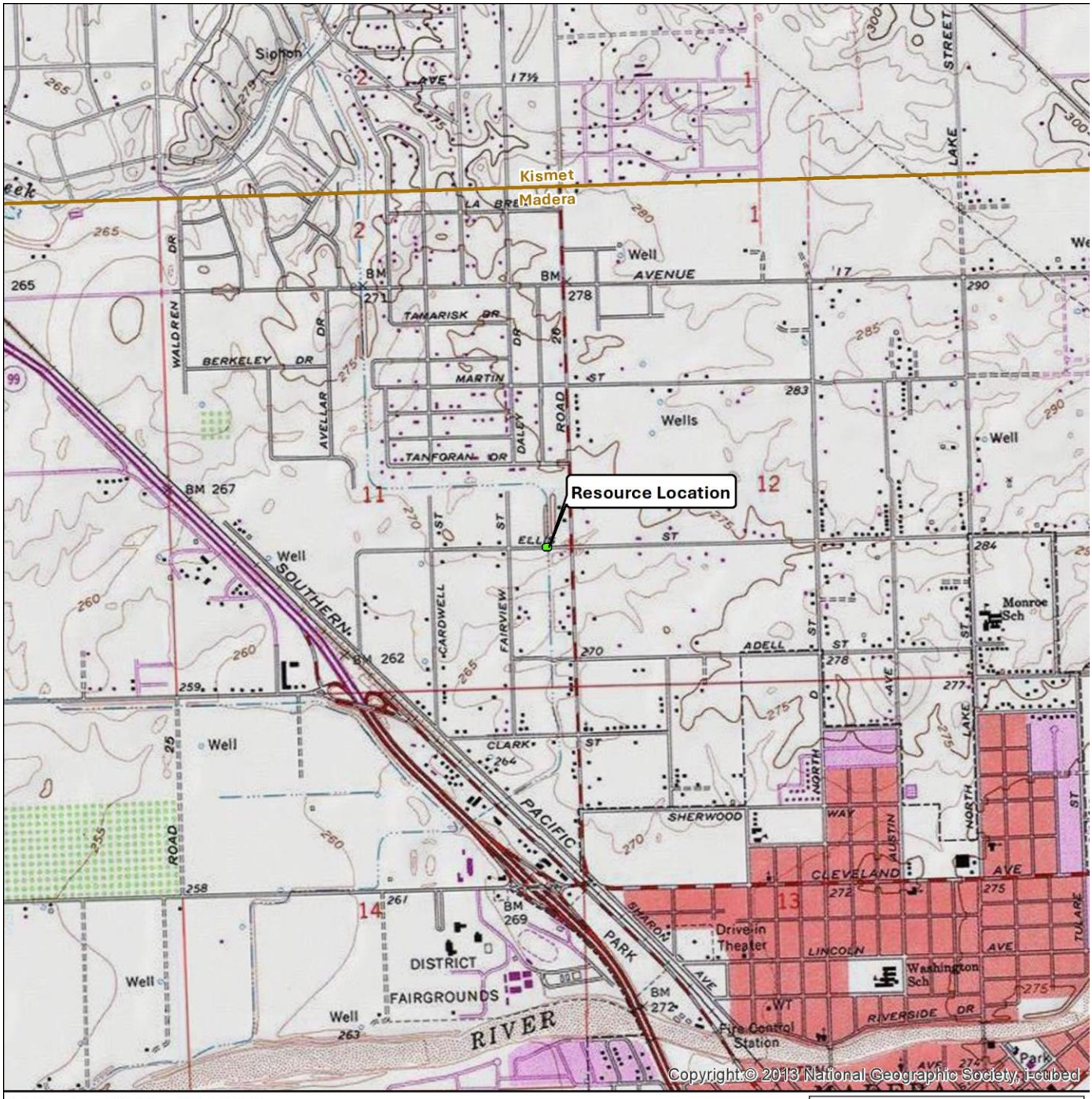


(This space reserved for official comments.)

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
LOCATION MAP

Primary #
HRI#
Trinomial

Page 3 **of** 5 ***Resource Name or #:** M.I.D. Canal Bridge (41C0132)
Map Name: Madera ***Scale:** 1:24,000 ***Date of Map:** 1987



M.I.D. Canal Bridge (41C0132)
Madera County, CA

M.I.D. Canal Bridge (41C0132)
USGS 7.5' Quadrangle

USGS 7.5' Quadrangle(s):
Kismet
Madera

0 0.25 0.5 Miles
0 0.25 0.5 Kilometers
N
1:24,000 1 in = 2,000 ft

***B10. HISTORIC BUILT ENVIRONMENT EVALUATION CONT.**

Criteria B/2

Is this resource associated with the lives of significant persons of the past?

No information can be located which connects this bridge with the lives of individuals considered significant to history. Therefore this resource is recommended not eligible for listing in the NRHP under Criterion B or the CRHR under Criterion 2.

Criteria C/3

Does this resource embody distinctive characteristics of type, period, or method of construction or represent the work of a master, or possess high artistic value, or represent a significant and distinguishable entity those components may lack individual distinction?

This bridge is an unremarkable and common representation of a small concrete beam bridge. It is not an exemplary representation of a style, period, method of construction, nor does it represent the work of a master nor does it possess high artistic value. Therefore, this bridge is recommended not eligible for listing in the NRHP under Criterion C or the CRHR under Criterion 3.

Criteria D/4

Has this resource yielded or may likely yield information important in history or prehistory?

Criterion 4 is most often applied to archaeological sites and districts but can also apply to buildings, structures, and/or objects. This resource does not exhibit a local variation of a standard design or construction technique that can yield important information (such as construction expertise or availability of local materials). Therefore, this bridge is recommended not eligible for listing in the NRHP under Criterion D or the CRHR under Criterion 4.

May 2025 Survey photographs of bridge

Close up of southwestern side of canal bridge.

EXHIBIT B

State of California Department of Fish and Game Comment Letter dated October 8, 2025.

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State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Central Region
1234 East Shaw Avenue
Fresno, California 93710
(559) 243-4005
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

Exhibit B

October 8, 2025

Will Tackett, Director of Community Development
City of Madera
428 East Yosemite Avenue
Madera, California 93638
(559) 661-3688
wtackett@madera.gov

Subject: Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project (Project)
Initial Study/Mitigated Negative Declaration (MND)
State Clearinghouse No.: 2025090413

Dear Will Tackett:

The California Department of Fish and Wildlife (CDFW) received an MND from the City of Madera (City) for the above referenced Project pursuant the California Environmental Quality Act (CEQA) and CEQA Guidelines.[1]

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, CDFW appreciates the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

CDFW ROLE

CDFW is California's **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a)). CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species (*Id.*, § 1802). Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW is also submitting comments as a **Responsible Agency** under CEQA (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381). CDFW expects that it may

[1] CEQA is codified in the California Public Resources Code in section 21000 et seq. The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

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need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority (Fish & G. Code, § 1600 et seq). Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the Project proponent may seek related take authorization as provided by the Fish and Game Code.

Nesting Birds: CDFW has jurisdiction over actions with the potential to result in the disturbance or destruction of active nest sites or unauthorized take of birds. Fish and Game Code sections that protect birds, their eggs, or nests include sections 3503 (regarding unlawful take, possession, or needless destruction of the nest or eggs of any bird), 3503.5 (regarding the take, possession, or destruction of any birds-of-prey or their nests or eggs), and 3513 (regarding unlawful take of any migratory nongame bird).

Unlisted Species: Species of plants and animals need not be officially listed as Endangered, Rare, or Threatened (E, R, or T) on any State or federal list to be considered E, R, or T under CEQA. If a species can be shown to meet the criteria for E, R, or T, as specified in the CEQA Guidelines section 15380, CDFW recommends it be fully considered in the environmental analysis for the Project.

PROJECT DESCRIPTION SUMMARY

Proponent: City of Madera

Objective: The Project proposes water supply construction and associated distribution infrastructure and facilities to meet the City's water demand and fire protection. The initial phase includes the construction of one 2.5-milion-gallon (mg) water storage tank, a booster pump station, and installation of related facilities and improvements on an approximately 2.89 acre property located on the west side of North Lake Street between Martin and Ellis Streets in an unincorporated area of Madera County. The Project will also include the installation of a 13,200 linear-foot 24-inch pipeline that will connect to the proposed water storage tank to an existing City-owned water well site. The pipeline route will follow the existing right-of-way (ROW) south along Lake Street, west along Ellis Street, and northwest along Sharon Boulevard. Additional phases will also include the installation of an additional 2.5-mg water storage tank and possible replacement of existing facilities, pumps, and equipment on the property located on the west side of North Lake Street.

Location: The Project site is located in the City of Madera Sphere of Influence in Madera County, generally bounded by Lake Street to the east, Ellis Street to the south, and Martin Street to the north. The proposed water tanks and other infrastructure will be located on a parcel on North Lake Street, Assessor's Parcel Number (APN) 038-030-031. The pipeline route will follow the ROW south along Lake Street, west along Ellis

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Street, and northwest along Sharon Boulevard. This pipeline will connect to an existing water well site located on a parcel on Sharon Boulevard, APN 013-280-001.

COMMENTS AND RECOMMENDATIONS

CDFW offers the comments and recommendations below to assist the City in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct, indirect, and cumulative impacts on fish and wildlife (biological) resources. Editorial comments or other suggestions may also be included to improve the MND prepared for this Project.

The MND notes the Project vicinity is a combination of residential, commercial development, undeveloped lots, and agriculture lands. The Project site consists of previously tilled parcels, undeveloped parcels surrounded by residential development and undeveloped pastures, and non-native grassland with residences within an urban setting with ornamental trees, plants, grass lawns, and ruderal habitats. The Project site also intersects a canal, operated by the Madera Irrigation District, just west of Road 26 and Ellis Street.

Currently, the MND acknowledges that the Project site is within the geographic range of several special-status animal species and proposes specific mitigation measures to reduce impacts to less than significant. CDFW has concerns about the ability of some of these measures to reduce impacts to less than significant and avoid unauthorized take for special-status animal species, including but not limited: the State threatened Swainson's hawk (*Buteo swainsoni*); the State and federally threatened California tiger salamander - Central California Distinct Population Segment (DPS) (*Ambystoma californiense* pop. 1); the State candidate western burrowing owl (*Athene cunicularia hypugaea)* and Crotch's bumble bee (*Bombus crotchii*); the State species of special concern American badger (*Taxidea taxus*); the State species of special concern and federally proposed threatened western spadefoot (*Spea hammondii*); and the State special animal and federally threatened vernal pool fairy shrimp (*Branchinecta lynchi*).

Swainson's Hawk

The MND notes that suitable Swainson's hawk (SWHA) nesting and foraging habitat occurs within the Project site, and that one adult SWHA was observed within the BSA, however no SWHA nest was located in the vicinity. Conservation measure (CM) BIO-4 requires protocol surveys within ½ mile of construction activities during the nesting season (March 1-August 30). CDFW concurs with this approach but recommends extending the latter date to September 15th to avoid potentially significant impacts. CM BIO-4 also states that Project-related activities with the potential to cause nest abandonment will be avoided, but if Project activities cause nest abandonment within the ½ mile buffer zone, the Project developer/contractor is required to fund the controlled release of captive-reared young. CDFW doesn't concur with these methods

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as they would result in unauthorized take of a CESA listed species. CDFW concurs with necessary coordination with CDFW and recommends the following measures:

Recommended Mitigation Measure 1: SWHA Avoidance Buffer
If Project-specific activities will take place during the SWHA nesting season (i.e., March 1 through September 15), and active SWHA nests are present, CDFW recommends a minimum ½-mile no-disturbance buffer be delineated and maintained around each nest, regardless of whether it was detected by surveys or observed incidentally. These buffers would remain in place until the breeding season has ended or until a qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival, to prevent nest abandonment and other take of SWHA as a result of Project activities.

Recommended Mitigation Measure 2: SWHA Take Authorization
CDFW also recommends that in the event an active SWHA nest is detected, and a ½-mile no-disturbance buffer is not feasible, consultation with CDFW is warranted to discuss how to implement the Project and avoid take. If take cannot be avoided, take authorization through the acquisition of an Incidental Take Permit (ITP), pursuant to Fish and Game Code section 2081 subdivision (b) is necessary to comply with CESA.

California Tiger Salamander

The Project site is within the known geographic range of California tiger salamander (CTS) and several historical occurrences are documented within 1 mile from the Project site (CDFW 2025).The MND states that CTS have no potential to occur on the Project site due to an absence of suitable habitat being identified during surveys, and thus no mitigation measures were proposed to mitigate for potential Project-related impacts. CDFW does not concur with this determination, as CTS breed and develop in vernal and seasonal pools, stock ponds, pooled ditches, and other inundated features in agricultural, grassland, woodland, and scrub habitat types and have been determined to be physiologically capable of dispersing up to approximately 1.3-miles from seasonally flooded wetlands (Searcy and Shaffer 2011).

The MND states that “The National Hydrography Dataset (NHD) and National Wetlands Inventory (NWI) datasets show one historical water feature that intersects the Biological Study Area (BSA) west of Road 26 along the pipeline route”, also “The NHD identified the feature as a canal ditch, and NWI identified the feature as a riverine feature.” Additionally, based on aerial imagery, it appears that periodic inundation occurs within the canal ditch and required CTS habitat of upland refugia is present adjacent to the canal ditch and potentially suitable seasonally flooded wetlands or pools are located within 1.3-miles from the Project site. The MND describes Project construction activities where the canal crossing will be completed via trenchless bore and jack construction within potential CTS habitat. Also, the MND describes small mammal burrows that were

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found within the Project site that could be utilized by CTS. As suitable habitat appears to be present within and adjacent to the Project site, and CTS have been documented within the Project vicinity, CDFW recommends the following:

Recommended Mitigation Measure 3: CTS Protocol Surveys
CDFW recommends that a qualified biologist conduct protocol-level surveys in accordance with the United States Fish and Wildlife Service (USFWS) "Interim Guidance on Site Assessment and Field Surveys for Determining Presence or a Negative Finding of the California Tiger Salamander" (USFWS 2003) at the appropriate time of year to determine the existence and extent of CTS breeding and refugia habitat. The protocol-level surveys for CTS require more than one survey season and are dependent upon sufficient rainfall to complete. As a result, consultation with CDFW and USFWS is recommended well in advance of beginning the surveys and prior to any planned vegetation- or ground-disturbing activities. CDFW advises that the protocol-level survey include a 100-foot buffer around the Project site in all areas of wetland and upland habitat that could support CTS. Please be advised that protocol-level survey results are viable for two years after the results are reviewed by CDFW.

Recommended Mitigation Measure 4: CTS Avoidance Buffer
If CTS protocol-level surveys are not conducted, CDFW advises that a minimum 50-foot no-disturbance buffer be delineated around all small mammal burrows in suitable upland refugia habitat within and/or adjacent to the Project site. Further, CDFW recommends potential or known breeding habitat within and/or adjacent to the Project site be delineated with a minimum 250-foot no-disturbance buffer. Both upland burrow and wetland breeding no-disturbance buffers are intended to minimize impacts to CTS habitat and avoid take of individuals. Alternatively, the applicant can assume presence of CTS within the Project site and obtain an ITP in accordance with Fish and Game Code section 2081(b).

Recommended Mitigation Measure 5: CTS Take Authorization
If through surveys it is determined that CTS are occupying or have the potential to occupy the Project site, consultation with CDFW is warranted to determine if the Project can avoid take. If take cannot be avoided, take authorization through the acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b) is necessary to comply with CESA. As stated above, in the absence of protocol surveys, the applicant can assume presence of CTS within the Project site and obtain an ITP from CDFW.

Western Burrowing Owl

The Project site is within the known geographic range of western burrowing owl (BUOW) and there are historical occurrences documented within a ½ mile of the Project site (CDFW 2025). The MND states that BUOW have no potential to occur on the

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Project site due to no suitable habitat as the site is highly disturbed, and no mitigation measures were proposed to mitigate for potential Project-related impacts. CDFW does not concur; in addition to natural habitats, BUOW are known to utilize agricultural areas and have been documented breeding and foraging along canal banks and roadways within agricultural settings. Aerial imagery shows potential habitat at the future water tank location and in various sections along Ellis Street. Additionally, the MND describes small mammal burrows that were found within the Project site that could be utilized by BUOW. As suitable habitat appears to be present within the Project site, and BUOW have been documented within the Project vicinity, CDFW recommends that a qualified biologist conduct surveys following the 2012 Staff Report on Burrowing Owl Mitigation (CDFG 2012), and that these surveys be conducted the survey season immediately prior to construction. CDFW also recommends the following:

Recommended Mitigation Measure 6: BUOW Avoidance Buffer
Should a BUOW or known BUOW den (active or inactive) be detected, either during pre-construction surveys or construction activities, CDFW recommends that no-disturbance buffers, as outlined in the 2012 Staff Report on Burrowing Owl Mitigation (CDFG 2012), be implemented prior to and during any ground-disturbing activities. CDFW also recommends that these buffers be implemented for both wintering and breeding BUOW.

Recommended Mitigation Measure 7: BUOW Take Authorization
If a BUOW or known BUOW den (active or inactive) is detected, and the no-disturbance buffers outlined in the 2012 Staff Report on Burrowing Mitigation are not feasible, consultation with CDFW is warranted to discuss how to implement the Project and avoid take. If take cannot be avoided, take authorization through the acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b) is necessary to comply with CESA.

Crotch's Bumble Bee

The Project site is within the geographic range of Crotch's bumble bee (CBB), and a historical occurrence was documented within 1.5-miles from the Project site (CDFW 2025). CBB are known to inhabit a variety of habitats, including grasslands, scrublands, areas with bare ground including vacant lots, dirt roads, and levees (Xerces Society et al. 2018). Based on aerial imagery, potential CBB habitat appears to be present within the Project site and the MND describes small mammal burrows that were found within the Project site that could be utilized by CBB. The MND does not include an evaluation for CBB and no mitigation measures were proposed for potential Project-related impacts to the species. As there is potential CBB habitat within the Project site and CBB have been documented within the Project vicinity, CDFW recommends a qualified biologist conduct a habitat assessment to determine if the Project site and the surrounding vicinity contain habitat suitable to support CBB. Potential nesting sites, which include all small mammal burrows, perennial bunch grasses, thatched annual grasses, brush piles,

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and old bird nests would need to be documented as part of the assessment. If it is determined that suitable CBB habitat is present, CDFW recommends the following mitigation measures:

Recommended Mitigation Measure 8: CBB Focused Surveys
If potentially suitable habitat is identified, CDFW recommends that a qualified biologist conduct focused surveys for CBB, and their requisite habitat features following the methodology outlined in the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023) to detect bees and potential nesting sites.

Recommended Mitigation Measure 9: CBB Avoidance Buffer
If CBB is detected, CDFW recommends that all small mammal burrows and thatched/bunch grasses be avoided by a minimum of 50 feet to avoid take and potentially significant impacts. If ground-disturbing activities will occur during the overwintering period (October through February), consultation with CDFW is warranted to discuss how to implement Project activities and avoid take. Any detection of CBB prior to or during Project implementation warrants consultation with CDFW to discuss how to avoid take.

Recommended Mitigation Measure 10: CBB Take Authorization
If take cannot be avoided, take authorization through the acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b) is necessary to comply with CESA.

American Badger

The Project site is within the known geographic range of American badger (AMBA) and a historical occurrence was documented approximately 8 miles from the Project site (CDFW 2025). The MND states that AMBA have no potential to occur on the Project site due to no suitable habitat being identified during surveys; thus no mitigation measures were proposed to mitigate for potential Project-related impacts. CDFW does not concur with this determination as AMBA occupy sparsely vegetated land cover with dry, friable soils to excavate dens, which they use for cover, and that support fossorial rodent prey populations (i.e., ground squirrels, pocket gophers, etc.) (Zeiner et. Al 1990). Based on aerial imagery the Project site contains suitable habitat for AMBA denning and foraging. In addition, the MND describes small mammal burrows that were found within the Project site that could be utilized by AMBA. As suitable habitat appears to be present within the Project site, and AMBA have been documented within the Project vicinity, CDFW recommends the following mitigation measures:

Recommended Mitigation Measure 11: AMBA Focused Surveys
CDFW recommends that a qualified biologist conduct focused surveys for AMBA, as well as their requisite habitat features, to evaluate potential impacts resulting from ground disturbance.

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Recommended Mitigation Measure 12: AMBA Avoidance Buffer
Avoidance whenever possible is encouraged via delineation and a 50-foot no disturbance buffer around burrows. CDFW also advises that any individuals observed be allowed to leave the Project site of their own volition.

Western Spadefoot

The Project site is within the geographic range of western spadefoot (WESP) and there are several historical occurrences documented within 1 mile from the Project site (CDFW 2025). The MND states that WESP have no potential to occur on the Project site due to no suitable habitat being identified during surveys; thus no mitigation measures were proposed to mitigate for potential Project-related impacts. CDFW does not concur as WESP occurs primarily in grasslands and seasonal wetlands with appropriate upland habitat and have also been found in agricultural settings. The MND states that "The National Hydrography Dataset (NHD) and National Wetlands Inventory (NWI) datasets show one historical water feature that intersects the Biological Study Area (BSA) west of Road 26 along the pipeline route", also "The NHD identified the feature as a canal ditch, and NWI identified the feature as a riverine feature." Additionally, based on aerial imagery, it appears that periodical inundation occurs within the canal ditch and required WESP upland habitat is present adjacent to the canal ditch. The MND describes Project construction activities where the canal crossing will be completed via trenchless bore and jack construction within WESP habitat. As suitable habitat appears to be present within and adjacent to the Project site and WESP have been documented within the Project vicinity, CDFW recommends the following mitigation measures:

Recommended Mitigation Measure 13: WESP Focused Surveys
Prior to initiation of the Project, CDFW recommends that a qualified biologist conduct focused surveys for WESP and their requisite habitat.

Recommended Mitigation Measure 14: WESP Avoidance Buffer
If burrows, cracks, loose soil areas or other refugia are found to be used by WESP during focused surveys, avoidance is encouraged via delineation and observance of a 50-foot no-disturbance buffer around these resources. If WESP are observed on the Project site, Project activities in their immediate vicinity cease, allowing individuals to leave the Project site on their own accord.

Please note that the California Fish and Game Commission has received a petition to list Western spadefoot pursuant to CESA. If Western spadefoot becomes a Candidate species, it would receive the same legal protection afforded to an endangered or threatened species (Fish & G. Code, §§ 2074.2 & 2085). In the event Western spadefoot becomes a Candidate prior to project construction or completion of construction, consultation with CDFW is warranted to discuss how to implement the Project and avoid take. If take cannot be avoided, take authorization through the

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acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b), would be necessary to comply with CESA.

Vernal Pool Fairy Shrimp

The Project site is within the geographic range of vernal pool fairy shrimp (VPFS) and there are several historical occurrences documented within 1.5-miles from the Project site (CDFW 2025). The MND states that VPFS have no potential to occur on the Project site due to no suitable habitat, including vernal pools, were identified during the survey that could support the species, and no mitigation measures were proposed to mitigate for potential Project-related impacts. CDFW does not concur as VPFS are known to breed and develop in aquatic habitats and inundated road-ruts in both grassland and agricultural habitats. Also, the MND states that "The National Hydrography Dataset (NHD) and National Wetlands Inventory (NWI) datasets show one historical water feature that intersects the Biological Study Area (BSA) west of Road 26 along the pipeline route", and "The NHD identified the feature as a canal ditch…" Aerial imagery shows the canal ditch to be intermittently inundated with water providing potential habitat for VPFS. The MND describes Project construction activities where the canal crossing will be completed via trenchless bore and jack construction within potential VPFS habitat. Additionally, potentially suitable seasonally inundated depressions, wetlands, or pools are located within 1.5-miles from the Project site providing potential habitat for VPFS. As potential suitable habitat appears to be present within and adjacent to the Project site and VPFS have been documented within the Project vicinity, CDFW recommends the following:

Recommended Mitigation Measure 15: VPFS Surveys and Consultation with CDFW
CDFW recommends that a qualified biologist conduct protocol level surveys in accordance with the USFWS "Survey Guidelines for the Listed Large Branchiopods" (USFWS 2017) the survey season prior to construction. These surveys would need to be conducted at the appropriate time of year to determine the existence and extent of branchiopods. Surveys are dependent upon sufficient rainfall to complete, therefore if a single wet season is determined to be unreliable, then the next wet season with sufficient rainfall may be needed to complete survey requirements. If through surveys it is determined that branchiopods are occupying or have the potential to occupy the Project site, coordination with CDFW is recommended well in advance of any planned vegetation- or ground-disturbing activities to determine appropriate avoidance and minimization measures including adequate implementation of no-disturbance buffers.

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Special-Status Plants

CDFW recommends that the Project site be surveyed for special-status plants by a qualified botanist following the Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (CDFW 2018). This protocol, which is intended to maximize detectability, includes identification of reference populations to facilitate the likelihood of field investigations occurring during the appropriate floristic period. Please note that adverse conditions from yearly weather patterns may prevent botanical field surveyors from determining the presence of, or accurately identifying, some special status plants in the surveyed area. Disease, drought, predation, fire, herbivory, or other disturbance may also preclude presence or identification of special status plants in any given year. Visiting the survey site in more than one year increases the likelihood of detection. If special-status plants are identified during surveys, consultation with CDFW is recommended for guidance on mitigation measures such as avoidance, minimization, and mitigation. If State endangered, threatened, or rare plants are identified during special status plant surveys and take cannot be avoided, then to ensure compliance with CESA and the Native Plant Protection Act (NPPA), consultation with CDFW for acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b) and/or California Code of Regulations, Title 14, section 786.9, subdivision (b), is necessary to comply with CESA and the NPPA.

Editorial Comments and/or Suggestions

Nesting Birds: To protect nesting birds, CDFW recommends that Project ground-disturbing and vegetation-disturbing activities occur during the bird non-nesting season; however, if ground-disturbing or vegetation-disturbing activities must occur during the nesting season (February 1 through September 15), the Project applicant is responsible for ensuring that implementation of the Project does not result in violation of the Migratory Bird Treaty Act or relevant Fish and Game Code sections as referenced above.

If the nesting season cannot be avoided, CDFW recommends that a qualified biologist conduct a pre-construction survey for active nests no more than 10 days prior to the start of ground or vegetation disturbance to maximize the probability that nests that could potentially be impacted are detected. CDFW also recommends that surveys cover a sufficient area around the Project site to identify nests and determine their status. A sufficient area means any area potentially affected, either directly or indirectly, by the Project. In addition to direct impacts (i.e., nest destruction), noise, vibration, and movement of workers or equipment could also affect nests. CDFW recommends that a qualified biologist establish a behavioral baseline of all identified nests. Once Project activities begin, CDFW recommends having a qualified biologist continuously monitor nests to detect behavioral changes resulting from the Project. If behavioral changes

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occur, CDFW recommends halting the work causing that change and consulting with CDFW for additional avoidance and minimization measures.

If continuous monitoring of identified nests by a qualified biologist is not feasible, CDFW recommends a minimum no-disturbance buffer of 250 feet around active nests of non-listed bird species and a 500-foot no-disturbance buffer around active nests of non-listed raptors. These buffers are advised to remain in place until the breeding season has ended or until a qualified biologist has determined the birds have fledged and are no longer reliant upon the nest or on-site parental care for survival. Variance from these no-disturbance buffers is possible when there is a compelling biological or ecological reason to do so, such as when the Project site would be concealed from a nest site by topography. CDFW recommends that a qualified biologist advise and support any variance from these buffers and notify CDFW in advance of implementing a variance.

Lake and Streambed Alteration: The MND states the possibility the Project could disturb the bed or bank of the canal west of Road 26 and permits might be required. CDFW concurs as Project activities that will substantially change or use any material from the bed, bank, and channel of any river, stream, or lake are subject to CDFW's regulatory authority pursuant Fish and Game Code section 1600 et seq. Fish and Game Code section 1602 requires an entity to notify CDFW prior to commencing any activity that may (a) substantially divert or obstruct the natural flow of any river, stream, or lake; (b) substantially change or use any material from the bed, bank, or channel of any river, stream, or lake (including the removal of riparian vegetation); (c) deposit or dispose of debris, waste or other materials that could pass into any river, stream, or lake. "Any river, stream, or lake" includes those that are ephemeral or intermittent as well as those that are perennial and may include those that are highly modified such as canals and retention basins.

CDFW is required to comply with CEQA prior to issuance of a Lake or Streambed Alteration Agreement; therefore, if the CEQA document approved for the Project does not adequately describe the Project and its impacts to lakes or streams, a subsequent CEQA analysis may be necessary for Lake or Streambed Alteration Agreement issuance. For information on notification requirements, please refer to CDFW's website (https://wildlife.ca.gov/Conservation/LSA) or contact CDFW staff in the Central Region Lake and Streambed Alteration Program at (559) 243-4593.

CNDDB Positive Submission of Data: Please note that the California Natural Diversity Database (CNDDB) is populated by and records voluntary submissions of species detections. As a result, species may be present in locations not depicted in the CNDDB but where there is suitable habitat and features capable of supporting species. A lack of an occurrence record in the CNDDB does not mean a species is not present. In order to adequately assess any potential Project-related impacts to biological resources, surveys conducted by a qualified wildlife biologist/botanist during the appropriate survey period(s) and using the appropriate protocol survey methodology are warranted to

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determine whether or not any special-status species are present at or near the Project site.

ENVIRONMENTAL DATA

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e)). Accordingly, please report any special-status species and natural communities detected during Project surveys to CNDDB. The CNDDB field survey form can be filled out and submitted online at the following link: https://wildlife.ca.gov/Data/CNDDB/Submitting-Data. The completed form can be mailed electronically to the CNDDB at the following email address: CNDDB@wildlife.ca.gov. The types of information reported to CNDDB can be found at the following link: https://www.wildlife.ca.gov/Data/CNDDB/Plants-and-Animals.

FILING FEES

The Project, as proposed, could have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required in order for the underlying project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089).

CONCLUSION

CDFW appreciates the opportunity to comment on the MND to assist the City in identifying and mitigating Project impacts on biological resources. A Mitigation and Monitoring Program (MMRP) (Attachment 1) is included to assist the City with incorporating the recommended mitigation measures provided above. Questions regarding this letter or further coordination should be directed to John Riedel, Environmental Scientist, at (559) 807-1453 or John.Riedel@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Julie Vance
FA83F09FE08945A...
Julie A. Vance
Regional Manager

Attachment (MMRP)

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ec: State Clearinghouse
Land Use and Climate Innovation
state.clearinghouse@lci.ca.gov

John Riedel
California Department of Fish and Wildlife

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References

California Department of Fish and Game. 2012. Staff report on burrowing owl mitigation. Sacramento, California, USA.

California Department of Fish and Wildlife. 2018. Protocols for surveying and evaluating impacts to special status native plant populations and sensitive natural communities. California Department of Fish and Wildlife. Sacramento, California.

California Department of Fish and Wildlife. 2023. Survey considerations for California Endangered Species Act candidate bumble bee species. California Department of Fish and Wildlife, Sacramento, California, USA.

California Department of Fish and Wildlife. 2025. Biogeographic information and observation system (BIOS). https://www.wildlife.ca.gov/Data/BIOS. Accessed 25 September 2025.

Searcy, C. and B. Shaffer. 2011. Determining the migration distance of a vagile vernal pool specialist: How much land is required for conservation of California tiger salamanders? California State University, Chico, California, USA.

U. S. Fish and Wildlife Service. 2003. Interim guidance on site assessment and field surveys for determining presence or a negative finding of the California tiger salamander. Sacramento, California, USA.

U. S. Fish & Wildlife Service. 2017. Survey guidelines for the listed large branchiopods. Pacific Southwest Region, Sacramento, California, USA. Revised November 2017.

Xerces Society for Invertebrate Conservation, Defenders of Wildlife, and Center for Food Safety. 2018. A petition to the state of California fish and game commission to list the Crotch's bumble bee (*Bombus crotchii*), Franklin's bumble bee (*Bombus Fusf*), Suckley cuckoo bumble bee (*Bombus suckleyi*), and western bumble bee (*Bombus occidentalis occidentalis*) as Endangered under the California Endangered Species Act. October 2018.

Zeiner, D., W. Laudenslayer, Jr., K. Mayer, and M. White. 1990. California's Wildlife. Volumes I-III *in* California Department of Fish and Game, editor. California Department of Fish and Wildlife, Sacramento, California, USA.

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Attachment 1

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
RECOMMENDED MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

PROJECT: Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project

SCH No.: 2025090413

RECOMMENDED MITIGATION MEASURE	STATUS/DATE/INITIALS
Before Disturbing Soil or Vegetation	
Swainson's Hawk (SWHA)	
Recommended Mitigation Measure 2: SWHA take authorization	
California Tiger Salamander (CTS)	
Recommended Mitigation Measure 3: CTS protocol surveys	
Recommended Mitigation Measure 5: CTS take authorization	
Western Burrowing Owl (BUOW)	
Recommended Mitigation Measure 7: BUOW take authorization	
Crotch's Bumble Bee (CBB)	
Recommended Mitigation Measure 8: CBB focused surveys	
Recommended Mitigation Measure 10: CBB take authorization	
American Badger (AMBA)	
Recommended Mitigation Measure 11: AMBA focused surveys	
Western Spadefoot (WESP)	
Recommended Mitigation Measure 13: WESP focused surveys	
Vernal Pool Fairy Shrimp (VPFS)	
Recommended Mitigation Measure 15: VPFS surveys and consultation	
During Construction	

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Swainson's Hawk (SWHA)	
Recommended Mitigation Measure 1: SWHA avoidance buffer	
California Tiger Salamander (CTS)	
Recommended Mitigation Measure 4: CTS avoidance buffer	
Western Burrowing Owl (BUOW)	
Recommended Mitigation Measure 6: BUOW avoidance buffer	
Crotch's Bumble Bee (CBB)	
Recommended Mitigation Measure 9: CBB avoidance buffer	
American Badger (AMBA)	
Recommended Mitigation Measure 12: AMBA avoidance buffer	
Western Spadefoot (WESP)	
Recommended Mitigation Measure 14: WESP avoidance buffer	

EXHIBIT C

Memorandum
Response to Comments for the proposed Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project (SCH# 2025090413) dated November 24, 2025.

Exhibit C: MEMO

Date: November 24, 2025 **Project No.: 180483**

To: Will Tackett**,** City of Madera

From: Jaymie L. Brauer, Principal Planner/Project Manager

Subject: Response to Comments for the proposed Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project (SCH# 20250413)

As Lead Agency pursuant to the California Environmental Quality Act (CEQA) Guidelines (Public Resources Code (PRC) Section 15000 *et seq*.), the City of Madera (City) prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the above referenced Project, pursuant to CEQA Guidelines Section 15070 *et seq*. The document was circulated for a 30-day public comment period, which began on September 5, 2025, and ended on October 6, 2025.

CEQA guidelines do not require nor provide guidance on responding to comments on an IS/MND. However, this memo provides information relating to the comments received from the District, and the recommendations contained therein. These project clarifications fall within the scope of the original project analysis included in the IS/MND and do not result in an increase in impacts or any new impacts. No significant new environmental impacts would result from the recommended clarifications below. Therefore, it is our opinion that no substantial issues have been made that would require recirculation of the draft IS/MND pursuant to State CEQA Guidelines Section 15073.5 (*Recirculation of a Negative Declaration Prior to Certification*).

After the close of the public comment period, one comment letter was received. A letter from the California Department of Fish and Wildlife (CDFW) was received by the City on October 8, 2025. Although not required to do so under California Environmental Quality Act (CEQA) Guidelines, the City chose to respond to these late comment letters as though they had been submitted during the regular public comment period. Accordingly, although the City is not required to provide a written response to late comment letter(s), the City has elected to respond, but without waiving its position that written responses to late comment letters are not required by law.

The City received the following letter from the CDFW. Their comments are summarized below, however, the bracketed comment letter is included as Attachment A of this memo. Comments are noted a C1 through C15 in the bracketed letter.

The following comments and responses are as follows:

1. California Department of Fish and Wildlife (CDFW)

Comment 1:

The commenter offers thanks for the opportunity to provide comments and recommendations regarding the proposed project and sets forth CDFW's scope of regulatory authority with respect to its role as a Responsible and Trustee Agency. The commenter also notes CDFW's jurisdiction over actions with the potential to result in the disturbance or destruction of active nest sites or unauthorized take of birds, as well as species of plants and wildlife that meet criteria under CEQA Guidelines section 15380.

Response 1:
Thank you for your comment. CDFW is a recognized reviewing agency, and their comments are appreciated and are noted for the record. As this comment does not specifically raise concerns regarding the air quality study or CEQA document, no further response or recommendation is necessary.

Comment 2:
The commenter accurately summarizes the project description and location of the project.

Response 2:
Thank you for your comment, it is noted for the record. As this comment does not specifically raise concerns regarding the biological resources or CEQA document, no further response or recommendation is necessary.

Comment 3:
The commenter notes that the project is within the geographic range of several special-status animal species and proposes specific mitigation measures to reduce impacts to less than significant. CDFW has concerns about the ability of some of these measures to reduce impacts to less than significant and avoid unauthorized take for special-status animal species. These include the State and federally threatened California tiger salamander - Central California Distinct Population Segment (DPS) (Ambystoma californiense pop. 1); the State candidate western burrowing owl (Athene cunicularia hypugaea) and Crotch's bumble bee (Bombus crotchii); the State species of special concern American badger (Taxidea taxus); the State species of special concern and federally proposed threatened western spadefoot (Spea hammondii); and the State special animal and federally threatened vernal pool fairy shrimp (Branchinecta lynchi).

Response 3:
Thank you for your comment, it is noted for the record. The comment does not raise any specific project-related environmental issues under CEQA and therefore no response is required.

Comment 4:
The commenter discusses the potential project related impacts to Swainson's hawk (SWHA) and offers mitigation measures to reduce impacts to less than significant levels. They also note that if take of SWHA cannot be avoided, the project should obtain an Incidental Take Permit (ITP).

Response 4:
Thank you for your comment and it is noted for the record.

Section 3.4.4, Biological Resources of the Initial Study (IS), and the Biological Assessment (BA) that was prepared for the project (Appendix C of the IS/MND), provided a detailed discussion of the environmental setting, including disclosing the wildlife species observed or that have the potential to occur within the project site, including, among others, Swainson's hawk, migratory birds, western burrowing owl, American badger, and other special status plant and wildlife species.

Specifically, the IS noted that Swainson's hawk is known to occur near the project site and one was observed flying overhead during the survey. While almond orchards are not considered Swainson's hawk foraging habitat, the analysis recognized that this species is known to forage in alfalfa fields and open low crops and grasslands and these habitat types are present adjacent to the project site.

The IS states the project area and vicinity have a lack of sufficient prey base and provide low-quality foraging habitat for Swainson's hawk and other raptor species. To account for potential impacts, implementation of Mitigation Measures (MM) BIO-1 through BIO-5 as recommended in the BA would protect, avoid, and minimize impacts to potential nesting migratory birds and raptors, including the Swainson's hawk. MM BIO-1 will require a preconstruction survey to be conducted prior to ground disturbance, and MM BIO-2 requires that pre-disturbance surveys be conducted if construction occurs during nesting season, and additional measures should nests be identified. MM BIO-3 establishes procedures for active raptor nests, MM BIO-4 provides for Swainson's hawk-specific protocol surveys and CDFW pre-approved mitigation measures, and MM BIO-5 requires training for all construction personnel for biological resources.

The impact analysis evaluated potential project-related impacts on Swainson's hawk and identified feasible avoidance and minimization measures to reduce potential project-related impacts to less than significant levels. The project will implement full avoidance if nesting SWHA are observed during preconstruction surveys, and an ITP will not be required.

The commenter does not provide evidence to contradict the conclusions of the IS, and as such, the document has adequately addressed this issue under CEQA. Based on the information presented above, the Lead Agency is of the opinion that potential project impacts related to biological resources have been fully disclosed, adequately analyzed and appropriately mitigated to the extent feasible under CEQA. No further analysis or revisions are required.

Comment 5:
The commenter notes Project site is within the known geographic range of California tiger salamander (CTS) and several historical occurrences are documented within 1 mile from the Project site (CDFW 2025).The MND states that CTS have no potential to occur on the Project site

due to an absence of suitable habitat being identified during surveys, and thus no mitigation measures were proposed to mitigate for potential Project-related impacts.. CDFW does not concur with this determination, as CTS breed and develop in vernal and seasonal pools, stock ponds, pooled ditches, and other inundated features in agricultural, grassland, woodland, and scrub habitat types and have been determined to be physiologically capable of dispersing up to approximately 1.3-miles from seasonally flooded wetlands

Response 5:
Thank you for your comment, it is noted for the record.

As noted in the IS Table 3.4.4-1 (page 3-25), a reconnaissance level survey was conducted by qualified biologists of the project and a 500-foot buffer area, where feasible. There are no known or observed vernal pools, ponds, lakes, rivers, streams or creeks observed. There are no ephemeral pools or artificial ponds nor upland habitat or refugia: valley and foothill grassland, oak woodlands to support this species. The Lateral 24.2 canal was dry at the time of the survey. It is also routinely maintained and devoid of suitable habitat to support CTS or other aquatic species. It is also noted that the bed and bank of the canal will not be impacted in any way by the project- as the project intends to jack and bore underneath the canal.

As noted in the IS and BA, it is highly unlikely that CTS would be found within the small area located at the Lateral 24.2 canal. MM BIO-1 will require a preconstruction survey to be conducted, which would be sufficient to confirm absence of this species from the project site prior to construction activities. MM BIO-5 requires training for all construction personnel for biological resources

The commenter does not provide evidence to contradict the conclusions of the IS, and as such, the document has adequately addressed this issue under CEQA. Based on the information presented above, the Lead Agency is of the opinion that potential project impacts related to biological resources have been fully disclosed, adequately analyzed and appropriately mitigated to the extent feasible under CEQA. No further analysis or revisions are required.

Comment 6:
The commenter states The Project site is within the known geographic range of western burrowing owl (BUOW) and there are historical occurrences documented within a ½ mile of the Project site (CDFW 2025). The MND states that BUOW have no potential to occur on the Project site due to no suitable habitat as the site is highly disturbed, and no mitigation measures were proposed to mitigate for potential Project-related impacts

Response 6:
Thank you for your comment, it is noted for the record. As noted, a reconnaissance level survey was conducted by qualified biologist of the project and a 500-foot buffer area, where feasible. In Table 3.4.4-1 (page 3-26) of the IS, there are no grasslands, shrublands, fallow fields, dry grain fields observed on or near the project site, which are the preferred habitat for this species. It is also noted that there is a lack of prey base, and no small mammal burrows to provide suitable nesting

sites for BUOW. The majority of the project will be conducted on existing roadways with little to no suitable habitat or prey base to support this species.

Although BUOW are not specifically called out in the mitigation, MM BIO-1 will require a preconstruction survey to be conducted to confirm the presence or absence of special status species, especially avian species. MM BIO-2 requires that pre-disturbance surveys be conducted if construction occurs during nesting season, out outlines additional measures to implement should nests be identified. MM BIO-5 requires training for all construction personnel for biological resources. A qualified biologist will conduct these surveys, and in the unlikely event BUOW are observed, the appropriate measures would be completed as required under the California Endangered Species Act (CESA).

The commenter does not provide evidence to contradict the conclusions of the IS, and as such, the document has adequately addressed this issue under CEQA. Based on the information presented above, the Lead Agency is of the opinion that potential project impacts related to biological resources have been fully disclosed, adequately analyzed and appropriately mitigated to the extent feasible under CEQA. No further analysis or revisions are required.

Comment 7:
The commenter states that within the geographic range of Crotch's bumble bee (CBB), and a historical occurrence was documented within 1.5-miles from the Project site (CDFW 2025). CBB are known to inhabit a variety of habitats, including grasslands, scrublands, areas with bare ground including vacant lots, dirt roads, and levees.

Response 7:
Thank you for your comment, it is noted for the record. The California Natural Diversity Database (CNDDB) was conducted. The search focus was on the *Madera* California USGS 7.5-minute quadrangle in which the project is located, plus the surrounding eight quadrangles: *Berenda, Kismet, Daulton, Gregg, Herndon, Biola, Gravelly Ford,* and *Bonita Ranch.* CBB was not included on the CNDDB list, and therefore, it was not specifically evaluated.

However, as noted in the IS and BA, there are no potential CBB nesting sites, which include small mammal burrows, perennial bunch grasses, thatched annual grasses, brush piles or old bird nests observed during the reconnaissance survey of the project. The majority of the project is considered urban habitat with little to no suitable nesting or foraging habitat for this species. None of the preferred host plant species were observed in the area as well, making this area unsuitable to support CBB habitation.

However, as noted previously, mitigation MM BIO-1 requires a preconstruction clearance survey of the project and MM BIO-5 requires training for all construction personnel for biological resources. In the unlikely event CBB or other special status species or their sign are observed, the appropriate protective measures would be implemented. A qualified biologist will conduct these surveys, and in the unlikely event CBB are observed, the appropriate measures would be completed as required under the California Endangered Species Act (CESA).

The commenter does not provide evidence to contradict the conclusions of the IS, and as such, the document has adequately addressed this issue under CEQA. Based on the information presented above, the Lead Agency is of the opinion that potential project impacts related to biological resources have been fully disclosed, adequately analyzed and appropriately mitigated to the extent feasible under CEQA. No further analysis or revisions are required.

Comment 8:
The commenter states that within the geographic range of American badger (AMBA) and a historical occurrence was documented approximately 8 miles from the Project site. Based on aerial imagery, the commenter believes suitable habitat appears to be present within the Project site, and AMBA have been documented within the Project vicinity and mitigation is required.

Response 8:
Thank you for your comment, it is noted for the record. As noted in the IS and BA, a reconnaissance level biological survey of the site itself was conducted by qualified biologist as the basis for the BA. As was noted in Appendix B of the BA (Appendix C of the IS/MND), no suitable habitat, open, drier stages of shrub, forest, and herbaceous habitats, with friable soils, were identified during the survey that could support the species. Aerial imagery is often outdated and does not qualify as a definitive assessment of a project site.

It was also noted that AMBA can be somewhat tolerant of human activity, but they typically avoid humans. The project is a predominantly urban, completely developed area with heavy vehicular traffic and human presence. It is highly unlikely that this species would inhabit the project area.

However, as noted previously, mitigation MM BIO-1 requires a preconstruction clearance survey of the project and MM BIO-5 requires training for all construction personnel for biological resources. In the unlikely event AMBA or other special status species or their sign are observed, the appropriate protective measures would be implemented.

The commenter does not provide evidence to contradict the conclusions of the IS, and as such, the document has adequately addressed this issue under CEQA. Based on the information presented above, the Lead Agency is of the opinion that potential project impacts related to biological resources have been fully disclosed, adequately analyzed and appropriately mitigated to the extent feasible under CEQA. No further analysis or revisions are required

Comment 9:
The commenter states that within the geographic range of western spadefoot (WESP) and there are several historical occurrences documented within 1 mile from the Project site

Response 9:
Thank you for your comment, it is noted for the record.

As noted in Response 5, there are no known vernal pools, ponds, lakes, rivers, streams or creeks on or near the project. This species also prefers vernal pools for breeding where predators cannot become established. It occurs in open areas with sand or gravelly soils in a variety of habitats: grasslands, coastal scrub, woodlands, chaparral, sandy washes, lowland river floodplains, alkali flats, foothills, and mountains. There were no vernal pools or other suitable habitat to support WESP on or within the 500 foot buffer of the project. The Lateral 24.2 canal was dry at the time of the survey. It is also routinely maintained and devoid of suitable habitat to support WESP or other aquatic species. It is also noted that the bed and bank of the canal will not be impacted in any way by the project- as the project intends to jack and bore underneath the canal.

As noted in the IS and BA, it is highly unlikely that WESP would be found within the small area located at the Lateral 24.2 canal. MM BIO-1 will require a preconstruction survey to be conducted, which would be sufficient to confirm absence of this species from the project site prior to construction activities. MM BIO-5 requires training for all construction personnel for biological resources.

The commenter does not provide evidence to contradict the conclusions of the IS, and as such, the document has adequately addressed this issue under CEQA. Based on the information presented above, the Lead Agency is of the opinion that potential project impacts related to biological resources have been fully disclosed, adequately analyzed and appropriately mitigated to the extent feasible under CEQA. No further analysis or revisions are required.

Comment 10:
The commenter states that the Project within the geographic range of vernal pool fairy shrimp (VPFS) and there are several historical occurrences documented within 1.5-miles from the Project site. As suitable habitat appears to be present within and adjacent to the Project site and VPFS have been documented within the Project vicinity, the commenter recommends mitigation measures be imposed.

Response 10:
Thank you for your comment, it is noted for the record.

See Responses 5 and 9. This species also occurs in a variety of vernal pool habitats that range from small, clear sandstone rock pools to large, turbid, alkaline, grassland valley floor pools. there are no known vernal pools, ponds, lakes, rivers, streams or creeks on or near the project. Based on the reconnaissance survey there are no known vernal pools, ponds, lakes, rivers, streams or creeks observed on or near the project. Because of the lack of suitable breeding and foraging habitat, it was determined it is highly unlikely that VPFS would inhabit or use the project site.

As noted in the IS and BA, it is highly unlikely that VPFS would be found within the small area located at the Lateral 24.2 canal. MM BIO-1 will require a preconstruction survey to be conducted, which would be sufficient to confirm absence of this species from the project site prior to construction activities. MM BIO-5 requires training for all construction personnel for biological

resources. In the unlikely event CBB are observed, the appropriate measures would be completed as required under the California Endangered Species Act (CESA).

The commenter does not provide evidence to contradict the conclusions of the IS, and as such, the document has adequately addressed this issue under CEQA. Based on the information presented above, the Lead Agency is of the opinion that potential project impacts related to biological resources have been fully disclosed, adequately analyzed and appropriately mitigated to the extent feasible under CEQA. No further analysis or revisions are required.

Comment 11:
The commenter recommends that the Project site be surveyed for special-status plants by a qualified botanist following the Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities.

Response 11:
Thank you for your comment, it is noted for the record.

As is noted in the BA federal and State listed and special-status plant species lists were generated using the USFWS' IPaC system, CDFW's CNDDB, and California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California was compiled. These lists are found in Appendix A of the BA (Appendix B of the IS). Also, as noted in the BA (see page 1-1), special status plant species Succulent owl's clover (*Castilleja campestris succulenta*), San Joaquin Valley Orcutt grass (*Orcuttia inaequalis*), hairy Orcutt grass (*Orcuttia pilosa*) and Greene's tuctoria (*Tuctoria greenei*) were considered. Vegetation communities found within project and a 500 foot buffer, where feasible, were characterized during the survey. Vegetation communities were characterized based on the CWHR Habitat Classification Scheme. Based on the reconnaissance level survey and review of the available databases, the four special status plant species are determined not to occur on the project. Although the survey was conducted outside the optimal blooming period for these four species, there was no suitable habitat present. The four species require vernal pools, and as noted previously in Responses 5 and 9, it is highly unlikely these species would be present due to lack of suitable habitat conditions. It is highly unlikely that the four special status plant species would be found within the small area located at the Lateral 24.2 canal, as the canal is routinely maintained and devoid of vegetation.

As noted in the IS, MM BIO-1 will require a preconstruction survey to be conducted, which would be sufficient to confirm absence of these plant species from the project site prior to construction activities. MM BIO-5 requires training for all construction personnel for biological resources. In the unlikely event any of these plants are observed, the appropriate measures would be completed as required under the California Endangered Species Act (CESA).

The commenter does not provide evidence to contradict the conclusions of the IS, and as such, the document has adequately addressed this issue under CEQA. Based on the information presented above, the Lead Agency is of the opinion that potential project impacts related to biological

resources have been fully disclosed, adequately analyzed and appropriately mitigated to the extent feasible under CEQA. No further analysis or revisions are required.

Comment 12:
To protect nesting birds, the commenter recommends that Project ground-disturbing and vegetation-disturbing activities occur during the bird non-nesting season; however, if ground-disturbing or vegetation-disturbing activities must occur during the nesting season (February 1 through September 15), the Project applicant is responsible for ensuring that implementation of the Project does not result in violation of the Migratory Bird Treaty Act or relevant Fish and Game Code sections.

Response 12:
Thank you for your comment, it is noted for the record.

As noted in the BA and IS, federal and State listed wildlife species, including tricolored blackbird (*Agelaius tricolor*), western burrowing owl and Swainson's hawk, as well as migratory avian species were considered and evaluated. The Swainson's hawk and other migratory nesting birds are identified as potentially occurring outside the project itself, but within the 500-foot buffer area. Mitigation measures that will be incorporated into the project design and specific conservation measures incorporated for the protection of federal and State listed, and other sensitive species (special-status) expected to occur adjacent to the project. Implementation of these measures will further protect these species from potential indirect effects during the construction phase of the Project

To account for potential impacts, implementation of MM BIO-1 through BIO-5 was recommended to protect, avoid, and minimize impacts to potential nesting migratory birds and raptors, including the Swainson's hawk. MM BIO-1 will require a preconstruction survey to be conducted, and MM BIO-2 requires that pre-disturbance surveys be conducted if construction occurs during nesting season, and additional measures should nests be identified. MM BIO-3 establishes procedures for active raptor nests, MM BIO-4 provides for Swainson's hawk-specific protocol surveys and avoidance measures, and MM BIO-5 requires training for all construction personnel for biological resources.

The commenter does not provide evidence to contradict the conclusions of the IS, and as such, the document has adequately addressed this issue under CEQA. Based on the information presented above, the Lead Agency is of the opinion that potential project impacts related to biological resources have been fully disclosed, adequately analyzed and appropriately mitigated to the extent feasible under CEQA. No further analysis or revisions are required.

Comment 13:
The commenter noted Project could disturb the bed or bank of the canal west of Road 26 and permits might be required. The commenter concurs as Project activities that will substantially change or use any material from the bed, bank, and channel of any river, stream, or lake are

subject to CDFW's regulatory authority pursuant Fish and Game Code section 1600 et seq. Fish and Game Code section 1602.

Response 13:
Thank you for your comment, it is noted for the record.

As noted in the Project Description (page 3) of the IS, WATER DISTRIBUTION: Approximately 13,200 linear feet (LF) of 24-inch transmission main will connect the tank site to the City-owned Well 38. The transmission main will cross below a joint-use irrigation and drainage canal approximately 300 feet west of Ellis Street. The canal crossing will be approximately 200 linear feet and will be completed via trenchless jack and bore construction. By using this method to underground the pipeline at the Lateral 24.2 canal, no impacts are anticipated to either the canal bed or bank.

As noted in the IS (page 3-33) the Lateral 24.2 canal is operated by the Madera Irrigation District and under the jurisdiction of the United States Bureau of Reclamation (USBR). Should the Project impact the canal ditch, implementation of MM BIO-6 would require that specific impacts be identified by a water delineation and the appropriate regulatory permit be obtained, or through confirmation that regulatory permits are not required. The Project proposes the pipeline to cross underneath the canal via the trenchless jack and bore method. Through the use of the jack and bore, the Project anticipates no impacts to the canal bed or bank. However, an encroachment permit would be required from USBR in order to install the pipeline, as outlined in MM BIO-7. With implementation of MM BIO-7, impacts to water features such as Lateral 24.2 would be less than significant

The commenter does not provide evidence to contradict the conclusions of the IS, and as such, the document has adequately addressed this issue under CEQA. Based on the information presented above, the Lead Agency is of the opinion that potential project impacts related to biological resources have been fully disclosed, adequately analyzed and appropriately mitigated to the extent feasible under CEQA. No further analysis or revisions are required.

Comment 14:
The commenter states that CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. please report any special-status species and natural communities detected during Project surveys to CNDDB.

Response 14:
Thank you for your comment, it is noted for the record.

As this comment does not specifically raise concerns regarding the biological resources or CEQA document, no further response or recommendation is necessary.

Comment 15:
The commenter states The Project, as proposed, could have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW.

Response 15:
Thank you for your comment, it is noted for the record.

Once the project is approved and the CEQA document is adopted by the City, the appropriate Fish and Game fees will be paid. As this comment does not specifically raise concerns regarding the biological resources or CEQA document, no further response or recommendation is necessary

Attachment A-
Comment Letter Received

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State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Central Region
1234 East Shaw Avenue
Fresno, California 93710
(559) 243-4005
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

October 8, 2025

Will Tackett, Director of Community Development
City of Madera
428 East Yosemite Avenue
Madera, California 93638
(559) 661-3688
wtackett@madera.gov

Subject: Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project (Project)
Initial Study/Mitigated Negative Declaration (MND)
State Clearinghouse No.: 2025090413

Dear Will Tackett:

The California Department of Fish and Wildlife (CDFW) received an MND from the City of Madera (City) for the above referenced Project pursuant the California Environmental Quality Act (CEQA) and CEQA Guidelines.[1]

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, CDFW appreciates the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

CDFW ROLE

CDFW is California's **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a)). CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species (*Id.*, § 1802). Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources. C1

CDFW is also submitting comments as a **Responsible Agency** under CEQA (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381). CDFW expects that it may

[1] CEQA is codified in the California Public Resources Code in section 21000 et seq. The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

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need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority (Fish & G. Code, § 1600 et seq). Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the Project proponent may seek related take authorization as provided by the Fish and Game Code. C1 cont

Nesting Birds: CDFW has jurisdiction over actions with the potential to result in the disturbance or destruction of active nest sites or unauthorized take of birds. Fish and Game Code sections that protect birds, their eggs, or nests include sections 3503 (regarding unlawful take, possession, or needless destruction of the nest or eggs of any bird), 3503.5 (regarding the take, possession, or destruction of any birds-of-prey or their nests or eggs), and 3513 (regarding unlawful take of any migratory nongame bird).

Unlisted Species: Species of plants and animals need not be officially listed as Endangered, Rare, or Threatened (E, R, or T) on any State or federal list to be considered E, R, or T under CEQA. If a species can be shown to meet the criteria for E, R, or T, as specified in the CEQA Guidelines section 15380, CDFW recommends it be fully considered in the environmental analysis for the Project.

PROJECT DESCRIPTION SUMMARY

Proponent: City of Madera

Objective: The Project proposes water supply construction and associated distribution infrastructure and facilities to meet the City's water demand and fire protection. The initial phase includes the construction of one 2.5-milion-gallon (mg) water storage tank, a booster pump station, and installation of related facilities and improvements on an approximately 2.89 acre property located on the west side of North Lake Street between Martin and Ellis Streets in an unincorporated area of Madera County. The Project will also include the installation of a 13,200 linear-foot 24-inch pipeline that will connect to the proposed water storage tank to an existing City-owned water well site. The pipeline route will follow the existing right-of-way (ROW) south along Lake Street, west along Ellis Street, and northwest along Sharon Boulevard. Additional phases will also include the installation of an additional 2.5-mg water storage tank and possible replacement of existing facilities, pumps, and equipment on the property located on the west side of North Lake Street. C2

Location: The Project site is located in the City of Madera Sphere of Influence in Madera County, generally bounded by Lake Street to the east, Ellis Street to the south, and Martin Street to the north. The proposed water tanks and other infrastructure will be located on a parcel on North Lake Street, Assessor's Parcel Number (APN) 038-030-031. The pipeline route will follow the ROW south along Lake Street, west along Ellis

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Street, and northwest along Sharon Boulevard. This pipeline will connect to an existing water well site located on a parcel on Sharon Boulevard, APN 013-280-001. C2 cont

COMMENTS AND RECOMMENDATIONS

CDFW offers the comments and recommendations below to assist the City in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct, indirect, and cumulative impacts on fish and wildlife (biological) resources. Editorial comments or other suggestions may also be included to improve the MND prepared for this Project.

The MND notes the Project vicinity is a combination of residential, commercial development, undeveloped lots, and agriculture lands. The Project site consists of previously tilled parcels, undeveloped parcels surrounded by residential development and undeveloped pastures, and non-native grassland with residences within an urban setting with ornamental trees, plants, grass lawns, and ruderal habitats. The Project site also intersects a canal, operated by the Madera Irrigation District, just west of Road 26 and Ellis Street. C3

Currently, the MND acknowledges that the Project site is within the geographic range of several special-status animal species and proposes specific mitigation measures to reduce impacts to less than significant. CDFW has concerns about the ability of some of these measures to reduce impacts to less than significant and avoid unauthorized take for special-status animal species, including but not limited: the State threatened Swainson's hawk (*Buteo swainsoni*); the State and federally threatened California tiger salamander - Central California Distinct Population Segment (DPS) (*Ambystoma californiense* pop. 1); the State candidate western burrowing owl (*Athene cunicularia hypugaea)* and Crotch's bumble bee (*Bombus crotchii*); the State species of special concern American badger (*Taxidea taxus*); the State species of special concern and federally proposed threatened western spadefoot (*Spea hammondii*); and the State special animal and federally threatened vernal pool fairy shrimp (*Branchinecta lynchi*).

Swainson's Hawk

The MND notes that suitable Swainson's hawk (SWHA) nesting and foraging habitat occurs within the Project site, and that one adult SWHA was observed within the BSA, however no SWHA nest was located in the vicinity. Conservation measure (CM) BIO-4 requires protocol surveys within ½ mile of construction activities during the nesting season (March 1-August 30). CDFW concurs with this approach but recommends extending the latter date to September 15th to avoid potentially significant impacts. CM BIO-4 also states that Project-related activities with the potential to cause nest abandonment will be avoided, but if Project activities cause nest abandonment within the ½ mile buffer zone, the Project developer/contractor is required to fund the controlled release of captive-reared young. CDFW doesn't concur with these methods C4

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as they would result in unauthorized take of a CESA listed species. CDFW concurs with necessary coordination with CDFW and recommends the following measures: C4 cont

Recommended Mitigation Measure 1: SWHA Avoidance Buffer
If Project-specific activities will take place during the SWHA nesting season (i.e., March 1 through September 15), and active SWHA nests are present, CDFW recommends a minimum ½-mile no-disturbance buffer be delineated and maintained around each nest, regardless of whether it was detected by surveys or observed incidentally. These buffers would remain in place until the breeding season has ended or until a qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival, to prevent nest abandonment and other take of SWHA as a result of Project activities.

Recommended Mitigation Measure 2: SWHA Take Authorization
CDFW also recommends that in the event an active SWHA nest is detected, and a ½-mile no-disturbance buffer is not feasible, consultation with CDFW is warranted to discuss how to implement the Project and avoid take. If take cannot be avoided, take authorization through the acquisition of an Incidental Take Permit (ITP), pursuant to Fish and Game Code section 2081 subdivision (b) is necessary to comply with CESA.

California Tiger Salamander

The Project site is within the known geographic range of California tiger salamander (CTS) and several historical occurrences are documented within 1 mile from the Project site (CDFW 2025).The MND states that CTS have no potential to occur on the Project site due to an absence of suitable habitat being identified during surveys, and thus no mitigation measures were proposed to mitigate for potential Project-related impacts. CDFW does not concur with this determination, as CTS breed and develop in vernal and seasonal pools, stock ponds, pooled ditches, and other inundated features in agricultural, grassland, woodland, and scrub habitat types and have been determined to be physiologically capable of dispersing up to approximately 1.3-miles from seasonally flooded wetlands (Searcy and Shaffer 2011). C5

The MND states that “The National Hydrography Dataset (NHD) and National Wetlands Inventory (NWI) datasets show one historical water feature that intersects the Biological Study Area (BSA) west of Road 26 along the pipeline route”, also “The NHD identified the feature as a canal ditch, and NWI identified the feature as a riverine feature.” Additionally, based on aerial imagery, it appears that periodic inundation occurs within the canal ditch and required CTS habitat of upland refugia is present adjacent to the canal ditch and potentially suitable seasonally flooded wetlands or pools are located within 1.3-miles from the Project site. The MND describes Project construction activities where the canal crossing will be completed via trenchless bore and jack construction within potential CTS habitat. Also, the MND describes small mammal burrows that were

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found within the Project site that could be utilized by CTS. As suitable habitat appears to be present within and adjacent to the Project site, and CTS have been documented within the Project vicinity, CDFW recommends the following:

Recommended Mitigation Measure 3: CTS Protocol Surveys
CDFW recommends that a qualified biologist conduct protocol-level surveys in accordance with the United States Fish and Wildlife Service (USFWS) "Interim Guidance on Site Assessment and Field Surveys for Determining Presence or a Negative Finding of the California Tiger Salamander" (USFWS 2003) at the appropriate time of year to determine the existence and extent of CTS breeding and refugia habitat. The protocol-level surveys for CTS require more than one survey season and are dependent upon sufficient rainfall to complete. As a result, consultation with CDFW and USFWS is recommended well in advance of beginning the surveys and prior to any planned vegetation- or ground-disturbing activities. CDFW advises that the protocol-level survey include a 100-foot buffer around the Project site in all areas of wetland and upland habitat that could support CTS. Please be advised that protocol-level survey results are viable for two years after the results are reviewed by CDFW.

C5 cont

Recommended Mitigation Measure 4: CTS Avoidance Buffer
If CTS protocol-level surveys are not conducted, CDFW advises that a minimum 50-foot no-disturbance buffer be delineated around all small mammal burrows in suitable upland refugia habitat within and/or adjacent to the Project site. Further, CDFW recommends potential or known breeding habitat within and/or adjacent to the Project site be delineated with a minimum 250-foot no-disturbance buffer. Both upland burrow and wetland breeding no-disturbance buffers are intended to minimize impacts to CTS habitat and avoid take of individuals. Alternatively, the applicant can assume presence of CTS within the Project site and obtain an ITP in accordance with Fish and Game Code section 2081(b).

Recommended Mitigation Measure 5: CTS Take Authorization
If through surveys it is determined that CTS are occupying or have the potential to occupy the Project site, consultation with CDFW is warranted to determine if the Project can avoid take. If take cannot be avoided, take authorization through the acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b) is necessary to comply with CESA. As stated above, in the absence of protocol surveys, the applicant can assume presence of CTS within the Project site and obtain an ITP from CDFW.

Western Burrowing Owl

The Project site is within the known geographic range of western burrowing owl (BUOW) and there are historical occurrences documented within a ½ mile of the Project site (CDFW 2025). The MND states that BUOW have no potential to occur on the

C6

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Project site due to no suitable habitat as the site is highly disturbed, and no mitigation measures were proposed to mitigate for potential Project-related impacts. CDFW does not concur; in addition to natural habitats, BUOW are known to utilize agricultural areas and have been documented breeding and foraging along canal banks and roadways within agricultural settings. Aerial imagery shows potential habitat at the future water tank location and in various sections along Ellis Street. Additionally, the MND describes small mammal burrows that were found within the Project site that could be utilized by BUOW. As suitable habitat appears to be present within the Project site, and BUOW have been documented within the Project vicinity, CDFW recommends that a qualified biologist conduct surveys following the 2012 Staff Report on Burrowing Owl Mitigation (CDFG 2012), and that these surveys be conducted the survey season immediately prior to construction. CDFW also recommends the following:

Recommended Mitigation Measure 6: BUOW Avoidance Buffer
Should a BUOW or known BUOW den (active or inactive) be detected, either during pre-construction surveys or construction activities, CDFW recommends that no-disturbance buffers, as outlined in the 2012 Staff Report on Burrowing Owl Mitigation (CDFG 2012), be implemented prior to and during any ground-disturbing activities. CDFW also recommends that these buffers be implemented for both wintering and breeding BUOW.

Recommended Mitigation Measure 7: BUOW Take Authorization
If a BUOW or known BUOW den (active or inactive) is detected, and the no-disturbance buffers outlined in the 2012 Staff Report on Burrowing Mitigation are not feasible, consultation with CDFW is warranted to discuss how to implement the Project and avoid take. If take cannot be avoided, take authorization through the acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b) is necessary to comply with CESA.

C6 cont

Crotch's Bumble Bee

The Project site is within the geographic range of Crotch's bumble bee (CBB), and a historical occurrence was documented within 1.5-miles from the Project site (CDFW 2025). CBB are known to inhabit a variety of habitats, including grasslands, scrublands, areas with bare ground including vacant lots, dirt roads, and levees (Xerces Society et al. 2018). Based on aerial imagery, potential CBB habitat appears to be present within the Project site and the MND describes small mammal burrows that were found within the Project site that could be utilized by CBB. The MND does not include an evaluation for CBB and no mitigation measures were proposed for potential Project-related impacts to the species. As there is potential CBB habitat within the Project site and CBB have been documented within the Project vicinity, CDFW recommends a qualified biologist conduct a habitat assessment to determine if the Project site and the surrounding vicinity contain habitat suitable to support CBB. Potential nesting sites, which include all small mammal burrows, perennial bunch grasses, thatched annual grasses, brush piles,

C7

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and old bird nests would need to be documented as part of the assessment. If it is determined that suitable CBB habitat is present, CDFW recommends the following mitigation measures:

Recommended Mitigation Measure 8: CBB Focused Surveys
If potentially suitable habitat is identified, CDFW recommends that a qualified biologist conduct focused surveys for CBB, and their requisite habitat features following the methodology outlined in the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023) to detect bees and potential nesting sites.

Recommended Mitigation Measure 9: CBB Avoidance Buffer
If CBB is detected, CDFW recommends that all small mammal burrows and thatched/bunch grasses be avoided by a minimum of 50 feet to avoid take and potentially significant impacts. If ground-disturbing activities will occur during the overwintering period (October through February), consultation with CDFW is warranted to discuss how to implement Project activities and avoid take. Any detection of CBB prior to or during Project implementation warrants consultation with CDFW to discuss how to avoid take.

Recommended Mitigation Measure 10: CBB Take Authorization
If take cannot be avoided, take authorization through the acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b) is necessary to comply with CESA.

C7 cont

American Badger

The Project site is within the known geographic range of American badger (AMBA) and a historical occurrence was documented approximately 8 miles from the Project site (CDFW 2025). The MND states that AMBA have no potential to occur on the Project site due to no suitable habitat being identified during surveys; thus no mitigation measures were proposed to mitigate for potential Project-related impacts. CDFW does not concur with this determination as AMBA occupy sparsely vegetated land cover with dry, friable soils to excavate dens, which they use for cover, and that support fossorial rodent prey populations (i.e., ground squirrels, pocket gophers, etc.) (Zeiner et. Al 1990). Based on aerial imagery the Project site contains suitable habitat for AMBA denning and foraging. In addition, the MND describes small mammal burrows that were found within the Project site that could be utilized by AMBA. As suitable habitat appears to be present within the Project site, and AMBA have been documented within the Project vicinity, CDFW recommends the following mitigation measures:

C8

Recommended Mitigation Measure 11: AMBA Focused Surveys
CDFW recommends that a qualified biologist conduct focused surveys for AMBA, as well as their requisite habitat features, to evaluate potential impacts resulting from ground disturbance.

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Recommended Mitigation Measure 12: AMBA Avoidance Buffer
Avoidance whenever possible is encouraged via delineation and a 50-foot no disturbance buffer around burrows. CDFW also advises that any individuals observed be allowed to leave the Project site of their own volition.

C8 cont

Western Spadefoot

The Project site is within the geographic range of western spadefoot (WESP) and there are several historical occurrences documented within 1 mile from the Project site (CDFW 2025). The MND states that WESP have no potential to occur on the Project site due to no suitable habitat being identified during surveys; thus no mitigation measures were proposed to mitigate for potential Project-related impacts. CDFW does not concur as WESP occurs primarily in grasslands and seasonal wetlands with appropriate upland habitat and have also been found in agricultural settings. The MND states that "The National Hydrography Dataset (NHD) and National Wetlands Inventory (NWI) datasets show one historical water feature that intersects the Biological Study Area (BSA) west of Road 26 along the pipeline route", also "The NHD identified the feature as a canal ditch, and NWI identified the feature as a riverine feature." Additionally, based on aerial imagery, it appears that periodical inundation occurs within the canal ditch and required WESP upland habitat is present adjacent to the canal ditch. The MND describes Project construction activities where the canal crossing will be completed via trenchless bore and jack construction within WESP habitat. As suitable habitat appears to be present within and adjacent to the Project site and WESP have been documented within the Project vicinity, CDFW recommends the following mitigation measures:

C9

Recommended Mitigation Measure 13: WESP Focused Surveys
Prior to initiation of the Project, CDFW recommends that a qualified biologist conduct focused surveys for WESP and their requisite habitat.

Recommended Mitigation Measure 14: WESP Avoidance Buffer
If burrows, cracks, loose soil areas or other refugia are found to be used by WESP during focused surveys, avoidance is encouraged via delineation and observance of a 50-foot no-disturbance buffer around these resources. If WESP are observed on the Project site, Project activities in their immediate vicinity cease, allowing individuals to leave the Project site on their own accord.

Please note that the California Fish and Game Commission has received a petition to list Western spadefoot pursuant to CESA. If Western spadefoot becomes a Candidate species, it would receive the same legal protection afforded to an endangered or threatened species (Fish & G. Code, §§ 2074.2 & 2085). In the event Western spadefoot becomes a Candidate prior to project construction or completion of construction, consultation with CDFW is warranted to discuss how to implement the Project and avoid take. If take cannot be avoided, take authorization through the

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c9 cont

acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b), would be necessary to comply with CESA.

Vernal Pool Fairy Shrimp

The Project site is within the geographic range of vernal pool fairy shrimp (VPFS) and there are several historical occurrences documented within 1.5-miles from the Project site (CDFW 2025). The MND states that VPFS have no potential to occur on the Project site due to no suitable habitat, including vernal pools, were identified during the survey that could support the species, and no mitigation measures were proposed to mitigate for potential Project-related impacts. CDFW does not concur as VPFS are known to breed and develop in aquatic habitats and inundated road-ruts in both grassland and agricultural habitats. Also, the MND states that "The National Hydrography Dataset (NHD) and National Wetlands Inventory (NWI) datasets show one historical water feature that intersects the Biological Study Area (BSA) west of Road 26 along the pipeline route", and "The NHD identified the feature as a canal ditch…" Aerial imagery shows the canal ditch to be intermittently inundated with water providing potential habitat for VPFS. The MND describes Project construction activities where the canal crossing will be completed via trenchless bore and jack construction within potential VPFS habitat. Additionally, potentially suitable seasonally inundated depressions, wetlands, or pools are located within 1.5-miles from the Project site providing potential habitat for VPFS. As potential suitable habitat appears to be present within and adjacent to the Project site and VPFS have been documented within the Project vicinity, CDFW recommends the following:

C10

Recommended Mitigation Measure 15: VPFS Surveys and Consultation with CDFW

CDFW recommends that a qualified biologist conduct protocol level surveys in accordance with the USFWS "Survey Guidelines for the Listed Large Branchiopods" (USFWS 2017) the survey season prior to construction. These surveys would need to be conducted at the appropriate time of year to determine the existence and extent of branchiopods. Surveys are dependent upon sufficient rainfall to complete, therefore if a single wet season is determined to be unreliable, then the next wet season with sufficient rainfall may be needed to complete survey requirements. If through surveys it is determined that branchiopods are occupying or have the potential to occupy the Project site, coordination with CDFW is recommended well in advance of any planned vegetation- or ground-disturbing activities to determine appropriate avoidance and minimization measures including adequate implementation of no-disturbance buffers.

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Special-Status Plants

CDFW recommends that the Project site be surveyed for special-status plants by a qualified botanist following the Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (CDFW 2018). This protocol, which is intended to maximize detectability, includes identification of reference populations to facilitate the likelihood of field investigations occurring during the appropriate floristic period. Please note that adverse conditions from yearly weather patterns may prevent botanical field surveyors from determining the presence of, or accurately identifying, some special status plants in the surveyed area. Disease, drought, predation, fire, herbivory, or other disturbance may also preclude presence or identification of special status plants in any given year. Visiting the survey site in more than one year increases the likelihood of detection. If special-status plants are identified during surveys, consultation with CDFW is recommended for guidance on mitigation measures such as avoidance, minimization, and mitigation. If State endangered, threatened, or rare plants are identified during special status plant surveys and take cannot be avoided, then to ensure compliance with CESA and the Native Plant Protection Act (NPPA), consultation with CDFW for acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b) and/or California Code of Regulations, Title 14, section 786.9, subdivision (b), is necessary to comply with CESA and the NPPA. C11

Editorial Comments and/or Suggestions

Nesting Birds: To protect nesting birds, CDFW recommends that Project ground-disturbing and vegetation-disturbing activities occur during the bird non-nesting season; however, if ground-disturbing or vegetation-disturbing activities must occur during the nesting season (February 1 through September 15), the Project applicant is responsible for ensuring that implementation of the Project does not result in violation of the Migratory Bird Treaty Act or relevant Fish and Game Code sections as referenced above. C12

If the nesting season cannot be avoided, CDFW recommends that a qualified biologist conduct a pre-construction survey for active nests no more than 10 days prior to the start of ground or vegetation disturbance to maximize the probability that nests that could potentially be impacted are detected. CDFW also recommends that surveys cover a sufficient area around the Project site to identify nests and determine their status. A sufficient area means any area potentially affected, either directly or indirectly, by the Project. In addition to direct impacts (i.e., nest destruction), noise, vibration, and movement of workers or equipment could also affect nests. CDFW recommends that a qualified biologist establish a behavioral baseline of all identified nests. Once Project activities begin, CDFW recommends having a qualified biologist continuously monitor nests to detect behavioral changes resulting from the Project. If behavioral changes

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occur, CDFW recommends halting the work causing that change and consulting with CDFW for additional avoidance and minimization measures.

If continuous monitoring of identified nests by a qualified biologist is not feasible, CDFW recommends a minimum no-disturbance buffer of 250 feet around active nests of non-listed bird species and a 500-foot no-disturbance buffer around active nests of non-listed raptors. These buffers are advised to remain in place until the breeding season has ended or until a qualified biologist has determined the birds have fledged and are no longer reliant upon the nest or on-site parental care for survival. Variance from these no-disturbance buffers is possible when there is a compelling biological or ecological reason to do so, such as when the Project site would be concealed from a nest site by topography. CDFW recommends that a qualified biologist advise and support any variance from these buffers and notify CDFW in advance of implementing a variance. C12 cont

Lake and Streambed Alteration: The MND states the possibility the Project could disturb the bed or bank of the canal west of Road 26 and permits might be required. CDFW concurs as Project activities that will substantially change or use any material from the bed, bank, and channel of any river, stream, or lake are subject to CDFW's regulatory authority pursuant Fish and Game Code section 1600 et seq. Fish and Game Code section 1602 requires an entity to notify CDFW prior to commencing any activity that may (a) substantially divert or obstruct the natural flow of any river, stream, or lake; (b) substantially change or use any material from the bed, bank, or channel of any river, stream, or lake (including the removal of riparian vegetation); (c) deposit or dispose of debris, waste or other materials that could pass into any river, stream, or lake. "Any river, stream, or lake" includes those that are ephemeral or intermittent as well as those that are perennial and may include those that are highly modified such as canals and retention basins. C13

CDFW is required to comply with CEQA prior to issuance of a Lake or Streambed Alteration Agreement; therefore, if the CEQA document approved for the Project does not adequately describe the Project and its impacts to lakes or streams, a subsequent CEQA analysis may be necessary for Lake or Streambed Alteration Agreement issuance. For information on notification requirements, please refer to CDFW's website (https://wildlife.ca.gov/Conservation/LSA) or contact CDFW staff in the Central Region Lake and Streambed Alteration Program at (559) 243-4593.

CNDDB Positive Submission of Data: Please note that the California Natural Diversity Database (CNDDB) is populated by and records voluntary submissions of species detections. As a result, species may be present in locations not depicted in the CNDDB but where there is suitable habitat and features capable of supporting species. A lack of an occurrence record in the CNDDB does not mean a species is not present. In order to adequately assess any potential Project-related impacts to biological resources, surveys conducted by a qualified wildlife biologist/botanist during the appropriate survey period(s) and using the appropriate protocol survey methodology are warranted to C14

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determine whether or not any special-status species are present at or near the Project site.

ENVIRONMENTAL DATA

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e)). Accordingly, please report any special-status species and natural communities detected during Project surveys to CNDDB. The CNDDB field survey form can be filled out and submitted online at the following link: https://wildlife.ca.gov/Data/CNDDB/Submitting-Data. The completed form can be mailed electronically to the CNDDB at the following email address: CNDDB@wildlife.ca.gov. The types of information reported to CNDDB can be found at the following link: https://www.wildlife.ca.gov/Data/CNDDB/Plants-and-Animals. C14 cont

FILING FEES

The Project, as proposed, could have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required in order for the underlying project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089). C15

CONCLUSION

CDFW appreciates the opportunity to comment on the MND to assist the City in identifying and mitigating Project impacts on biological resources. A Mitigation and Monitoring Program (MMRP) (Attachment 1) is included to assist the City with incorporating the recommended mitigation measures provided above. Questions regarding this letter or further coordination should be directed to John Riedel, Environmental Scientist, at (559) 807-1453 or John.Riedel@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Julie Vance
FA83F09FE08945A...

Julie A. Vance
Regional Manager

Attachment (MMRP)

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ec: State Clearinghouse
Land Use and Climate Innovation
state.clearinghouse@lci.ca.gov

John Riedel
California Department of Fish and Wildlife

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References

California Department of Fish and Game. 2012. Staff report on burrowing owl mitigation. Sacramento, California, USA.

California Department of Fish and Wildlife. 2018. Protocols for surveying and evaluating impacts to special status native plant populations and sensitive natural communities. California Department of Fish and Wildlife. Sacramento, California.

California Department of Fish and Wildlife. 2023. Survey considerations for California Endangered Species Act candidate bumble bee species. California Department of Fish and Wildlife, Sacramento, California, USA.

California Department of Fish and Wildlife. 2025. Biogeographic information and observation system (BIOS). https://www.wildlife.ca.gov/Data/BIOS. Accessed 25 September 2025.

Searcy, C. and B. Shaffer. 2011. Determining the migration distance of a vagile vernal pool specialist: How much land is required for conservation of California tiger salamanders? California State University, Chico, California, USA.

U. S. Fish and Wildlife Service. 2003. Interim guidance on site assessment and field surveys for determining presence or a negative finding of the California tiger salamander. Sacramento, California, USA.

U. S. Fish & Wildlife Service. 2017. Survey guidelines for the listed large branchiopods. Pacific Southwest Region, Sacramento, California, USA. Revised November 2017.

Xerces Society for Invertebrate Conservation, Defenders of Wildlife, and Center for Food Safety. 2018. A petition to the state of California fish and game commission to list the Crotch's bumble bee (*Bombus crotchii*), Franklin's bumble bee (*Bombus Fusf*), Suckley cuckoo bumble bee (*Bombus suckleyi*), and western bumble bee (*Bombus occidentalis occidentalis*) as Endangered under the California Endangered Species Act. October 2018.

Zeiner, D., W. Laudenslayer, Jr., K. Mayer, and M. White. 1990. California's Wildlife. Volumes I-III *in* California Department of Fish and Game, editor. California Department of Fish and Wildlife, Sacramento, California, USA.

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Attachment 1

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
RECOMMENDED MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

PROJECT: Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project

SCH No.: 2025090413

RECOMMENDED MITIGATION MEASURE	STATUS/DATE/INITIALS
Before Disturbing Soil or Vegetation	
Swainson's Hawk (SWHA)	
Recommended Mitigation Measure 2: SWHA take authorization	
California Tiger Salamander (CTS)	
Recommended Mitigation Measure 3: CTS protocol surveys	
Recommended Mitigation Measure 5: CTS take authorization	
Western Burrowing Owl (BUOW)	
Recommended Mitigation Measure 7: BUOW take authorization	
Crotch's Bumble Bee (CBB)	
Recommended Mitigation Measure 8: CBB focused surveys	
Recommended Mitigation Measure 10: CBB take authorization	
American Badger (AMBA)	
Recommended Mitigation Measure 11: AMBA focused surveys	
Western Spadefoot (WESP)	
Recommended Mitigation Measure 13: WESP focused surveys	
Vernal Pool Fairy Shrimp (VPFS)	
Recommended Mitigation Measure 15: VPFS surveys and consultation	
During Construction	

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Swainson's Hawk (SWHA)	
Recommended Mitigation Measure 1: SWHA avoidance buffer	
California Tiger Salamander (CTS)	
Recommended Mitigation Measure 4: CTS avoidance buffer	
Western Burrowing Owl (BUOW)	
Recommended Mitigation Measure 6: BUOW avoidance buffer	
Crotch's Bumble Bee (CBB)	
Recommended Mitigation Measure 9: CBB avoidance buffer	
American Badger (AMBA)	
Recommended Mitigation Measure 12: AMBA avoidance buffer	
Western Spadefoot (WESP)	
Recommended Mitigation Measure 14: WESP avoidance buffer	

RETURN TO AGENDA

Item:	B-1
Minutes for:	12/03/2025
Adopted:	12/17/2025

Minutes of a Regular Meeting of the Madera City Council

Wednesday, December 3, 2025 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. The meeting was available for public viewing and participation through Zoom. Members of the public were able to observe the live-streamed meeting on the City's website and were able to comment on agenda items at the meeting, remotely through an electronic meeting via phone, via email and by regular mail.

CALL TO ORDER: Meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: Mayor Cece Gallegos
Mayor Pro Tem Jose Rodriguez, District 2
Councilmember Rohi Zacharia, District 1
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Larry Pendarvis, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Planning Manager David Brletic, Police Commander Josiah Arnold, and Assistant Engineer Raquel Rios Cardenas.

INVOCATION: Daniel Martinez, Fourth Street Church

PLEDGE OF ALLEGIANCE: Councilmember Zacharia

APPROVAL OF AGENDA:

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA TO INCLUDE CONTINUING ITEM A-3 TO THE DECEMBER 17TH COUNCIL MEETING AND MOVING ITEM E-1 TO THE TOP OF THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

PRESENTATIONS:

1. **Proclamation Recognizing Councilmember Mejia as the 2025 Recipient of the Mexicanos Distinguidos Award**

Mayor Gallegos called a short recess and invited the public to join them in the lobby for refreshments in celebration of Councilmember Mejia.

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Harlon Rippetoe asked for Council's support in getting eight (8) additional horseshoe courts at Rotary Park. Madera would qualify to hold statewide tournaments with those additional courts.

Alex Galindo, a member of the big Valley Horseshoe Club asked Council for their support in adding more horseshoe courts at Rotary Park.

No further Public Comment was presented. Public Comment was closed.

A. PUBLIC HEARINGS:

A-1 Annexation of the Colett-Martin Subdivision into Landscape Maintenance District Zone of Benefit 51 for Fiscal Year 2026/27

Recommendation: Adopt Resolution Approving Annexation No. 2025-10 for Annexation of the Colett-Martin Subdivision (Tract No. 24-S-02) into Zone of Benefit 51, Confirming the Diagram and Assessment for Landscape Maintenance District (LMD) Zone of Benefit 51 for Fiscal Year (FY) 2026/27; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM A-1 WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MEJIA.

RES 25-250 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2025-10 FOR ANNEXATION OF COLETT-MARTIN SUBDIVISION (TRACT NO. 24-S-02) INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2026/27; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

A-2 Ordinance Amending City Councilmember Salaries

Recommendation: Waive further Reading and Introduce an Ordinance of the City Council of the City of Madera Adjusting the Compensation for the City Council by Amending Madera Municipal Code Section 2.1.05 by Title Only (Report by Alicia Gonzales)

Council was advised that a typo had been fixed. Previously, the ordinance indicated the effective date was January 1, 2026. The correct date is January 1, 2027.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM A-2 WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MEJIA.

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA ADJUSTING THE COMPENSATION FOR THE CITY COUNCIL BY AMENDING MADERA MUNICIPAL CODE SECTION 2.1.05

A-3 Consideration of the Mitigated Negative Declaration prepared for Environmental Assessment (EA) No. SCH 2025090413 for the Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project, City Project W-T-001

Recommendation: Adopt a Resolution Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project, City Project W-T-0001 (EA No. SCH 2025090413) (Report by Will Tackett)

This item was continued to the December 17th City Council meeting during the Agenda approval section of this meeting.

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MEJIA.

B-1 Minutes – November 5, 2025, November 19, 2025

Recommendation: Approve the City Council Minutes of November 5, 2025 and November 19, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for November 8 to November 21, 2025 (Report by Michael Lima)

B-3 One-Year Extension to Agreements for Professional On-Call Engineering Services

Recommendation: Adopt a Resolution Approving a One-year Extension of the On-Call Consultant Services Agreements (Agreement) with AECOM Technical Services Inc, and Westwood Professional Services Inc, (formerly O'Dell Engineering) with a not-to-exceed amount of $400,000 per Agreement (Report by Keith Helmuth)

RES 25-251 A RESOLUTION APPROVING AN AMENDMENT TO CONSULTANT SERVICE AGREEMENTS WITH AECOM TECHNICAL SERVICES INC, AND WESTWOOD PROFESSIONAL SERVICES INC, IN THE AMOUNT OF $400,000 FOR EACH AGREEMENT AND EXTENDING THE TERM FOR ONE YEAR FOR PROFESSIONAL ON-CALL ENGINEERING SERVICES

B-4 Reappropriation of Previously Encumbered American Rescue Plan Act Funds to Fiscal Year 2025/26

Recommendation: Adopt a Resolution to Reappropriate Previously Encumbered American Rescue Plan Act (ARPA) funds to Fiscal Year (FY) 2025/26 (Report by Keith Helmuth)

RES 25-252 A RESOLUTION TO REAPPROPRIATE PREVIOUSLY ENCUMBERED AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO FISCAL YEAR (FY) 2025/26

B-5 Master Agreement between the Madera County Transportation Commission (MCTC) and the City for Fiscal Year (FY) 2024/2025 Allocation of the Regional Surface Transportation Program (RSTP) Exchange Funding

Recommendation: Adopt a Resolution Approving the Master Agreement between the MCTC and the City for the FY 2024/2025 Allocation of RSTP Exchange Funding (Report by Keith Helmuth)

City Attorney Shannon L. Chaffin recused himself from this item as he also represents MCTC.

RES 25-253 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION (MCTC) AND THE CITY OF MADERA FOR THE FISCAL YEAR 2024/2025 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDING

B-6 Annual Local Appointment List on City Boards, Commissions, and Committees

Recommendation: Approve a Minute Order Authorizing the City Clerk to File the 2026 Annual Local Appointments List (Report by Alicia Gonzales)

Councilmember Mejia rejoined the meeting at 7:04 p.m.

C. WORKSHOP: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Piggyback Purchase Agreement for a Replacement Audio/Visual (A/V) System for the City Hall Council Chambers

Recommendation: Adopt a Resolution to enter into a California Multiple Awards Schedule (CMAS) Piggyback Government Contract Agreement with EKC Enterprises for the Purchase of a New Audio/Visual (A/V) System for $56,616.32, and Adopt a Budget Amendment in the same amount (Report by Gary Price)

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 25-254 ADOPT A RESOLUTION TO ENTER INTO A CALIFORNIA MULTIPLE AWARDS SCHEDULE (CMAS) PIGGYBACK GOVERNMENT CONTRACT AGREEMENT WITH EKC ENTERPRISES FOR THE PURCHASE OF A NEW AUDIO/VISUAL (A/V) SYSTEM FOR $56,616.32, AND ADOPT A BUDGET AMENDMENT IN THE SAME AMOUNT

E. ADMINISTRATIVE REPORTS:

E-1 Consideration of Selection of Mayor Pro Tem to Serve a One-year Term

Recommendation: Approve a Minute Order Accepting the Nomination for Mayor Pro-Tem and Making the Appointment of Mayor Pro Tem to Serve a One-year Term (Report by Alicia Gonzales)

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-1 TO APPOINT COUNCILMEMBER ZACHARIA AS MAYOR PRO TEM TO SERVE A ONE-YEAR TERM WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MEJIA.

E-2 Seek Direction Regarding the Regular City Council Meetings Scheduled for 2026

Recommendation: Deliberation and Direction Given from Council (Report by Alicia Gonzales)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MEJIA, ITEM E-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items, and (iv) to take action on matters initiated under this section of the agenda.

Councilmember Montes had nothing to report.

Mayor Pro Tem Zacharia congratulated Councilmember Mejia on her recognition.

Councilmember Evans congratulated Councilmember Mejia on her recognition. She mentioned that the Christmas Extravaganza will be held on December 21st and toy donations were encouraged even if someone was unable to attend.

Councilmember Mejia thanked everyone for their congratulations. She thanked the Police Department for the Mad Grinch event that will be occurring on Friday at 6:00 p.m. as part of the Tree Lighting Ceremony as she is looking forward to it.

Councilmember Rodriguez congratulated Councilmember Mejia on her recognition. He mentioned that this Sunday, they are holding a Santa's Bag golfing tournament. The proceeds will go to the Holy Family Table. The team fee is $40.00 and the event starts at 9:00 a.m. They will also be accepting gift or coat donations at that event.

Councilmember Villegas congratulated Councilmember Mejia on her recognition. He participated in the Thanksgiving turkey giveaway on November 25th.

Mayor Gallegos congratulated Councilmember Mejia on her recognition. Mayor Gallegos mentioned that the Madera Evening Lions organized the Christmas Parade that will be held on Friday at 7:00 p.m. City Staff and Council will be handing out glow necklaces to the community at that event. Trees for Charity will be holding a community event on Saturday night. Mayor Gallegos invited everyone to attend the events.

G. CLOSED SESSION: None

FUTURE MEETING DATES:

- Wednesday, December 17, 2025

ADJOURNMENT: Meeting was adjourned at 7:19 p.m.

_____ _____

ALICIA GONZALES, City Clerk CECELIA K. GALLEGOS, Mayor

_____

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for November 22 to December 5, 2025

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of November 22 to December 5, 2025, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	44161 – 44201	$2,766,670.66

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$703,849.42
SDI	EDD	$3,317.00
CalPERS Payment	CalPERS	$159,768.22

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2025/2026 Adopted Budget and released for payment every Monday. Each demand has been audited, and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2025/2026 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

December 17, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
44161	11/26/2025	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 10/25	28,389.40
44162	11/26/2025	ENGINEERING	Water Capital Outlay	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS	196,828.40
44163	11/26/2025	PD OPERATIONS	PD Operations	TIM J LAW	EMPLOYMENT BACKGROUND	4,000.00
44164	11/26/2025	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 10/25	122,514.77
44164	11/26/2025	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 10/25	94,641.23
44165	11/26/2025	FINANCE	AIRPORT OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	111.74
44165	11/26/2025	FINANCE	DRAINAGE	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	335.22
44165	11/26/2025	FINANCE	Fleet Maintenance	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	167.61
44165	11/26/2025	FINANCE	Sewer Mtnc/Operations	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	167.60
44165	11/26/2025	FINANCE	Water Mtnc/Operations	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	335.22
44165	11/26/2025	FINANCE	WWTP	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	167.61
44166	11/26/2025	CITY ADMIN	Community Promo	KINGS EVENTS, INC	TABLES & CHAIRS - EMPLOYEE EVENT	1,907.00
44167	11/26/2025	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	PLOTTER TONER	232.74
44168	11/26/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 12/25	930.66
44169	11/26/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23 12/25	891.23
44170	11/26/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 12/25	883.71
44171	11/26/2025	HR/RISK MGT	City Manager	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL 01/01/25-0	1,071.60
44172	11/26/2025	CITY ADMIN	PD Operations	CHIARAMONTE, GIACHINO	PER DIEM - CPCA BOARD OF DIRECTOR	236.50
44173	11/26/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - JWYC	314.00
44174	11/26/2025	FINANCE	Finance	GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA MEMBERSHIP RENEWAL	583.34
44174	11/26/2025	FINANCE	General Fund	GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA MEMBERSHIP RENEWAL	416.66
44175	11/26/2025	ENGINEERING	LTF - Streets	MADERA COUNTY	AMTRAK STATION 50/50 MAINTENANC	11,503.66
44176	11/26/2025	WWTP	WWTP	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL	14,191.41
44177	11/26/2025	ENGINEERING	Water Capital Outlay	WEST VALLEY CONSTRUCTION CO. INC.	2024 WATER METER PROJECT NO. W-3	242,736.39
44178	11/26/2025	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD	183.75
44179	11/26/2025	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE NORTH FIE	122.50
44180	11/26/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 8288004	314.05
44181	11/26/2025	UB - WATER	Water Utility	OTP- UB REFUNDS	UB OVERPAYMENT - 9907577-506571	350.00
44182	11/26/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9899540	358.29
44183	11/26/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9903822	207.22
44184	11/26/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923895	460.52
44185	11/26/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917858 2628	257.21
44186	11/26/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 6023051	83.97
44187	11/26/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9895363	186.28
44188	12/03/2025	FINANCE	PAYROLL TRUST	EMPLOYMENT DEVELOPMENT DEPT	EMPLOYMENT TAX PAYROLL DATE 11/2	677.94
44189	12/03/2025	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES	3,750.00
44190	12/03/2025	FINANCE	Finance	HDL COREN & CONE	ACFR STATISTICAL PACKAGE	795.00

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

December 17, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
44191	12/03/2025	CITY ADMIN	City Attorney	ALESHIRE & WYNDER LLP	CONSULTING SVS CITY ATTORNEY	78,667.39
44192	12/03/2025	ENGINEERING	Sewer Capital Outlay	GATEWAY PACIFIC CONTRACTORS, INC.	WWTP24-01 IMPROVEMENTS PROJECT	11,275.00
44193	12/03/2025	ENGINEERING	Sewer Capital Outlay	GATEWAY PACIFIC CONTRACTORS, INC.	WWTP24-01 IMPROVEMENTS PROJECT	214,225.00
44194	12/03/2025	HR/RISK MGT	WWTP	MOUNTAIN VALLEY ENVIRON. SERV.	CONSULTING SERVICES - WWTP	15,160.00
44195	12/03/2025	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	CONSULTING SERVICES - PROFESSIONA	6,500.00
44196	12/03/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 11/01/25-1	7,080.00
44197	12/03/2025	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 11/25	270.00
44198	12/03/2025	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 11/25	7,325.44
44199	12/03/2025	WWTP	WWTP	ROCKWELL ENG. & EQ. CO.,INC.	DIGESTER MIXER PARTS	26,808.85
44200	12/03/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 11/	1,069.69
44201	12/03/2025	FIRE	MEAS K - FIRE	TYLER TECHNOLOGIES INC.	PREVENTION MOBILE SOFTWARE RENE	14,007.00
857	11/24/2025	ENGINEERING	Finance	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT N	0.01
857	11/24/2025	ENGINEERING	General Capital Projects	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT N	500,984.85
858	11/24/2025	FINANCE	General Capital Projects	BANC OF AMERICA PUBLIC CAPITAL CORP	ENGIE SOLAR PROJECT	1,103,608.25
859	11/24/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
860	11/24/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 11/21/25	15,916.30
860	11/24/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 11/21/25	2,023.28
861	11/25/2025	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	11/25 MONTHLY DUES	3,630.00
862	11/25/2025	FLEET MAINTENANCE	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	357.47
862	11/25/2025	FLEET MAINTENANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	59.30
862	11/25/2025	FLEET MAINTENANCE	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	103.26
862	11/25/2025	FLEET MAINTENANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	838.84
862	11/25/2025	FLEET MAINTENANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	185.80
862	11/25/2025	FLEET MAINTENANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	480.33
862	11/25/2025	FLEET MAINTENANCE	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	171.07
862	11/25/2025	FLEET MAINTENANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	2,357.02
862	11/25/2025	FLEET MAINTENANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	2,711.39
862	11/25/2025	FLEET MAINTENANCE	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	831.19
862	11/25/2025	FLEET MAINTENANCE	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	1,482.67
862	11/25/2025	FLEET MAINTENANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	3,381.12
862	11/25/2025	FLEET MAINTENANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	3,076.32
862	11/25/2025	FLEET MAINTENANCE	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	1,041.23
862	11/25/2025	FLEET MAINTENANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	151.07
862	11/25/2025	FLEET MAINTENANCE	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	7,953.53
862	11/25/2025	FLEET MAINTENANCE	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/25-11/15/2	45.63
863	11/25/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 11/2	1,062.93

BANK #1 - US BANK GENERAL ACCOUNT TOTAL **$ 2,766,670.66**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council (Council).

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the November 19, 2025, City Council agenda.

DISCUSSION:

The Civil Service Commission (Commission) met on December 10, 2025, and certified eligible lists for the following positions.

- Accounting Technician II
- Water System Worker I

The following employees began employment with the City since our last report.

Table 1: *New Hires and Re-hires*

Name	*Position*	*Department*	*Status**	*Effective Date*
Enrique Solis	Park Aide	Parks & Community Services	PT	11/17/25
Jonathan Bartel	Senior Planner	Planning	FT	11/17/25
Juan Gonzales Santillan	Program Leader I	Parks & Community Services	PT	11/19/25

Table 1: *New Hires and Re-hires, continued*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Gloria Bobadilla	Program Leader I	Parks & Community Services	PT	11/19/25
David Brletic	Planning Manager	Planning	FT	12/1/25
Avens Hunter III	Water System Worker I	Public Works	FT	12/1/25

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

The following promotions, transfers, or assignment changes occurred since our last report.

Table 2: *Promotions, Transfers, or Assignment Changes*			
Name	*Old Position*	*New Position*	*Effective Date*
Aaron Mao	Police Officer I	Police Officer II	11/22/25
Matthew Diaz	Police Officer I	Police Officer II	11/22/25
Gaige Bonderer	Police Officer Trainee	Police Officer I	11/24/25
Marcus Chum	Police Officer Trainee	Police Officer I	11/24/25
Tyler Collins	Police Officer Trainee	Police Officer I	11/24/25
Steven Cuevas	Police Officer Trainee	Police Officer I	11/24/25
Irene Rosales	Police Officer Trainee	Police Officer I	11/24/25

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Yahaira Barron	Accounting Technician II	Finance	FT	11/7/25
Adrianna Rubio	Public Safety Dispatcher	Police	FT	11/28/25

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

FINANCIAL IMPACT:

Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions are subject to the approval of the City Manager.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-4

SUBJECT:

Temporary overfill of Animal Control Officer budgeted positions

RECOMMENDATION:

Adopt a resolution approving a temporary overfill for the Animal Control Officer classification due to a long-term absence

SUMMARY:

The adopted Fiscal Year (FY) operating budget includes both appropriated funds and position count authorizations. The FY 2025-26 Adopted Budget includes approval for two (2) full-time Animal Control Officer positions. Due to a long-term absence, staff is seeking approval to temporarily overfill the Animal Control Officer position count by one (1) full-time employee. The requested action will not require any additional funds over those already appropriated for the position in the current FY's adopted budget and will allow for the overfill to occur until such time that the employee count returns to two (2) full-time employees through attrition.

DISCUSSION:

The City's adopted FY 2025-26 operating budget includes two (2) full-time Animal Control Officers whose focus is to provide education and enforcement of local, state, and federal animal laws. Both positions are currently filled with full-time employees; however, one current employee is on a long-term unpaid leave of absence. The duration of such leaves can vary based on the individual's tenure with the City and bargaining unit. When it initially became known that the current absence would become long-term, the full-time position was back-filled with a part-time employee who was on the established Civil Service Eligibility List for Animal Control Officer. While this back-fill was a temporary solution, the part-time position is limited by Government Code regulations and Affordable Care Act rules relating to maximum hours of work. At this time, staff is requesting authority to overfill the Animal Control Officer position by hiring the current part-

time employee as a full-time employee, removing the limits on scheduled hours. The individual remains eligible for the full-time position on the Civil Service Eligibility List and such action will be in compliance with the City's Civil Service rules. The overfilling of the position will occur until such time that the employee count returns to two (2) full-time employees through attrition. However, there is the possibility that there could be a period of time where the City has three (3) working Animal Control Officers. The requested action's proposed effective date of December 13, 2025, is tied to the start of the City's current pay period.

FINANCIAL IMPACT:

The City's adopted budget includes funds for two (2) full-time Animal Control Officers. As one of these employees is on a long-term unpaid leave of absence, the requested overfill will not incur additional expenses for personnel costs beyond those already approved in the operating budget. If, at some point in the future, the City does temporarily have three (3) full-time working Animal Control officers, staff will determine if a budget amendment is needed and, if needed, bring such action to Council for consideration. Based on current FY expenditures to-date in relation to appropriated funds, staff does not foresee the need for a budgetary amendment in the current FY.

ALTERNATIVES:

Council could direct staff to operate with one (1) Animal Control Officer.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A TEMPORARY OVERFILL OF THE ANIMAL CONTROL OFFICER BUDGETED POSITIONS

WHEREAS, the City of Madera (City) provides animal control services through its Police Department, with two (2) full-time Animal Control Officer positions approved in the Fiscal Year 2025-26 budget; and

WHEREAS, at this time, due to a long-term unpaid leave of absence, the City has a need to temporarily overfill the budgeted positions with a total of three (3) full-time employees in the two (2) budgeted positions; and

WHEREAS, this temporary overfill will cease when the full-time employee count returns to two (2) through attrition unless otherwise directed by the City Council.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The City Manager is authorized to overfill the Animal Control Officer positions with a total full-time employee count of three (3) effective December 13, 2025, until such time that the employee count returns to two (2) through attrition unless otherwise directed by the City Council.

3. This resolution is effective immediately upon adoption.

* *

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-5

SUBJECT:

Certificate of Recognition Honoring Christian Johnson

RECOMMENDATION:

Adopt a Minute Order approving a Certificate of Recognition honoring Christian Johnson, the fastest man to complete seven 50K races on seven continents in seven days

SUMMARY:

On August 2, 2023, the City Council adopted a policy governing the issuance of ceremonial documents, including certificates of recognition. The policy ensures a transparent and systematic process, requiring requests be submitted in writing at least 45 days prior to the requested presentation date.

In this context, Mayor Gallegos submitted a request on November 25, 2025, for a Certificate of Recognition recognizing Christian Johnson, fastest man in the world to run seven 50k races, on seven continents in seven days.

Madera resident Christian Brown Johnson recently set two World Records: the fastest male to complete an ultramarathon on all seven continents, and the fastest cumulative time to run a 50K on all seven continents. His races took place in Cape Town, Africa; Antarctica; Perth, Australia; Abu Dhabi, United Arab Emirates; Algarve, Portugal; Cartagena, Colombia; and Miami, Florida. Christian dedicates his runs to raising awareness and funding for Parkinson's disease, a cause deeply meaningful to him as his grandfather is affected by the condition.

Per the Ceremonial Documents policy, signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be

omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five business days prior to the meeting when the Proclamation will be issued.

FINANCIAL IMPACT:

There were nominal expenses for the preparation of this report or the proclamation. Costs related to custom supplies such as proclamations, certificates, frames, and folders have been purchased, and funds were appropriated in the adopted budget.

ALTERNATIVES:

If approved by a majority vote, staff will prepare the Certificate of Recognition for presentation at the February 4th City Council meeting. In the alternative, Council may:

- Deferral for Further Discussion: Council may opt to defer the decision for further discussion, allowing additional time to address specific concerns or gather more information.
- Denial of Certificate of Recognition: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

ATTACHMENTS:

1. Email requesting Certificate of Recognition Honoring Christian Johnson

From: Cecelia Foley Gallegos
To: Alicia Gonzales
Subject: Certificate
Date: Tuesday, November 25, 2025 2:11:21 PM

Good afternoon, City Clerk Gonzales,
Checking to see if we can bring this young man in at the second council meeting in December to be recognized.
Christian Brown Johnson
https://www.yourcentralvalley.com/news/local-news/madera-man-runs-7-continents-7-days/?utm_medium=social&utm_source=facebook_CBS47_Fresno
Sent from my iPhone

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-6

SUBJECT:

Proclamation Recognizing January as National Mentoring Month and honor Big Brothers Big Sisters of Central California

RECOMMENDATION:

Adopt a Minute Order approving a Proclamation Recognizing January as National Mentoring Month and honor Big Brothers Big Sisters of Central California for their longstanding commitment to youth mentorship, empowerment, and positive youth development throughout the Central Valley

SUMMARY:

The City Council, during its regular meeting on August 2, 2023, adopted a policy governing the guidelines for City-issued Ceremonial Documents. This policy establishes the framework for the issuance of proclamations, ensuring a systematic and transparent process.

The policy allows for proclamations not identified on the list of annual proclamations to be considered on a case-by-case basis, with a written request required 45 days before the requested presentation date.

In this case, Mr. Nick Lutton, representing Big Brothers Big Sisters of Central California (BBBSofCC), submitted a request on November 13, 2025, for a proclamation recognizing January as National Mentoring Month and honor BBBSofCC for their longstanding commitment to youth mentorship, empowerment, and positive youth development throughout Central Valley.
Since its founding in 1969, BBBSofCC has served as a pillar of mentorship and youth empowerment, providing guidance, stability, and opportunity to children throughout the Central Valley. Through dedicated mentors, community partnerships, and innovative programming,

BBBSofCC continues to inspire young people to reach their full potential, strengthening the fabric of our communities.

Per the Ceremonial Documents policy, signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five business days prior to the meeting when the Proclamation will be issued.

FINANCIAL IMPACT:

There were nominal expenses for the preparation of this report or the proclamation. Costs related to custom supplies such as proclamations, certificates, frames, and folders have been purchased and funds were appropriated in the adopted budget.

ALTERNATIVES:

Council may direct staff to prepare a proclamation. If the majority vote is in the affirmative, staff will proceed with presenting the Proclamation at the January 14, 2026, Special Council meeting. In the alternative, Council may:

- Deferral for Further Discussion: Council may opt to defer the decision for further discussion, allowing additional time to address specific concerns or gather more information.
- Denial of Proclamation Request: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

ATTACHMENTS:

1. Email from Mr. Nick Lutton, dated November 13, 2025, for a " Proclamation Recognizing January as National Mentoring Month and honor Big Brothers Big Sisters of Central California"

From: Nick Lutton
To: Alicia Gonzales
Subject: Big Brothers Big Sisters proclamation request
Date: Thursday, November 13, 2025 9:09:32 AM
Attachments: image001.png
Proclamation FC.docx

You don't often get email from nlutton@bigs.org. Learn why this is important

Good morning,

Our organization is requesting a proclamation for January 2026. Every January is National Mentorship Month. As we service four counties, including yours, we would ask for a proclamation where we would be in an attendance.

I have attached verbiage to make it a little easier, but if you need any information, please don't hesitate to reach out to me.

Thank you again for partnering with us!

Nick Lutton
Vice President & COO
Big Brothers Big Sisters of Central California
4047 N Fresno St, Fresno, CA 93726
O: 559-268-2447 C: 559-765-9688 F: 559-775-1474

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RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-7

SUBJECT:

Second Reading and Adoption of an Ordinance of the City Council of the City of Madera Adjusting the Compensation for the City Council by Amending Madera Municipal Code Section 2.1.05

RECOMMENDATION:

Waive Full Reading and Adopt an Ordinance of the City Council of the City of Madera Adjusting the Compensation for the City Council by Amending Madera Municipal Code Section 2.1.05 by Title Only

SUMMARY:

Adoption of an ordinance requires two actions by the City Council: the introduction of the Ordinance (first reading); and the adoption of the Ordinance (second reading). The Council waived the first reading and introduced by title only the Ordinance of the City Council of the City of Madera Adjusting the Compensation for the City Council by Amending Madera Municipal Code Section 2.1.05 at a public hearing held on December 3, 2025.

The City's Municipal Code (MMC) authorizes City Council salaries to be set in accordance with California Government Code §36516, which bases compensation primarily on:

- A city's population.
- Requires adoption of a local ordinance.
- Effective date: Any salary adjustment adopted by the City Council would only take effect at the beginning of the next new term of office. The next general municipal election is scheduled for November 3, 2026. Based on the City's population of approximately 68,000, Councilmembers may be compensated up to $800 per month.
- Applicability: Only applies to General Law cities. Charter cities may set their own compensation per their respective charters. Madera is a General Law city.

In February 2014, to comply with California Government Code §36516, the City Council adopted an ordinance adjusting Councilmember salaries from $345 to $500 per month, as reflected in Madera Municipal Code Section §2-1.05. City Council salaries have not been adjusted since March 2014.

Under California Government Code §36516, which governs General Law cities, the City Council may adopt an ordinance to increase the current salary. However, any increase would not take effect until after the next general municipal election, when the new term of office for any Councilmember begins.

DISCUSSION:

While adjusting Councilmember salaries is not mandated by either the Madera Municipal Code (§2-1.05) or State of California Government Code (§36516), periodic adjustments help maintain the value of compensation by keeping pace with inflation and reducing the likelihood of significant, controversial increases. Regular adjustments ensure fairness, support recruitment and retention, and provide predictable budgeting.

Councilmembers' commitment often includes meeting with constituents, attending evening and weekend meetings, and participating in events outside traditional work hours, which can take them away from their businesses, jobs, or families. Therefore, it is reasonable that they receive compensation, albeit minimal. Additionally, not adjusting salaries may discourage candidates from serving and create perceived inequities compared to comparable cities.

Today, Councilmembers are also eligible to receive medical benefits comparable to those provided to City employees and no changes to this are proposed as part of this item.

Process of establishing Council salaries:

As it relates to the City, California Government Code §36516 allows the City Council to enact an ordinance establishing salaries for Councilmembers, with a maximum limit based on population size. Senate Bill (SB) 329, approved on June 29, 2023 by Governor Newsome, amended Government Code §36516, increasing the maximum allowable salary of Councilmembers in General Law cities which had not been adjusted since 1984. One goal of SB 329 is to help keep City Councils more diverse by allowing people from different income levels to serve and continue to support their families.

SB 329 amended the salary from $500 per month up to $1,600 per month for cities with a population between 50,000 and 75,000 which Madera falls within.

SB 329 also allows Councilmember salaries to increase beyond the specified maximum, provided the increase does not exceed:

A. An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

or

B. An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

Potential Options:

The City's Municipal Code authorizes that City Council salaries be set in accordance with State law, the Council may choose to:

1. Make no changes to the current compensation. Under this scenario, Councilmembers will continue to receive a monthly stipend $500 per month.

2. Increase compensation by 5 percent for each calendar year from the operative date of the last adjustment of the salary, which would increase the monthly salary to $800 per month per Table 1.

Table 1: *Historical and Projected Council Compensation Adjustments (Assuming 5% Annual Increase)*

Year	Salary	% Increase	Cumulative Increase from 2014
2014	$500	-	Base Year
2015	$525	5%	$25
2016	$550	5%	$50
2017	$575	5%	$75
2018	$600	5%	$100
2019	$625	5%	$125
2020	$650	5%	$150
2021	$675	5%	$175
2022	$700	5%	$200
2023	$725	5%	$225
2024	$750	5%	$250
2025	$775	5%	$275
2026	$800	5%	$300

3. Increase compensation by a lower amount as decided by the Council.

Why can't Council set its salary at $1,600 per month?

California Government Code §36516 allows cities of Madera's size to compensate Councilmembers up to $1,600 per month. Both State law and the City's Municipal Code (MMC §2-1.05) place general limitations of a 5 percent increase for each calendar year since the last adjustment. Further, unless this amount is actually implemented annually (which is unusual as automatic salary increases are not allowed) as a practical matter this 5 percent is not

compounded. Instead, the 5 percent increase is calculated by multiplying the maximum adjustment of 5 percent by the number of calendar years that have elapsed since the last compensation adjustment. What this means is that as a practical matter actual compensation adjustments of no more than 5 percent is actually less than if that amount had been received every year. Additionally, inflation has exceeded 5 percent in recent years. As a result, State law was recently amended to allow for an alternate calculation to include an amount equal to inflation from January of 2024, based on the California Consumer Price Index, which cannot exceed 10 percent per year. It is possible to increase compensation more than the 5 percent per year increase or CPI not to exceed 10%, but only through voter approval as contemplated by Government Code §36516.

Can Salaries be Automatically Adjusted in the Future?

Local government ordinances, such as Madera's, cannot provide for automatic adjustments in Councilmember salaries. More specifically, Government Code §36516(a)(5) states "[N]o ordinance shall be enacted or amended to provide automatic future increases in salary."

Effective Date:

Should the Council approve an amendment to the salary schedule, per MMC § 2-1.06:

> *"[T]he salary of Council members when increased or decreased shall become payable only on and after the date upon which one or more members of the Council become eligible therefor by virtue of beginning a new term of office following the next succeeding general municipal election held in the city."*

Thus, the new salaries will not be effective until after the results of the November 2026 municipal election are certified in December 2026 and the new terms of elected Councilmembers begin.

Accordingly, the effective date for the proposed salary adjustment would be January 1, 2027.

FINANCIAL IMPACT:

The proposed salary adjustments would take effect after newly elected Councilmembers are seated in late 2026 and into 2027. Any cost increases will be incorporated into the FY 2026-27 budget, and no additional appropriation is required at this time.

ATTACHMENTS:

1. Proposed Ordinance of the City Council of the City of Madera Adjusting the Compensation for the City Council by Amending Madera Municipal Code Section 2.1.05 by Title Only

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA ADJUSTING THE COMPENSATION FOR THE CITY COUNCIL BY AMENDING MADERA MUNICIPAL CODE SECTION 2.1.05

WHEREAS, in 2014 Madera Municipal Code Section 2.1.05 was adopted which set City Councilmember compensation at $500 per month; and

WHEREAS, despite the passage of over a decade, Councilmember compensation has not been adjusted; and

WHEREAS, Government Code Sections 36516 and 36516.5 authorize the City to adjust the base compensation of the Councilmembers, including the Mayor, in accordance with a statutory formula; provided, however, that any change shall not become effective until one or more Councilmembers commences a new term; and

WHEREAS, the offices of the Mayor and Councilmember require officeholders to commit significant personal time to carry out the duties of each respective office, including, but not limited to, attendance at City events, participation in the governing bodies of outside boards and commissions, performing ceremonial roles, and other important activities on behalf of the City; and

WHEREAS, adjusting compensation will make it easier for the average City resident to serve in the offices of Mayor and/or Councilmember due to inflation and increased costs of living; and

WHEREAS, based upon the forgoing, the City Council desires to adjust the compensation of the Mayor and Councilmembers in accordance with the Government Code.

NOW THEREFORE, the City Council of the City of Madera does ordain as follows:

SECTION 1. The above recitals are hereby incorporated by reference.

SECTION 2. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Section 2-1.05 of Chapter 1 of Title II of the Madera Municipal Code is hereby amended to read in its entirety as follows:

§ 2-1.05 COUNCIL SALARIES.

From and after January 1, 2027, each member of the City Council shall receive a salary in the amount of $800 per month as authorized in Cal. Gov't Code § 36516

for cities up to 75,000 in population, and which authorizes a 5% increase for each calendar year since the last enactment of this section, which was 2014, which shall be payable at the same time and in the same manner as salaries paid to other officers and employees of the city. Beginning in January of 2027 and in every fourth year thereafter, the City Council shall, at its first regularly held meeting in the month of January, conduct a review of Council salaries to determine whether the salary level is appropriate.

SECTION 4: If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 5: This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

* * * * * * *

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-8

SUBJECT:

Appointment of City representative to the Board of Trustees of the Madera County Mosquito and Vector Control District

RECOMMENDATION:

Adopt a Resolution appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District for an additional two-year term

SUMMARY:

The attached letter was received from the Madera County Mosquito and Vector Control District (District) requesting consideration of appointing Donald Horal to a new term as the City's representative on the District's Board of Trustees. After consideration, Mayor Gallegos would like to appoint Donald Horal to a new term.

The Board of Trustees for the District is comprised of seven members, and the City has one representative on the Board of Trustees. The selected individual must be a registered voter and resident of the City.

Mr. Horal was appointed as the City's representative by the Council on December 20, 2023, for a two-year term. Mr. Horal's current term sunsets on January 1, 2026. Mr. Horal has been serving two-year terms as the City's representative since March 15, 2006 and has expressed an interest in continuing to serve.

FINANCIAL IMPACT:

There is no financial impact to the City of Madera. Board Members receive a monthly stipend of $100 per month from the District.

ALTERNATIVES:

1. Should the Council not adopt the resolution to appoint Donald Horal, staff will request that the Council submit a new nomination(s) for action at a future meeting.

ATTACHMENTS:

1. Resolution
2. Letter from Madera County Mosquito and Vector Control District

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING DONALD HORAL TO THE BOARD OF TRUSTEES OF THE MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

WHEREAS, Division 3, Chapter 1, of the California Health and Safety Code (the "Law") sets forth the provisions for the creation and formation of the Madera County Mosquito and Vector Control District, its Board of Trustees, and selection of its members to the Board of Trustees; and

WHEREAS, the Law sets forth appointment and membership requirements, terms of office and removal of trustees to the Madera County Mosquito and Vector Control District; and

WHEREAS, Section 2021(b) of the Law authorizes the governing body of the City of Madera to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the City Council of the City of Madera is the governing body within the electorate of the City of Madera and authorized to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the term of office of the City's current representative on the Board of Trustees of the Madera County Mosquito and Vector Control District expires January 1, 2026; and

WHEREAS, it is the desire and intention of the Madera City Council to appoint Donald Horal as its representative to the Madera County Mosquito and Vector Control District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. Donald Horal is hereby appointed to the Office of Trustee to the Board of Trustees of the Madera County Mosquito and Vector Control District.

3. The term of appointment shall be through January 1, 2028.

4. This resolution is effective immediately upon adoption.

****

Madera County Mosquito & Vector Control District
District Manager- Teresa Hamilton
3105 Airport Drive
Madera, California 93637
Telephone: (559) 662-8880
Fax: (559) 662-8883
Email: thamilton@maderamosq.com

Board Of Trustees
Jeff Coulthard, District 1
Nick Salinas, District 2
Jeff Barajas, District 3
Jay Mahil, District 4
David Thorpe, District 5
David Bump, City of Chowchilla
Donald Horal, City of Madera

December 03, 2025

Dear Alicia,

The District's Board Member Donald Horal's term representing the City of Madera as Trustee appointed by the City Council is expiring in January 2025. Please put this on the City Council's Agenda for approval as soon as possible.

Best Regards

Teresa Hamilton
District Manager

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-9

SUBJECT:

Treatment of Customer Payments Requiring Penny Denominations

RECOMMENDATION:

Adopt a minute order authorizing staff to issue a credit on a future City bill to customers where a customer's payment would require providing change in penny denominations

SUMMARY:

In February 2025, President Donald Trump directed the Treasury Secretary to discontinue the production of pennies, citing cost reasons. The final new pennies were minted in November 2025. With no new pennies entering into circulation, their availability will decline and is expected to diminish over the next couple of years. As a result, many businesses have begun rounding transactions to the nearest nickel.

City staff evaluated whether rounding should be applied to payments received for City-issued bills; however, staff recommends treating any overpayment as a credit to be applied to a future City-issued bill. This will ensure that the City is appropriately collecting rates and not overcharging or undercharging its customers.

DISCUSSION:

The penny has been used by the Unites States as legal tender for over 200 years. While the penny remains legal tender, the issuance of new pennies ceased in November 2025, per the February 2025 direction of President Donald Trump to the Treasury Secretary. The reason for the President's decision to cease production of the penny was related to the cost of production. As of the time the direction was provided, it cost almost four cents to produce a coin with a value of one cent.

In conjunction with the cessation of penny production, the Federal Reserve suspended filling penny orders at its regional distribution sites. In response to the Federal Reserve's actions, Brinks (the City's armored car service) has informed its customers that it expects it will become more difficult over the next year to fulfill cash orders that include pennies. Brinks has also indicated that, should pennies be unavailable, they will fulfill coin orders without pennies to avoid delays in service to their customers.

As a result of these actions, City staff has been strategizing how to address the operational issues that arise from the penny's discontinuance. Staff initially considered rounding all bills to the nearest five cents, as is being done by several business. However, staff came to the conclusion that rounding would not be the best option for a couple of reasons:

- Rounding for customers paying cash would be inequitable for customers who either pay online or in-person with a credit card or check, because those latter customers would still be paying the exact amount of their bill (including one cent amounts).
- There may be some legal issues associated with rounding charged amounts.

Instead of rounding, staff is recommending that in the event that exact change cannot be provided on a cash payment of a City-issued bill due to the lack of pennies, any change not returned to the customer will be treated as an overpayment and reflected as a credit on a subsequent City bill.

Staff anticipates that some customers may become frustrated with the change in practice; however, without pennies, it will become increasingly difficult to provide exact change. In addition, the City cannot undercharge customers, as doing so could be considered a gift of public funds.

In anticipation of this transition, City staff will install signs in English and Spanish at all its public counters informing customers of this new policy. The signs will also contain a statement encouraging customers to pay with exact change to avoid the need for credits on future bills.

It should be noted that legislation has been introduced in Congress to make rounding the sole legal response when a customer does not tender exact change. However, it is uncertain whether this legislation will be enacted, as the penny remains legal tender. In the event that rounding legislation is passed, City staff will adjust City policy to conform with federal law.

FINANCIAL IMPACT:

The financial impact associated with issuing credits for overpayments resulting from the lack of exact change is expected to be minimal. Any overpayments will be recorded as a liability on the customer's account and applied to a future City-issued bill, resulting in no net loss to the City.

ALTERNATIVES:

Council may direct staff to round payments to the nearest five cents.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-10

SUBJECT:

Budget Amendment to Appropriate Highway Bridge Program (HBP) Funds to the Fiscal Year 2025/26 Budget

RECOMMENDATION:

Adopt a Resolution to appropriate Highway Bridge Program funds to the Fiscal Year 2025/26 Budget for the Clark Street Bridge

SUMMARY:

This is a housekeeping item to appropriate HBP funds intended to be included in the Fiscal Year (FY) 2025/26 Budget for the reconstruction of the Clark Street bridge.

BACKGROUND:

The HBP program provides federal funds through Caltrans to replace or rehabilitate highway bridges, as determined by Caltrans. The Clark Street bridge had been included in the City's Capital Improvement Program (CIP) cycles through the Bridge Preventative Maintenance Program (BPMP). The bridge was removed from the BPMP program and added to the HBP program due to the bridge's decline in condition based on assessments by the California Department of Transportation (Caltrans).

Beginning in FY 2023/24, HBP funds had been appropriated for replacement of the Clark Street Bridge (CIP Project B-000006). Thus, staff had initiated preliminary engineering efforts and associated environmental reviews. However, the bridge was destroyed by a fire on the morning of February 13, 2025. This project has moved up in priority for delivery because of the impacts of the closed roadway.

HBP funds for $348,808 are currently programmed in the FY 2025/26 CIP for the replacement of the Clark Street Bridge (CIP Project B-000006). During the FY 2025/26 budget process, the associated HBP appropriations were inadvertently omitted in the adopted FY 2025/26 Budget. This item adds the required funding to keep the project moving forward.

Reimbursable costs for project administration and preliminary engineering are accruing. Additionally, it is staff's intent to award a contract for engineering services for the project this fiscal year. Because of this, staff is recommending approval of a budget amendment appropriating $348,808 in HBP funds to the FY 2025/26 Budget prior to other opportunities such as mid-year or annual budget processes.

FINANCIAL IMPACT:

This amendment allows the use of HBP funds for this project thus reducing potential impacts on the City's General Fund or local transportation funding sources.

ALTERNATIVES

Council may defer action until the mid-year budget process, subject to one occurring this year.

ATTACHMENTS:

1. Resolution - Appropriation of Highway Bridge Program (HBP) funds
   Exhibit A - Budget Amendment

Attachment 1

Resolution
Appropriation of Highway Bridge Program (HBP) funds

RESOLUTION NO. 25-_____

A RESOLUTION APPROVING THE APPROPRIATION OF HIGHWAY BRIDGE PROGRAM (HBP) FUNDS TO THE FISCAL YEAR 2025/26 BUDGET

WHEREAS, a project to replace the Clark Street Bridge utilizing Highway Bridge Program (HBP) funds is programmed in the Fiscal Year (FY) 2025/26 Capital Improvement Program (CIP); and

WHEREAS, HBP funds are required to move the project forward this fiscal year and have been programmed by Caltrans for the Clark Street Bridge Project; and

WHEREAS, the City desires to add these funds to the current FY 2025/26 Budget; and

WHEREAS, appropriation of these funds to the FY 2025/26 Budget requires a budget amendment.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.

2. The budget amendment as shown in Exhibit A, attached hereto and incorporated herein, is approved.

3. A signed copy of this Resolution shall be placed on file with the Director of Financial Services, who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.

4. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Budget Amendment

EXHIBIT A

CITY OF MADERA

Budget Appropriations: Res. 25-_____

Budget Transfer & Amendment for Fiscal Year 2025/26

FUND	ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	(+)	(-)
Federal Urban Aid Grant	41705735	4434		Grants		$ 348,808
	41705735	7050		Construction/Infrastructure	348,808	
					$ 348,808	**$ 348,808**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

_____
Will Tackett, Community Development Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: ___B-11_____

SUBJECT:

Consider an Amendment to the Professional Services Agreement with Fire Safety Solutions

RECOMMENDATION:

Adopt a resolution of the Council of the City of Madera approving a Fourth Amendment to the Professional Services Agreement with Fire Safety Solutions, Inc. for Building and Fire Plan Review and Inspection Services

SUMMARY:

The City of Madera (City) and Fire Safety Solutions, Inc. (formerly Fire Safety Solutions, LLC). (Consultant) are parties to an effective Professional Services Agreement (Agreement) approved by the Madera City Council on February 20, 2008, through passage of Madera City Council Resolution No. 08-38.

The Third Amendment is set to expire on January 1, 2026. City and Consultant desire to enter into this Fourth Amendment in order continue meeting customer and industry expectations and timeliness for delivery of Building Department plan review and inspection services.

Building Department staff have prepared the Fourth Amendment to the Professional Services Agreement by and between the City of Madera and Fire Safety Solutions (Fourth Amendment), included as Exhibit A to the Resolution attached to this report, in order to set forth and approve amendments to include a proposed term/expiration date of July 1, 2026, for the Agreement.

BACKGROUND:

The original Agreement did not include a sunset clause or length of term relative to an expiration date, number of effective years, or not-to-exceed compensation limitation. Therefore, the First Amendment included a term/expiration date of January 1, 2025, for the Agreement. The Second

Amendment included a six-month extension resulting in a term/expiration date of July 1, 2025, for the Agreement. The Third Amendment included a six-month extension resulting in a term/expiration date of January 1, 2026. Now, this fourth Amendment proposes an additional six-month extension resulting in a term/expiration date of July 1, 2026, for the Agreement.

Section 6.7 of the Agreement allows City and Fire Safety Solutions to effectuate modifications or amendments to the Original Professional Services Agreement only by a subsequent written agreement signed by both parties. Staff and Consultant have discussed the revised terms presented in this Fourth Amendment, to which the Consultant is agreeable. Except as amended with respect to the term/expiration date of the Agreement (i.e., six-month extension), all other terms and conditions of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 will remain in full force and effect.

Workload volumes and staff resources require supplemental contracted consultant services in order to meet customer and industry expectations and timeliness for delivery of Building Department plan review and inspection services. Fire Safety Solutions has performed its duties and scope of services in an exemplary manner and has invested time and effort in building a positive reputation and rapport with the City of Madera's customers. Staff recommend the Council approve the proposed Fourth Amendment in accordance with the terms and spirit of the provisions of the original agreement. Such approval will help the City ensure Building Department services may continue to be provided in a qualitative manner for its customers.

FINANCIAL IMPACT:

There is no fiscal impact associated with the recommended action. Utilization of professional contracted services was anticipated and budgeted by the Building Department in the approved City of Madera 2025/26 Fiscal Year budget. The term of the proposed Fourth Amendment would end concurrently with the 2025/26 Fiscal Year.

ALTERNATIVES:

The Council may propose any such alternative terms or provisions in its motion; or, may elect to continue the item (to a future time and date certain) and/or refer the item back to staff, with further direction or requests for additional information, negotiations, or amendments.

ATTACHMENTS:

1. Resolution approving a Fourth Amendment to the Professional Services Agreement with Fire Safety Solutions, Inc. for Building and Fire Plan Review and Inspection Service; including:

   Exhibit A: Fourth Amendment to the Professional Services Agreement by and between City of Madera and Fire Safety Solutions

ATTACHMENT 1

Resolution Approving a Fourth Amendment to the Professional Services Agreement with Fire Safety Solutions, Inc. for Building and Fire Plan Review and Inspection Service

Including:

Exhibit A: Fourth Amendment to the Professional Services Agreement
by and between City of Madera and Fire Safety Solutions

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FIRE SAFETY SOLUTIONS, INC. FOR BUILDING AND FIRE PLAN REVIEW AND INSPECTION SERVICES.

WHEREAS, the City of Madera is committed to protecting public health, safety, welfare and environment, and as such, desires to provide professional fire and building plan review and inspection services; and

WHEREAS, existing staff persons are not available to provide the full range of services necessary to perform all duties related to professional fire and building plan review and inspection services; and

WHEREAS, the City of Madera (the "City") and Fire Safety Solutions, Inc. (formerly Fire Safety Solutions, LLC). (the "Consultant") are parties to that certain Professional Services Agreement, approved by the Madera City Council on February 20, 2008, through passage of Madera City Council Resolution No. 08-38, and subsequently executed (the "Professional Services Agreement"); and

WHEREAS, the provisions of the Professional Services Agreement allow City and the Consultant to effectuate modifications or amendments to the Professional Services Agreement only by a subsequent written agreement signed by both parties; and

WHEREAS, the City and Consultant desire to enter into a Fourth Amendment to the Professional Services Agreement (the "Fourth Amendment") in order to set forth and approve amendments to include a proposed term/expiration date of July 1, 2026, for the Agreement; and

WHEREAS, approval of the Fourth Amendment to the Professional Services Agreement by and between the City and Consultant would continue to ensure City availability to sufficient resources to continue to provide for these services; and

WHEREAS, sufficient monies exist within budgeted Contracted Services funds reserved for use by the Building Department.

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

1. The above recitals are true and correct.

2. The City Council approves the attached Fourth Amendment to the Professional Services Agreement by and between the City of Madera and Fire Safety Solutions Inc., to perform professional fire and building plan review and inspection services (Exhibit "A") and authorizes the Mayor to execute the same.

3. This Resolution is effective immediately upon adoption.

* * * * *

Attachments:

Exhibit “A”: Fourth Amendment to the Professional Services Agreement by and between the City of Madera and Fire Safety Solutions, Inc.

EXHIBIT A

FOURTH AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF MADERA AND FIRE SAFETY SOLUTIONS

This Fourth Amendment to the Professional Services Agreement by and between the City of Madera and Fire Safety Solutions, LLC (the **"Fourth Amendment"**) is entered into by and between the CITY OF MADERA, a municipal corporation, organized and existing pursuant to the laws of the State of California and the City of Madera (the **"City" or "Agency"**), on the one hand, and FIRE SAFETY SOLUTIONS, INC. (formerly Fire Safety Solutions, LLC) on the other hand and hereinafter referred to as the "**Consultant**". This Fourth Amendment shall become effective upon the final signature date of execution by both parties (the "**Fourth Amendment Date**"). The City and Consultant enter into this Fourth Amendment with reference to the following facts:

R E C I T A L S

A. City and Consultant are parties to that certain Professional Services Agreement, dated as of February 20, 2008, that was passed, adopted, and recorded in the Official Records of City of Madera, on February 20, 2008, as Resolution No. 08-38 (the **"Original Professional Services Agreement"**).

B. Section 6.7 of the Professional Services Agreement allows City and the Consultant to effectuate modifications or amendments to the Original Professional Services Agreement only by a subsequent written agreement signed by both parties.

C. The parties subsequently entered into a Third Amendment, and the Original Professional Services Agreement as amended is set to expire on January 1, 2026.

D. City and Consultant desire to enter into this Fourth Amendment in order to extend the term/expiration date of the Original Professional Services Agreement as amended.

NOW THEREFORE, with reference to the above Recitals, the City and Consultant agree as follows:

A G R E E M E N T

1. Recitals. Each and all of the foregoing recitals of background facts are incorporated herein by this reference as though set forth herein verbatim.

2. Term of Amended Professional Services Agreement. Section 4.2 (Term of Contract) is added to Article 4 (TERMINATION) of the Original Professional Services Agreement to read in its entirety as follows:

4.2 Term of Contract

If not previously terminated, the term of this Agreement shall automatically expire and terminate on July 1, 2026, unless extended in writing by mutual consent of the Parties.

3. Conflict. Except as expressly provided in this Fourth Amendment the remaining terms of the Original Professional Services Agreement as amended by the First Amendment and as amended by the Second Amendment and as amended by the Third Amendment shall remain in full force and effect.

4. Binding and Effective. This Fourth Amendment shall become binding and effective as of December 17, 2025.

[SIGNATURES ARE ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment at Madera, California, on the day and year first above written.

CITY OF MADERA:

By: _____
Cecelia K. Gallegos, Mayor

Date: _____

FIRE SAFETY SOLUTIONS:

By: _____
Matthew S. Tarr, CEO

Date: _____

Number: _____
Federal Employer Identification

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-12

SUBJECT:

Agreement with David J. Boyle Electric Shop, LLC for Construction Services on the Transit Center

RECOMMENDATION:

Adopt a Resolution approving an agreement with David J. Boyle Electric Shop, LLC for the construction of an entrance canopy at Madera Transit Center for $76,100 plus a 10 percent contingency amount for potential extra services with a not to exceed amount of $83,710

SUMMARY:

The City released an Informal Invitation for Bid (IFB) soliciting bids to construct a canopy at the entrance of the Madera Transit Center.

In accordance with local procurement policies, the City completed the procurement process for construction services of the canopy. As a result of the process, staff recommends entering into an agreement with David J. Boyle Electric Shop, LLC for the installation of a canopy at the Madera Transit Center.

DISCUSSION:

The Madera Transit Center is located at 1951 Independence Drive. It houses Madera Metro's fleet and functions as the administrative office for the City's transit operator, MV Transportation Inc. Since the completion of the Madera Transit Center in 2021, it has been brought to staff's attention that the east doorway is negatively impacted by inclement weather. Specifically, the facility's east door handle becomes too hot in the summer to touch without protective coverings. This door is routinely used by bus drivers accessing the building. Adding a canopy will provide shade while preventing the door handle from reaching an excessive temperature. It will also provide refuge from the rain.

Scope of Work

The project scope of work includes the construction of a new entrance canopy at the Madera Transit Center. The contractor shall provide all required tools and equipment required to construct the canopy. Additionally, the contractor will prepare the site for installation. This may include site clearing as well as installing any required electrical wiring. It will also include framing the roof for the canopy, installing steel columns, and installing rain gutters among other construction requirements. The color of the canopy will match the existing color of the Transit Center.

All parts, materials, travel, and labor were included in the Contractor's bid. All labor costs were bid at prevailing wage. All parts and materials furnished under award of this IFB shall be new, unused, and the same as the manufacturer's current production model. The Contractor shall provide cost submittals as required by the various bid items within the first 30 days.

The Engineers' Opinion of Cost for this project is $82,500. This Opinion of Cost includes all parts and labor estimated to be needed to complete the project.

Procurement Process

The City released an Informal Invitation for Bid (IFB), No. 202526-06 on September 10, 2025. The IFB was posted on the City's electronic bidding platform, PlanetBids. PlanetBids notified 81 potential firms that were registered with the City. To further expand outreach, staff mailed 209 IFB notifications to A and B-Licensed contractors in Madera identified through the Contractors State License Board (CSLB) website. Additionally, 66 firms registered on the City's informal construction bid list (10 of which were in Madera) were also emailed. IFB notifications were also emailed to six contractor plan rooms.

Five proposals were received. Two proposals were declared unresponsive as the cost proposals were above the engineer's estimate. The remaining three proposals were evaluated by a committee made up of City staff. The committee ranked the proposals by responsiveness and cost. After evaluation, the committee determined that David J. Boyle Electric Shop, LLC had the lowest bid, and was thus the most responsive bidder. The following table shows the bidders and their proposed prices for the project.

Table 1 – Cost Proposals	
Vendor	*Cost Proposal*
David J. Boyle Electric Shop, LLC	$76,100
New Century Construction & Consulting, Inc.	$80,300
RRR Pirooz Engineering	$81,000
*Everett Engineering	$98,000
*A.M.V. Construction, Inc.	$119,096
**Proposal considered unresponsive because the cost proposal is above the Engineer's Cost Estimate.*	

The Agreement (Exhibit 1) with David J. Boyle Electric Shop, LLC for the requested services is effective upon Council approval, with an expected completion date of February 27, 2026. Including a 10 percent contingency for unforeseen conditions, the total cost proposal is $83,710.

FINANCIAL IMPACT:

The Agreement with David J. Boyle Electric Shop, LLC for the construction of a canopy at the Madera Transit Center will be supported with Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) and State of Good Repair (SGR) funds and will not impact the City's General Fund. Funding for this project was approved in the City's FY 2025/2026 Adopted Budget.

ALTERNATIVES:

As an alternative, Council may:

1. Not approve the proposed Agreement.
2. Direct staff to re-release an IFB for construction services of a canopy at the Madera Transit Center.

ATTACHMENTS:

1. Resolution Approving the Construction Agreement with David J. Boyle Electric Shop, LLC.
    a. Exhibit 1 – Construction Agreement
        i. Exhibit A – Contractor Complete Bid as submitted on 10/21/2025
        ii. Exhibit B – Addenda No. 1, dated 10/07/2025
        iii. Exhibit C - Addenda No. 2, dated 10/08/2025
        iv. Exhibit D – Addenda No. 3, dated 10/14/2025
        v. Exhibit E - Insurance Requirements for Contractors as specified in IFB
        vi. Exhibit F - IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT FOR CONSTRUCTION SERVICES OF A CANOPY AT THE MADERA TRANSIT CENTER WITH DAVID J. BOYLE ELECTRIC SHOP, LLC. FOR $76,100 AND 10 PERCENT CONTINGENCY AMOUNT FOR A NOT TO EXCEED AMOUNT OF $83,710

WHEREAS, the City plans to add a canopy to the Madera Transit Center, hereinafter called "Project"; and

WHEREAS, the City needs the services of a construction firm to manage and install the Project; and

WHEREAS, the City engaged in an Informal Invitation for Bid (IFB) process thereon; and

WHEREAS, the City received five bids for this project; and

WHEREAS, an evaluation committee made up of City staff reviewed the bids that were received for responsiveness and cost; and

WHEREAS, the evaluation committee determined that David J. Boyle Electric Shop, LLC is qualified and certified to provide the required construction services and is knowledgeable of the principals and practices of the industry associated with the installation of a canopy; and

WHEREAS, the City desires to enter an agreement with David J. Boyle Electric Shop, LLC, for such services.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council awards and approves the agreement for Construction Services for the installation of a canopy at the Madera Transit Center with David J. Boyle Electric Shop, LLC which is attached hereto and incorporated by reference as Exhibit 1.
3. This resolution is effective immediately upon adoption.

*****

Exhibit 1

CONSTRUCTION AGREEMENT
IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER" or "CITY"** and David J. Boyle Electric Shop, LLC, doing business as (an individual), or (a partnership), or (a corporation), hereinafter **"CONTRACTOR"** and collectively called **"Parties."** The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center**."

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work; Term of Agreement. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED, as agreed upon by OWNER and CONTRACTOR during the pre-construction meeting** and will complete the same within **Seventy-five (75) Working Days**. The **CONTRACTOR** shall submit a Payment Bond in the amount of **$76,100.00**, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within fifteen (15) working days after being notified of the award of the contract, and before OWNER executes this AGREEMENT.

This Agreement shall be effective on December 17, 2025, after approval by the City Council at a duly scheduled meeting thereof.

4. The Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum not to exceed **Seventy-Six Thousand One Hundred Dollars and Zero Cents ($76,100.00)** ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS. WORK** performed **at** unit prices proposed in the **CONTRACT DOCUMENTS** will be paid based on actual quantities of work performed and accepted.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following **CONTRACT DOCUMENTS**, attached thereto and incorporated herein as **Exhibits A through F:**

(A) CONTRACTOR Complete Bid as Submitted on 10/21/2025
(B) Addenda No. 1, dated 10/07/2025
(C) Addenda No. 2, dated 10/08/2025
(D) Addenda No. 3, dated 10/14/2025

(E) Insurance Requirements for Contractors as specified in IFB

(F) IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **four hundred dollars ($400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. Disputes. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. Seq*.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
ii. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
iii. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 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.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a

written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council 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, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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, the Owner 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 the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, 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.

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

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in 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 Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A

subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. Workers' Compensation. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER and shall be made available for viewing to any interested party upon

request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor 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 Relation. 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 and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records 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 in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

14. Apprentices. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR**. It is the **CONTRACTOR'S** responsibility to ensure compliance by both it and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be

provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

16. Subcontracting. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

17. Change Orders. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a change order and approved and signed by the **OWNER or the Owner's Designated Project Manager** and the **CONTRACTOR**. It is specifically agreed that the **OWNER or the Owner's Designated Project Manager** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This Agreement shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity

agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

19. Insurance. Contractor must comply with the insurance requirements as described in Exhibit E, Insurance Requirements for Contractors as specified in IFB.

20. Amendments. Any changes to this Agreement requested by either City or **CONTRACTOR** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

(a) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

(b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

(d) Fails to prosecute the Work according to the schedule approved by the City;

(e) Disregards laws or regulations of any public body having jurisdiction; or

(f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

2. Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

(a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of

18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

3. Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

4. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will

review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

B. Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

1. Notice: The Owner will issue a written notice of termination for convenience as follows:

Personal delivery, with proof of delivery, which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or,

Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the

Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment: The Contractor will be paid without duplication for:

(a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

(b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(c) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:

David Boyle
David J. Boyle Electric Shop, LLC
308 South D Street
Madera, CA 93638

All notices and communications from CONTRACTOR shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Warranty. Contractor warrants to OWNER that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all

deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

25. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **CONTRACTOR** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **CONTRACTOR** is a duly organized and legally existing corporation in good standing in the State of California.

28. Remedies for Default. Failure by a party to perform any term, condition or

covenant required of the party under this Agreement shall constitute a “default” of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City’s officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, **CONTRACTOR** shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City’s employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

32. Caltrans Authority. Caltrans is required by 23 Code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency’s adherence to the FHWA’s Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

33. Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed original on the date first above written.

CITY OF MADERA (OWNER)

By: _____
Cecelia K. Gallegos, Mayor

Date: _____

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

Date: _____

ATTEST:

_____
Alicia Gonzales, City Clerk

Date: _____

DAVID BOYLE ELECTRIC

By: _____
Contractor (signature)

Date: _____

_____
Printed Name and Title

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

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 _____, 2025 before me, _____
(insert name and title of officer)

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 _____ (Seal)

Exhibit A

INCLUDE THIS PAGE WITH BID

Bidder Checklist

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID PROPOSAL. Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED WITH BID SUBMITTAL" column for bids to be considered responsive.

If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

REQUIRED WITH BID SUBMITTAL

[X] 1. **BID PROPOSAL FORM**
[X] 2. **BID SCHEDULE**
[X] 3. **SIGNATURE PAGE**
[X] 4. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 5. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** attached to front of Proposal in the form of:

- [ ] Certified Check [X] Bidder's Bond (submitted on form in this IFB)
- [ ] Cashier's Check [ ] Irrevocable Letter of Credit
- [ ] Certificate of Deposit

[X] 6. **CERTIFICATION (Comptroller General's List)**
[X] 7. **NONCOLLUSION AFFIDAVIT**
[X] 8. **PUBLIC CONTRACT CODE**
[X] 9. **DEBARMENT AND SUSPENSION CERTIFICATION**
[X] 10. **EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION**
[X] 11. **CALIFORNIA AIR RESOURCES BOARD (CARB) OFF-ROAD DIESEL FLEET COMPLIANCE (DOORS CERTIFICATION)**
[X] 12. **DISCLOSURE OF CONFLICT-OF-INTEREST FORM**
[X] 13. **REFERENCE FORM**
[X] 14. **ADDENDA** – Signature page of all Addenda issued

SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:

[X] **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal to be submitted via email to jstickman@madera.gov no sooner than bid submittal date and time, and no later than three business days from the date of the bid opening.

[X] **COMPLETE BID AND ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINAL delivered to ATTN: Jennifer Stickman, City of Madera, 205 East 4th Street, Madera, Ca 93637)**

Exhibit A

INCLUDE THIS PAGE WITH BID

Bid Bond

BOND NUMBER: BB638748

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, _____
DAVID J BOYLE ELECTRIC SHOP LLC as Principal, and Jet Insurance Company as Surety, are hereby held and firmly bound unto City of Madera as Owner in the penal sum of $9,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 15th day of October, 2025. The condition of the above obligation is such that whereas the Principal has submitted to City Of Madera a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

"Informal IFB 202526-06, Construction of Entrance Canopy at the Madera Transit Center"

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: David J Boyle Electric Shop LLC (L.S.) By: David J Boyle

Surety: Jet Insurance Company

By: _____
(Seal and Notarial Acknowledge of Surety)
David Gonsalves, Attorney in Fact

JET INSURANCE COMPANY CORPORATE SEAL NORTH CAROLINA

Exhibit A

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 Sacramento)

On 10/15/2025 before me, Sara Holt
(insert name and title of the officer)

personally appeared David Gonsalves,
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.

SARA C. HOLT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
September 11, 2027

Signature Sara C. Holt (Seal)

Bond Number: BB638748

Exhibit A

JET INSURANCE COMPANY

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **JET INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name	Limit of Liability per Bond
David Gonsalves	**$9,000.00**

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **JET INSURANCE COMPANY** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of **JET INSURANCE COMPANY** by unanimous written consent dated August 03, 2018, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 3, 2018, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **JET INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 17th day of May, 2023.

SEAL

JET INSURANCE COMPANY

Spencer Siino, President

Richard Popp, Secretary

STATE OF NORTH CAROLINA
County of Mecklenburg

On this 17th day of May, 2023 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C. Holt
Notary Public, State of North Carolina
County of Mecklenburg
My Commission Expires 09/11/2027

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.

SARA C. HOLT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
September 11, 2027

I, Richard Popp, Secretary of **JET INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **JET INSURANCE COMPANY**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 15th day of October, 2025.

SEAL

Richard Popp, Secretary

Exhibit A

INCLUDE THIS PAGE WITH BID

Bid Proposal Form
for
Informal IFB 202526-06
Construction of Entrance Canopy at the Madera Transit Center

Bid proposal of Boyle Electric (hereinafter called "BIDDER"), organized and existing under the laws of the State of CA, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "OWNER"):
In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for **"Informal IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center"** strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **Seventy-five (75) Working Days.**

BIDDER further agrees to pay as liquidated damages, the sum of **$400** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No. 1, dated 10-7, 2025
No. 2, dated 10-8, 2025
No. _____, dated _____, 2025

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

Exhibit A

INCLUDE THIS PAGE WITH BID

Bid Schedule

The following Bid Schedule lists the items necessary to complete the work. Each item is all inclusive and must include the total cost of labor and materials necessary to complete the work. Bidder will fully complete the schedule including the amount in words of EACH ITEM. If the unit price of any item is inconsistent with the amount in words, the amount in words shall prevail. Payment of each item will be based on the actual quantity, except for those items bid lump sum and those items that are noted as fixed quantities.

BID SCHEDULE

Item	Description	Unit of Measure	Approx. Qty	Unit Price ($)	Total Amount
1	Mobilization, Bonds, Insurance and Permits (not to exceed $3,000)	LS	1	2,800.	2800.
2	Clearing & Grubbing – Removal of existing Landscaping & Relocation of Existing Sprinklers as Required for Installation of Canopy Footings (as per Plans)	LS	1	2,400.	2,400
3	Remove Existing Concrete Sidewalk as Required for New Concrete Foundations/Footings (as per Plan)	LS	1	2,400.	2400.
4	Install New Concrete Foundation/Footings (4 each) W. Reinforcement Steel Grade 60 and Dowels into Existing Building Foundation and Replace Sidewalk (as per Plans)	LS	1	5,200	5,200
5	Provide & Install New Canopy Column Base Plates W. Anchor Bolts and Grout (4 each as per Plans)	LS	1	4,000	4,000
6	Provide & Install New Canopy Roof Framing (as per Plans)	LS	1	10,000	10,000
7	Provide & Install New Steel Columns at New Foundations (4 each as per Plans)	LS	1	5,200	5200
8	Provide & Install Roof Edge Rim Joist Blocking (as per Plans)	LS	1	2,000	2,000
9	Provide & Install Double Joists on Steel Frame (as per Plans)	LS	1	2,000	2,000
10	Provide and Install Wood Framing at Steel Frame (as per Plans)	LS	1	2,000	2,000
11	Provide & Install Roof Joist Along Existing Building & Construct Canopy Edge @ Existing Building (as per Plans)	LS	1	2,000	2,000
12	Provide & Install Wood Joist at End Beam (as per Plans)	LS	1	2,000	2,000

Exhibit A

INCLUDE THIS PAGE WITH BID

BID SCHEDULE (CONTINUED)

Item	Description	Unit of Measure	Approx. Qty	Unit Price ($)	Total Amount
13	Provide & Install Exterior Recessed Light Fixtures (2 each), Including Necessary Conduit & Electrical Connections (as per Plans)	LS	1	5600	5600
14	Provide & Paint Building Materials as Required by Plans, Including Surface Preparation (approval of paint colors by Transit Department)	LS	1	5300	5300
15	Provide & Install New 12-inch-Wide Standing Seam Steel Roof to Match Existing Transit Building Roof and Color (as Specified)	LS	1	18,000	18,000
16	Provide & Install New Metal Rain Gutter & Downspout (as per Plans)	LS	1	2,400	2,400
17	Miscellaneous Facilities & Operations (not to exceed $3,000)	LS	1	2,800.	2,800

TOTAL 1 THROUGH 17, INCLUSIVE: $ 76,100

Total Amount of Bid (in words) is Seventy Six Thousand One Hundred Dollars and 0 Cents.

In case of discrepancy between words and figures, the words shall prevail.

Exhibit A

INCLUDE THIS PAGE WITH BID

Bid Proposal Signature Page

If this bid proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, with seven (7) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this bid proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid proposal shall operate and the same shall be the property of the OWNER.

DATE	10-20-25
COMPANY NAME	Boyle Electric
STREET ADDRESS	308 South Dst
CITY/STATE/ZIP	Madera CA 93638
PHONE NUMBER	559-674-8508
EMAIL	boyleelectric@hotmail.com
PERSON PREPARING BID	David Boyle
TITLE	Owner
SIGNATURE	David Boyle
CITY OF MADERA BUS. LIC. NO.	379
CA CONTRACTOR'S LIC. NO. & CLASS	881518 A B C10
DIR REGISTRATION NO. & WORK CLASSIFICATION	1000027263 Contractor

Attest
(Seal if bid is by a corporation)

Exhibit A

INCLUDE THIS PAGE WITH BID

Subcontractor Listing

The following named subcontractors(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total BID presented herewith or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total BID. Use subcontractor's business name style as registered with the License Board. Name, location, and description of work as required by Section 4104 of the California Public Contract code.

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Duplicate this form as necessary.

INCLUDE THIS PAGE WITH BID

Certification

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

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

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

Exhibit A

INCLUDE THIS PAGE WITH BID

Noncollusion Affidavit

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

To the CITY of MADERA

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

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder: David J Boyle Electric Shop

Signature: David J Boyle

Name: David J Boyle

Title: Owner

Dated: 10-20-25

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

Exhibit A

INCLUDE THIS PAGE WITH BID

Public Contract Code

Public Contract Code Section 10285.1 Statement

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

Note. The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above. The above Statement is part of the bid proposal.

Public Contract Code Section 10162 Questionnaire

In accordance with the Public Contract Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the Bidder, any officer, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation.

Yes _____ No X

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

_____

_____

_____

Public Contract Code 10232 Statement

In accordance with Public Contract Section 10232, the Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court has been issued against the Bidder within the immediately preceding two (2) year period because of the Bidder's failure to comply with an order of a federal court which orders the Contractor to comply with an order of National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the bid proposal. Signing this bid proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false Certification may subject the certifier to criminal prosecution.

Exhibit A

INCLUDE THIS PAGE WITH BID

Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

_____

_____

_____

_____

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

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

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

Exhibit A

INCLUDE THIS PAGE WITH BID

Equal Employment Opportunity Certification

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

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

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

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

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

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

Exhibit A

INCLUDE THIS PAGE WITH BID

California Air Resources Board (CARB) Off-Road
Diesel Fleet Compliance (DOORS Certification)

All contractors and subcontractors utilizing off-road diesel-fueled vehicles with 25 horsepower or greater, or most two-engine vehicles, on this public works project in California shall be in full compliance with the California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation (California Code of Regulations, Title 13, Section 2449 et seq.).

Effective January 1, 2024, prime contractors and public works awarding bodies are required to obtain and retain a fleet's valid Certificate of Reported Compliance from CARB's Diesel Off-Road Online Reporting System (DOORS) prior to awarding or entering into a contract for work on public works projects involving the use of such vehicles.

Bidders shall provide a copy of their firm's (and any proposed subcontractors') current and valid CARB "Certificate of Reported Compliance" for their off-road diesel fleet(s) with their bid proposal.

The City reserves the right to verify the authenticity and validity of all submitted Certificates of Reported Compliance through the CARB DOORS system at http://www.arb.ca.gov/doors/compliance_cert1.html or by contacting the CARB DOORS Hotline.

The awarded Contractor shall maintain continuous compliance with all CARB Off-Road Diesel-Fueled Fleets Regulations throughout the duration of the contract and shall provide updated Certificates of Reported Compliance to the City throughout the project annually, or upon request, to demonstrate continued compliance.

Failure to provide a valid Certificate of Reported Compliance, or to maintain ongoing compliance, may result in the rejection of the bid, termination of the contract, and/or other penalties as permitted by law.

Exemptions:
If a bidder believes their fleet or operations are exempt from these requirements under CARB regulations (e.g., emergency operations as defined in Title 13 California Code of Regulations Section 2449(c)(18)), they must provide detailed documentation and justification for such exemption with their bid proposal for review and approval by the City.

The Bidder must place a check mark after "Yes", "No", or "N/A" in one of the boxes provided below.

DOORS certification included with bid:

☐ Yes ☐ Exempt
☒ N/A (no applicable vehicles will be used for this project.

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

_____

_____

_____

Exhibit A

INCLUDE THIS PAGE WITH BID

Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☒
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☒
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

David Boyle
Signature

David Boyle
(name)

308 South "D" st
(address)

Madera CA 93638
(city state zip)

☐ Additional page(s) attached.

Exhibit A

INCLUDE THIS PAGE WITH BID

Reference Form

Bidders shall have demonstrated experience in the construction of public facilities similar in scope and complexity to the canopy project described in this IFB and attachments. Specifically, bidders must have experience in the installation of metal roofing systems comparable to the canopy roofing system specified herein.

To verify qualifications, bidders shall complete and submit the attached Reference Form, providing a minimum of three (3) references for similar projects completed within the past five (5) years. Each reference must include all information requested below.

Failure to provide the required references may result in the bid being deemed non-responsive.

AGENCY/COMPANY:	City of Madera Police Dept
CONTACT PERSON:	Sara Sarquiz
EMAIL ADDRESS:	<ssarquiz@madera.gov>
PHONE NUMBER:	559-675-4203 559-481-0796
ADDRESS:	304 South C st
CONTRACT AWARD DATE:	1-2-24
PROJECT COMPLETION:	2-20-24
PROJECT LOCATION:	304 South C st
PROJECT DESCRIPTION:	Re-model Briefing/Report Rooms

AGENCY/COMPANY:	City of Madera Engineering Dept
CONTACT PERSON:	Nicole Say
EMAIL ADDRESS:	nsay@madera.gov
PHONE NUMBER:	559-661-3688
ADDRESS:	428 E Yosemite Ave
CONTRACT AWARD DATE:	2-26-24
PROJECT COMPLETION:	7-23-24
PROJECT LOCATION:	428 E Yosemite Ave
PROJECT DESCRIPTION:	Re-Model Reception Counter & Entry

AGENCY/COMPANY:	City of Madera Parks Dept
CONTACT PERSON:	Joseph Hebert
EMAIL ADDRESS:	jhebert@madera.gov
PHONE NUMBER:	559-661-5419
ADDRESS:	701 East 5th st
CONTRACT AWARD DATE:	1-16-24
PROJECT COMPLETION:	7-30-24
PROJECT LOCATION:	Town & Country Park / Howard Rd
PROJECT DESCRIPTION:	Restroom Re-Model

Duplicate this form as necessary.

INCLUDE THIS PAGE WITH BID

Reference Form

Bidders shall have demonstrated experience in the construction of public facilities similar in scope and complexity to the canopy project described in this IFB and attachments. Specifically, bidders must have experience in the installation of metal roofing systems comparable to the canopy roofing system specified herein.

To verify qualifications, bidders shall complete and submit the attached Reference Form, providing a minimum of three (3) references for similar projects completed within the past five (5) years. Each reference must include all information requested below.

Failure to provide the required references may result in the bid being deemed non-responsive.

AGENCY/COMPANY: City of Madera - Engineering - Transit Bus Stops
CONTACT PERSON: Steve Woodward / Ellen Bldg inspectors
EMAIL ADDRESS:
PHONE NUMBER:
ADDRESS:
CONTRACT AWARD DATE: Fall 2020
PROJECT COMPLETION: Spring 2021
PROJECT LOCATION: 22 Sites
PROJECT DESCRIPTION: Construct & Install Shelters with Covered Metal Roof System, Bus Stops

AGENCY/COMPANY: Boyle Electric
CONTACT PERSON: David Boyle
EMAIL ADDRESS: boyleelectric@hotmail.com
PHONE NUMBER: 559-217-2813
ADDRESS: 308 South Dst Madera
CONTRACT AWARD DATE:
PROJECT COMPLETION: June 2024
PROJECT LOCATION: 308 South Dst
PROJECT DESCRIPTION: Design & Construct Metal / Cement / Wood 21' x 15' Canopy Structure

AGENCY/COMPANY:
CONTACT PERSON:
EMAIL ADDRESS:
PHONE NUMBER:
ADDRESS:
CONTRACT AWARD DATE:
PROJECT COMPLETION:
PROJECT LOCATION:
PROJECT DESCRIPTION:

Duplicate this form as necessary.

Scanned with CamScanner

Exhibit B

ADDENDUM NO. 1

October 7, 2025

RE: IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, October 15, 2025

Attachments are as follows:

No.	Attachments	What Changed	No. of Pages
1	Revised Notice of Informal Invitation for Bid	Updated link to City website.	4
2	Revised Standard Specifications and Plans Information and General and Special Conditions Information	Updated link to City website.	1

Issued by: J. Stickman
Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 1, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: Boyle Electric
Signature: David Boyle
Acknowledged by: Joey Boyle

Exhibit C

ADDENDUM NO. 2

October 8, 2025

RE: IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date has changed to: 4:00pm, October 21, 2025

Issued by: J. Stickman
Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 2, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: Boyle Electric
Signature: Dave Boyle
Acknowledged by: Joey Boyle

Exhibit D

ADDENDUM NO. 3

October 14, 2025

RE: IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date has changed to: 4:00pm, October 21, 2025

No.	Attachments	No. of Pages
1	Pre-Bid Meeting Minutes and Sign-In Sheet	5

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 3, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: J. Boyle Electric
Signature: David Boyle
Acknowledged by: J Boyle

12. Bidder and its subcontractors performing work under this contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

13. Prior to beginning any work or delivering any equipment or material to be furnished under this bid proposal, the Bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

    Any Federal or State of California License/Certification required to provide the services will be required.

    A **Class A, General Engineering Contractor, or B, General Building Contractors License** will be required. Insurance documentation in accordance with the Insurance Requirements for Contractors will also be required.

14. Bidder's Proprietary Information: Upon bid opening, all documents provided by the successful Bidder shall become public record. All documents provided by any Bidders, other than the successful Bidder, shall become public record in their entirety and subject to disclosure. This shall also include but is not limited to documents for projects for which all bid proposals are rejected and projects for which an award is not made for any reason. In the event that one or more bid proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

15. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

    Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

16. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 General Liability (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- $2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- Worker's Compensation as required by the State of California and $1,000,000 Employer's Liability per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage
Contractor shall 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, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from

each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation
Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Informal Invitation for Bid

No. 202526-06

for

Construction of Entrance Canopy at the Madera Transit Center

Date Released: September 10, 2025

City of Madera

Bids are due prior to 4:00pm, October 15, 2025

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NOTICE OF INFORMAL INVITATION FOR BID

Construction of Entrance Canopy at the Madera Transit Center

Informal Invitation for Bid (IFB) No. 202526-06

Introduction

Pursuant to California Uniform Public Construction Cost Accounting Act (CUPCCAA) for Projects Below CUPCCAA Bid Limits – PCC §22000, et seq., the City of Madera ("City") hereby will be accepting sealed bids in response to this Informal IFB No. 202526-06 for the Construction of Entrance Canopy at the Madera Transit Center.

Description of Work

It is the City's intent to solicit Contractor services to construct a new entrance canopy at the Madera Transit Center, located at 1951 Independence Drive, Madera, CA. Price is to include all parts and labor to complete the project. Labor is to be quoted and paid at prevailing wages.

Contractor shall provide, install and construct:

- Site clearing and grubbing
- Concrete footings, rebar, and dowels
- Canopy steel columns, steel plates, and anchor bolts
- Canopy roof framing
- Electrical conduit, wiring, and light fixtures
- Required painting
- Standing seam steel roof
- Rain Gutter with down spout

All construction shall comply with applicable Building Code requirements.

This project is funded by State of California, State of Good Repair (SGR) Funds and Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Funds.

The Engineers Opinion of Cost for this project is $82,500.

To Bid

Bidders must be registered on the City's Informal Construction Bid List. Bidders are encouraged to register by following the instructions on Attachment A, 2025 Annual Invitation for California Uniform Public Construction Cost Accounting Act (CUPCCAA) Construction Bid List, or by visiting the link here: https://www.madera.gov/wp-content/uploads/2024/02/City-of-Madera-CUPCCAA-Invitation-for-Bid-List-2024.pdf

There is no fee to register as a bidder with the City.

Bid Submittal Date (Close date)

Electronic bids will be accepted on City bid forms provided by the City, until the time and date listed below. In the event this Informal Invitation for Bid is obtained through any means other than the City's

distribution, the City will not be responsible for the completeness, accuracy or timeliness of the final bid document and may deem bid non-responsive.

All bids must be submitted through the City's PlanetBids vendor portal no later than 4:00pm on October 15, 2025, at https://pbsystem.planetbids.com/portal/54016/portal-home.

Bidder Questions

Any questions related to this IFB shall be submitted through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home no later than 5:00pm on October 1, 2025.

No oral or emailed question or inquiry about this IFB shall be accepted. No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications must be submitted in writing per the process described in this document.

Pre-Bid Meeting

There will be a pre-bid meeting at the Madera Transit Center, located at 1951 Independence Drive, Madera, CA at 10:00am on September 24, 2025.

Instructions to Bidders

To view or obtain a copy of this IFB by visiting or contacting any of the following:

City of Madera PlanetBids Vendor Portal
Website: https://pbsystem.planetbids.com/portal/54016/portal-home

Construction Bidboard (Ebidboard), Phone: 800-479-5314
Website: www.ebidboard.com

Dodge Data & Analytics, Phone: 877-784-9556
Website: www.construction.com

Placer County Contractors Association & Builders Exchange, Phone: 916-771-7229
Website: www.pccamembers.com

Builders' Exchange of San Joaquin, Phone: 209-478-1000
Website: http://www.bxsj.org

Central California Builders Exchange, Phone: 559-237-1831
Website: http://cencalbx.com/

Valley Builders Exchange. Phone: (209) 522-9031
Website: www.valleybx.com

Required Contractors Licenses

Each Bidder shall be a licensed contractor pursuant to the California Business and Professions Code §7028.15 and California Public Contract Code §3300 and shall be licensed in the following classification as required by the scope of work: **Class A, General Engineering Contractor, or B General Building Contractor License.** Any Bidder not meeting the license requirement(s) following the bid opening will be

rejected as nonresponsive. All Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

Per Labor Code §1771.1, a contractor or subcontractor is not qualified to bid on, be last in a bid proposal for, or perform work on this project unless registered and qualified under Labor Code §1725.5.

Bidder qualifications – the contractor shall have experience in building public facilities similar to the canopy project.

The bidder shall have experience in the installation of metal roofing system similar to the canopy roofing system as specified.

Bonding Requirements

Bid security required in the amount of ten percent (10%) of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance and certified by the US Bureau of Fiscal Service to conduct business in the state of California, cash, cashier's check, or certified check shall accompany the bids. Bid securities shall be made in favor of the City of Madera.

Payment Bond equal to one hundred percent (100%) of the Bid Security are required within 7 days of the Notice of Intent to Award on all projects valued at $25,000 and above.

Performance Bond equal to one hundred percent (100%) of the Bid Security are required within 7 days of the Notice of Intent to Award on all projects valued at $100,000 and above.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Prevailing Wages

The project is a public works project subject to California Labor Code §1770 et seq., The Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this contract. Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes.

The California DIR Public Works Contractors website is: http://www.dir.ca.gov/Public-Works/Contractors.html. The rate of prevailing wage for any craft, classification, or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the selected contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this contract. Contractor shall post on site all required job site notices as prescribed by law or regulation.

Bid Protest Procedures

Any actual or prospective bidder, offeror, or contractor may protest an IFB to the City's Procurement Services Manager and/or Director of Financial Services by submitting a written appeal within five (5) working days of knowing or reasonably should have known the facts giving rise to the protest, sent via email to jstickman@madera.gov, or mail to Jennifer Stickman, 205 W. 4th Street, Madera, CA 93637, addressing specific issues such as bid contradictions or procurement errors. The Procurement Services Manager and/or Director of Financial Services have the authority to resolve such protests and will provide a written response within five (5) working days unless more time is needed; if the protester is unsatisfied, they may appeal to the City Manager within five (5) business days, and then to the City Council as a final appeal, where they may be heard. While protests generally halt solicitation proceedings, the City may proceed if the Procurement Services Manager and/or Director of Financial Services determine it's necessary to protect a substantial City interest. To deter frivolous protests, those who file two (2) unsuccessful protests within a twelve (12) month period may face debarment from future bids.

Scope of Work and Specifications

All parts, materials, travel, and labor to be included in the Contractor's bid. All work to be done at prevailing wage.

All parts and materials furnished under award of this IFB shall be new, unused, and the same as the manufacturer's current production model.

Project Manager: A Project Manager will be assigned to coordinate daily Construction Activities, required inspections, addressing submittals and requests for information (RFIs), approve the Contractor's phasing of work and approval of Contractor progress payments.

Description of Bid Items

Measurement of Quantities: Unless otherwise specified, quantities of work shall be determined from field measurements by the Project Manager in accordance with Section Nine of the State Standard Specifications.

Contract Payments: The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, tools, equipment, transportation, services, documentation, and incidentals and for doing all work involved as required by the Plans and Specifications, Special Provision, State Standards, Legal and Safety Provisions and all other Provisions of the Contract Documents.

All materials and/or products provided for this project shall comply with City of Madera and/or Caltrans Standard Plans and Specifications as indicated by the various bid items. Certificates of Compliance indicating type of materials and source shall be provided to the Project Manager.

Full compensation for all expenses involved in conforming to the requirements for measuring materials, surveying as may be required by items of work shall be included in the unit or lump sum prices paid for the materials and work being measured, and no additional compensation will be permitted.

The Contractor shall obtain a no-fee Building Permit from the City of Madera Building Department and comply with the 2022 California Building Code (CBC) and all the applicable provisions.

All Bid Items require a minimum one-year warranty from date of Project acceptance or as applicable by Manufacturer. The Contractor shall inform the City of Madera of extended warranties on equipment and facilities provided for the Project.

The Contractor shall construct and install bid item work in accordance with the plans and specifications, manufacturers recommendations and applicable standards of the construction industry.

The Contractor shall call owners attention to apparent errors or omissions and request direction prior to attempting work.

The Contractor shall provide submittals as required by the various bid items with preference to planned work within the first 30 days.

The following attachments are included as part of this IFB.

- Attachment A, 2025 Annual Invitation for California Uniform Public Construction Cost Accounting Act (CUPCCAA) Construction Bid List (4 pages)
- Attachment B, Construction Specifications (78 pages)
- Attachment C, IMETCO Specifications for Permlok Standing Seam Metal Roofing (11 pages)
- Attachment D, Sample Construction Agreement (19 pages)
- Attachment E, Project Plans by Stantec Architects Dated September 22, 2023 (11 sheets - 24”x36”)
- Attachment F, Irrigation Plans by Stantec Architects Dated December 15, 2017 (1 sheet - 24”x36”)

BID ITEM NO. 1 - MOBILIZATION, BONDS, INSURANCE, AND PERMITS (NOT TO EXCEED $3,000)

Mobilization will be bid as a lump sum item. This item shall consist of the movement of personnel, equipment, supplies, and incidentals to the project site, including any remobilization necessary because of the required construction schedule or sequencing.

At minimum, items to be included under mobilization are:

1. Moving on site any equipment & tools required for Construction of Project.
2. Establishing fire protection system.
3. Maintain existing buildings safety.
4. Developing construction water supply.
5. Providing temporary construction power and wiring.
6. Providing on-site restroom facilities for workmen and potable water in fenced area.
7. Arranging for and placement of construction fence about Contractor’s work area and storage yard; coordinate location with designated City staff after contract award.
8. Contractor and Subcontractors - insurance and bonds.
9. Obtaining all required permits, Building Department permit, City Business License, and fees.
10. Developing Construction Schedule with Project Manager for project duration.

The Construction Schedule shall include phasing of work to allow for the continuation of operation of the Transit Center. This item shall be bid on a bid item/ lump sum basis and shall include cost of mobilization, demobilization, necessary bonds, insurance, permits, licenses, and fees required during the performance of the work. This item includes any remobilization necessary because of required construction schedule or sequencing. The Contractor’s lump sum bid for Bid Item No. 1 shall not exceed **$3,000.** Should the actual cost exceed this amount, the excess cost shall be spread over the various bid items. No additional payment will be made should actual cost exceed this amount.

BID ITEM 2 – CLEARING AND GRUBBING – REMOVAL OF EXISTING LANDSCAPING & RELOCATION OF EXISTING SPRINKLERS AS REQUIRED FOR INSTALLATION OF CANOPY FOOTINGS (4 EACH AS PER PLANS)

This is a lump sum bid item for Clearing & Grubbing as required for the construction of the new canopy, including saw cutting as required and material disposal to an approved site.

The Contractor shall comply with Construction and Demolition recycling of material in accordance with Cal Green Code.

Sprinkler replacement and arrangement shall be coordinated with the Project Manager; sprinkler relocations shall be performed within 5 calendar days.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 3– REMOVE EXISTING CONCRETE SIDEWALK AS REQUIRED FOR NEW CONCRETE FOUNDATIONS/FOOTINGS (AS PER PLANS)

This is a lump sum bid item to remove existing sidewalk as required for construction of new foundations/footings according to design plans and as inspected by the City Building Department.

The Contractor shall sawcut as required for the construction of the foundations/footings.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 4 – INSTALL NEW CONCRETE FOUNDATION-FOOTINGS (4 EACH) WITH REINFORCEMENT STEEL SCHEDULE 60 AND DOWELS INTO EXISTING BUILDING FOUNDATION (AS PER PLANS)

This is a lump sum bid item to provide and install the concrete foundation-footings. Installations shall be affixed according to design plans and as inspected by the City Building Department.

The Contractor shall submit a plan to the Building Inspector for method of installing dowels into the building foundation.

The Contractor shall layout the locations of foundation-footings according to design plans.

This Bid Item shall include replacement of sidewalk removed to construct foundation-footing with 6 sack concrete.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 5 – PROVIDE AND INSTALL NEW COLUMN BASE PLATES (4 EACH) WITH ANCHOR BOLTS AND GROUT (AS PER PLANS)

This is a lump sum bid item to provide and install new column base plates. The base plates shall be installed according to design plans and as inspected by the City Building Department.

The Contractor shall provide a submittal of plate manufacture, strength and material specifications for approval.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in

conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 6 – PROVIDE AND INSTALL NEW CANOPY ROOF FRAMING (AS PER PLANS)

This is a lump sum bid item to provide and install the new canopy roof framing. Installations shall be affixed according to design plans and as inspected by the City Building Department.

The Contractor shall submit a plan to the Building Inspector for the method of installing roof framing.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 7 – PROVIDE AND INSTALL NEW STEEL COLUMNS (4 EACH) AT NEW FOUNDATIONS (AS PER PLANS)

This is a lump sum bid item to provide and install steel columns at each concrete foundation-footing. The columns shall be installed according to design plans and as inspected by the City Building Department.

The Contractor shall provide a submittal regarding manufacture, column material, strength and paint coating.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 8 – PROVIDE AND INSTALL ROOF EDGE RIM JOIST BLOCKING (AS PER PLANS)

This is a lump sum bid item to provide and install the roof edge rim joist blocking. The installations shall be affixed according to design plans and as inspected by the City Building Department.

The Contractor shall submit a plan to the Building Inspector for method of installing the joist blocking.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 9 – PROVIDE AND INSTALL DOUBLE JOISTS ON STEEL FRAME (AS PER PLANS)

This is a lump sum bid item to provide and install the double joists on steel frame. The installations shall be affixed according to design plans and as inspected by the City Building Department.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 10 – PROVIDE AND INSTALL WOOD FRAMING AT STEEL FRAME (AS PER PLANS)

This is a lump sum bid item to provide and install the wood framing at the steel frame. The installations shall be affixed according to design plans and as inspected by the City Building Department.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 11 – PROVIDE AND INSTALL ROOF JOIST ALONG EXISTING BUILDING & CONSTRUCT CANOPY EDGE AT EXISTING BUILDING (AS PER PLANS)

This is a lump sum bid item to provide and install the roof joist along the existing building and construct canopy edge at existing building. The installations shall be affixed according to design plans and as inspected by the City Building Department.

The Contractor shall submit a plan to the Building Inspector for method of tying-into the existing building.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 12 – PROVIDE AND INSTALL WOOD JOIST AT END BEAM (AS PER PLAN)

This is a lump sum bid item to provide and install the wood joist at end-beam. The installations shall be affixed according to design plans and as inspected by the City Building Department.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 13 – PROVIDE AND INSTALL EXTERIOR RECESSED LIGHT FIXTURES (2 EACH) INCLUDING CONDUIT & ELECTRICAL SERVICE CONNECTIONS (AS PER PLAN)

This is a lump sum bid item to provide and install 2-each exterior recessed light fixtures. The installations shall be affixed according to design plans and as inspected by the City Building Department.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 14 - PROVIDE PAINTING OF INSTALLED BUILDING MATERIALS FOR THE CANOPY AS REQUIRED BY PLANS, INCLUDING PREPARATION OF SURFACE AND APPLICATION OF PAINT (SELECTION OF PAINT COLORS AS APPROVED BY TRANSIT DEPARTMENT)

This is a lump sum bid item to provide painting of various building materials for the canopy. The painting shall be done to match the existing building as directed by the Project Manager.

The Contractor shall provide submittals for items prefinished by the manufacturer for approval.

Paint colors shall be approved by the City Manager.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in

conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 15 – PROVIDE & INSTALL A NEW PERMLOK ROOF SYSTEM AS MANUFACTERED BY IMETCO CONSISTING OF A 13-INCH-WIDE STANDING SEAM STEEL ROOF (SAME ROOF SYSTEM AS EXISTING AT TRANSIT CENTER BUILDING (MATCHING OF THE EXISTING ROOF COLOR IS ALSO REQUIRED)

This is a lump sum bid item to provide and install the new 13-inch-wide standing seam steel roof. The roof shall be installed according to the design plans and as inspected by the City Building Department.

The Contractor shall verify the length and width of the roof panel system to ensure the product and installation are correct.

The Contractor shall verify the color of the steel roof is same manufacturers finish as the existing roof.

The Contractor shall provide a submittal for approval of the new standing seam steel roof system for approval.

SUBSTITUTION of the IMETCO PERMLOK ROOF SYSTEM will not be allowed

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 16 – PROVIDE & INSTALL RAIN GUTTER AND DOWNSPOUT (AS PER PLAN)

This is a lump sum bid item to provide and install the new rain gutter with downspout according to design plans and as inspected by the City Building Department.

The submittal for the prefinished gutter and spout by manufacturer must match the existing building roof.

The Contractor shall provide a commercial grade product in accordance with the specifications.

The Contractor shall install a 2ft.x 3ft. concrete splash directly under the downspout as directed by the Project Manager.

The contract lump sum bid item price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown in the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made.

BID ITEM 17 – MISCELLANEOUS FACILITIES AND OPERATIONS (NOT TO EXCEED $3,000)

This is a lump sum bid for miscellaneous facilities and operations which includes all miscellaneous facilities or work shown or specified on the plans and specifications or work patently necessary for the completion of the work as specified, and not specifically included in any other bid item. The Contractor's lump sum bid for this bid item shall not exceed **$3,000.** Should the actual cost exceed this amount, the excess cost shall be spread over the various bid items. No additional payment will be made should actual cost exceed this amount.

Miscellaneous facilities and operations costs shall include, but not be limited to, the following:

1. Preconstruction meeting.
2. Construction survey and layout of new canopy.

3. Construction meetings with Grants Department as may be required for each phase of work.
4. Approval of project schedule with Grants Department.
5. Maintaining access to Transit Center daily operations.
6. Maintain access to Transit Center visitors.
7. Construction fence shall protect transit vehicles, transit workers and visitors.
8. Replacement of existing improvements/facilities damaged during construction.
9. Demobilization for the work.
10. Cleaning during construction and final cleanup.

INCLUDE THIS PAGE WITH BID

Bidder Checklist

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID PROPOSAL. Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED WITH BID SUBMITTAL" column for bids to be considered responsive.

If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

REQUIRED WITH BID SUBMITTAL

[X] 1. **BID PROPOSAL FORM**
[X] 2. **BID SCHEDULE**
[X] 3. **SIGNATURE PAGE**
[X] 4. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 5. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** attached to front of Proposal in the form of:

[ ] Certified Check [ ] Bidder's Bond (submitted on form in this IFB)
[ ] Cashier's Check [ ] Irrevocable Letter of Credit
[ ] Certificate of Deposit

[X] 6. **CERTIFICATION (Comptroller General's List)**
[X] 7. **NONCOLLUSION AFFIDAVIT**
[X] 8. **PUBLIC CONTRACT CODE**
[X] 9. **DEBARMENT AND SUSPENSION CERTIFICATION**
[X] 10. **EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION**
[X] 11. **CALIFORNIA AIR RESOURCES BOARD (CARB) OFF-ROAD DIESEL FLEET COMPLIANCE (DOORS CERTIFICATION)**
[X] 12. **DISCLOSURE OF CONFLICT-OF-INTEREST FORM**
[X] 13. **REFERENCE FORM**
[X] 14. **ADDENDA** – Signature page of all Addenda issued

SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:

[X] **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal to be submitted via email to jstickman@madera.gov no sooner than bid submittal date and time, and no later than three business days from the date of the bid opening.

[X] **COMPLETE BID AND ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINAL delivered to ATTN: Jennifer Stickman, City of Madera, 205 East 4th Street, Madera, Ca 93637)**

INCLUDE THIS PAGE WITH BID

Bid Proposal Form
for
Informal IFB 202526-06
Construction of Entrance Canopy at the Madera Transit Center

Bid proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "OWNER"):
In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for "**Informal IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center"** strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **Seventy-five (75) Working Days.**

BIDDER further agrees to pay as liquidated damages, the sum of **$400** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No. _____, dated _____, 2025
No. _____, dated _____, 2025
No. _____, dated _____, 2025

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

INCLUDE THIS PAGE WITH BID

Bid Schedule

The following Bid Schedule lists the items necessary to complete the work. Each item is all inclusive and must include the total cost of labor and materials necessary to complete the work. Bidder will fully complete the schedule including the amount in words of EACH ITEM. If the unit price of any item is inconsistent with the amount in words, the amount in words shall prevail. Payment of each item will be based on the actual quantity, except for those items bid lump sum and those items that are noted as fixed quantities.

BID SCHEDULE					
Item	**Description**	**Unit of Measure**	**Approx. Qty**	**Unit Price ($)**	**Total Amount**
1	Mobilization, Bonds, Insurance and Permits (not to exceed $3,000)	LS	1		
2	Clearing & Grubbing – Removal of existing Landscaping & Relocation of Existing Sprinklers as Required for Installation of Canopy Footings (as per Plans)	LS	1		
3	Remove Existing Concrete Sidewalk as Required for New Concrete Foundations/Footings (as per Plan)	LS	1		
4	Install New Concrete Foundation/Footings (4 each) W. Reinforcement Steel Grade 60 and Dowels into Existing Building Foundation and Replace Sidewalk (as per Plans)	LS	1		
5	Provide & Install New Canopy Column Base Plates W. Anchor Bolts and Grout (4 each as per Plans)	LS	1		
6	Provide & Install New Canopy Roof Framing (as per Plans)	LS	1		
7	Provide & Install New Steel Columns at New Foundations (4 each as per Plans)	LS	1		
8	Provide & Install Roof Edge Rim Joist Blocking (as per Plans)	LS	1		
9	Provide & Install Double Joists on Steel Frame (as per Plans)	LS	1		
10	Provide and Install Wood Framing at Steel Frame (as per Plans)	LS	1		
11	Provide & Install Roof Joist Along Existing Building & Construct Canopy Edge @ Existing Building (as per Plans)	LS	1		
12	Provide & Install Wood Joist at End Beam (as per Plans)	LS	1		

INCLUDE THIS PAGE WITH BID

BID SCHEDULE (CONTINUED)					
Item	**Description**	**Unit of Measure**	**Approx. Qty**	**Unit Price ($)**	**Total Amount**
13	Provide & Install Exterior Recessed Light Fixtures (2 each), Including Necessary Conduit & Electrical Connections (as per Plans)	LS	1		
14	Provide & Paint Building Materials as Required by Plans, Including Surface Preparation (approval of paint colors by Transit Department)	LS	1		
15	Provide & Install New 12-inch-Wide Standing Seam Steel Roof to Match Existing Transit Building Roof and Color (as Specified)	LS	1		
16	Provide & Install New Metal Rain Gutter & Downspout (as per Plans)	LS	1		
17	Miscellaneous Facilities & Operations (not to exceed $3,000)	LS	1		

TOTAL 1 THROUGH 17, INCLUSIVE: $_____

Total Amount of Bid (in words) is _____ Dollars and _____ Cents.

In case of discrepancy between words and figures, the words shall prevail.

INCLUDE THIS PAGE WITH BID

Bid Proposal Signature Page

If this bid proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, with seven (7) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this bid proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid proposal shall operate and the same shall be the property of the OWNER.

DATE	_____
COMPANY NAME	_____
STREET ADDRESS	_____
CITY/STATE/ZIP	_____
PHONE NUMBER	_____
EMAIL	_____
PERSON PREPARING BID	_____
TITLE	_____
SIGNATURE	_____
CITY OF MADERA BUS. LIC. NO.	_____
CA CONTRACTOR'S LIC. NO. & CLASS	_____
DIR REGISTRATION NO. & WORK CLASSIFICATION	_____

_____

Attest
(Seal if bid is by a corporation)

INCLUDE THIS PAGE WITH BID

Subcontractor Listing

The following named subcontractors(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total BID presented herewith or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total BID. Use subcontractor's business name style as registered with the License Board. Name, location, and description of work as required by Section 4104 of the California Public Contract code.

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Duplicate this form as necessary.

INCLUDE THIS PAGE WITH BID

Certification

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

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

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

INCLUDE THIS PAGE WITH BID

Noncollusion Affidavit

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

To the CITY of MADERA

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

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

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

INCLUDE THIS PAGE WITH BID

Public Contract Code

Public Contract Code Section 10285.1 Statement

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

Note. The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above. The above Statement is part of the bid proposal.

Public Contract Code Section 10162 Questionnaire

In accordance with the Public Contract Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the Bidder, any officer, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation.

Yes _____ No _____

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

_____

_____

_____

Public Contract Code 10232 Statement

In accordance with Public Contract Section 10232, the Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court has been issued against the Bidder within the immediately preceding two (2) year period because of the Bidder's failure to comply with an order of a federal court which orders the Contractor to comply with an order of National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the bid proposal. Signing this bid proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false Certification may subject the certifier to criminal prosecution.

INCLUDE THIS PAGE WITH BID

Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

_____

_____

_____

_____

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

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

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

INCLUDE THIS PAGE WITH BID

Equal Employment Opportunity Certification

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

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

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

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

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

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

INCLUDE THIS PAGE WITH BID

California Air Resources Board (CARB) Off-Road Diesel Fleet Compliance (DOORS Certification)

All contractors and subcontractors utilizing off-road diesel-fueled vehicles with 25 horsepower or greater, or most two-engine vehicles, on this public works project in California shall be in full compliance with the California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation (California Code of Regulations, Title 13, Section 2449 et seq.).

Effective January 1, 2024, prime contractors and public works awarding bodies are required to obtain and retain a fleet's valid Certificate of Reported Compliance from CARB's Diesel Off-Road Online Reporting System (DOORS) prior to awarding or entering into a contract for work on public works projects involving the use of such vehicles.

Bidders shall provide a copy of their firm's (and any proposed subcontractors') current and valid CARB "Certificate of Reported Compliance" for their off-road diesel fleet(s) with their bid proposal.

The City reserves the right to verify the authenticity and validity of all submitted Certificates of Reported Compliance through the CARB DOORS system at http://www.arb.ca.gov/doors/compliance_cert1.html or by contacting the CARB DOORS Hotline.

The awarded Contractor shall maintain continuous compliance with all CARB Off-Road Diesel-Fueled Fleets Regulations throughout the duration of the contract and shall provide updated Certificates of Reported Compliance to the City throughout the project annually, or upon request, to demonstrate continued compliance.

Failure to provide a valid Certificate of Reported Compliance, or to maintain ongoing compliance, may result in the rejection of the bid, termination of the contract, and/or other penalties as permitted by law.

Exemptions:
If a bidder believes their fleet or operations are exempt from these requirements under CARB regulations (e.g., emergency operations as defined in Title 13 California Code of Regulations Section 2449(c)(18)), they must provide detailed documentation and justification for such exemption with their bid proposal for review and approval by the City.

The Bidder must place a check mark after "Yes", "No", or "N/A" in one of the boxes provided below.

DOORS certification included with bid:

☐ Yes ☐ Exempt
☐ N/A (no applicable vehicles will be used for this project.

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

_____

_____

_____

INCLUDE THIS PAGE WITH BID

Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

□ Additional page(s) attached.

_____
Signature

_____
(name)

_____
(address)

_____
(city state zip)

INCLUDE THIS PAGE WITH BID

Reference Form

Bidders shall have demonstrated experience in the construction of public facilities similar in scope and complexity to the canopy project described in this IFB and attachments. Specifically, bidders must have experience in the installation of metal roofing systems comparable to the canopy roofing system specified herein.

To verify qualifications, bidders shall complete and submit the attached Reference Form, providing a minimum of three (3) references for similar projects completed within the past five (5) years. Each reference must include all information requested below.

Failure to provide the required references may result in the bid being deemed non-responsive.

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
CONTRACT AWARD DATE: _____
PROJECT COMPLETION: _____
PROJECT LOCATION: _____
PROJECT DESCRIPTION: _____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
CONTRACT AWARD DATE: _____
PROJECT COMPLETION: _____
PROJECT LOCATION: _____
PROJECT DESCRIPTION: _____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
CONTRACT AWARD DATE: _____
PROJECT COMPLETION: _____
PROJECT LOCATION: _____
PROJECT DESCRIPTION: _____

Duplicate this form as necessary.

INCLUDE THIS PAGE WITH BID

Bid Bond

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, _____ _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2025. The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

"Informal IFB 202526-06, Construction of Entrance Canopy at the Madera Transit Center"

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: _____ (L.S.) By:_____

Surety:_____

By: _____
(Seal and Notarial Acknowledge of Surety)

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

"Informal IFB 202526-06, Construction of Entrance Canopy at the Madera Transit Center"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:_____
Principal
_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:
_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

"Informal IFB 202526-06, Construction of Entrance Canopy at the Madera Transit Center"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed

thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:_____
Principal
_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:
_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

Standard Specifications And Plans

The City of Madera's Standard Specifications are hereby referred to and incorporated herein as though set forth in full. The Standard Specifications and Standard Drawings are available online at https://www.madera.gov/home/departments/engineering/standard-drawings/, and click on Specifications or Drawings. These online specifications and drawings are the most current, approved issue.

General and Special Conditions

General and Special conditions are hereby referred to and incorporated herein as though set forth in full. The General and Special Conditions are available by clicking this link or copying and pasting it into your web browser: https://www.madera.gov/wp-content/uploads/2024/04/General-Special-Conditions-for-Construction.pdf.

Information for Bidders

1. Attention of Bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

2. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.

   The City is an equal opportunity employer. The City, as well as its recipients, subrecipients, and contractors, will not discriminate in employment practices based on race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave. The City is committed to ensuring that the work environment of City employees and the work environment of employees and volunteers of recipients, subrecipients, and contractors of the City are free from discrimination, harassment, and retaliation. All efforts to provide equal opportunity in employment practices will be made on the basis of merit, efficiency, and fitness consistent with civil service and merit system principles. Discrimination is prohibited in all aspects of the employment process.

   The City, as well as recipients, subrecipients, and contractors, will not discriminate in the delivery of services or benefits based on the above identified bases.

3. The City reserves the right to reject or accept any or all bid proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

4. The City reserves the right to consider any minor deviations from the specifications and determine

the acceptance or rejection of such deviation.

5. The City reserves the right to modify this IFB at any time. In the event it becomes necessary to modify or revise the IFB, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the IFB.

   Proposer is responsible for checking the City's PlanetBids vendor portal prior to submitting a Proposal to determine if any amendments were made to the IFB. Documents, amendments, addenda, etc. will be posted to the City's PlanetBids vendor portal at:

   https://pbsystem.planetbids.com/portal/54016/portal-home.

   Any questions related to this IFB shall be submitted through the City's PlanetBids vendor portal no later than 5:00pm on August 6, 2025

   No verbal requests or requests made in any other format will be accepted.

6. Bid proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information. Award will be made to the lowest responsive responsible bidder.

7. Any bid proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Bidder, or his/her duly authorized representative, for the withdrawal of such bid proposal is filed with Purchasing. The withdrawal of a bid proposal shall not prejudice the right of a Bidder to file a new bid proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of bid proposals, a bid proposal may not be withdrawn or altered.

8. Bidder is responsible for fully acquainting itself with the conditions of the project site (which may include more than one site), as well as those relating to the construction and labor of the project, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the project.

9. The City reserves the right to seek supplementary information from any Bidder at any time after official bid proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original bid proposal.

10. Issuance of the IFB and receipt of bid proposals does not commit the City to award an agreement. The City reserves the right to postpone the IFB process for its own convenience, to accept or reject any or all bid proposals received in response to this IFB, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this IFB. The City also reserves the right to apportion the award among more than one company.

11. The successful Bidder shall enter into a formal agreement with City which will be very similar in content to the **Attachment D, Sample Construction Agreement** which is provided for information purposes only and to help clarify City intent relevant to this IFB as well as general contract requirements of the City.

12. Bidder and its subcontractors performing work under this contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

13. Prior to beginning any work or delivering any equipment or material to be furnished under this bid proposal, the Bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

    Any Federal or State of California License/Certification required to provide the services will be required.

    A **Class A, General Engineering Contractor, or B, General Building Contractors License** will be required. Insurance documentation in accordance with the Insurance Requirements for Contractors will also be required.

14. Bidder's Proprietary Information: Upon bid opening, all documents provided by the successful Bidder shall become public record. All documents provided by any Bidders, other than the successful Bidder, shall become public record in their entirety and subject to disclosure. This shall also include but is not limited to documents for projects for which all bid proposals are rejected and projects for which an award is not made for any reason. In the event that one or more bid proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

15. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

    Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

16. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 General Liability (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- $2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- Worker's Compensation as required by the State of California and $1,000,000 Employer's Liability per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage
Contractor shall 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, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from

each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation
Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Attachments

The following attachments are to be incorporated and included as part of the CONTRACT DOCUMENTS for **Informal IFB 202526-06, Construction of Entrance Canopy at the Madera Transit Center:**

- Attachment A, 2025 Annual Invitation for California Uniform Public Construction Cost Accounting Act (CUPCCAA) Construction Bid List (4 pages)
- Attachment B, Construction Specifications (78 pages)
- Attachment C, IMETCO Specifications for Permlok Standing Seam Metal Roofing (11 pages)
- Attachment D, Sample Construction Agreement (19 pages)
- Attachment E, Project Plans by Stantec Architects Dated September 22, 2023 (11 sheets - 24”x36”)
- Attachment F, Irrigation Plans by Stantec Architects Dated December 15, 2017 (1 sheet - 24”x36”)

2025 ANNUAL INVITATION FOR CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (CUPCCAA) CONSTRUCTION BID LIST

Notice is hereby given that the City of Madera (City) invites all contractors to be included on the City's CUPCCAA construction bid list by submitting the following information **by emailing the online form to purchasinginfo@madera.gov prior to February 8, 2026. This is the only acceptable method for inclusion on the City's CUPCCAA construction bid list.**

1) Contractor name and address where contractor may be contacted
2) Telephone number where contractor may be contacted
3) Facsimile number where contractor may be contacted
4) Type of work (trade) that contractor is interested and currently licensed to perform
5) Classification of contractor's license(s) held
6) Contractor's license number(s) for each type of work
7) Email address of where contractor may be contacted
8) DIR registration number (compliance with SB854 – see info below)

Please note registering for CUPCCAA projects does not register you for all other City procurement opportunities. Information on all current City of Madera bids can be found on the online PlanetBids vendor portal at: https://pbsystem.planetbids.com/portal/54016/portal-home

Submit all required information utilizing this form prior to February 8, 2026, via email to purchasinginfo@madera.gov.

Senate Bill 854, signed into law June 20, 2014, became effectively immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The cost to register for the program is currently $400.00 and is non-refundable. This is a DIR fee paid to the State. The City will not register a contractor, nor collect funds.

Contractors or subcontractors submitting bids must be registered with DIR. The requirement to use only registered contractors and subcontractors on public works projects, greater than $1,000, applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds. For a more detailed explanation of public works projects, refer to California Labor Code 1720 -1720.6.

If the services you may provide the City in the future, fall under the definition of “public works”, please ensure you are registered with the DIR. Effective immediately, the City will be required to fill out a form alerting the DIR of the services you are providing the City. Detailed information is required to complete this form. If the services you are currently providing the City fall under “public works” you may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.

Please fill in **completely** and print legibly. Submit all required information utilizing this form prior to February 8, 2026, via email to purchasinginfo@madera.gov.

Name of Company:					
Street Address:					
City:		State:		ZIP:	
Telephone:		Fax:		Email:	

CA Contractors License Number(s):	
Class of Contractors License(s) Held:	
DIR Registration Number:	

General Engineering (Class A) and/or General Building (Class B) contractors should check those categories of work below in which they have specialized knowledge and skill, and in which they would be interested in participating in an informal contracting project with the City of Madera.

Classification	**Check all that apply**	**License Number**
(A) General Engineering Contractor	___	_____
(B) General Building Contractor	___	_____
(B-2) Residential Remodeling Contractor	___	_____

(C) Specialty Contractor License Categories	**Check all that apply**	**License Number**
C-2 - Insulation and Acoustical Contractor	___	_____
C-4 - Boiler, Hot Water Heating and Steam Fitting Contractor	___	_____
C-5 - Framing and Rough Carpentry Contractor	___	_____
C-6 - Cabinet, Millwork and Finish Carpentry Contractor	___	_____
C-7 - Low Voltage Systems Contractor	___	_____
C-8 - Concrete Contractor	___	_____
C-9 - Drywall Contractor	___	_____
C-10 - Electrical Contractor	___	_____
C-11 - Elevator Contractor	___	_____
C-12 - Earthwork and Paving Contractors	___	_____
C-13 - Fencing Contractor	___	_____
C-15 - Flooring and Floor Covering Contractors	___	_____
C-16 - Fire Protection Contractor	___	_____
C-17 - Glazing Contractor	___	_____
C-20 - Warm-Air Heating, Ventilating and Air-Conditioning Contractor	___	_____
C-21 - Building Moving/Demolition Contractor	___	_____
C-22 - Asbestos Abatement Contractor	___	_____
C-23 - Ornamental Metal Contractor	___	_____
C-27 - Landscaping Contractor	___	_____

Classification	Check all that apply	License Number
C-28 - Lock and Security Equipment Contractor	___	_____
C-29 - Masonry Contractor	___	_____
C-31 - Construction Zone Traffic Control Contractor	___	_____
C-32 - Parking and Highway Improvement Contractor	___	_____
C-33 - Painting and Decorating Contractor	___	_____
C-34 - Pipeline Contractor	___	_____
C-35 - Lathing and Plastering Contractor	___	_____
C-36 - Plumbing Contractor	___	_____
C-38 - Refrigeration Contractor	___	_____
C-39 - Roofing Contractor	___	_____
C-42 - Sanitation System Contractor	___	_____
C-43 - Sheet Metal Contractor	___	_____
C-45 - Sign Contractor	___	_____
C-46 - Solar Contractor	___	_____
C-47 - General Manufactured Housing Contractor	___	_____
C-50 - Reinforcing Steel Contractor	___	_____
C-51 - Structural Steel Contractor	___	_____
C-53 - Swimming Pool Contractor	___	_____
C-54 - Ceramic and Mosaic Tile Contractor	___	_____
C-55 - Water Conditioning Contractor	___	_____
C-57 - Well Drilling Contractor	___	_____
C-60 - Welding Contractor	___	_____
C-61 - Limited Specialty	___	_____

Please note: Contractors with an asbestos certification can only perform abatement work within the license classification(s) they already hold. Hazardous substance removal certifications are only issued to contractors who hold an "A", "B", C-12, C-36, C-57, or C-61/D-40 contractor license.

Classification	Check all that apply	License Number
ASB - Asbestos Certification	___	_____
HAZ - Hazardous Substance Removal Certification	___	_____

Application Certification: By signing below, I certify that to the best of my knowledge, the elements of information provided above are accurate and true, as of this date. I am properly licensed and skilled to perform the above licensed work and am able to secure bonds and necessary insurance to perform the work. My company shall comply with all City, State, and Federal requirements if selected to perform work. Furthermore, I understand that my submittal of this form and my inclusion on the City's Informal Construction Bid List does not obligate the City to award a contract, to pay any costs incurred in the preparation of any proposals or quotes, or to procure or contract for goods or services.

Printed Name	Title	Signature	Date

SECTION 03 20 00 - CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. This Section describes the requirements for providing concrete reinforcement.

B. Related Sections:

1. Cast-in-place concrete is specified in Section 03 30 00.

1.02 SUBMITTALS

A. Product Data: Manufacturer's product data, specifications, and installation instructions for proprietary materials and accessories.

B. Mill Certificates: Steel producer's certificates of mill analysis, tensile and bend tests for reinforcing steel.

C. Shop Drawings: For fabrication, bending, and placement of reinforcing.

1. Comply with ACI 315.
2. Show bar schedules, stirrup spacing, diagrams of bent bars, arrangements and assemblies, as required for fabrication and placement.

1.03 QUALITY ASSURANCE

A. Concrete reinforcement shall comply with CBC Section 1903.5.

B. Welding procedures, welding operators and welders shall be qualified in accordance with AWS D1.4. Welders whose work fails to pass inspection shall be requalified before proceeding further welding.

1.04 DELIVERY, STORAGE AND HANDLING

A. Deliver reinforcement to Project site bundled, tagged and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on shop drawings.

B. Store materials to prevent damage and accumulation of dirt or excessive rust.

C. Comply with the combined recommendations of AWS and the electrode manufacturer for storage of electrodes. Do not use electrodes that have been wetted.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Reinforcing Bars: ASTM A615, deformed, Grade 60.

B. Bars to be Welded: ASTM A706, low alloy steel.

C. Steel Wire: ASTM A82.

D. Deformed Wire: ASTM A496.

E. Welded Smooth Wire Fabric: ASTM A185.

F. Welding Electrodes: AWS A5.1 E80XX Series, low hydrogen, or as indicated.

G. Supports for Reinforcement: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.

1. Use wire bar type supports complying with CRSI recommendations, unless otherwise indicated. Do not use wood, brick, and other unacceptable materials.
2. For slabs on grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
3. For exposed to view concrete surfaces, where legs of supports are in contact with forms, provide supports with either plastic protected or stainless steel protected legs, at Contractor's option.
4. Over waterproof membranes, use precast concrete block bar supports to prevent penetration of the membrane.

2.02 FABRICATION

A. General:

1. Fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with CBC Section 1907.5.2. and Chapter 7 of CRSI Manual of Standard Practice for fabrication of reinforcing steel. All reinforcing shall be free of rust, grease, mill scale or any other material that would affect its bond to concrete.
2. In case of fabricating errors, do not re bend or straighten reinforcing in a manner that will weaken the material.
3. Unacceptable Materials: Reinforcement with one of the following defects will not be permitted in the work:

   a. Bar lengths, depths and bends exceeding CRSI fabrication tolerances.
   b. Bends or kinks not indicated.
   c. Bars with reduced cross section due to excessive rusting.

2.03 SOURCE QUALITY CONTROL

A. The Owner's Testing Laboratory will:

1. Collect mill test reports for reinforcement.
2. Take samples from bundles and perform tensile tests and bend tests if required in accordance with CBC Section 1928.2.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Comply with referenced codes and standards.

1. Clean reinforcement to remove loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
2. Comply with Chapter 8 of CRSI Manual of Standard Practice, CRSI "Placing Reinforcing Bars". Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required.
3. Place reinforcement to obtain minimum coverages for concrete protection.
4. Ensure bar spacing meets requirements of CBC Section 1907.6.
5. Arrange, space, and securely tie bars and bar supports together with 16 gauge wire to hold reinforcement in position during concrete placement operations. Provide metal spreaders and spacers as needed to hold horizontal steel in position.
6. Set wire ties so that twisted ends are away from exposed concrete surfaces.

B. Install welded wire fabric in as long lengths as possible.

1. Lap adjoining pieces at least one full mesh and lace splices with 16 gauge wire.
2. Do not make end laps midway between supporting beams, or directly over beams of continuous structures.
3. Offset end laps in adjacent widths.

C. Provide sufficient numbers of supports of strength to carry reinforcing.

1. Do not place reinforcing bars more than 2-inches beyond the last leg of continuous bar supports.
2. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.

D. Splices: Splice bars by lapping ends and tightly wire tying. Minimum lap of spliced bars shall be as indicated.

E. Weld splices in bars larger than No. 11, where No. 11 bars are spliced to larger size bars, and where shown.

1. Use full penetration butt welds by electric arc method.

2. Use welders who have passed AWS standard qualification tests within previous year.
3. Weld splices to develop 125 percent of specified yield strength of bars, or of smaller bar in transition splices.
4. Clean bars of oil, grease, dirt and other foreign substances and flame dry before welding.
5. Preheat bars before welding.
6. Stagger splices in adjacent bars.
7. Prepare ends of bars in compliance with AWS D1.4.

F. End splices in vertical reinforcing for No. 11 bars and larger may be made using a mechanical friction device which provides positive alignment during placement. Comply with manufacturer's directions for bar preparation and installation of clamping devices.

G. Welding:

1. Comply with requirements of AWS D1.4 and UBC Standard 19-2 for field welding.
2. Prior to field welding, determine weldability of reinforcing bars by laboratory chemical analysis of steel.
3. Only steel conforming to chemical requirements specified in AWS D12.1 may be welded.

H. Inspection and Test of Welds: In accordance with CBC Section 1928.12.

END OF SECTION 03 20 00

SECTION 03 30 00 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Principal work in this Section includes but is not necessarily limited to:

1. Cast in place concrete.
2. Installation of items to be embedded in unformed concrete; refer to Section 03 10 00 and 05 50 00 for items to be embedded in formed concrete. Coordinate with requirements of all Sections having items to be embedded in Concrete.

B. Related work in other Sections includes but is not necessarily limited to:

1. Division 1 Section "LEED Requirements" for additional LEED requirements.
2. Division 1 Section "Earthwork" for excavation, grading and granular fill beneath building slabs on grade.
3. Division 2 Sections "Asphaltic Concrete Pavement," "Concrete Walks" and "Concrete Curbs & Combination Curb And Gutter" for Site paving and concrete.
4. Concrete Formwork: Section 03 10 00.
5. Concrete Reinforcement: Sections 03 20 00.
6. Miscellaneous metals: Section 05 50 00.
7. Division 7 Section "Sealants" for exterior, interior, traffic and non-traffic bearing elastomeric sealants.

C. Related work provided by the Owner:

1. Registered Deputy Inspector to inspect the placement of cast-in-place concrete in accordance with Building Code requirements.

1.02 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mix water to be withheld for later addition at Project site.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

D. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:

1. Cementitious materials and aggregates.
2. Admixtures.
3. Waterstops.
4. Curing materials.
5. Floor and slab treatments.
6. Bonding agents.
7. Adhesives.
8. Vapor retarders.
9. Epoxy joint filler.
10. Joint-filler strips.
11. Repair materials.

E. Minutes of preinstallation conference.

F. LEED Submittals:

1. Concrete Cementitious and Aggregate Materials Cost Data: Provide statement indicating the total material-only cost of each cementitious and aggregate product provided under this Section. Tabulate costs to correlate with related LEED Credits indicated below.
2. Product Data for Credits MR 4.1 / MR 4.2: For cementitious and aggregate products recycled content:

    a. If recycled content for one or more of each type of cementitious and aggregate products is available and amounts to more than 25 percent by weight then provide test reports signed by batching plant, for each type of cementitious and aggregate product, certifying amount of recycled material.
    b. Recycled Content shall be determined in accordance with FTC Guides for the Use of Environmental Marketing Claims, 16 DFR 260.7 (e).

3. Product Data for Credit MR 5.1: For cementitious and aggregate materials produced and batched regionally, including printed statement identifying location of manufacturer and batching plant.
4. Product Data for Credit MR 5.2: For cementitious and aggregate materials quarried regionally, including printed statement identifying location of quarry.

1.03 QUALITY ASSURANCE

A. Local / Regional Materials:

1. Provide cementitious and aggregate materials that are quarried and mixed regionally within a radius of 500 miles of Project Site.

B. Reference standards: Applicable provisions of the following govern the work of this Section, except as noted or specified.

1. ACI 211, Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete.
2. ACI 211.1, Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.

3. ACI 211.2, Standard Practice for Selecting Proportions for Structural Lightweight Concrete.
4. ACI 301, Specifications for Structural Concrete for Buildings.
5. ACI 302, Recommended Practice for Concrete Floor and Slab Construction.
6. ACI 303R, Guide to Cast-In-Place Architectural Concrete Practice.
7. ACI 304, Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
8. ACI 304.5, Recommended Practice for Batching, Mixing, and Job Control of Lightweight Concrete.
9. ACI 318, Building Code Requirements for Reinforced Concrete.
10. ACI 305, Recommended Practice for Hot Weather Concreting.
11. ACI 306, Recommended Practice for Cold Weather Concreting.

C. Source quality control:

1. Testing Agency shall test the materials for conformance with these Specifications before concrete mixes are established, and when source is changed, unless recent test results of materials to be used on the Project are acceptable to the Architect.
2. Testing coarse aggregates:

    a. Test aggregates before and after concrete mix is established and whenever the character source of material is changed, but not less than one test for each 500 cubic yards.
    b. Perform a sieve analysis to determine conformity with limits of gradation. Perform sampling and testing according to ASTM C33, and as follows:
        1) Sampling of aggregates: ASTM D75. Take samples of aggregates at source of supply, or if source of supply has been approved, from storage bunkers at ready mixed concrete plant.
        2) Testing of aggregates shall include:
            a) Sieve analysis: ASTM C136
            b) Organic impurities: ASTM C40. Fine aggregate shall develop a color not darker than the referenced standard color.
            c) Soundness: ASTM C88. Loss after 5 cycles not over 8% for coarse aggregate, nor 10% for fine aggregate.
            d) Abrasion of concrete aggregate: ASTM C131. Weight loss not over 10 1/2% after 100 revolutions, nor 42% after 500 revolutions.
            e) Deleterious materials: ASTM C33.
            f) Materials passing No. 200 sieve: ASTM C117, not over 1% for gravel, 1.5% for crushed aggregate per ASTM C33.
            g) Reactive materials: ASTM C289. Aggregates shall indicate no potential deleterious reactivity.
            h) Definitions: ASTM C125.

3. Cement test:

    a. The cement mill laboratory will be acceptable as testing laboratory for this purpose when approved by the Engineer. Submit evidence to show that the cement mill laboratory is qualified to perform tests. The laboratory shall

make tests for every 500 barrels or fraction thereof of cement used, in accordance with ASTM C150.

b. Make tensile strength test at 7 days. Tag the cement for identification at the location of sampling. A representative of the Testing Agency shall certify that materials being used are taken from the lots sampled and tested for this report.

D. Sample panels: Before beginning work, cast a 6 ft. x 6 ft. sample panel of each type of flatwork finish specified at a location on the site agreed upon with the Architect.

1. Use same concrete mix, placing, consolidating and finishing methods and workmen as for the finish work.
2. Protect panels until their removal is authorized by the Architect. Make such modifications as necessary to achieve a panel satisfactory to the Architect and Owner.
3. Approved panels shall serve as the standard for all remaining work. Remove panels only after completion and acceptance of the flatwork.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Portland cement: ASTM C150, Type I or II low alkali. Do not change brand or type of cement without the Architect's written approval. Cement may be supplemented with fly ash conforming to ASTM C 618.

B. Aggregates: Submit pit source and characteristics of each type aggregate prior to designing mixes.

1. ASTM C33 for normal weight concrete.
2. Aggregate shall be graded so that coarse aggregate nominal size is not larger than 1/5 of the narrowest dimension between form faces; nor 3/4 of the minimum clear spacing between individual reinforcing bars or bundles of bars, whichever is less, but never greater than 3/4" in any dimension for slabs 4" thick or less; 1 1/2" at all other locations.
3. Except where specifically indicated, "Pea Gravel" concrete (concrete with a maximum aggregate size of 3/8") shall not be permitted without written permission from the Engineer.

C. Admixtures:

1. Calcium chloride, thyocyanates and admixtures containing chloride ions are not permitted.
2. Other than specified, admixtures complying with the following may be used with the Architect's approval. Submit manufacturer's data for each product proposed for use.
3. Admixtures shall comply with the following:

a. Air-entraining admixture: ASTM C260, certified by manufacturer to be compatible with other required admixtures.
b. Water-reducing admixture: ASTM C494, Type A.
c. High-range water-reducing admixture (super plasticizer): ASTM C494, Type F or Type G.
d. Water-reducing, non-chloride accelerator admixture: ASTM C494, Type E.
e. Water-reducing, retarding admixture: ASTM C494, Type D.

D. Structural adhesive: ASTM C881, 2-component material suitable for use on dry or damp surfaces. Provide material "Type", "Grade", and "Class" to suit Project requirements.

E. Water: Fresh, clean, and free of oil and other materials injurious to concrete.

F. Sealer:

1. At all locations where concrete is exposed (not covered by floor finishes, coatings, etc.) at interior location.

G. Curing compound:

1. Liquid membrane forming compound containing a fugitive dye, conforming to ASTM C309, Type I, guaranteed not to affect the bond, adhesion, or effectiveness of finishes and surface treatment specified herein to be applied to concrete.
2. Curing compound used on exposed concrete surfaces shall be non-discoloring, fast drying and shall be conclusively demonstrated not to darken or yellow with age. Curing compound for use on concrete floors to receive adhered floor finishes shall be specially formulated for such use and shall be certified by the manufacturer not to inhibit the bonding qualities of flooring adhesives.

H. Expansion joint materials:

1. Joint filler: Non bituminous product compatible with sealant specified in Section 07 90 00. Use in combination with plastic joint cap.
2. Joint sealant and back up rod: As specified in Section 07 90 00.

I. Non-shrink grout: Cement-based Non-metallic Non-shrink grout with minimum 28-day strength of 5,000 psi.

J. Bonding agent: Latex bonding agent suitable for indoor and outdoor use, conforming to ASTM C-1059.

K. Curing paper: Fiber-reinforced, asphalt-impregnated kraft paper

2.02 MIXES

A. Mix Design: Concrete shall be designed in accordance with the California Building Code, Section 1905.2.3, Method B.

1. A testing agency under the direction of a California-registered Civil or Structural Engineer shall design all structural concrete mixes required for the Project to provide:

    a. Concrete of the compressive strength indicated on the Drawings.
    b. Adequate workability and proper consistency to permit concrete to be worked readily into the forms and around reinforcement without segregation and excessive bleeding.
    c. Other requirements of these Specifications.

2. Determine proper proportions for design mixes in accordance with ACI 211 or ACI 318.
3. Determine proper water cement ratio by preliminary test made in accordance with ASTM C192.
4. Slump limits: Proportion and design mixes to result in the concrete slump at point of placement not exceeding the maximum recommended by ACI 301 and as accepted in the mix design.
5. Tests shall be conducted in accordance with ASTM C39.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: Use the highest percentage of fly ash replacement possible to meet performance and drying time criteria.
2. Combined Fly Ash and Pozzolan: 25 percent.

C. Submit reports showing results of sieve analysis, mix design and results of compression tests. Make test specimens from not less than 3 batches of each design mix. The trial batch strength for each mix shall exceed indicated f'c by 25% or a lesser amount based on standard deviations of strength test records according to ACI 318. Do not start concrete production until mixes have been reviewed and are acceptable to the Architect.

D. For each batch, weigh the fine and coarse aggregate separately, measure cement and water separately and introduce separately into the mix so that proportions can be accurately controlled and easily checked.

E. Do not change proportions established by the accepted mix design without the Architect's written approval.

1. Cement: If concrete develops less than required minimum strength, adjust mix proportions and increase the amount of cement, as necessary.
2. Water: Do not exceed predetermined amount of water because of slowness of discharge from mixer or any other reason, but reduce water to minimum necessary to produce concrete that will work readily into corners and angles of forms and around reinforcements, without segregation of materials and without free water collecting on the surface.
3. Aggregates: Reasonable variations in grading will be allowed because of characteristics of available materials and the need for workability and strength.

F. Concrete mixing:

1. Mixing and delivery shall comply with ASTM C94, these Specifications, and Building Code requirements.
2. Testing Agency shall perform check sieve analysis of the aggregates being used, check compliance with mix design and the cement being used against mix design; check that water has been removed from the drum before adding mix ingredients for the following load and shall witness the loading of mixing trucks. Testing Agency shall provide a written report of each inspection indicating compliance or non-compliance with these Specifications.
3. In addition to the requirements of ASTM C94 Section 16.1 provide the following information on delivery tickets. Provide a ticket signed by an authorized representative of the batching plant with each mixer truck of concrete delivered to the site.

    a. Type and brand of cement.
    b. Cement content per cu. yd., of concrete.
    c. Maximum size of aggregate.
    d. Total water content expressed as water/cement ratio.

4. Deliver batch tickets to the Owner's Inspector at the site when concrete is delivered.
5. Maintain equipment in proper operating condition, with drums cleaned before charging each batch. Schedule rate of delivery to prevent delay of placing the concrete after mixing, or holding dry-mixed materials too long in the mixer before the addition of water and admixtures.
6. Remove all materials, including water remaining in the ready mix truck drum, completely before ingredients for the following loads are introduced in the drum.
7. Do not use concrete which has not been placed 30 minutes after leaving the mixer, or concrete that is not placed within 60 minutes after water is introduced into the mix.
8. Mix proportions for architectural cast-in-place concrete shall provide a mixture of proper workability and strength for specific type of concrete, with water-cement ratio in accordance with requirements of ACI 303R, Chapter 6. Slump shall be as low as possible, consistent with the particular type of concrete and methods of deposit. Consistency for any placement shall be constant from batch to batch in order to provide uniformity in the end product. Experiment with dryer concrete lifts gradually toward the top to provide a more uniform appearance. Experimentation may be done on concealed basement walls and/or mock-ups using Architectural concrete mix.

    a. Make every effort to pour architectural concrete with concrete temperatures between 65 and 85 degrees F. Higher temperatures can result in faster setting rate, and visible flow lines and cold joints.

PART 3 - EXECUTION

3.01 PREPARATION

A. Inspect excavations, subgrades and formwork, as applicable for each placing operation, for accuracy of lines, levels, elevations and dimensions.

B. Inspect placement of reinforcement and accessories for proper position, sizes, clearances, fastenings, laps and splices.

C. Moisten, do not saturate, earth subgrade and bearing surfaces. Do not place concrete on muddy subgrade.

D. Wet wood forms thoroughly when they are not treated with form release agent. Wet other materials sufficiently to reduce suction and maintain concrete workability.

E. Embedded items including, but not limited to, conduits, anchors and rough hardware, built into concrete as indicated or required.

1. Do not embed piping and conduits, other than electrical conduits, in structural concrete. Locate conduits so as to reduce strength of the structure the least amount, as approved by the Architect, and as indicated on the Drawings.
2. Embed bolts, inserts and other items in the concrete. Secure accurately so that they are not displaced during concrete placing, compacting and finishing operations. Wire tie, nail or bolt embeds securely to forms.
3. Set embedded bolts for materials and equipment attached to concrete to template, layouts and shop drawings. Verify size, length and location of electrical conduits with respect to equipment supports.
4. Fill voids in sleeves, inserts and anchor slots temporarily with readily removable material to prevent entry of concrete in the voids.

F. Install expansion joint fillers where indicated, and as required to isolate concrete slabs-on-grade from other building elements such as walls and equipment pads. Cover filler with plastic joint cap and leave in place until ready to receive sealant, then remove and discard plastic cap.

G. Do not proceed with placement of concrete until all conditions are satisfactory.

3.02 CONVEYING

A. Rapid handling: Transport concrete from the mixer to location of placing as rapidly as practical to avoid separation or loss of ingredients.

B. Transporting methods:

1. Use cranes, carts, buggies or other approved means to deliver concrete to final locations. Do not use delivery systems (pipe, chutes, etc.) formed of aluminum for transporting concrete.
2. If pumping of concrete is contemplated, first obtain the Architect's approval for the design mix and the placement method before placing concrete.

C. Free fall: As dictated by job conditions at each location, but not more than 4 ft. where concrete will be exposed in the Work and 6 ft. at all other locations. Avoid large concentration of concrete in one location, which would produce unacceptable deflection in supporting formwork or steel decking.

D. Concrete flow: Keep surface of concrete level during placing with a minimum of concrete allowed to flow from one position to another. Carry concrete up uniformly for the length of walls being placed to reduce lateral flow of concrete to 5 ft. maximum.

E. Runways: Construct substantial runways and scaffolding to avoid movement and vibration in the forms and reinforcing steel as a result of transporting and placing concrete.

3.03 PLACING

A. General: Comply with the more restrictive requirements of ACI 304 and California Building Code, Section 1905.7 Preparation of Equipment and Place of Deposit. Do not place concrete in or under water.

1. In addition comply with applicable requirements of ACI 303R Chapter 7 requirements for architectural cast-in-place concrete, and requirements of Section 03 31 50.

B. Consolidation: Thoroughly consolidate concrete and work it around reinforcement and embedded items and into corners and angles of forms, by spading, rodding and tamping to exclude rock pockets, air bubbles and honeycombs, and to obtain required density and strength.

C. Internal vibration:

1. Use mechanical vibrators to consolidate each layer with that previously placed, to completely embed reinforcement and fixtures and to bring fine materials to the faces and top surfaces to produce the proper finish.
2. Assign at least one workman at each location where concrete is being placed to vibrate and consolidate the concrete in forms. Take care to avoid overvibration causing separation of ingredients. Keep extra standby vibrator at the site.
3. Do not use vibrator to move concrete.
4. Comply with the requirements of Section 03 31 50 for consolidation of architectural cast-in-place concrete.

D. Flow of concrete: Keep surface of concrete level during placing, with a minimum of concrete allowed to flow from one position to another. Place concrete in a continuous operation until each section or panel has been completed.

E. Record: Keep records showing location, date and time of placement of all concrete on the Project.

F. Floor slabs: Shape slabs to the levels, slopes and elevations indicated and accurately pitch or grade to drainage fittings and fixtures installed in them. Where indicated, depress slabs to receive other finishes.

G. Wall supported elements: Under normal weather conditions, wait at least 2 hours after depositing concrete in walls and columns before placing concrete in supported floors. Consider beams, girders, capitals and brackets as part of the floor systems.

H. Temperature: Do not place concrete when the temperatures of the materials in contact with the concrete, and the ambient temperature exceed the ranges recommended in ACI 305 and 306, if it is likely to exceed these temperature before the concrete has taken its initial set, unless special precautions recommended by ACI 305 and 306 are provided.

I. Construction joints: Refer also to Section 03 10 00 - Concrete Formwork for additional provisions on this subject. Comply with the more restrictive requirements of the California Building Code, Section 1906.4 Construction Joints and the following:

1. Location: Locate joints to least impair the strength and appearance of the structure. Obtain the Architect's approval of all construction joint locations before casting concrete. In general construction joints shall be located as follows, unless otherwise indicated on the Drawings:

    a. In walls locate at the underside of floors or slabs, and at the top of footings or floor slabs.
    b. In slabs on grade locate joints as detailed on the Drawings, but not more than 20' o.c.; off set not less than 5 ft., with a minimum of 2 offsets. Allow proper time lapse in placing of floor sections adjoining prior placings.
    c. In all cases make construction joints perpendicular to the main reinforcement. Continue reinforcement across joints.

2. Provide keyways at least 1 1/2" deep in construction joints in slabs, and between walls and footings; use prefabricated bulkheads specified for slabs.
3. Keep exposed face of construction joints continuously moist from time of initial set until subsequent placing of concrete against them, but not to exceed the curing period. When not damp, wet (do not saturate) the contact surface of joints for a minimum of 24 hours before placing adjoining concrete.

    a. Before placing adjoining concrete, clean contact surfaces to remove all laitance, loosened particles of aggregate or damaged concrete, and expose sound, coarse aggregates solidly embedded in the matrix.
    b. To achieve the above, the contact surface may be washed with clean water under pressure (jet blast), may be sandblasted, or in areas which will be concealed from view when the building is completed an approved structural adhesive may be used on clean, structurally sound concrete. Remove wash water entirely from surface.
    c. If a contact surface becomes coated with foreign materials of any nature after being cleaned, clean again to suitable condition.

J. Tolerances: In compliance with ACI 117 as follows.

1. Paragraph 2.1, except for reference to slip forming.
2. Paragraph 2.2, Class BX for slabs, except that where ceramic or paver tiles are dry-set on slabs, and epoxy terrazzo, provide Class AX.
3. Paragraph 3.6.
4. Grind and/or fill all slabs to receive epoxy terrazzo to maintain maximum deviation of 1/8" in 10'.

3.04 FINISH OF FORMED SURFACES

A. Rough form:

1. Provide as-cast rough form finish to formed concrete surfaces that are to be concealed in the finish work or by other construction, but not finished (paint, resilient flooring, wall coverings, etc.).
2. Standard rough form finish consists of concrete surface having the texture imparted by the form facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

B. Smooth form finish for exposed non-architectural concrete:

1. Provide as-cast smooth form finish for formed concrete surfaces to be exposed-to-view at interior locations, or to be covered with a coating material applied directly to the concrete, or a covering material bonded to the concrete such as waterproofing, dampproofing, acoustical tiles, painting, and similar systems.
2. Provide smooth form finish by selecting form material to impart a smooth, hard, uniform texture and arranging the orderly and symmetrical with a minimum of seams. Repair and patch defective areas with all fins or other projections completely removed and smooth.

C. Architectural cast-in-place concrete: Finish of exposed concrete surfaces indicated on the Drawings as architectural cast-in-place concrete shall comply with the requirements of Section 03 31 50 - Architectural Cast-In-Place Concrete.

D. Related unformed surfaces:

1. At tops of wall, horizontal offsets and similar unformed surfaces occurring adjacent to formed surfaces, strike off smooth and finish with textured matching the adjacent formed surfaces.
2. Continue the final surface treatment of formed surfaces uniformly across the adjacent unformed surface, unless otherwise shown.

E. Top of footings: Screed to elevations indicated.

3.05 FINISHING FLATWORK

A. Protection:

1. Protect work of other trades from damage by covering it with heavy kraft paper securely taped in place. Leave protection in place as long as its need exists.
2. Control the use of water and other contaminants within the building so that no damage to previously installed work or existing structure and finish occurs.

B. Compacting and floating:

1. Bring slabs to proper elevations and strike off with a straightedge. Remove excess water and laitance.

a. Compact and consolidate to embed coarse aggregates.
b. Float and test surfaces with a 10 ft. straightedge and eliminate high and low spots to comply with tolerances specified.
c. From this point, use the methods and tools necessary to produce surface tolerances and finishes specified.

2. Use screeds of type and spacing required to produce specified slab tolerances.

C. Screeding: At concrete for floors to be placed over metal deck:

1. The steel angle closure at metal deck edges is not intended to serve as a screed.
2. Use adjustable screeds at all screeded points and adjust to compensate for existing deflection and for deflection of deck and beams occurring during concreting operations.
3. Continuously monitor screeds and floors during concrete placement and finishing and adjust concrete floor thickness as required to obtain level floors.

D. Moisture control: In addition to other finishing requirements, use a water fog spray to reduce plastic shrinkage cracks during flatwork finishing operations when conditions of low humidity and/or high temperature exist.

1. Immediately after concrete has been brought to a flat surface and the shiny film of moisture disappears, restore it and maintain until final troweling by applying a light film of moisture with an atomizing type fog sprayer.
2. Use frequent light applications of moisture rather than excessive amounts at any one time. Adjust the amount and frequency of fog spray as required by variable conditions of weather, wind, temperature and humidity.

E. General requirements:

1. Finish surfaces to produce a uniform appearance throughout area involved and throughout adjacent areas with the same treatment.
2. Where concrete finishing occurs adjacent to finished metal or other surfaces, particularly where serrated or indented surfaces occur, remove all traces of cement film before allowing to harden.
3. Use no troweling machines within 12" of electrical junction and outlet boxes which are set to finish flush with concrete floors. Float and trowel such areas by hand with wood floats and steel trowels, taking care to see that concrete is finished flush with box cover and matches adjacent surfaces.

F. Schedule of finishes: Match approved sample panels.

1. Scratch finish:

a. Apply to monolithic slabs to receive concrete floor topping, mortar set tile and other bonded applied cementitious finish flooring material. Verify finish required by various applied finishes such as epoxy terrazzo with the requirements of individual Sections and Manufacturers.
b. After placing slabs, plane the surface to a tolerance not exceeding 1/4" in 2 ft. when tested with a 2 ft. straightedge. Slope surfaces uniformly to drains

where required. After leveling, roughen the surface before the final set with stiff brushes, brooms or rakes.

2. Float all other monolithic slab surfaces unless otherwise specified.
3. After placing concrete slabs, do not work the surface further until ready for floating. Begin floating when the surface water has disappeared or when the concrete has stiffened sufficiently to permit the operation of power-driven float, or both. Consolidate the surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units.

    a. Finish surfaces to receive elastomeric coatings and waterproofing to produce a uniform texture and finish throughout acceptable to the waterproofing and elastomeric coating manufacturer.
    b. Steel trowel surfaces to receive ceramic tile, carpeting, resilient flooring, other thin floor coverings, and concrete slabs which have no other specified finish (indicated as CONC-3 finish on Drawings), to a hard, dense, burnished surface.
        1) After floating, begin the first trowel finish operation using a power-driven trowel. Begin final troweling when the surface produces a ringing sound as the trowel is moved over the surface.
        2) Consolidate the concrete surface by final hand troweling operation, free of trowel marks, uniform in texture and appearance, and with surface plane tolerance specified. Grind smooth surface defects which would telegraph through applied floor covering system.
        3) After steel troweling, texture surfaces to receive ceramic tile with a fiber broom to provide a mechanical bond with the mortar, or omit the burnishing. These slabs must be approved by the subcontractors installing the tiles as satisfactory to receive their work.

    c. Use abrasive aggregate (non slip) finish for stair treads and landings where applied finishes are not used.
        1) Broadcast abrasive aggregate on the concrete, after first troweling operation uniformly at the rate of 50 lbs. per 100 sq. ft.
        2) After second troweling, rub surface with pads of steel wool to remove film of cement and expose the non slip aggregate, or as an option etch concrete with a 10% solution of muriatic acid followed by flushing with water to remove all traces of acid and expose the non slip aggregates.

    d. Finish all flatwork at parking areas, including ramps, with a medium broom finish with tooled edges. Draw broom against a straightedge at right angle to the direction of traffic, or as indicated on Drawings.
    e. Exterior flatwork: As specified in Section 03 31 50.

4. Markings:

    a. At expansion joints and elsewhere as indicated, mark slabs with a 1/4" radius rounded edging or marking tool. In textured work edge and mark slabs, after texturing, with a combination edging/ smoothing tool approximately 1-1/2" wide.

b. Where saw cutting is indicated, time this operation so that it is performed as soon as concrete has hardened sufficiently to prevent aggregates being dislodged by the saw, but before shrinkage stresses have developed sufficiently to produce cracking. Saw cutting shall be performed on the same day as placement of the concrete.
c. Make marking lines straight, or curved as indicated, equally spaced and parallel to adjacent lines and/or walls, edges and other construction, and of uniform depth and cross section, with intersections accurately formed.

G. Curbs: Immediately after removing forms finish faces and top with a steel trowel.

3.06 CURING

A. General: Coordinate curing methods with requirements of manufacturers whose materials with be applied over concrete surfaces.

B. Formed concrete: Wet the tops and exposed portions of formed concrete, keep moist and at a temperature of not less than 50 deg F until forms are removed, but for not less than 7 days duration. If forms are removed before 14 days after concrete is cast, coat concrete with curing compound as specified for flatwork below.

C. Concrete flatwork:

1. After finishing, spray the specified curing compound uniformly in 2 coats at 90 deg. to each other not exceeding coverage rates recommended by the manufacturer. Inspect treated surfaces daily for 14 days for evidence of drying. Re wet the surfaces and apply a new application of curing compound if premature drying occurs, as soon as can be done after finishing without marring the surfaces.
2. Remove sealer residue after curing period is completed.

3.07 MISCELLANEOUS CONCRETE WORK

A. Equipment bases and foundations:

1. Provide machine and equipment bases and foundations where indicated on Drawings.
2. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of the manufacturer furnishing the machines and equipment.
3. Prior to pouring equipment bases, verify sizes and adequacy of base with actual equipment to be supplied. Base sizes shown on the Drawings reflected requirements of primary name brand equipment supplier.

B. Pits, trenches and curbs: Construct pits for elevators, transformers, pumps, valves, loading dock lift, trenches, curbs, gutters, and other miscellaneous concrete work.

C. Grouting and dry-packing: Install as indicated and required, except for items grouted by other trades. Comply with the grout manufacturer printed instructions and the following.

1. Mix material with sufficient water so it flows under its own weight for grout, and to just moisten and bind the material together for drypack.
2. Place dry-pack by forcing and rodding to fill all voids and provide complete bearing under plates. Place fluid grout from one side only and puddle to completely fill voids; do not remove dams or forms until grout attains initial set. Finish exposed surfaces smooth, and damp cure at least 3 days.

D. Concrete fill in stair pans: Coat steel with bonding agent and fill pans with a mix containing 3/8" maximum aggregate size. Reinforce the mix with 2" x 2" x 16 gage welded wire mesh at midpoint.

E. Waterproof membranes: Perform work over waterproof membranes to prevent damage to the membranes. Schedule this work to reduce to a practical minimum the period when the installed membrane is left without protection. Prior to placing concrete, inspect the membrane and repair damage which may have occurred.

3.08 PROTECTING/CLEANING

A. A.Protect finished concrete surfaces from stains, abrasions and other damages until acceptance by the Architect.

1. Cover concrete with non-staining, waterproof tarpaulins or similar form of protection when performing other work adjacent to concrete surfaces.
2. Protect exposed edges of concrete by boarding.
3. Do not allow fire in direct contact with concrete.
4. Provide adequate protection against injurious action by sun or wind. Protect fresh concrete from heavy rain and mechanical injury.

B. Upon completion, wash and clean exposed concrete and leave free of oil, paint, plaster and foreign substances, ready to receive applied finishes or to be left exposed.

3.09 DEFECTIVE CONCRETE

A. Concrete which does not meet the requirements of the Contract Documents will be deemed defective.

B. Remove defective concrete as directed by the Architect and replace with concrete meeting the requirements of the Contract Documents, at no additional cost to the Owner.

3.10 FIELD QUALITY CONTROL

A. Concrete quality control (refer also to Section 01400): The following will be performed by the Owner's Inspectors. Additional tests may be made by the Contractor, for its convenience, at the Contractor's expense.

1. Samples will be taken during progress of the work to determine slump, compression strength, aggregate sieve analysis, and grout mix tests, with assistance furnished by the Contractor.
2. 4 cylinders will be made for each day's pour, or for each 150 cubic yards, or once for each 5,000 sq. ft. of surface area, whichever is less, for each type of concrete being cast.
3. 1 cylinder shall be tested at 7 days, and 2 cylinders at 28 days. The remaining cylinder will be kept in reserve in case tests are unsatisfactory.
4. Samples will be made in accordance with ASTM C172.
5. Specimens will be made and laboratory cured in accordance with ASTM C31.
6. The 28 day values shall be the criteria for acceptance of concrete regarding strength only.

    a. 7 day tests may be regarded as indicative of compliance or non compliance with the 28 day strength requirements, and the Contractor should be guided accordingly in matter of adjusting proportions, if necessary, and notify the Architect.
    b. 7 day tests shall also be a guide to the Contractor regarding time for form removal.

7. Slump tests will be made for each set of tests cylinders in accordance with ASTM C143.

B. Tests evaluation:

1. Concrete cylinder test shall be evaluated in accordance with ACI 214 and 318.
2. If 28 day test results indicate that concrete strength is not as specified, core concrete as instructed by the Architect in accordance with ASTM C42.

    a. Plug core hole solid as specified in Article 3.04 of this Section.
    b. The cost of cores, tests and patching shall be borne by the Contractor.

3. In the event that additional core tests do not show strength required, or as determined by load tests made in accordance with ACI 318, the defective concrete shall be removed and replaced, or shall be reinforced as directed by the Architect, at the Contractor's expense.
4. If core tests results fall below design strength specified, adjust the concrete mix or water content for future batches, at no additional cost to the Owner.

END OF SECTION 03 30 00

SECTION 05 12 00 – STRUCTURAL STEEL

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes the following:

1. Structural steel.
2. Architecturally exposed structural steel.
3. Grout.

B. Related Sections include the following:

1. Division 1 Section "Quality Requirements" for independent testing agency procedures and administrative requirements.
2. Division 1 Section "Special Environmental Requirements".
3. Division 1 Section "Submittal Procedures".
4. Division 1 Section "Submittal Procedures" Appendix A "Green Building Product Information Submittal Form".
5. Division 1 Section "LEED Requirements" for additional LEED requirements.
6. Division 1 Section "LEED Requirements" Section 2.4 for Low Emitting Materials.
7. Division 3 Section "Cast-In-Place Concrete" for setting of anchor bolts, concrete foundations, and for as-built survey of concrete work.
8. Division 5 Section "Steel Deck" for field installation of shear connectors.
9. Division 5 Section "Metal Fabrications" for steel lintels or shelf angles not attached to structural-steel frame miscellaneous steel fabrications and other metal items not defined as structural steel.
10. Division 9 painting Sections for surface preparation and priming requirements.

C. Products Furnished But Not Installed Under This Section:

1. Anchors for casting into concrete.
2. Loose bearing plates to receive Structural Steel.

1.02 DEFINITIONS

A. Structural Steel: Elements of structural-steel frame, as classified by AISC's "Code of Standard Practice for Steel Buildings and Bridges," that support design loads.

1.03 SUBMITTALS

A. Comply with Section 01 33 00 – Submittal Procedures. Submit the Green Building Product In-formation Submittal Form a minimum 2 weeks prior to product delivered to site.

B. Product Data: Submit "Green Building Product Information Submittal Form" a minimum 2 weeks prior to product delivered to site. Incomplete forms will be rejected and returned to the Contractor for completions. No work can be done on-site until the form is completed and sub-mitted for review.

C. Product Data:

1. Producer's or Manufacturer's Specifications recommended installation instructions, laboratory test reports and other data required to prove compliance with the specified requirements.

    a. Structural steel including chemical and physical properties.
    b. Bolts, nuts, and washers including mechanical properties and chemical analysis.
    c. Shear stud connectors.
    d. Shop primers.

2. Nonshrink grout.

D. Shop Drawings: Show complete details and schedules for fabrication of structural steel components and shop assembly of members.

1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
2. Provide setting drawings, templates and directions for installing anchor bolts and other embedded structural steel.
3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
5. Identify shop drawing details by reference to Sheet and Detail Number on the Contract Drawings.
6. Submit erection plan sequence and procedures.

E. LEED Submittals:

1. Credit MR 4.1 and Credit MR 4.2: Product Data for materials with recycled content such that post-consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum combined total of 20 percent of cost of all recycled content materials used for Project.
2. Credit MR 5.1 and Credit MR 5.2: Product Data for materials which, by project's end, total 20 percent of combined building materials (by cost) that are regionally extracted, processed and manufactured materials.
3. Credit EQ 4.1 and EQ 4.2: Manufacturers' product data for sealants, adhesives and paints, including printed statement of VOC content and material safety data sheets.

F. Welding certificates: Submit Certificates certifying welders employed on the work verifying AWS qualifications within the previous 12 months.

G. Qualification Data: For Installer, fabricator, professional engineer, and testing agency.

H. Manufacturer's Mill Certificate: Submittal shall certify that products meet or exceed specified requirements.

I. Mill Test Reports: Submit manufacturer's certificates indicating structural strength, destructive and non-destructive test analysis.

J. Test Reports: Submit reports of tests conducted on shop and field welded and bolted connections, including data on type of tests conducted and test results.

K. Shop and Field inspection is required.

L. Submit material cost data for all materials required to construct the work in place. The cost data should be marked up to the General Contractor. If the work is self performed the material cost shall reflect the actual cost of the material without mark up.

M. Provide manufacturer's information/data sheet or a letter from the manufacturer indicated the location of manufacture, amount of recycled content (post consumer and post industrial percentage) in the product, and the location of raw material harvest if within 500 miles of the project site.

1.04 FIELD MEASUREMENTS

A. Verify that field measurements, lines, grades and elevations agree with measurements shown on the Contract Drawings. Concrete Contractor shall furnish the Steel Contractor accurate as-built drawing of bolt settings.

B. Contractor shall be entirely responsible for the correctness, conformity, accuracy and execution of structural steel work.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CASE or CSE.

B. Fabricator Qualifications: A qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category Cbd or Sbd.

C. Shop-Painting Applicators: Qualified according to AISC's Sophisticated Paint Endorsement P1, P2, P3 or SSPC-QP 3, "Standard Procedure for Evaluating Qualifications of Shop Painting Applicators."

D. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."

E. Comply with applicable provisions of the following specifications and documents:

1. California Building Code, Title 24.
2. AISC's "Code of Standard Practice for Steel Buildings and Bridges."

a. Paragraph 4.2.1 of the above code is hereby modified by deletion of the following sentence:

1) "This approval constitutes the owner's acceptance of all responsibility for the design adequacy of any detail configuration of connections developed by the fabricator as part of his preparation of these shop drawings."

b. Paragraph 4.2.2 is deleted in its entirety.

c. Paragraph 7.9.3 of the above code is hereby modified by the deletion of the following sentence:

1) "The contract documents specify the sequence of schedule of placement of such elements."

d. Structural steel members exposed to public view, including canopy and trellis framing, shall be considered Architecturally Exposed Structural Steel (AESS), and shall be fabricated, delivered and erected per Chapter 10 of the above code.

3. American Welding Society "Code D1-1 Structural Welding Code".
4. A.I.S.C. Specifications for Design, Fabrication and Erection of Structural Steel for Buildings.
5. R.C.R.B.S.J. Specifications for "Structural Joints Using ASTM A325 Bolts".

F. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from erosion and deterioration.

B. Deliver materials, structural steel and components to the job site properly marked to identify location for which they are intended. Use markings corresponding to markings shown on the approved shop drawings.

C. Store fasteners in a protected place. Clean and relubricate bolts and nuts that become dry or rusty before use.

D. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

1.07 COORDINATION

A. Furnish anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.01 STRUCTURAL STEEL MATERIALS

A. Recycled Content of Materials: LEED Credit MR 4.1 and Credit MR 4.2: Provide building materials with recycled content such that post-consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum of 20 percent of cost of materials used for Project.

B. Regional Materials: LEED Credit MR 5.1 and Credit MR 5.2: Provide at least 20 percent of building materials (by cost) that are regionally extracted, processed and manufactured materials.

C. Indoor Environmental Quality: Credit EQ 4.1: For field applications that are inside the weatherproofing system, use adhesives and sealants that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

D. W-Shapes: ASTM A 992.

E. Channels, Angles, M-shapes, S-Shapes: ASTM A 36.

F. Plate and Bar: ASTM A 36, or ASTM A 572, Grade 50 where indicated on Contract Drawings.

G. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B, structural tubing.

H. Steel Pipe: ASTM A 53, Type E or S, Grade B welded seamless pipe, Standard weight class or as indicated on Contract Drawings, Black finish except where indicated to be galvanized.

I. Welding Electrodes: Comply with AWS requirements.

2.02 BOLTS, CONNECTORS, AND ANCHORS

A. High-Strength Bolts, Nuts, and Washers: ASTM A 325 or ASTM A 490 as indicated, Type 1, heavy hex steel structural bolts; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers, plain finish.

B. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1, Type B.

C. Headed Anchor Rods: ASTM A 307, Grade A, straight.

1. Nuts: ASTM A 563 heavy hex carbon steel.

2. Plate Washers: ASTM A 36 carbon steel.
3. Washers: ASTM F 436 hardened carbon steel.
4. Finish: Plain.

D. Threaded Rods: ASTM F 1554, Grade 36 or as indicated on the Contract Documents.

1. Nuts: ASTM A 563 heavy hex carbon steel.
2. Washers: ASTM F 436 hardened.
3. Finish: Plain.

E. Clevises and Turnbuckles: ASTM A 108, Grade 1035, cold-finished carbon steel.

F. Eye Bolts and Nuts: ASTM A 108, Grade 1030, cold-finished carbon steel.

G. Sleeve Nuts: ASTM A 108, Grade 1018, cold-finished carbon steel.

2.03 PRIMER

A. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer.

B. Galvanizing Repair Paint: MPI#18, MPI#19, or SSPC-Paint 20.

C. Indoor Environmental Quality: Credit EQ 4.1: For field applications that are inside the weatherproofing system, use adhesives and sealants that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.04 GROUT

A. Cement Grout: Portland cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404, Size No. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration. Grout shall have a minimum compressive strength of not less than 3000 psi in 7 days, or as indicated on Contract Drawings.

B. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time. Grout shall have a minimum compressive strength of not less than 3000 psi in 7 days, or as indicated on Contract Drawings.

C. Indoor Environmental Quality: Credit EQ 4.1: For field applications that are inside the weatherproofing system, use adhesives and sealants that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.05 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC's "Load and Resistance Factor Design Specification for Structural Steel Buildings."

1. Camber structural-steel members where indicated.
2. Identify high-strength structural steel according to ASTM A 6 and maintain markings until structural steel has been erected.
3. Mark and match-mark materials for field assembly.
4. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.

B. Architecturally Exposed Structural Steel: Comply with fabrication requirements, including "Standard" tolerance limits, of AISC's "AESS Supplement" to "Modern Steel Construction", May 2003 issue, for structural steel framing identified as architecturally exposed structural steel.

1. Fabricate with exposed surfaces smooth, square, and free of surface blemishes including pitting, rust, scale, seam marks, roller marks, rolled trade names, and roughness.
2. Remove blemishes by filling or grinding or by welding and grinding, before cleaning, treating, and shop priming.

C. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.

1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.

D. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.

E. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.

F. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 2, "Hand Tool Cleaning or SSPC-SP 3, "Power Tool Cleaning."

G. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1 and manufacturer's written instructions.

H. Steel Wall-Opening Framing: Select true and straight members for fabricating steel wall-opening framing to be attached to structural steel. Straighten as required to provide uniform, square, and true members in completed wall framing.

I. Welded Door Frames: Build up welded door frames attached to structural steel. Weld exposed joints continuously and grind smooth. Plug-weld fixed steel bar stops to frames. Secure removable stops to frames with countersunk, cross-recessed head machine screws, uniformly spaced not more than 10 inches o.c., unless otherwise indicated.

J. Holes: Provide holes required for securing other work to structural steel and for passage of other work through steel framing members.

1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
2. Base-Plate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

K. Bases and Bearing Plates: Shop weld to columns and members attached to concrete.

2.06 SHOP CONNECTIONS

A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.

B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.

1. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
2. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.
3. Verify that weld sizes, fabrication sequence, and equipment used for architecturally exposed structural steel will limit distortions to allowable tolerances. Prevent weld show-through on exposed steel surfaces.

    a. Grind butt welds flush.
    b. Grind or fill exposed fillet welds to smooth profile. Dress exposed welds.

2.07 SHOP PRIMING

A. Shop prime steel surfaces except the following:

1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches .
2. Surfaces to be field welded.
3. Surfaces to be high-strength bolted with slip-critical connections.
4. Surfaces to receive sprayed fire-resistive materials.
5. Galvanized surfaces.

B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to SSPC-SP 2, "Hand Tool Cleaning." or SSPC-SP 3, "Power Tool Cleaning."

C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 1.5 mils . Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
2. Apply two coats of shop paint to inaccessible surfaces after assembly or erection. Change color of second coat to distinguish it from first.

D. Painting: Apply a 1-coat, nonasphaltic primer complying with SSPC-PS Guide 7.00, "Painting System Guide 7.00: Guide for Selecting One-Coat Shop Painting Systems," to provide a dry film thickness of not less than 1.5 mils .

2.08 GALVANIZING

A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/ A 123M.

1. Fill vent holes and grind smooth after galvanizing.
2. Galvanize structural steel members as indicated on Contract Drawings. Provide minimum 1.25 oz/sq.ft. galvanized coating.

2.09 SOURCE QUALITY CONTROL

A. Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.

1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.

B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

C. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

D. Welded Connections: In addition to visual inspection, shop-welded connections will be tested and inspected according to AWS D1.1 and the following inspection procedures, at testing agency's option:

1. Liquid Penetrant Inspection: ASTM E 165.
2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
3. Ultrasonic Inspection: ASTM E 164.
4. Radiographic Inspection: ASTM E 94.

E. In addition to visual inspection, shop-welded shear connectors will be tested and inspected according to requirements in AWS D1.1 for stud welding and as follows:

1. Bend tests will be performed if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
2. Tests will be conducted on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments, with steel erector present, for compliance with requirements.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.

1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.

3.03 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and according to AISC's "Code of Standard Practice for Steel Buildings and Bridges."

B. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting base and bearing plates. Clean bottom surface of base and bearing plates.

1. Set base and bearing plates for structural members on wedges, shims, or setting nuts as required.
2. Weld plate washers to top of base plate.
3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base or bearing plate before packing with grout.
4. Promptly pack grout solidly between bearing surfaces and base or bearing plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

C. Maintain erection tolerances of structural steel and architecturally exposed structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."

D. Surveys: Establish permanent benchmarks necessary for accurate erection of structural steel. Check elevations of concrete surfaces, and locations of anchor bolts and similar items, before erection proceeds.

E. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.
2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.

F. Splice members only where indicated, unless, with the Engineer's approval, splices not indicated would result in lower costs due to reduced shipping or other expenses. For splices not indicated, submit structural calculations prepared and signed by a Civil engineer licensed to practice where the project is located.

G. Remove erection bolts on welded, architecturally exposed structural steel; fill holes with plug welds; and grind smooth at exposed surfaces.

H. Do not use thermal cutting during erection, unless approved specifically by the Engineer. When gas cutting is permitted, finish the gas cut section to a sheared appearance.

I. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

J. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1 and manufacturer's written instructions.

3.04 FIELD CONNECTIONS

A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.

B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.

1. Comply with AISC's "Code of Standard Practice for Steel Buildings and Bridges" for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

4. Verify that weld sizes, fabrication sequence, and equipment used for architecturally exposed structural steel will limit distortions to allowable tolerances. Prevent weld show-through on exposed steel surfaces.

    a. Grind butt welds flush.
    b. Grind or fill exposed fillet welds to smooth profile. Dress exposed welds.

3.05 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.

B. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

C. Welded Connections: Field welds will be visually inspected according to AWS D1.1.

1. In addition to visual inspection, field welds will be tested according to AWS D1.1 and the following inspection procedures, at testing agency's option:

    a. Liquid Penetrant Inspection: ASTM E 165.
    b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
    c. Ultrasonic Inspection: ASTM E 164.
    d. Radiographic Inspection: ASTM E 94.

D. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1 for stud welding and as follows:

1. Perform bend tests if visual inspections reveal either a less-than- continuous 360-degree flash or welding repairs to any shear connector.
2. Conduct tests on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1.

E. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

3.06 REPAIRS AND PROTECTION

A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780 and the repair paint manufacturer's written instructions.

B. Touchup Painting: After installation, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted joists and accessories, bearing plates, and abutting structural steel.

1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.

C. Touchup Painting: Cleaning and touchup painting are specified in Division 9 painting Sections.

END OF SECTION 05 12 00

SECTION 05 50 00 - METAL FABRICATIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Steel framing and supports for countertops.
2. Steel framing and supports for mechanical and electrical equipment.
3. Steel framing and supports for applications where framing and supports are not specified in other Sections.
4. Steel pipe columns for supporting wood frame construction.
5. Steel bollards permanently set with anchored base plates.

B. Products furnished, but not installed, under this Section include the following:

1. Anchor bolts indicated to be cast into concrete or built into unit masonry.
2. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.

C. Related Requirements:

1. Section 04 20 00 "Unit Masonry" for installing loose lintels, anchor bolts, and other items built into unit masonry.
2. Section 05 12 00 "Structural Steel Framing."
3. Section 12 93 00 "Site Furnishings" for bicycle racks.

1.02 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop preparation of steel, primers, and topcoats are compatible with one another.

B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.03 ACTION SUBMITTALS

A. Product Data: For the following:

1. Nonslip aggregates and nonslip-aggregate surface finishes.
2. Paint products.

3. Grout.

B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:

1. Steel framing and supports for countertops.
2. Steel framing and supports for mechanical and electrical equipment.
3. Steel framing and supports for applications where framing and supports are not specified in other Sections.
4. Steel pipe / hollow square section columns for supporting wood frame construction.
5. Steel bollards permanently set with anchored base plates.
6. Anchor bolts indicated to be cast into concrete or built into unit masonry.
7. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.

C. Delegated-Design Submittal: For each of the following, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.04 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.05 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.01 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

C. Stainless-Steel Sheet, Strip, and Plate: ASTM A 240/A 240M or ASTM A 666, Type 304.

D. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.

E. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.

F. Rolled-Stainless-Steel Floor Plate: ASTM A 793.

G. Steel Tubing: ASTM A 500/A 500M, cold-formed steel tubing.

H. Steel Pipe: ASTM A 53/A 53M, Standard Weight (Schedule 40) unless otherwise indicated.

I. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.

1. Size of Channels: As indicated.
2. Material: Galvanized steel, ASTM A 653/A 653M, commercial steel, Type B, with G90 coating; [0.108-inch] [0.079-inch] [0.064-inch] nominal thickness.
3. Material: Cold-rolled steel, ASTM A 1008/A 1008M, commercial steel, Type B; [0.0966-inch] [0.0677-inch] [0.0528-inch] minimum thickness; coated with rust-inhibitive, baked-on, acrylic enamel.

J. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.

K. Aluminum Plate and Sheet: ASTM B 209, Alloy 6061-T6.

L. Aluminum Extrusions: ASTM B 221, Alloy 6063-T6.

M. Aluminum-Alloy Rolled Tread Plate: ASTM B 632/B 632M, Alloy 6061-T6.

N. Aluminum Castings: ASTM B 26/B 26M, Alloy 443.0-F.

O. Bronze Extrusions: ASTM B 455, Alloy UNS No. C38500 (extruded architectural bronze).

P. Bronze Castings: ASTM B 584, Alloy UNS No. C83600 (leaded red brass) or No. C84400 (leaded semired brass).

Q. Nickel Silver Extrusions: ASTM B 151/B 151M, Alloy UNS No. C74500.

R. Nickel Silver Castings: ASTM B 584, Alloy UNS No. C97600 (20 percent leaded nickel bronze).

2.02 FASTENERS

A. General: Unless otherwise indicated, provide Type 316 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

1. Provide stainless-steel fasteners for fastening aluminum.

2. Provide stainless-steel fasteners for fastening stainless steel.
3. Provide stainless-steel fasteners for fastening nickel silver.
4. Provide bronze fasteners for fastening bronze.

B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.

C. Steel Bolts and Nuts (Weathering): Regular hexagon-head bolts, ASTM A 325, Type 3; with hex nuts, ASTM A 563, Grade C3; and, where indicated, flat washers.

D. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, ASTM F 593; with hex nuts, ASTM F 594; and, where indicated, flat washers; Alloy Group 2.

E. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.

1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.

F. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.

G. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.

H. Post-Installed Anchors: chemical anchors.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 2 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

2.03 MISCELLANEOUS MATERIALS

A. Anti-Corrosive Shop Primer: Either of following, compatible with finish paints specified to be used over it; use primer containing pigments that make it easily distinguishable from zinc-rich primer:

1. Anti-Corrosive Alkyd Primer for Metal: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
2. Rust-Inhibitive, Water-Based Primer: Emulsion type, anticorrosive primer for mildly corrosive environments that is resistant to flash rusting when applied to cleaned steel, complying with MPI#107 and compatible with topcoat.

B. Zinc-Rich Primer: Either of following, compatible with finish paints specified to be used over it:

1. Organic Zinc-Rich Primer: Solvent based, one component, anti-corrosive primer for complying the MPI#18.
2. Inorganic Zinc-Rich Primer: Inorganic based, anti-corrosive primer complying the MPI#19.
3. Epoxy Zinc-Rich Primer: Solvent based, two or three component, epoxy type complying with MPI#20.

C. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.

D. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

F. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

G. Concrete: Comply with requirements in Section 03 30 00 "Cast-in-Place Concrete" for normal-weight, air-entrained, concrete with a minimum 28-day compressive strength of 3000 psi.

2.04 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

2.05 STEEL SUPPORT FRAMING FOR COUNTERTOPS

A. Fabricate "L" shaped steel tube weldments from two 24-inch lengths of 2-inch square, 3/16-inch wall steel tube. Attached tube, end to side, at 90-degree angle; butt weld joint all around.

1. Provide longer tube leg if indicated on Drawings.

B. Shop Finish:

1. Anti-corrosive primer.

2.06 STEEL FRAMING AND SUPPORTS FOR MECHANICAL AND ELECTRICAL EQUIPMENT

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

1. Fabricate units from slotted channel framing where indicated.
2. Furnish inserts for units installed after concrete is placed.

C. Shop Finish:

1. For Interior Dry Environment Locations: Anti-corrosive primer.
2. Exception: Primer not required where framing is completely concealed in interior wall or ceiling construction.

2.07 STEEL FRAMING AND SUPPORTS FOR APPLICATIONS WHERE FRAMING AND SUPPORTS NOT SPECIFIED IN OTHER SECTIONS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

1. Fabricate units from slotted channel framing where indicated.
2. Furnish inserts for units installed after concrete is placed.

C. Shop Finish:

1. Primer specified in Section 09 96 00 "High-Performance Coatings."
2. Exception: Primer not required where framing is completely concealed in interior wall or ceiling construction.

2.08 STEEL PIPE COLUMNS FOR SUPPORTING WOOD FRAME CONSTRUCTION

A. Fabricate steel pipe columns for supporting wood frame construction from steel pipe with steel baseplates and top plates as indicated. Drill or punch baseplates and top plates for anchor and connection bolts and weld to pipe with fillet welds all around. Make welds the same size as pipe wall thickness unless otherwise indicated.

1. Unless otherwise indicated, fabricate from Schedule 40 steel pipe.
2. Unless otherwise indicated, provide 1/2-inch baseplates with four 5/8-inch anchor bolts and 1/4-inch top plates.

B. Shop Finish:

1. Zinc-rich primer.
2. Exception: Primer not required where framing is completely concealed in interior wall or ceiling construction.

2.09 STEEL BOLLARDS PERMANENTLY SET WITH ANCHORED BASE PLATES

A. Fabricate metal bollards from Schedule 40 steel pipe with 1/4" wall thickness. Size as indicated on plans.

1. Cap bollards with 1/4-inch- thick steel plate.

2. Where bollards are indicated to receive controls for door operators, provide cutouts for controls and holes for wire.
3. Where bollards are indicated to receive light fixtures, provide cutouts for fixtures and holes for wire.

B. Fabricate bollards with 3/8-inch- thick steel baseplates for bolting to concrete slab. Drill baseplates at all four corners for 3/4-inch anchor bolts.

1. Where bollards are to be anchored to sloping concrete slabs, angle baseplates for plumb alignment of bollards.

C. Shop Finish:

1. Zinc-rich primer.

2.10 STEEL WELD PLATES AND ANGLES

A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

B. Shop Finish:

1. Zinc-rich primer.

2.11 FINISHES, GENERAL

A. Finish metal fabrications after assembly.

B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.12 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.

B. Preparation for Shop Priming Galvanized Items: After galvanizing, thoroughly clean items of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.

C. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.

D. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:

1. Items Indicated to Receive Anti-Corrosive Shop Primer: SSPC-SP 3, "Power Tool Cleaning."
2. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
3. Items Indicated to Receive Primers Specified in Section 09 96 00 "High-Performance Coatings": SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
4. Other Items: SSPC-SP 3, "Power Tool Cleaning."

E. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

2.13 ALUMINUM FINISHES

A. As-Fabricated Finish: AA-M12.

B. Clear Anodic Finish: AAMA 611, Class I, AA-M12C22A41.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

F. Corrosion Protection: Coat concealed surfaces of aluminum that come into contact with grout, concrete, masonry, wood, or dissimilar metals with the following:

1. Cast Aluminum: Heavy coat of bituminous paint.
2. Extruded Aluminum: Two coats of clear lacquer.

3.02 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

B. Install pipe columns on concrete footings with grouted baseplates. Position and grout column baseplates as specified in "Installing Bearing and Leveling Plates" Article.

1. Grout baseplates of columns supporting steel girders after girders are installed and leveled.

3.03 INSTALLING METAL BOLLARDS PERMANENTLY SET USING ANCHORED BASE PLATES

A. Fill metal-capped bollards solidly with concrete and allow concrete to cure seven days before installing.

B. Anchor bollards to existing construction with anchor bolts. Provide four 3/4-inch bolts at each bollard unless otherwise indicated.

1. Embed anchor bolts at least 4 inches in concrete.

C. Fill bollards solidly with concrete, mounding top surface to shed water.

1. Do not fill removable bollards with concrete.

3.04 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 09 91 13 "Exterior Painting."

C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 05 50 00

SECTION 07 41 13.16 - STANDING-SEAM METAL ROOF PANELS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section includes standing-seam metal roof panels.

1.03 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, metal panel Installer, metal panel manufacturer's representative, structural-support Installer, and installers whose work interfaces with or affects metal panels, including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review methods and procedures related to metal panel installation, including manufacturer's written instructions.
4. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
5. Review structural loading limitations of purlins and joists during and after roofing.
6. Review flashings, special details, drainage, penetrations, equipment curbs, and condition of other construction that affect metal panels.
7. Review governing regulations and requirements for insurance, certificates, and tests and inspections if applicable.
8. Review temporary protection requirements for metal panel systems during and after installation.
9. Review procedures for repair of metal panels damaged after installation.
10. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.04 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.

B. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.

C. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.

1. Include similar Samples of trim and accessories involving color selection.

1.05 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Field quality-control reports.

C. Sample Warranties: For special warranties.

1.06 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

1.07 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

D. Retain strippable protective covering on metal panels during installation.

1.09 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.10 COORDINATION

A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

B. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.11 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including rupturing, cracking, or puncturing.
b. Deterioration of metals and other materials beyond normal weathering.

2. Warranty Period: Two years from date of Substantial Completion.

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

C. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.

1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Energy Performance: Provide roof panels according to the following when tested according to CRRC-1:

1. Three-year, aged solar reflectance of not less than 0.20 and emissivity of not less than 0.75.

2.02 STANDING-SEAM METAL ROOF PANELS

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
2. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.

B. Vertical-Rib, Snap-Joint, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and a flat pan between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and snapping panels together.

1. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.

a. Nominal Thickness: 0.034 inch.
b. Exterior Finish: Two-coat fluoropolymer.
c. Color: As selected by Architect from manufacturer's full range.

2.03 MISCELLANEOUS MATERIALS

A. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
2. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

B. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

C. Gutters: Formed from same material as roof panels, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced a maximum of 36 inches o.c., fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match metal roof panels roof fascia and rake trim.

D. Downspouts: Formed from same material as roof panels. Fabricate in 10-foot- long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Finish downspouts to match gutters.

2.04 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Steel Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.

1. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.
2. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.

    a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.03 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated below, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.

1. Apply over the entire roof surface.
2. Apply over the roof area indicated below:

    a. Roof perimeter for a distance up from eaves of 36 inches beyond interior wall line.
    b. Valleys, from lowest point to highest point, for a distance on each side of 18 inches. Overlap ends of sheets not less than 6 inches.
    c. Rake edges for a distance of 18 inches.
    d. Hips and ridges for a distance on each side of 12 inches.
    e. Roof-to-wall intersections for a distance from wall of 18 inches.
    f. Around dormers, chimneys, skylights, and other penetrating elements for a distance from element of 18 inches.

B. Felt Underlayment: Apply at locations indicated below, in shingle fashion to shed water, and with lapped joints of not less than 2 inches.

1. Apply over the entire roof surface.
2. Apply on roof not covered by self-adhering sheet underlayment. Lap over edges of self-adhering sheet underlayment not less than 3 inches, in shingle fashion to shed water.

C. Slip Sheet: Apply slip sheet over underlayment before installing metal roof panels.

D. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 07 62 00 "Sheet Metal Flashing and Trim."

3.04 METAL PANEL INSTALLATION

A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving metal panels.
2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
3. Install screw fasteners in predrilled holes.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Install flashing and trim as metal panel work proceeds.
6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

1. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.

C. Anchor Clips: Anchor metal roof panels and other components of the Work securely in place, using manufacturer's approved fasteners according to manufacturers' written instructions.

D. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.

E. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.

1. Install clips to supports with self-tapping fasteners.

2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
4. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.
5. Watertight Installation:

    a. Apply a continuous ribbon of sealant or tape to seal joints of metal panels, using sealant or tape as recommend in writing by manufacturer as needed to make panels watertight.
    b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
    c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.

F. Clipless Metal Panel Installation: Fasten metal panels to supports with screw fasteners at each lapped joint at location and spacing recommended by manufacturer.

G. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal roof panel manufacturers; or, if not indicated, types recommended by metal roof panel manufacturer.

H. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

I. Gutters: Join sections with riveted and soldered or lapped and sealed joints. Attach gutters to eave with gutter hangers spaced not more than 36 inches o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

J. Downspouts: Join sections with telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls or structure; locate fasteners at top and bottom and at approximately 60 inches o.c. in between.

1. Provide elbows at base of downspouts to direct water away from building.
2. Connect downspouts to underground drainage system indicated.

K. Roof Curbs: Install flashing around bases where they meet metal roof panels.

L. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to metal roof panels as recommended by manufacturer.

3.05 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align metal panel units within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.06 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect metal roof panel installation, including accessories. Report results in writing.

B. Remove and replace applications of metal roof panels where tests and inspections indicate that they do not comply with specified requirements.

C. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.

D. Prepare test and inspection reports.

3.07 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07 41 13.16

SECTION 09 91 13 - EXTERIOR PAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following exterior substrates:

1. Fiber-cement board.
2. Steel and iron.

1.03 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

D. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

E. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

F. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.04 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
2. Indicate VOC content.

B. Samples for Initial Selection: For each type of topcoat product.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.06 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Behr Process Corporation.
2. Benjamin Moore & Co.
3. California Paints.
4. Conco Paints.
5. Coronado Paint; Insl-X Products Corporation; a Benjamin Moore company.
6. Diamond Vogel Paints.
7. Dulux (formerly ICI Paints); a brand of AkzoNobel.
8. Dunn-Edwards Corporation.
9. Duron, Inc.
10. Frazee Paint; Comex Group.
11. Glidden Professional.
12. Kelly-Moore Paint Company Inc.
13. Kwal Paint; Comex Group.
14. M.A.B. Paints.
15. Parker Paint; Comex Group.
16. PPG Architectural Finishes, Inc.
17. Pratt & Lambert.
18. Rodda Paint Co.

2.02 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.

D. Colors: As indicated in a color schedule.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Fiber-Cement Board: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:

1. SSPC-SP 2.
2. SSPC-SP 3.
3. SSPC-SP 7/NACE No. 4.
4. SSPC-SP 11.

E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

3.03 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
4. Paint entire exposed surface of window frames and sashes.
5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
6. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed to view:

a. Equipment, including panelboards and switch gear.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Tanks that do not have factory-applied final finishes..

3.04 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.05 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.06 EXTERIOR PAINTING SCHEDULE

A. Cement Board Substrates:

1. Latex System MPI EXT 3.3A:

a. Prime Coat: Latex, exterior, matching topcoat.

b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, flat (MPI Gloss Level 1), MPI #10.

d. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

e. Topcoat: Latex, exterior, semi-gloss (MPI Gloss Level 5), MPI #11.

f. Topcoat: Latex, exterior, gloss (MPI Gloss Level 6), MPI #119.

B. Steel and Iron Substrates:

1. Water-Based Light Industrial Coating System MPI EXT 5.1C:

a. Prime Coat: One of following:

1) Alkyd, anti-corrosive for metal, MPI #79.

2) Shop primer specified in Section where substrate is specified.

b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
c. Topcoat: Light industrial coating, exterior, water based (MPI Gloss Level 3), MPI #161.

d. Topcoat: Light industrial coating, exterior, water based, semi-gloss (MPI Gloss Level 5), MPI #163.

e. Topcoat: Light industrial coating, exterior, water based, gloss (MPI Gloss Level 6), MPI #164.

END OF SECTION 09 91 13

SECTION 26 56 00 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Exterior luminaries and accessories

B. Lamps

C. Ballasts

D. Poles

E. Pole foundations

F. Grounding

G. Lighting controls

1.02 RELATED SECTIONS

A. Section 01 33 00: Submittal Procedures

B. Section 01 43 10: Project Quality Program Requirements - Design/Build

C. Section 03 30 00: Cast-in-Place Concrete

D. Section 26 05 19: Insulated Wires and Cables

E. Section 26 05 26: Grounding and Bonding

F. Section 26 05 33: Raceway Systems Along Elevated and at-Grade Guideway

1.03 REFERENCES

A. National Electrical Code (NEC) for components and installation.

B. AASHTO LTS-5 Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, including interim revisions.

C. International Building Code

D. ASCE-7, Minimum Design Loads for Buildings and Other Structures

E. The National Energy Policy Act and Energy Star requirements for lighting products.

F. ASTM International (ASTM):

1. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

G. The Energy Independence and Security Act of 2007 (EISA)

1.04 QUALITY ASSURANCE

A. Comply with Project Quality Program Requirements (see 1.02 above).

B. Provide luminaires listed and labeled by a nationally recognized testing laboratory (NRTL) for the application, installation condition, and the environments in which installed.

C. Use manufacturers that are experienced in manufacturing poles, luminaires, lamps and ballasts similar to those indicated for this Project and have a record of successful in-service performance.

1.05 SUBMITTALS

A. Refer to Section 01 33 00 – Submittal Procedures, for submittal requirements and procedures.

B. Catalog Data: Submit catalog data describing poles, luminaires, lamps, ballasts, and pole and luminaire finishes. Include data substantiating that materials comply with specified requirements. Arrange data for luminaires in the order of luminaire designation.

C. Performance Curves/Data: Submit certified photometric data for each type of luminaire.

D. Shop Drawings: Submit manufacturer's drawings for non-standard luminaires.

E. Maintenance Data: Submit maintenance instructions for inclusion in the operations and maintenance manuals.

F. Warranties: Submit warranties for light emitting diode (LED) luminaires.

1.06 DEFINITIONS

A. Unless otherwise specified or indicated, terms used in this Section are as defined in the National Electrical Code or the IESNA Lighting Handbook.

1.07 SERVICE CONDITIONS

A. Elevation: Sea level to 1500 Feet

B. International Building Code and ASCE 7 design wind conditions:

1. Exposure Category: C
2. Basic Wind Speed: 90 mph (3-second gust at 33 ft above ground, mean recurrence interval of 50 years)
3. Importance Factor: 1.00.

C. Ambient temperatures, deg F:

1. Annual averages: 35 minimum, 100 maximum, 75 average
2. Annual nighttime average: 45
3. Annual extremes: 33 minimum, 110 maximum
4. Annual warmest day 24-hour average: 85
5. Annual warmest day nighttime average: 75

D. Maximum solar heat gain: 110 W/sq ft.

E. Lightning flash density: Less than 1 flash to ground per square km per year.

1.08 EXTRA MATERIALS

A. Furnish the following extra materials matching products installed. Package with protective covering for storage and identify with labels describing contents.

1. LED Luminaires: 5 percent of quantity of LED luminaires of each type, but no fewer than two of each type.
2. Lenses, Diffusers, Covers, Globes, and Guards: 1 percent of quantity of each type, but not less than one of each type.
3. Photoelectric Relays: 5 percent of quantity of photoelectric relays of each type, but not less than two of each type.
4. Fuses: 5 percent of quantity of fuse of each type, but not less than two of each type.

1.09 RECEIVING, STORING AND PROTECTING

A. Receive, inspect, handle, and store products according to the manufacturer's written instructions and NECA/IESNA 501, *Recommended Practice for Installing Exterior Lighting Systems*.

PART 2 - PRODUCTS

2.01 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Alternate products may be accepted; follow Section 01 33 00, Submittal Procedures.

2.02 FINISHES

A. Furnish luminaires, poles, and accessories with finishes that are resistant to fading, chalking, and other changes due to aging and exposure to heat and ultraviolet light. Acceptable finishes for metals are:

1. Hot-dipped galvanized steel: ASTM A 123/A 123M.
2. Brushed natural aluminum
3. Anodized aluminum: AAMA 611, Anodized Architectural Aluminum, Class I.
4. Powder coated aluminum: Fluorocarbon polymer powder coating per AAMA 2605, Superior Performing Organic Coatings over chrome phosphate conversion coated aluminum.
5. Powder coated steel: Fluorocarbon polymer powder coating per AAMA 2605, Superior Performing Organic Coatings over zinc phosphate conversion coated shot-blasted steel.

B. Reject luminaires, poles, and accessories with finish having runs, streaks, stains, holidays and defects.

C. Replace luminaires, poles, and accessories showing evidence of yellowing, fading, chalking, and other changes indicating failure during warranty period.

D. Use stainless steel for exposed hardware.

2.03 EXTERIOR LUMINAIRES - GENERAL

A. Furnish exterior luminaires that comply with requirements specified in this Section and in the luminaire schedule on the Drawings.

B. Luminaires shall be NRTL-listed as conforming to to UL 1598 - *Luminaires*.

C. Luminaire photometric characteristics shall be based on IESNA approved methods for photometric measurements performed by a recognized photometric laboratory.

D. Exterior luminaires shall be full cutoff. There shall be no light emitted above a horizontal plane through the lowest light emitting part of the luminaire.

E. Luminaire housing shall be primarily metal.

1. Metal parts shall be free from burrs and sharp corners and edges.
2. Sheet metal components shall be fabricated from corrosion-resistant aluminum, formed and supported to prevent sagging and warping.
3. Exposed fasteners shall be stainless steel.

F. Doors and frames shall be smooth operating and free from light leakage under operating conditions.

1. Relamping shall be possible without the use of special tools.
2. Doors, frames, lenses and diffusers shall be designed to prevent accidental falling during relamping and when secured in the operating position.

3. Door shall be removable for cleaning or replacing lens.

A. Luminaires shall have minimum reflecting surface reflectance as follows unless scheduled otherwise:

4. White surfaces: 85 percent
5. Specular surfaces: 83 percent
6. Diffusing specular surfaces: 75 percent

G. Provide lenses, diffusers, covers and globes as scheduled on the Drawings fabricated from materials that are UV stabilized to be resistant to yellowing and other changes due to aging or exposure to heat and ultraviolet radiation.

H. Doors shall have resilient gaskets that are heat-resistant and aging-resistant to seal and cushion lens and refractor.

2.04 LED LUMINAIRES

A. LED luminaires shall conform to UL 1598 and to UL 8250 – Safety Standard for Light-Emitting Diode (LED) Light Sources for Use in Lighting Products.

B. Products shall be lead and mercury free.

C. Photometric characteristics shall be established using IESNA LM-79-08, IESNA Approved Method for the Electrical and Photometric Measurement of Solid-State Lighting Products.

D. Ingress protection for optical assembly shall be IP65 or better in accordance with ANSI/IEC 60529 - Degrees of Protection Provided by Enclosures.

E. Color characteristics of LED luminaires shall be as follows in accordance with ANSI C78.377 – Specifications for the Chromaticity of Solid State Lighting Products:

1. Color temperature (deg K): 5000 to 6500
2. Color rendering index: not less than 70

F. LED and driver cooling system shall be passive and shall resist the buildup of debris.

G. LED luminaire output after 50,000 hours of operation shall be not less than 70 percent of the initial lumen output when determined in accordance with IESNA LM-80-08 – *IESNA approved Method for Measuring Lumen Maintenance of LED Lighting Sources.*

H. LED luminaire electrical characteristics:

1. Supply voltage: 120 V, 208 V, 240 V, 277 V, or 480 V as dictated by installation situation. Provide step-down transformers if required to match driver input voltage rating.
2. Total harmonic distortion (current): Not more than 20 percent
3. Power factor: Not less than 90%
4. RF interference: Meet FCC 47 CFR Part 15/18

5. Transient protection: IEEE C62.41 Class A.

I. Warranty:

1. Manufacturer shall replace any luminaires that fail to operate properly within 60 months of the date of acceptance of the installation. Lens yellowing or hazing will be considered a failure.
2. Manufacturer shall replace any luminaires that experience housing or finish failure within 5 years of the date of LANL acceptance of the installation.

J. Manufacturers:

1. BetaLED "BLD"
2. Leotek "SNL"
3. Kim "Warp 9"
4. Metalux
5. Approved equal

K. Oil-filled capacitors shall have metal cans and circuit interrupter devices to prevent catastrophic failure. Provide bleeder resistor with each capacitor

L. Manufacturer: GE Lighting

2.05 POLES AND ACCESSORIES

A. Furnish poles and accessories that comply with requirements specified in this Section and the Project requirements.

B. Pole, base, and anchorage shall carry the luminaires, supports, and appurtenances at the required height above grade without deflection or whipping.

C. Mountings, fastenings and other appurtenances shall be fabricated from corrosion-resistant materials that are compatible with poles and luminaires and will not cause galvanic action at contact points. Mountings shall correctly position luminaires to provide desired light distribution.

D. A reinforced access handhole, minimum 2.5 x 5 inches, shall be located in the wall of each metal pole.

E. A welded 1/2 inch grounding lug shall be accessible through the handhole of each metal pole. Grounding connection shall be designed to prevent electrolysis when used with copper ground wire.

F. Metal poles shall have anchor type bases and galvanized steel anchor bolts, leveling nuts and bolt covers.

G. Where poles are required to be "breakaway" type, each pole shall have a frangible aluminum transformer base that meets the requirements of AASHTO LTS-5.

H. Each non-breakaway metal pole shall have a metal base cover that covers the entire base plate and anchorage.

I. Protect painted, anodized, or brushed pole finishes during shipment and installation. Minimum protection shall consist of spirally wrapping each pole shaft with protective paper secured with tape, and shipping small parts in boxes.

J. Steel poles shall be fabricated from tubing having minimum 7-gage steel with minimum yield/strength of 48,000 psi.

1. Poles shall be anchor bolt mounted type.
2. Poles shall be one-piece construction up to 40 feet in length. Poles over 40 feet in length may be in two or more sections with overlapping joints.
3. Poles shall be tapered, either round in cross section or polygonal. Poles shall have a continuous taper not less than 0.14 inch of diameter per foot of length.
4. Poles shall be welded construction with no bolts, rivets, or other means of fastening except as specifically approved.
5. Tops of shafts shall be fitted with a round or tapered cover.
6. Pole markings shall be approximately 3 to 4 feet above grade and shall include manufacturer, year of manufacture, top and bottom diameters, and length.
7. If pole is not galvanized, coat inside of pole with suitable rust-inhibiting finish.
8. Base covers for steel poles shall be structural quality hot-rolled carbon steel plate having a minimum yield of 36,000 psi. Finish shall be the same as the corresponding poles.

K. Aluminum poles shall be fabricated from corrosion resistant aluminum Alloy 6063-T6 or Alloy 6005-T5 for wrought alloys or Alloy 356-T4 for cast alloys.

1. Poles shall be square or round, tapered or straight as indicated on the Drawings.
2. Aluminum poles over 30 feet tall shall include factory-installed vibration dampers.
3. Poles shall be seamless extruded or spun seamless type with minimum 0.188 inch wall thickness.
4. Tops of shafts shall be fitted with a round or tapered cover.
5. Base shall be anchor bolt mounted, made of cast 356-T6 aluminum alloy in accordance with ASTM B 108/B 108M, *Standard Specification for Aluminum-Alloy Permanent Mold Castings* and shall be machined to receive the lower end of shaft. Joint between shaft and base shall be welded.
6. Base cover shall be cast 356-T6 aluminum alloy in accordance with ASTM B 108/B 108M.
7. Hardware, except anchor bolts, shall be either 2024-T4 anodized aluminum alloy or stainless steel.

L. Steel mast arms shall be fabricated from 2 inch pipe, continuously welded to pole attachment plate and have span and rise as required for the application. Provide with same finish as pole.

M. Metal pole brackets shall be designed to match pole metal and finish. Provide cantilever brackets without underbrace, in the sizes and styles required by the application, with straight tubular end section to accommodate the luminaire.

N. Pole-top tenons shall conform to IEEE C136.21 and are fabricated to support the luminaire indicated and are securely fastened to the pole top.

O. Anchor bolts shall be steel rod having minimum yield strength of 50,000 psi. The top 12 inches of the anchor bolt shall be galvanized in accordance with ASTM A153/A153M.

P. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. E.T.A.

2.06 LIGHTING CONTROL EQUIPMENT

A. Furnish fuse overcurrent protection for each pole-mounted luminaire to isolate faulted ballasts from the lighting circuit.

1. Use 600 volt, Class CC, time-delay, current-limiting fuses.
2. Select fuses rated between 200% and 300% of the luminaire ballast maximum current.
3. Manufacturer: Bussman "LP-CC"

B. Furnish in-line fuse holders for installation in pole hand hole or transformer base.

1. Use non-breakaway type fuse holders unless breakaway poles are required.
2. Use breakaway type fuse holders where breakaway poles are required.
3. Load and line terminal sizes and types shall correspond to line and load conductor sizes and quantities.
4. Both breakaway and non-breakaway fuse holders shall have insulating boots.
5. Manufacturers: Ferraz Shawmut "FEC" for phase conductor(s), "FEBN" for neutral conductor.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine areas, spaces, and surfaces to receive exterior luminaire (s) or poles for compliance with installation tolerances and other conditions affecting performance of the product. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions, NECA/IESNA 501, and approved shop drawings.

B. Coordinate luminaire locations with building finishes, building structure, paving and striping, utility piping, security fences, and existing trees.

C. Set poles and luminaires plumb, square, level and secure.

D. Install surface mounted luminaires directly to an outlet box which is supported from structure.

E. Install lamps in luminaires in accordance with manufacturer's instructions.

3.03 CONCRETE FOUNDATIONS

A. Construct concrete foundations with exterior 4000 psi concrete and reinforcing conforming to Section 03 30 00, Cast-in-Place Concrete.

B. Comply with manufacturer's recommendations for foundation dimensions, reinforcing, anchor bolts, nuts and washers.

C. Position power conduits and ground rod to terminate within the pole shaft area and one inch above the top of the foundation; refer to Section 26 05 33, *Raceways Systems along Elevated and at-Grade Guideway*.

D. Cure concrete foundations for 7 full curing days before erecting poles.

3.04 POLE ERECTION

A. Do not install poles without luminaires.

B. Use fabric web slings to raise and set poles.

C. Use leveling nuts or shims to make poles plumb. When leveling nuts are used, set the lower nuts not more than 1 inch from the concrete foundation.

D. Tighten anchor bolt nuts and other pole hardware to torque recommended by manufacturer.

3.05 GROUNDING

A. Install grounding for exterior lighting using materials and methods specified in Section 26 05 26 - Grounding and Bonding.

B. Install a 10 foot long, minimum 5/8 inch diameter copper-clad ground rod at each pole. At metal poles mounted on reinforced concrete foundations.

C. Connect ground lug of metal pole to ground rod using a 6 AWG copper conductor.

D. Connect ground lug of metal pole to circuit equipment grounding conductor.

E. Ground metallic components of lighting unit with non-metallic pole to ground rod using a 6 AWG copper conductor.

3.06 LIGHTING CONTROL SYSTEM

A. Install exterior lighting control system components in accordance with the manufacturers' instructions. Have installation instructions available at the construction site.

B. Install a HAND-OFF-AUTO selector switch in the control system to allow for testing of luminaires.

C. Provide separate control of exterior lighting system as follows:

1. Safety, security, pedestrian walkway, and roadway lighting: "ON" at dusk, "OFF" at dawn.
2. Parking facility and landscape lighting: "ON" at dusk, "OFF" at predetermined time. Approximately 10 percent of parking lot lighting shall remain on until dawn for personnel security.

3.07 FUSES AND FUSE HOLDERS.

A. Install fuse(s) and fuse holders in pole hand hole or transformer base for each luminaire.

1. Install fuse holder and fuse in each phase conductor.
2. Install fuse holder with permanently mounted dummy fuse in neutral conductor.

B. Orient breakaway fuse holders so no energized conductors will be exposed in the event of a pole knockdown.

C. Install insulator boots over fuse holders and tape wrap where conductor enters boot.

3.08 RACEWAYS AND BOXES

A. Install conduit system for exterior lighting using materials and methods specified in Section 26 05 33 - Raceways Systems along Elevated and at-Grade Guideway.

3.09 BUILDING WIRE

A. Install wiring for exterior lighting using materials and methods specified in Section 26 05 19 - Insulated Wires and Cables.

3.10 FIELD QUALITY CONTROL

A. Inspect each installed lighting unit for damage. Replace damaged luminaires, poles, and components.

B. Test installed luminaires for proper operation.

1. Provide instruments to make and record test results.
2. Replace or repair malfunctioning luminaires and components then re-test.
3. Repeat procedure until all luminaires operate properly.

C. Replace inoperative lamps.

D. Check poles for signs of vibration induced by 10 to 30 mph wind: visible swaying, loosened anchor bolt nuts, vibration perceptible by touch, or wires rattling inside pole. Where vibration is evident, contact pole manufacturer for recommended fix.

3.11 ADJUSTING AND CLEANING

A. Clean each luminaire inside and out, including plastics and glassware. Use methods and materials recommended by manufacturer.

B. Aim adjustable luminaires to provide required light intensities.

END OF SECTION 26 56 00

SECTION 32 80 00 - IRRIGATION

PART 1 - GENERAL

1.01 SUMMARY

A. Furnish all labor, materials, equipment, facilities, transportation, and services to complete the new irrigation system including new central controller, irrigation lines, remote control valves, backflow prevention assembly, tree bubblers, shrub drip irrigation and sprays for new planter beds as shown on the Drawings and specified herein.

B. Scope of Work: The general extent of the irrigation system work is shown on the Drawings and may include, but is not necessarily limited to the following:

1. Data entry for controller.
2. Remote control valves and labels/tags.
3. Drip equipment, including target emitters and Ecomat.
4. Testing controller connections and systems.
5. Connecting control wires, lateral and main line pipe to POC with flow sensor and shut off.
6. Preparing record drawings.
7. Providing submittals of all equipment to be used – NO SUBSTITUTIONS ALLOWED.

C. Contractor is required to coordinate all work in all sections of these contract documents

1.02 REFERENCES AND REGULATORY REQUIREMENTS

A. American Society for Testing and Materials (ASTM)

1. B 62-85 - Standard Specifications for Composition Bronze or Ounce Metal Castings.
2. D 1784-81 - Standard Specifications for Rigid (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds.
3. D 1785-86 - Standard Specifications for (PVC) Plastic Pipe, Schedules 40 and 80.
4. D 2564 Standard Specifications for Solvent Cements for (PVC) Plastic Pipe and Fittings.
5. F477 Specification for Electrometric seals (gaskets) for joining plastic pipe.

B. National Sanitation Foundation (NSF), requirements for Seal of Approval.

C. Plastics Pipe Institute (PPI), recommendations for hydrostatic design stresses for PVC pipe.

D. State of California Department of Transportation Standard Specifications, latest edition.

E. Permits and Fees: Contractor is responsible to obtain all required permits and pay all associated fees.

1.03 SUBMITTALS

A. Conform to requirements and/or applicable specifications in the Special Provisions.

B. Submit the following at the beginning of the project:
1. Four (4) copies of Materials List of all products to be used or specified.
2. Four (4) copies of the Product Data or cut sheets of all products specified.
3. The Owner will not permit substitutions.

C. Submit the following at project close-out:
1. Laminated and color-coded irrigation RCV map showing all additions and changes 11" x 17" to fit into cabinet or per Owner.
2. Final Record Drawings: Accurately show all piping and equipment locations to within 1-foot horizontal and .5-foot vertical. Two sets of these shall be produced, one for placement at or within the irrigation controller cabinet reduced to 11" x 17" and one full size set for storage at another location desired by the Owner.

1.04 QUALITY ASSURANCE

A. Unless otherwise specified, install all materials in accordance with manufacturer's recommendations.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store PVC pipe, wire, cabinets, and Controllers in a neat and orderly manner fully supported and protected from sunlight and vandalism.

B. All equipment shall be delivered, unloaded, and handled so as to protect from damage at all times.

1.06 PROJECT/SITE CONDITIONS

A. PVC shall not be cemented during wet conditions.

B. Trench excavation and backfilling shall not be performed during excessively wet conditions.

1.07 SEQUENCE AND SCHEDULING

A. Contractor shall be solely responsible for coordinating, sequencing, and scheduling all work with all applicable trades and/or sub-contractors so as to insure proper and timely performance.

1.08 GUARANTY

A. Conform to ALL applicable sections of these Specifications.

B. Contractor shall provide a written guaranty covering entire system against defects in installation, workmanship, and equipment through the extended maintenance period. See section 32 90 02.

C. Contractor shall make necessary repairs to the system as well as to other work affected by defects in the system during guaranty period. Repairs including the provision of materials and labor shall be made at the Contractor's sole expense.

D. After the system is installed and approved, provide turn over meeting with Owner's maintenance staff.

1.09 MAINTENANCE

A. Service Contractor shall service and maintain system during the 60-day specified Landscape Maintenance Period. See section 32 90 02 for extended maintenance.

1. All irrigation systems, shall be under full automatic operations for a period of four days prior to start of the maintenance period.

B. Final Acceptance and start of maintenance and guaranty period shall occur per the general conditions of these specifications.

PART 2 - PRODUCTS

2.01 GENERAL

A. Use only new materials of brands shown on Drawings, specified herein or as acceptable to the Owner.

B. Plastic Pipe: All pipe and hose is free of blisters, internal striations, cracks or any other defects or imperfections. The pipe and hose are continuously and permanently marked with manufacturer's name, material type, size, schedule or class and quality control identifications.

2.02 PIPE

A. PVC Pipe: Polyvinyl chloride (Type I) plastic pipe PVC 1120 and NSF approved as follows:

1. All piping and Sleeving – Schedule 40 PVC plastic pipe with Schedule 40 PVC solvent weld fittings. Install sleeves in locations as shown on the drawings and at the depths specified on the plans. All pipe to be PVC Schedule 40 and Sleeves to be 2x the diameter of pipe, extend 18" beyond pavement edge.
2. Conduit – to match existing or per local code.
3. Lateral lines: Schedule 40 PVC plastic pipe with Schedule 40 PVC solvent weld fittings.

B. Fittings:

1. Plastic:

a. Schedule 40 and 80 PVC.
b. Conduit: Per local code.

C. Solvent Cement: Compatible with PVC pipe and of proper consistency.

D. Connecting Compounds

1. Primer: IPS Corporation Weld-on #P-70.
2. Cement:
   a. IPS Corporation Weld-on #705 for Class 200 P.V.C. or Schedule 40 P.V.C. (up to 6" diameter) and Schedule 80 (up to 4" diameter) P.V.C. Pipe.
   b. IPS Corporation Weld-on #711 shall be used for larger pipe diameters. IPS Corporation Weld-on #795 for flexible P.V.C. to rigid P.V.C. connections.
3. In-line pressure regulators, poly pipe and bubblers per plans and per mfg.

2.03 CONTROL WIRE/GROUNDING

A. Low Voltage 2-Wire: 24 Volt solid wire ul approved for direct burial in ground. Color coded per Controller. #14-gauge wire for 1000LF and under, #12 for over 1000 LF.

1. Connectors: Water tight connectors per details. Manufacturer to be 3m, DBR/Y direct burial splice kit.

B. Contractor to provide controller and decoder grounding and 2-wire surge protection per the plans and details.

2.04 SPRAY HEADS, BACKFLOW PREVENTION ASSEMBLY, VALVE BOXES, BUBBLERS, GAUGES, REMOTE CONTROL VALVES AND MISC. EQUIPMENT

A. All equipment and materials to be as detailed or described in the plans.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Prior to starting work Contractor to review site conditions and confirm scope of work with Owner, then Contractor to test the point of connection to verity static pressure. Contractor to provide written results of test to the Owner.

B. All equipment on plans are shown schematically. Discrepancies in conditions shall be brought to the attention of the Owner prior to installation. Contractor shall re-direct work to avoid delay while awaiting resolution.

3.02 WATER AND ELECTRICAL SERVICES

A. Water Supply

1. New system to be connected to existing meter per the plans.

B. Electrical Service

1. Electrical service is per the plans.

3.03 TRENCHING

A. Conform to applicable specification sections.

B. Excavate trenches with vertical walls, uniform bottom, free of deleterious materials, and wide enough for conduit/pipe sleeves to lay side by side if needed, fully supported on bottom. There shall be a minimum three-inch (3") clearance between all pipes.

1. No lines shall be installed parallel to and directly over another line.
2. When lines must cross, the angle shall be forty-five to ninety degrees, and a minimum of three inch (3") vertical clearance shall be maintained.

C. Provide minimum coverage depths as follows:

1. Sleeves: 24" in landscape areas, 30" under paving.
2. Conduit and mainline: 24" in landscape areas, 30" under paving.
3. Laterals: 12" deep
4. Poly drip tubing: 6" in landscaped area including slopes and in sleeve under pavement per above.

D. Hydraulic driving methods can be used under paved surfaces with City Engineer approval only.

3.04 SLEEVE AND CONDUIT ASSEMBLY

A. Installation of all pipes and fittings shall be in strict accordance with the manufacturer's written specifications. Deviations from these specifications shall be permitted only with the written approval of the City Engineer.

B. Solvent Welded Joints:

1. Assemble above ground where possible.
2. Cut square, ream, and thoroughly clean.
3. Make joint using specified primer and cement, continuously wiping off excess.
4. Allow sixty (60) minutes of set-up time before handling and twenty-four (24) hours curing before applying water pressure.

C. Threaded Joints:

1. Use Teflon tape on all pressurized, threaded plastic to plastic and plastic to steel joints.
2. Hand tighten and use only light strap-type friction wrench pressure to complete.

D. Install PVC pipe in dry weather when temperature is above 40° F in strict accordance with manufacturer's instructions.

E. Connections between plastic pipe and metal valves shall be made using plastic male adapters and applying the recommended threaded joint compound.

F. All metal screwed joints shall be tightened with tongs or wrenches and employ the specified joint compound. Caulking of any kind will not be permitted.

G. Cap or plug openings as soon as pipes have been installed to prevent intrusions of debris.

H. Install all sleeving and control wires as needed.

3.05 REMOTE CONTROL VALVES, AND DRIP EQUIPMENT

A. Install remote control valves and drip equipment in one jumbo box where shown and group together where practical.

3.06 CLOSING OF PIPE AND FLUSHING LINES

A. Cap or plug all openings as soon as lines have been installed and at all times when work is not in progress to prevent the entrance of materials that could obstruct the pipe. Leave in place until removal is necessary for completion.

B. Thoroughly flush out all water lines before installing heads, valves, and quick couplers.

3.07 HYDROSTATIC TESTS (Only applies for mainline.)

A. General:

1. Contractor to complete hook-up of new mainline to metering mainline and perform test on new line and new connection.

B. Hydrostatic Testing:

1. General: Conduct pressure and leakage tests on all pipelines. Furnish all necessary equipment and material and make all taps in the pipe as required. The Inspector will monitor the tests. All pipe testing is to be hydrostatic. Furnish the following equipment and materials for the tests:

AMOUNT	DESCRIPTION
2	Approved graduated containers
2	Approved pressure gauges
1	Hydraulic force pump approved by the Owner or Landscape Architect
1	Suitable hose and suction pipe as required

C. Gauges for testing shall be calibrated with a standardized test gauge provided by the Inspector at the start of each testing day. The calibration shall be witnessed by the Inspector.

D. Conduct the tests on buried pipe after the trench has been completely backfilled. The Contractor may, if field conditions permit, partially backfill the trench and leave the joints open for inspection and conduct an initial test. The acceptance test shall not, however, be conducted until all backfilling has been completed. Conduct the tests on exposed piping after the piping has been completely installed, including all support and hangers.

E. Pressure Pipe Procedure:

F. Contractor will satisfy him/herself that materials and workmanship are adequate, utilizing air tests prior to backfilling.

G. After the pipe has been laid, the Contractor shall test pressure pipe between each valve section. The pipe shall be slowly filled with water so that air is removed and the pipe shall be tested hydrostatically to a pressure of 125 psi for a minimum of one hour. Reaction blocking pipe restraints and the like shall be installed prior to test.

H. All exposed pipe, fittings, valves, and joints shall be examined during the test for seepage or other defects. The consequence of this test shall be removed and replaced by the Contractor with sound material. Afterwards, the test shall be repeated to the satisfaction of the owner or Landscape Architect and the trenches backfilled and final compaction obtained.

I. Request the presence of the Inspector in writing at least 48 hours in advance of testing.

J. Testing to be accomplished at the expense of the Contractor and in the presence of the Inspector.

K. Repair all leaks resulting from tests and retest.

3.08 CONTROL WIRING FOR REMOTE CONTROL VALVES

A. Install wiring as per Manufacturer's instructions.

B. Connect remote control valves to new decoders and controller using new 2-wire wiring.

3.09 TESTING AUTOMATIC CONTROL AND WIRING

A. Install control wires and main line in common trench wherever possible.

B. Install control wires, color coded red and white or as needed to match controllers, at least 24" below finish grade and lay to the side or below mainline. Provide looped slack at valves (24" loop) and at changes in trench direction. Tape wires into bundles at 10' intervals.

C. Control wire splices will be allowed only on runs more than 500 feet. All splices to be in Ametek valve box or approved equal.

D. All wire passing under existing or future paving shall be in PVC plastic pipe chase with sleeve ends extending at least 18" beyond pavement edge.

E. Wire splices shall occur only at controller and valve locations. Underground wire splices shall be made using waterproof connectors and shall be in valve or pull boxes.

F. Contractor to test new wires from controller prior to installing planting. Contractor to illustrate connections are positive to turn on remote control valves.

3.010 BACKFILLING

A. Backfill only after specified tests have been performed and accepted.

B. Clean trenches of all debris and deleterious material before backfilling.

C. Backfill with native material granular in nature and free from deleterious material.

D. Compact trenching to 95% relative density under pavement and 85% relative density within planting areas.

E. Dress off trench surfaces flush with finish grade.

3.011 MAINTENANCE

A. Provide maintenance of all irrigation equipment in the work area including repair, replacement, and all adjustments for existing school watering schedule controller and/or provide additional hand watering for the 60-day maintenance period specified. For requirements during the extended maintenance period See section 32 90 02.

3.012 CLEAN-UP

A. Clean-up shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from site. All walks and paving shall be broomed or washed down, and any damage sustained to the work of others shall be repaired to original conditions acceptable to the Owner.

3.013 PRE-FINAL REVIEW

A. The Contractor shall operate each circuit in its entirety for the Owner. Any circuits deemed not acceptable shall be reworked to the complete satisfaction of the Owner. 100% head to head coverage is required. Emitters and tree bubblers at edge of root ball.

B. The Contractor shall show evidence to the Owner that the maintenance staff of the Owner has received all accessories, keys, charts, Record Drawings, and equipment as required before final acceptance can occur, and that the system has been fully integrated into the central Weathertrak account for the Owner.

PART 4 MEASUREMENT AND PAYMENT

A. The contract lump sum price paid for "Irrigation" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the "Irrigation" work as shown on the plans and as specified in the General requirements and Technical Specifications and as directed by the Owner

END OF SECTION 32 80 00

Series 300

Proven performance, strength and versatility make Series 300 the metal roofing system of choice. The dynamic nature of a metal roof is embraced and facilitated by the Series 300 system. The unique one-piece concealed clip is designed to provide maximum structural integrity while allowing unlimited thermal movement.

PermLok

PermLok 1.0 and PermLok 1.5 interlocking standing seam architectural panels offer both strength and beauty for high-sloped roofing applications. PermLok panels contain factory-installed in-seam sealant for added protection against water intrustion.

SS Panel

The SS panel's 1-inch snap-on seam cap contains a factory installed sealant that provides exceptional resistance to water infiltration. Its symmetrical design makes the SS panel a highly efficient roofing system by simplifying miter cuts for projects with valleys, hips and dormers.

TwinLok

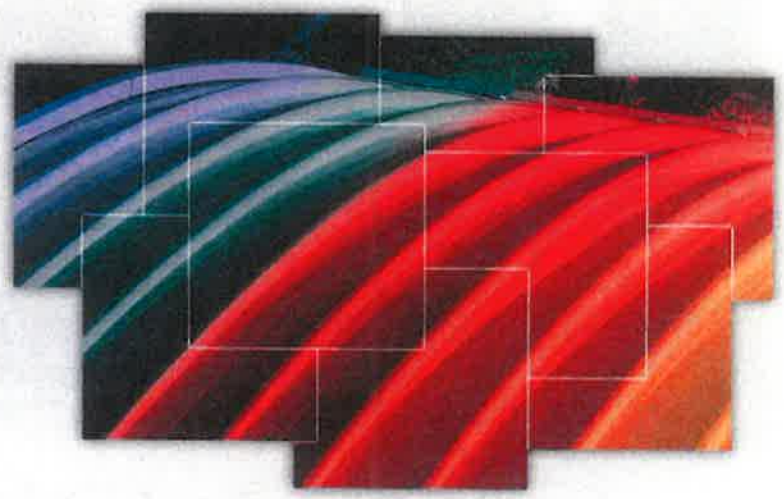
IMETCO's TwinLok metal roofing system offers an economical metal roofing option for designers. Available with a 1.5" or 2" seam, this mechanically double-locked interlocking standing seam roof system is designed for use on slopes of 2:12 and above (with solid deck and underlayment).

Standard Colors

Charcoal	Almond Suede	Moss Green	Blue Sapphire
Chestnut	Epic Bronze	Solar White	Cadet Gray
Steel Gray	Sandstone	Colonial Red	Opal Star
Emerald Forest	Silver Cloud	Conch Shell	Weathered Copper

IMETCO

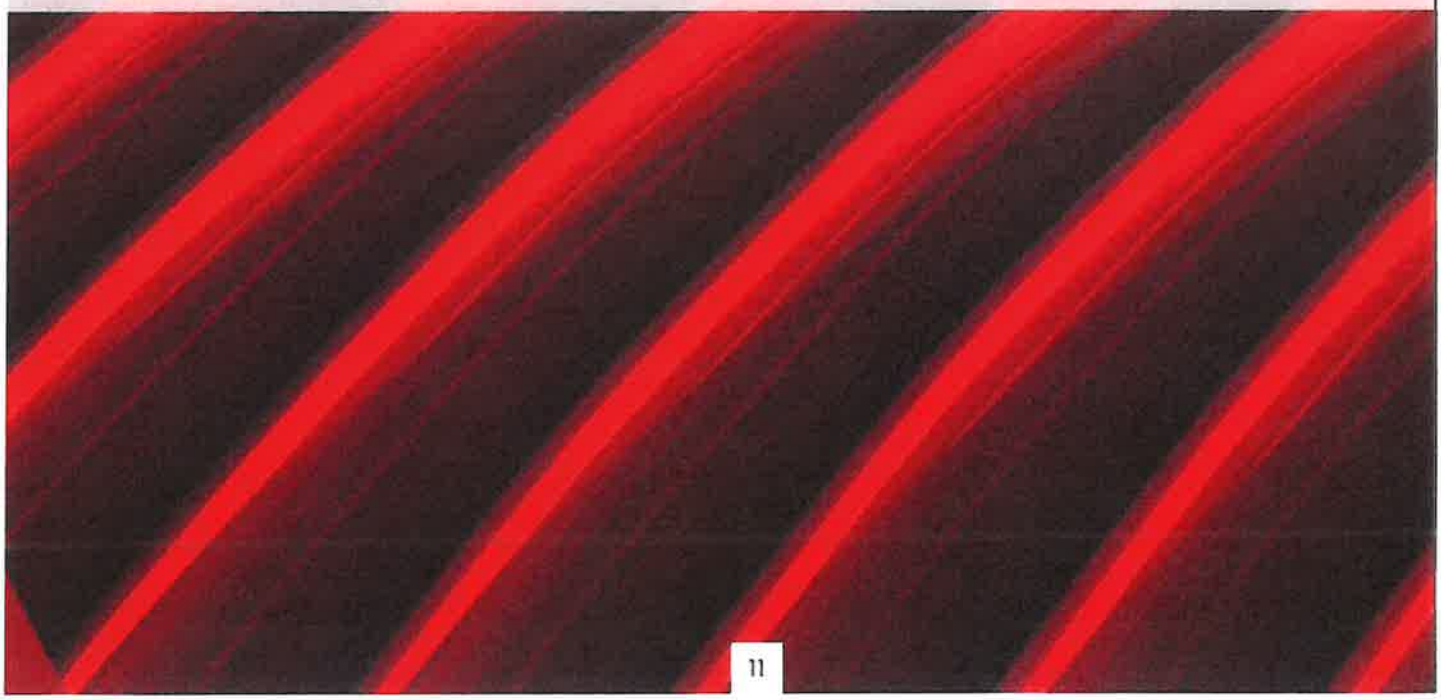
(800) 646-3826
www.imetco.com



IMETCO

Metal Roof Panel Systems

IMETCO offers a full line of structural and architectural standing seam roofing systems in a wide variety of materials and finishes. IMETCO offers several specialty manufacturing options including curved panels, tapered panels and long panels. IMETCO's field formed panels offer the same warranted, proven performance as those manufactured in our plant.



PERM LOK

IMETCO's Perm-Lok 1.0 and 1.5 interlocking standing seam architectural panels offer both strength and beauty for high-sloped roofing applications

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IMETCO

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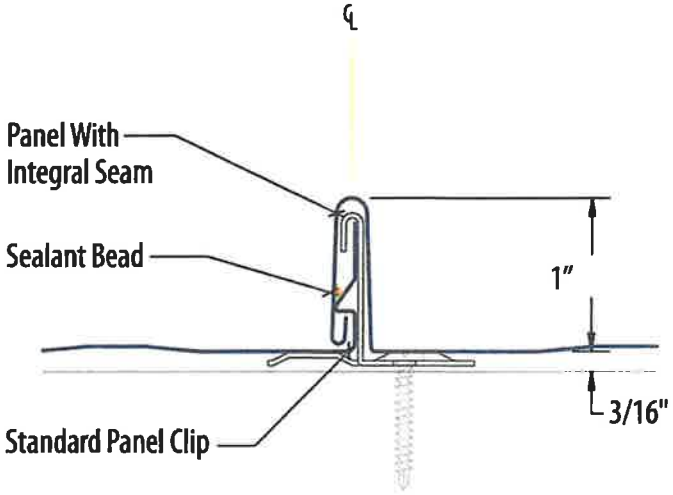
www.imetco.com • (770) 908-1030 • (800) 646-3826

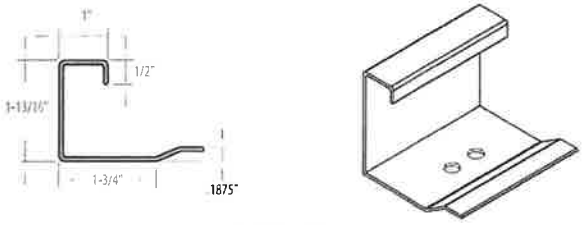
Design Characteristics

- Available with 1-inch or 1½-inch seam
- Interlocking standing seam; no separate cap
- Designed for use on slopes of 3:12 and above (with a solid deck and underlayment)
- Heavy concealed clips allow thermal movement
- Factory-installed seam sealant, isolated from clip
- Center of panels can be striated or flat
- Available in a variety of widths:
  - ◊ Perm-Loc 1.0: 13- and 21-inch
  - ◊ Perm-Loc 1.5: 12- and 18-inch



Materials Availability

- 22 gauge G90 galvanized steel
-
-

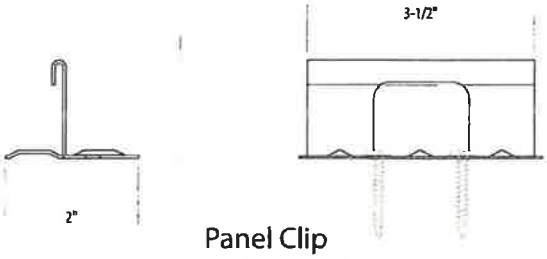


Gable Clip
18 Ga. Galv. Steel
18 Ga. Stainless Steel

Warranties*

- 20-year finish warranty for Kynar® coating
- Materials and workmanship warranty
- Weathertight warranty on qualifying applications

** Sample warranties available upon request*



Panel Clip
22 Ga. Galvanized Steel
22 Ga. Stainless Steel

Testing

- UL-580 Class 90 windstorm rating
- ASTM E-283 air infiltration
- ASTM E-331 water penetration
- ASTM E-1592 uniform static air pressure

ASTM ASCE CLASSIFIED UL

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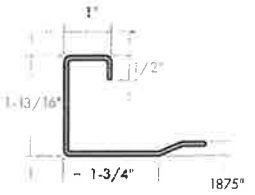
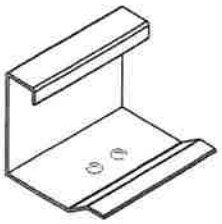
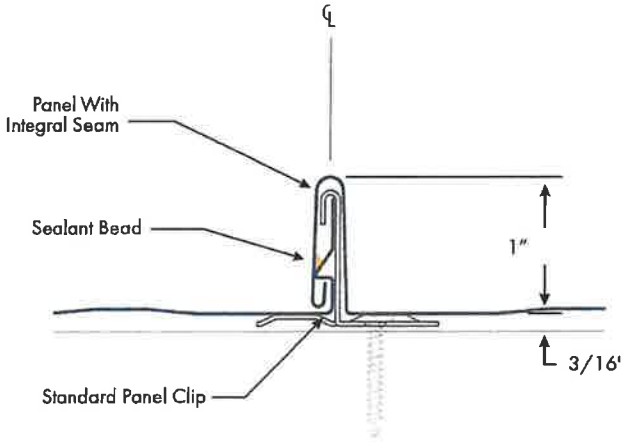
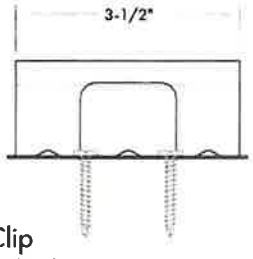
Product Data Sheet





Gable Clip
18 Ga. Galv. Steel
18 Ga. Stainless Steel





Panel Clip
22 Ga. Galvanized Steel

Description

The PermLok interlocking standing seam architectural panel offers both strength and beauty for high-sloped roofing applications.

Design Characteristics

- Available with 1-inch seam
- Interlocking standing seam; no separate cap
- Designed for use on slopes of 3:12 and above (with a solid deck and underlayment)
- Heavy concealed clips allow thermal movement
- Factory-installed seam sealant, isolated from clip
- Center of panels can be striated or flat
- Available in a variety of widths:
  - PermLok 1.0: (nominal)
  -

Available Materials

-
- Galvanized: 22
- Galvalume

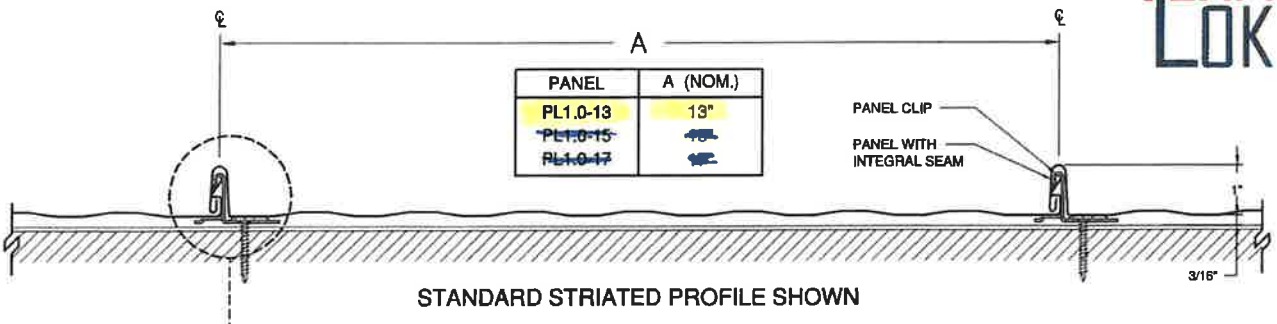
Product Testing

- UL-580 Class 90 (windstorm rating)
- ASTM E-283 (air infiltration)
- ASTM E-332 (water penetration)
- ASTM E-1592 (uniform static air pressure)

Warranties

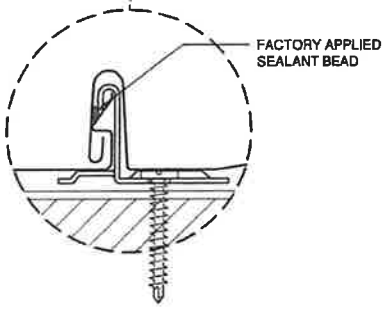
- 20-year finish warranty
- Materials and workmanship warranty
-

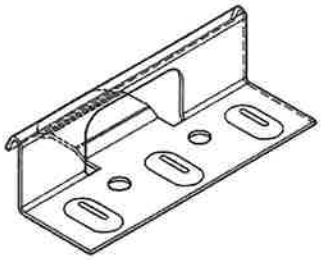
PermLok™ 1.0 Standing Seam Metal Roofing — Standard Profile

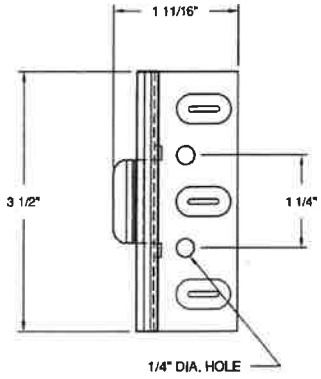


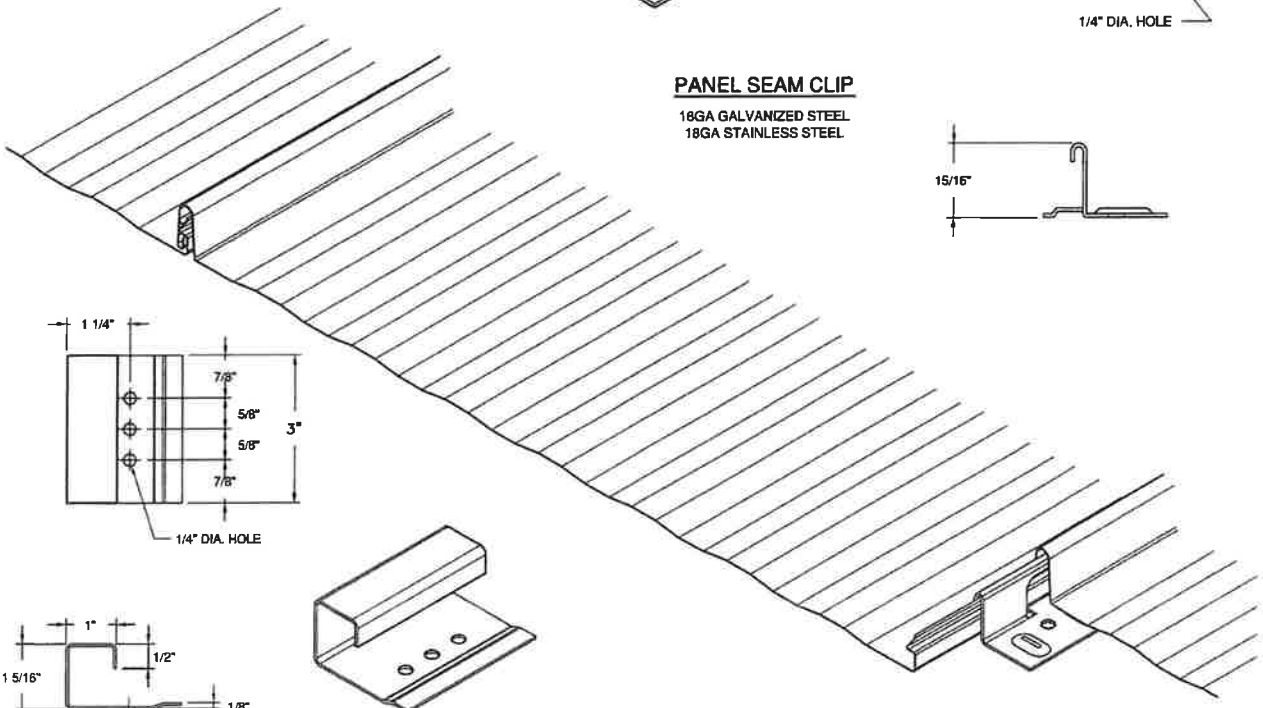
PANEL	A (NOM.)
PL1.0-13	13"
~~PL1.0-15~~	~~15"~~
~~PL1.0-17~~	~~17"~~

STANDARD STRIATED PROFILE SHOWN



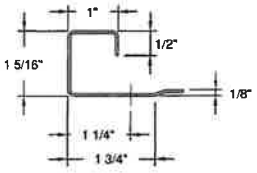






PANEL SEAM CLIP

18GA GALVANIZED STEEL
18GA STAINLESS STEEL



GABLE CLIP

18GA GALVANIZED STEEL
18GA STAINLESS STEEL

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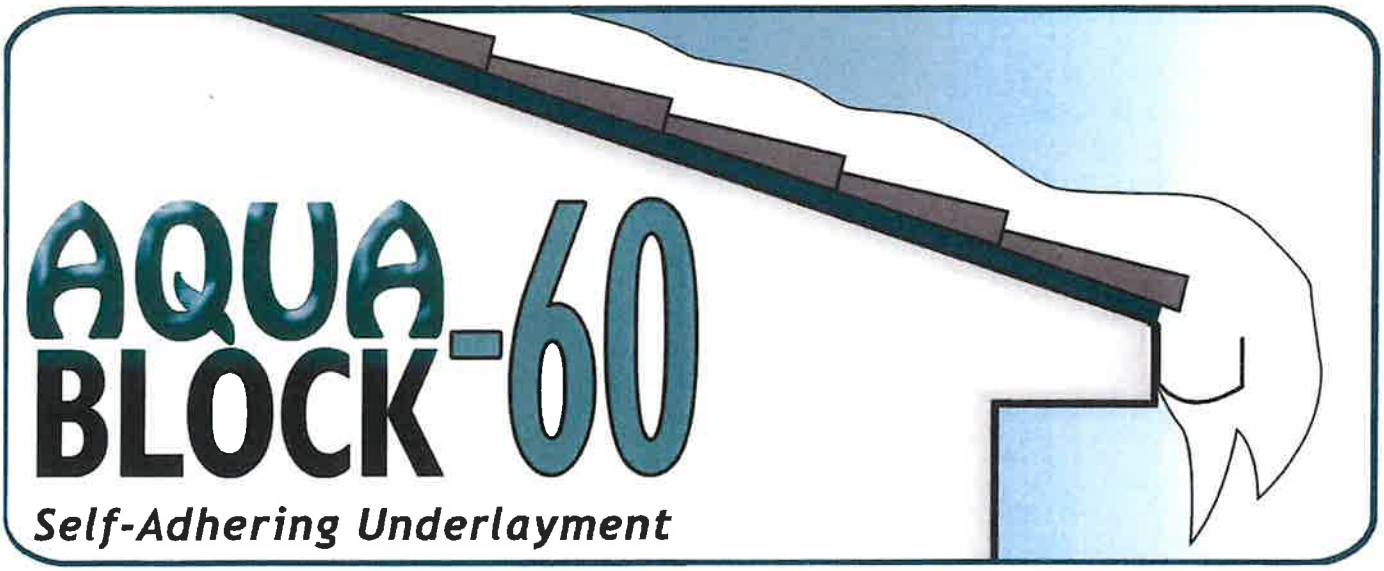


AQUA BLOCK-60

Self-Adhering Underlayment

- **Self-adhering and self-sealing**
- **Tolerates temperatures >250°F**
- **Easy to install**
- **Blocks water at eaves, valleys, & roof penetrations**
- **Use in new or retrofit construction**
- **Can be left exposed up to 90 days**

AquaBlock, an ideal underlayment for metal roofing, shingles, and tile, is a self-adhering SBS-modified membrane that offers added protection against water infiltration due to ice and snow accumulation at penetrations, valleys and edges on sloped roofs. **AquaBlock** is durable, self-sealing and easy to install. It features a silicone-treated, split-back release film for easy installation and handling. **AquaBlock** has excellent low-temperature flexibility, and can be installed directly to concrete, plywood, wood composition board and gypsum.

IMETCO
2070 Steel Drive • Tucker, GA 30084
800.646.3826 (p) • 770.908.2264 (f)
www.imetco.com

A special blend of select SBS polymers and distilled asphalt, AquaBlock is reinforced with high-strength fiberglass for added strength and workability. It's non-abrasive, skid-resistant polyester surface offers greater tear resistance than traditional felts, and is excellent for use with tile and metal applications.

Meets or Exceeds Requirements of ASTM D 1970:
Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection

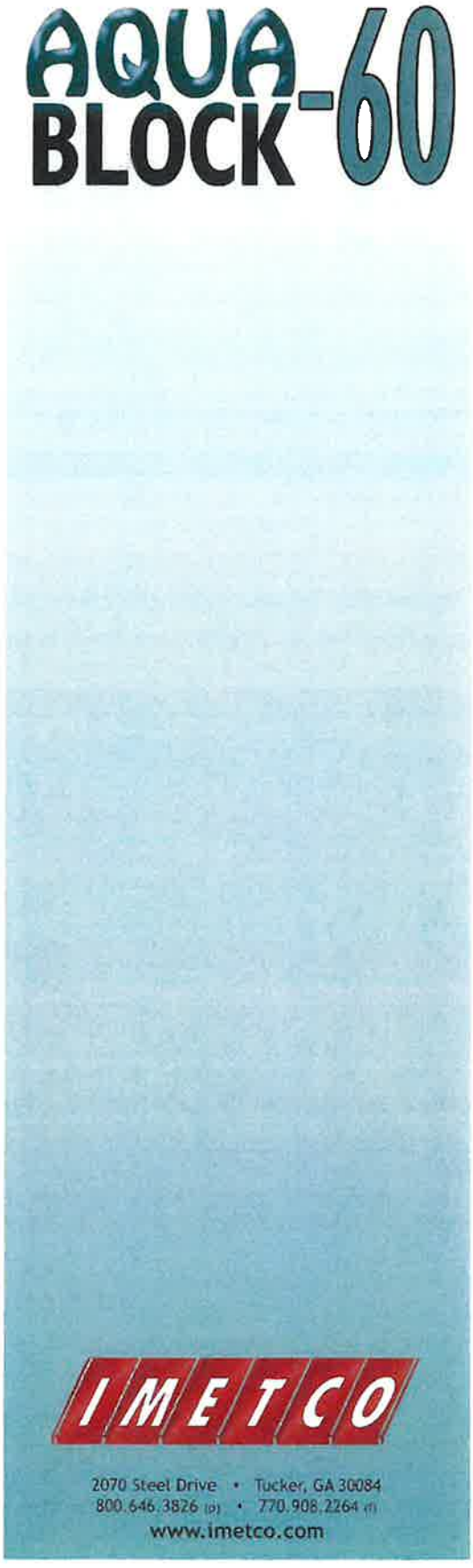
Thickness, min (D 5147)	60 mils
Maximum Load, min (D 2523)	MD=80 CD=35
Elongation at Break, min (D 2523)	30%
Adhesion to Plywood @ 77 °F min (D 903)	32.4 lbf/ft
Thermal Stability, max (D 1204)	<0.05
Slip Resistance (D 4521)	pass
Moisture Vapor Permeance; max; (U.S. Perms) (E 96)	pass
Flexibility Temperature, @ -20 °F min (D 1970)	pass
Sealability around nail (D 1970)	pass
Water Proof Integrity after Low Temp. Flex (D 1970)	pass
Waterproof Integrity of lap Seam (D 1970)	pass
Rolls (boxed) per Pallet	20
Roll Weight	65 lbs ± 2lbs
Roll Diameter	8.5 in.
Square feet	200

Surface Preparation

- Prior to installation, the roof deck must be clean and free from any moisture, ice, dust, loose nails, protrusion, voids and other debris.
- When re-roofing, be sure all old roofing components are removed prior to installation of underlayment.

Application

- This product should always be stored, installed and otherwise used in accordance with good roofing practices and all applicable building and safety codes.
- For proper adhesion, apply only when the temperature of the air, deck and material is above 40°F.
- For applications where the air, deck and material temperature is below 40°F, use nails to mechanically fasten until fully adhered.
- Where nailing is needed, apply nails in selvege and cover nails by overlapping with the next sheet.
- For re-roofing applications, first remove all old roofing materials and other loose debris. Never install product directly on old roof covering.
- Always prime non-wood surfaces (including concrete and masonry) prior to installation
- Always install from the lowest to the highest point on the roof deck.
- For valley or ridge applications, cut product to a manageable length, center the product over the valley or ridge and apply pressure first to the middle and work towards the outside edges.
- For most applications, side laps must be a minimum of three inches, end laps a minimum of six inches, and drip edges a 3/8-inch minimum. Good roofing practices may require increased minimums for certain applications.
- When adhering end laps together, SBS trowel grade mastic is recommended to properly seal to the adjoining membrane.



IMETCO
INNOVATIVE METALS COMPANY, INC.

March 22, 2009

RE: Recycled content of steel used for standing seam roofing.

In response to inquiries regarding the recycled content of steel standing seam roofing, it is not possible to know the exact percentage of recycled content of the specific steel coils used for a project. However, the cold rolled galvanized and Galvalume coated sheet procured by IMETCO for 22 and 24 gauge panels is produced by the Severstal mill in Columbus, MS.

The recycled content for the cold rolled steel strip produced from this mill is provided in the attached document from Severstal. The breakdown of the recycled material is approximately 75% post-consumer scrap metal, and approximately 5% pre-consumer scrap metal (which includes scrap generated by the mill itself). Please do not hesitate to contact us for any further information.

Frank Resso, PE
Innovative Metals Company, Inc. (IMETCO)

2070 Steel Drive Tucker GA 30084 • (770) 908-1030 Phone • (770) 908-2264

Severstal
International

Date: January 1, 2009

To: All Severstal Columbus Customers

Re: Recycled Content of Severstal Columbus Steel Products

Severstal Columbus is a brand-new steel mill designed for high grade output using recycled material in the form of scrap as its major feedstock. Severstal Columbus has the capability to melt varying degrees of scrap versus virgin iron units. Severstal Columbus scrap is screened for cleanliness as well as to ensure there are no environmental issues before use. The Severstal Columbus Melt Shop uses an Electric Arc Furnace in its steel recycling process for producing steel products.

Severstal Columbus has prepared the attached information by determining the percentage of the average scrap mix. This percentage includes scrap generated onsite. The sources are varied but include recycled automobiles, buildings, equipment, etc.

Recycled Content of Severstal Columbus Steel Products (% By Total Weight)	
Product	**Average Recycled Content**
Steel Sheets	80%

Pre-consumer content: 5%
Post-consumer content: 75%

Severstal Columbus
Roger D. Boggs, Ph.D.
Manager Quality and Technical Service
1945 Airport Road
Columbus, MS 39701
USA

T: (662) 245 4200
F: (662) 245 4297
E: rboggs@severstal.com
www.severstal.com

CONSTRUCTION AGREEMENT
IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER" or "CITY"** and [INSERT CONTRACTOR'S NAME], doing business as (an individual), or (a partnership), or (a corporation), hereinafter **"CONTRACTOR"** and collectively called **"Parties."** The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center**."

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work; Term of Agreement. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED, as agreed upon by OWNER and CONTRACTOR during the pre-construction meeting** and will complete the same within **Seventy-five (75) Working Days**. The **CONTRACTOR** shall submit a Payment Bond [on projects valued at $25,000 and above] and Performance Bond [on projects valued at $100,000 and above] in the amount of $_____, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within fifteen (15) working days after being notified of the award of the contract, and before OWNER executes this AGREEMENT.

This Agreement shall be effective on _____, after approval by the City Council at a duly scheduled meeting thereof.

4. The Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum not to exceed _____ ($_____) ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS. WORK** performed **at** unit prices proposed in the **CONTRACT DOCUMENTS** will be paid based on actual quantities of work performed and accepted.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following **CONTRACT DOCUMENTS**, attached thereto and incorporated herein as **Exhibits A through F:**

(A) CONTRACTOR Complete Bid as Submitted on _____
(B) Addenda No. 1, dated
(C) Addenda No. 2, dated

SAMPLE

(D) Addenda No. 3, dated
(E) Insurance Requirements for Contractors as specified in IFB
(F) IFB 202526-06 Construction of Entrance Canopy at the Madera Transit Center

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **four hundred dollars ($400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. Disputes. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

SAMPLE

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. Seq*.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
ii. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
iii. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 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.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council 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, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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, the Owner 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 the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, 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.

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

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in 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 Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in

direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on

SAMPLE

file in the office of OWNER and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor 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 Relation. 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 and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records 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 in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and

SAMPLE

regulations from the DIR relating to labor compliance monitoring and enforcement.

14. Apprentices. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR**. It is the **CONTRACTOR'S** responsibility to ensure compliance by both it and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life,

SAMPLE

safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

16. Subcontracting. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this

SAMPLE

Agreement as though fully set forth herein.

17. Change Orders. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a change order and approved and signed by the **OWNER or the Owner's Designated Project Manager** and the **CONTRACTOR**. It is specifically agreed that the **OWNER or the Owner's Designated Project Manager** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This Agreement shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

SAMPLE

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

19. Insurance. Contractor must comply with the insurance requirements as described in Exhibit E, Insurance Requirements for Contractors as specified in IFB.

20. Amendments. Any changes to this Agreement requested by either City or **CONTRACTOR** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

(a) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

(b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

(d) Fails to prosecute the Work according to the schedule approved by the City;

(e) Disregards laws or regulations of any public body having jurisdiction; or

(f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

2. Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

SAMPLE

(a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

3. Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

4. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for

SAMPLE

default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

B. Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

1. Notice: The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the

SAMPLE

Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment: The Contractor will be paid without duplication for:

(a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

(b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(c) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:
[INSERT CONTRACTOR'S NAME AND MAILING ADDRESS]

All notices and communications from shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Warranty. Contractor warrants to OWNER that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

SAMPLE

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

25. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **CONTRACTOR** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **CONTRACTOR** is a duly organized and legally existing corporation in good standing in the State of California.

28. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies

SAMPLE

associated with a default.

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, **CONTRACTOR** shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

32. Caltrans Authority. Caltrans is required by 23 Code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

SAMPLE

33. Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy.

SAMPLE

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed an original on the date first above written.

CITY OF MADERA (OWNER)

By: _____
Cecelia K. Gallegos, Mayor

Date: _____

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

Date: _____

ATTEST:

_____
Alicia Gonzales, City Clerk

Date: _____

CONTRACTOR

By: _____
Contractor (signature)

Date: _____

_____
Printed Name and Title

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

SAMPLE

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

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 _____, 2025 before me, _____
(insert name and title of officer)

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 _____ (Seal)

SAMPLE

Stantec

MADERA TRANSIT CENTER CANOPY

1951 INDEPENDENCE DRIVE
MADERA, CA 93637

SEPTEMBER 22, 2023

Stantec Project Number: 2014309700
Client Project Number: ####

DESIGN TEAM

STANTEC
ARCHITECT
STRUCTURAL ENGINEER
ELECTRICAL ENGINEER

PROJECT DESCRIPTION

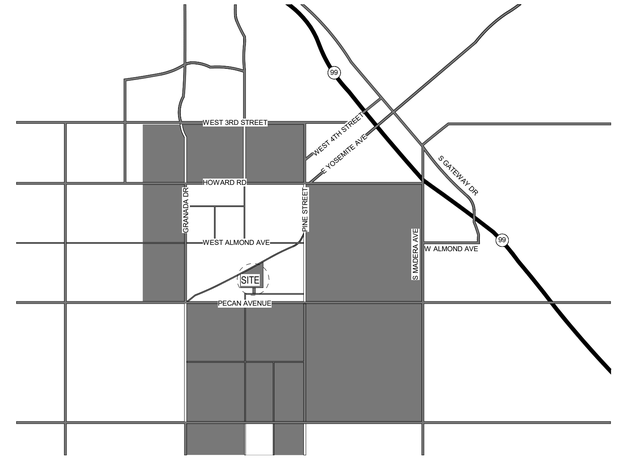
DESCRIPTION:
THIS PROJECT IS AN ADDITION OF A NEW CANOPY AT THE EAST BUILDING ENTRANCE. PROPOSED WORK INCLUDES NEW LIGHTING AT THE CANOPY.

APPLICABLE CODES AND REGULATIONS

CALIFORNIA BUILDING CODE, 2022 EDITION
CALIFORNIA ELECTRICAL CODE, 2022 EDITION
CALIFORNIA ENERGY CODE, 2022 EDITION
CALIFORNIA FIRE CODE, 2022 EDITION
CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 EDITION

SHEET INDEX

SHEET NUMBER	SHEET NAME
GENERAL	
G-000	COVER, SHEET INDEX
STRUCTURAL	
S-001	GENERAL NOTES
S-101	NEW CANOPY STRUCTURAL PLANS
ARCHITECTURE	
A-001	GENERAL NOTES, ABBREVIATIONS AND LEGEND
A-100	SITE PLAN
A-101	CANOPY ENLARGED PLANS AND DETAILS
ELECTRICAL	
E-000	ELECTRICAL LEGEND AND ABBREVIATION
E-001	ELECTRICAL SPECIFICATIONS
E-100	ELECTRICAL PLANS
E-701	ELECTRICAL SINGLE LINE AND SCHEDULES
E-702	T24 COMPIANCE FORMS



VICINITY MAP

LICENSED ARCHITECT
PATRICK M. SWEENEY
No. C21017
REN. 5/31/2025
STATE OF CALIFORNIA

The professional's seal on the cover sheet represents that the information on the cover sheet is accurate in designer's professional opinion but does not assume professional responsibility for documents sealed by others that are referenced on the cover sheet. All professionals sealing drawings as a part of the design are professionally responsible for their own sealed documents.

GENERAL STRUCTURAL NOTES

(APPLIES UNLESS NOTED OTHERWISE)

BASIS OF DESIGN:

1. BUILDING CODE: 2022 CALIFORNIA BUILDING CODE (CBC).

2. RISK CATEGORY: II

3. ROOF LOADS:
   LIVE LOAD = 20 PSF
   DEAD LOAD = 27 TOTAL psf
   SNOW LOAD = N/A

4. WIND LOAD:
   94 MPH, 3-SECOND GUST ULTIMATE DESIGN WIND SPEED
   EXPOSURE C
   INTERNAL PRESSURE COEFFICIENT, GCpi = ±0.18
   COMPONENT AND CLADDING BASE DESIGN PRESSURE = 16.3 PSF

5. SEISMIC DESIGN DATA:
   MAPPED SPECTRAL RESPONSE ACCELERATIONS: S_S = 0.610, S_1 = 0.238
   SPECTRAL RESPONSE COEFFICIENTS: S_{DS} = 0.534, S_{d1} = 0.337
   SITE CLASS = D
   SEISMIC DESIGN CATEGORY = D

   BASIC SEISMIC FORCE RESISTING SYSTEM: STEEL INTERMEDIATE MOMENT FRAME, R-4.5
   SESIGN BASE SHERE = 0.119 x W
   ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE PROCEDURE
   SEISMIC RESPONSE COEFFICIENT: C_S = 0.119

   BASEIC SEISMIC FORCE RESISTING SYSTEM: CANTILEVERED COLUMN SYSTEM, R=2.5
   DESIGN BASE SHEAR = 0.213 x W
   ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE PROCEDURE
   SEISMIC RESPONSE COEFFICIENT: C_S=0.213

6. SNOW LOAD: N/A/

7. FLOOD LOAD: N/A

8. SPECIAL LOADS: N/A

FOUNDATION NOTES:

1. GEOTECHNICAL REPORT:
   KRAZAN & ASSOCIATES, INC.
   GEOTECHNICAL ENGINEERING DIVISION
   PROJECT NO. 012-16201
   JANUARY 5, 2017

2. FOOTING DEPTH: 18 INCHES BELOW GRADE MINIMUM, SEE DRAWINGS FOR ADDITIONAL INFORMATION.

3. ALLOWABLE FOOTING BEARING: 1875 PSF. DEAD LOAD ONLY, 2500 PSF DEAD LOAD + LIVE LOAD; 3325 PSF FOR SEISMIC OR WIND LOAD COMBINATIONS.

4. SLAB-ON-GRADE SUPPORT: 6 INCH LAYER OF SELECT GRANULAR FILL MATERIAL (PER SOIL REPORT).

5. PER GEOTECHNICAL REPORT, WATER SOLUBLE SULFATE LEVELS ARE NEGLIGIBLE PER CBC 1904. NO SPECIAL REQUIREMENTS FOR CONCRETE IN CONTACT WITH SOIL.

6. UNLESS NOTED OTHERWISE IN THE GEOTECHNICAL REPORT, CONCRETE SLABS ON GRADE SHALL BE SUPPORTED ON SELECT FILL MATERIAL AS NOTED ABOVE. FILL MATERIAL SHOULD BE MOISTENED, BUT NOT SATURATED JUST PRIOR TO PLACING CONCRETE. CARE SHALL BE TAKEN IN PLACING SLABS ON GRADE SO AS NOT TO DISTURB FILL MATERIAL OR REINFORCING.

7. SITE PREPARATION AND GRADING REQUIREMENTS OF THE GEOTECHNICAL REPORT AND ANY ADDENDA SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF FOUNDATIONS. ANY TESTS, INSPECTIONS, FIELD OBSERVATIONS, OR APPROVAL FROM THE GEOTECHNICAL ENGINEER SHALL BE PERFORMED PRIOR TO PLACEMENT OF FOUNDATION REINFORCING STEEL OR CONCRETE. ALTERATIONS TO SITE PREPARATION OR GRADING SHALL BE REPORTED TO THE ENGINEER PRIOR TO FOUNDATION CONSTRUCTION.

REINFORCEMENT STEEL:

1. REINFORCEMENT STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615. REINFORCING SHALL BE GRADE 60 (Fy = 60 KSI)

2. ALL DIMENSIONS SHOWING THE LOCATION OF REINFORCING STEEL NOT NOTED AS "CLEAR" OR "CLR" ARE TO CENTER OF STEEL. MINIMUM COVER FOR CONCRETE REINFORCING SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE ON PLANS OR DETAILS:

EXPOSURE CONDITION:	MINIMUM COVER	TOLERANCES (+/-)
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH:	3"	3/8"

CONCRETE:

1. MINIMUM 28 DAY STRENGTH (f'c) SHALL BE AS FOLLOWS:
   FOUNDATIONS: 4000 PSI, W/C = .55
   SLABS ON GROUND: 4000 PSI, W/C = .55

2. CONCRETE MIXES SHALL BE DESIGNED BY A CERTIFIED LABORATORY AND APPROVED BY THE ENGINEER.

3. ALL CONCRETE SHALL BE REGULAR WEIGHT OF 145 POUNDS PER CUBIC FOOT USING HARDROCK AGGREGATES. AGGREGATE USED IN CONCRETE SHALL CONFORM TO ASTM C33, CONCRETE AGGREGATES.

4. MAXIMUM SLUMP FOR EXTERIOR SLABS SHALL BE 4 INCHES. MAXIMUM SLUMP FOR ALL OTHER CONCRETE SHALL BE 3-1/2 INCHES. REQUIRED SLUMPS ARE PRIOR TO THE ADDITION OF WATER REDUCING ADDITIVES. WATER SHALL BE CLEAN AND POTABLE.

5. PORTLAND CEMENT SHALL BE TYPE II AND SHALL CONFORM TO ASTM C150. LOW ALKALI.

6. NO MORE THAN 90 MINUTES SHALL ELAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT, UNLESS APPROVED BY THE ENGINEER OR AUTHORIZED TESTING AGENCY.

7. CONCRETE MIXING, PLACEMENT AND QUALITY SHALL BE PER CBC CHAPTER 19, ASTM C94, ASTM C685, AND ACI 302. MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED, EXCEPT SLABS ON GRADE NEED ONLY BE VIBRATED OR THOROUGHLY RODDED AROUND EMBEDDED STRAPS OR HARDWARE, BOLTS FOR HOLDOWNS, CURBS AND EDGES OF SLAB STEPS AND UNDER FLOOR DUCTS OR SIMILAR ELEMENTS. REMOVE ALL DEBRIS FROM FORMS BEFORE PLACING CONCRETE. UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED 5 FEET. CARE SHALL BE TAKEN IN PLACING SLABS ON GRADE SO AS NOT TO DISTURB FILL MATERIAL.

8. ALL ITEMS TO BE CAST IN CONCRETE SUCH AS REINFORCING, DOWELS, BOLTS, ANCHORS, PIPES, SLEEVES, ETC. SHALL BE SECURELY POSITIONED IN THE FORMS BEFORE PLACING THE CONCRETE.

9. PROTECT CONCRETE FROM DAMAGE OR REDUCED STRENGTH DUE TO COLD OR HOT WEATHER IN ACCORDANCE WITH ACI 305 AND 306 AND ACI 318 SECTIONS 5.12 AND 5.13.

STRUCTURAL STEEL:

1. STRUCTURAL STEEL MEMBERS SHALL CONFORM WITH THE FOLLOWING STANDARDS AND MATERIAL PROPERTIES UNLESS NOTED OTHERWISE:

SHAPE	STANDARD	Fy
ROLLED WIDE FLANGE SECTIONS:	ASTM A992	50 KSI
OTHER STANDARD STEEL SHAPES AND ROLLED SECTIONS:	ASTM A36	36 KSI
BARS AND PLATES:	ASTM A36	36 KSI
TUBES:	ASTM A500 GRADE B	46 KSI
BOLTS AT STEEL CONNECTIONS:	ASTM A325 OR A490	---
FOUNDATION ANCHOR BOLTS:	ASTM F1554	55 KSI

2. ALL BOLTS SHALL BE INSTALLED AS BEARING-TYPE CONNECTIONS WITH THREADS EXCLUDED FROM SHEAR PLANE (TYPE "X" CONNECTION), UNLESS NOTED OTHERWISE. HIGH-STRENGTH BOLTS SHALL BE TIGHTENED USING ANY AISC APPROVED METHOD. BOLTS IN SHEAR/BEARING CONNECTIONS ARE TO BE TIGHTENED ACCORDING TO THE FOLLOWING:

BOLT TYPE	TIGHTENING
A307	SNUG TIGHT
A325N/A490N	SNUG TIGHT
A325X/A490X	SNUG TIGHT

3. ALL THREADED ROD AND THREADED STUDS SHALL BE ASTM A307 UNLESS NOTED OTHERWISE. ALL EXPANSION OR EPOXY BOLTS SHALL HAVE CURRENT ICC RATING FOR MATERIAL INTO WHICH INSTALLATION OCCURS.

4. ALL STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH AISC SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, LATEST EDITION.

5. WELDING SHALL BE PERFORMED BY WELDERS HOLDING VALID CERTIFICATES AND HAVING CURRENT EXPERIENCE IN THE TYPE OF WELD SHOWN ON THE DRAWINGS. ALL WELDING SHALL USE E70 SERIES LOW HYDROGEN ELECTRODES UNLESS NOTED OTHERWISE. ALL WELDS INVOLVING REINFORCING BARS SHALL USE E70 OR E90 SERIES ELECTRODES. ALL WELDING SHALL CONFORM TO THE LATEST AMERICAN WELDING SOCIETY (AWS) STANDARDS. WELDS ON DRAWINGS ARE SHOWN AS SHOP WELDS. CONTRACTOR MAY SHOP WELD OR FIELD WELD AT HIS DISCRETION. ALL FULL PENETRATION WELDS SHALL BE TESTED AND CERTIFIED BY AN INDEPENDENT TESTING LABORATORY.

6. GROUT BENEATH COLUMN BASES OR BEARING PLATES SHALL BE 5,000 PSI (MIN) NON-SHRINK FLOWABLE GROUT OR DRYPACK. INSTALL GROUT UNDER BEARING PLATES BEFORE FRAMING MEMBER IS INSTALLED. AT COLUMNS, INSTALL GROUT UNDER BASE PLATES AFTER COLUMN HAS BEEN PLUMBED BUT PRIOR TO FLOOR OR ROOF INSTALLATION. GROUT DEPTH SHALL BE SUFFICIENT TO ALLOW GROUT OR DRYPACK TO BE PLACED BENEATH PLATE WITHOUT VOIDS.

WOOD:

1. SAWN FRAMING LUMBER SHALL COMPLY WITH THE LATEST EDITION OF THE GRADING RULES OF THE WESTERN WOOD PRODUCTS ASSOCIATION OR THE WEST COAST LUMBER INSPECTION BUREAU. ALL SAWN LUMBER SHALL BE STAMPED WITH THE GRADE MARK OF AN APPROVED LUMBER GRADING AGENCY. SAWN LUMBER SHALL HAVE THE FOLLOWING MINIMUM GRADE (UNLESS NOTED OTHERWISE):

2x8, 2x10, 2x12 (ALL APPLICATIONS) DOUGLAS FIR NO 2 GRADE
4x6, 4x8, 4x10, 4x12 (ALL APPLICATIONS) DOUGLAS FIR NO. 2 GRADE
6x6, 6x8, 6x10, 6x12 (ALL APPLICATIONS) DOUGLAS FIR NO. 1 GRADE

4. ALL PLYWOOD SHALL BE C-D OR C-C SHEATHING CONFORMING TO USVPS DOC PS-1 AND PS-2. PLYWOOD SHALL HAVE EXTERIOR GLUE. LAY UP PLYWOOD WITH FACE GRAIN PERPENDICULAR TO SUPPORTS. PROVIDE BLOCKING AT PANEL EDGES WHERE INDICATED ON PLANS. ALL PLYWOOD SHALL CONFORM TO THE FOLLOWING NOMINAL THICKNESS, SPAN RATING AND NAILING PATTERN UNLESS NOTED OTHERWISE:

THICKNESS:	SPAN RATING:	EDGE NAILING:	FIELD NAILING:
15/32" (1/2")	32/16	8d AT 6" OC	8d AT 12" OC

5. AMERICAN PLYWOOD ASSOCIATION PERFORMANCE RATED SHEATHING (OSB) MAY BE USED AS AN ALTERNATE TO PLYWOOD WITH PRIOR APPROVAL OF OWNER AND ARCHITECT. RATED SHEATHING SHALL COMPLY WITH USVPS DOC PS-2 AND SHALL HAVE A SPAN RATING EQUIVALENT TO OR BETTER THAN THE PLYWOOD IT REPLACES. ATTACHMENT AND THICKNESS (WITHIN 1/32") SHALL BE THE SAME AS THE PLYWOOD IT REPLACES. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

6. DIMENSIONS OF NAILS SHALL CONFORM WITH THE FOLLOWING TABLE:

NAIL SIZE:	SHANK DIA:	LENGTH:
16d COMMON	0.162"	3-1/2"
16d SINKER	0.148"	3-1/4"
16d BOX	0.135"	3-1/2"
P-NAIL	0.131"	3-1/4"
10d COMMON	0.148"	3"
8d COMMON	0.131"	2-1/2"

NAILS ONLY NOTED AS 16d MAY BE COMMON, SINKER OR P-NAIL UNLESS NOTED SPECIFICALLY AS COMMON, SINKER OR P-NAIL. NAILS NOTED ON PLANS OR NOTES AS 10d OR 8d SHALL BE COMMON ONLY. ALL NAILING NOT NOTED SHALL BE ACCORDING TO IBC TABLE 2304.9.1.

7. ALL BOLTED CONNECTIONS INVOLVING WOOD MEMBERS SHALL BE ASTM A307 UNLESS NOTED OTHERWISE. ALL BOLTS, ANCHOR BOLTS, EXPANSION BOLTS, ETC. SHALL BE INSTALLED WITH STEEL WASHERS AT FACE OF WOOD.

8. DO NOT NOTCH, SLOPE CUT, OR DRILL JOISTS, BEAMS OR LOAD-BEARING STUDS WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER THROUGH THE ARCHITECT UNLESS SPECIFIC DETAILS ARE PROVIDED. DOUBLE UP FLOOR JOISTS AND BLOCKING UNDER WALLS THAT RUN PARALLEL TO THE JOISTS. PROVIDE 2" (NOMINAL) SOLID BLOCKING BETWEEN JOISTS AT SUPPORTS.

9. JOIST HANGERS AND OTHER MISCELLANEOUS FRAMING ANCHORS SHALL BE AS MANUFACTURED BY SIMPSON STRONG-TIE COMPANY WITH CURRENT ICC APPROVAL. ATTACH FRAMING ANCHORS TO WOOD PER MANUFACTURER'S RECOMMENDATIONS. USE MAXIMUM NUMBER AND SIZE OF FASTENER WHERE NOT SPECIFICALLY NOTED. USE OF ALTERNATE HARDWARE MANUFACTURER REQUIRES WRITTEN APPROVAL OF THE ENGINEER. VERIFY LOCATION OF HOLDOWNS, POST BASES, ETC. WITH FRAMING TO ENSURE PROPER AND ACCURATE INSTALLATION.

10. ALL BOLTS SHALL BE INSTALLED IN HOLES BORED WITH A BIT 1/16 INCH LARGER THAN THE DIAMETER OF THE BOLT. BOLTS AND NUTS SEATING ON WOOD SHALL HAVE CUT STEEL WASHERS UNDER HEADS AND NUTS. DING THREADS TO PREVENT LOOSENING.

11. DRAWINGS AND DETAILS DO NOT NECESSARILY INDICATE NONSTRUCTURAL BLOCKING, BRACING, DRYWALL BACKING, ETC. ALL SUCH ITEMS SHALL BE ADEQUATELY SECURED TO FRAMING.

SPECIAL CONDITIONS, REQUIREMENTS, AND NOTES TO OWNER, DEVELOPER, AND CONTRACTORS:

SPECIAL CONDITIONS, REQUIREMENTS AND NOTES TO OWNER, DEVELOPER AND CONTRACTORS:
CONTRACTOR INVOLVED IN ANY FORM OF CONSTRUCTION USING THESE DOCUMENTS SHALL INFORM THE OWNER AND DEVELOPER IN WRITING PRIOR TO CONSTRUCTION OF THE FOLLOWING RESPONSIBILITIES, PERFORMANCE CRITERIA AND LIMITATIONS AND RISKS ASSOCIATED WITH CONSTRUCTION. IF THE OWNER, DEVELOPER OR CONTRACTOR IS NOT ABLE TO ACCEPT RESPONSIBILITIES OR PERFORMANCE CRITERIA AND LIMITATIONS, NOTIFY OUR OFFICE PRIOR TO START OF CONSTRUCTION. IT SHALL BE EXPRESSLY UNDERSTOOD THAT THE ENGINEER IS NOT RESPONSIBLE OR LIABLE FOR THE LACK OF PERFORMANCE OF MATERIALS, SYSTEMS OR DESIGNS NOT BEING LIMITED TO ITEMS OUTLINED BELOW. CONTRACTORS AND SUBCONTRACTORS SHALL THOROUGHLY REVIEW ALL CONDITIONS AND RESPONSIBILITIES STATED IN THESE NOTES, GENERAL STRUCTURAL NOTES, PLANS, SECTIONS AND DETAILS AND SHALL NOTIFY THE ENGINEER AND OWNER IN WRITING PRIOR TO CONSTRUCTION OF ANY CONDITIONS OR RESPONSIBILITIES WHICH ARE NOT ACCEPTABLE OR NOT UNDERSTOOD.

1. DUE TO MOISTURE VARIATIONS AS A RESULT OF AMBIENT CONDITIONS AND MATERIAL CONDITIONS AT TIME OF CONSTRUCTION, WOOD MEMBERS ARE SUSCEPTIBLE TO VOLUME AND SHAPE CHANGES AND DIMENSIONAL VARIATIONS. SPANNING MEMBERS MAY ALSO DEFLECT VERTICALLY OR LATERALLY. SHEATHING, DRYWALL OR ARCHITECTURAL SURFACES SUPPORTED BY WOOD MEMBERS MAY DISTORT, CRACK AND BULGE DUE TO THESE FACTORS.

2. FOUNDATIONS HAVE BEEN DESIGNED WITH A SOIL INVESTIGATION OR RECOMMENDATIONS FROM A GEOTECHNICAL CONSULTANT (SEE BELOW). FOUNDATION SETTLEMENT MAY CAUSE DISTORTION AND DISTRESS TO THE SUPPORTED STRUCTURE AS WELL AS ADJACENT UTILITIES, SLABS OR FOUNDATIONS. THE SOIL REPORT MAY INDICATE A LEVEL OF DISPLACEMENT. ATTENTION TO PROPER SOIL PREPARATION AND GRADING, AS WELL AS PROPER DRAINAGE AWAY FROM STRUCTURE IS ESSENTIAL IN REDUCING EXPECTED SETTLEMENT.

3. PLYWOOD OR APA RATED SHEATHING (OSB) AS NOTED ON DRAWINGS OR NOTES MAY BE A MINIMUM AS REQUIRED FOR STRUCTURAL LOADS. CONTRACTOR, DEVELOPER AND/OR OWNER SHALL BE RESPONSIBLE FOR SPECIFYING ALTERNATE THICKNESS OR SPAN RATING REQUIREMENTS TO SATISFY ROOFING WARRANTIES, NOISE RESTRICTIONS OR SUPPLEMENTAL DEFLECTION CRITERIA. CONTACT ENGINEER FOR INCREASED NAILING REQUIREMENTS FOR ALTERNATE SHEATHING.

4. VARIATION IN DIMENSIONS MAY OCCUR AS A RESULT OF THERMAL INFLUENCES, NATURAL DEFLECTIONS AND/OR CAMBERS OF MEMBERS. AS A RESULT, QUANTITIES MAY VARY AND ARCHITECTURAL FINISHES MAY BE AT RISK OF COSMETIC VARIATION OR DAMAGE.

5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR VARIATIONS TO PLANS BETWEEN BID PROCESS AND FINALIZED APPROVED DOCUMENTS RELEASED FOR CONSTRUCTION. ADDITIONS AND ALTERATIONS MAY BE MADE BETWEEN RELEASE OF BID DOCUMENTS AND FINALIZED CONSTRUCTION DOCUMENTS.

6. DESIGNS HAVE BEEN COMPLETED USING THE CODE STATED IN THE BASIS FOR DESIGN. WHERE MORE THAN ONE REFERENCE IS LISTED BELOW, THE REFERENCE THAT CORRESPONDS TO THE CODE STATED IN THE BASIS OF DESIGN SHALL BE USED. OTHER SPECIALIZED CODES OR DIRECTIVES (HUD, OSHA, ASSHTO, ETC.) ARE NOT USED IN THE PREPARATION OF THESE DOCUMENTS AND ARE NOT REFERENCED.

7. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE STRUCTURAL ENGINEERS IN THIS OR SIMILAR LOCALITIES. THEY NECESSARILY ASSUME THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR, SUBCONTRACTOR AND/OR WORKPERSONS WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, IT IS UNDERSTOOD THAT THE CONTRACTOR WILL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR ALL WORK NOT EXPLICITLY SHOWN.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS, CONDITIONS AND ELEVATIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL INFORM THE ARCHITECT IN WRITING OF ANY DISCREPANCIES OR OMISSIONS NOTED ON THE DRAWINGS. ANY SUCH DISCREPANCY, OMISSION, OR VARIATION NOT REPORTED BEFORE START OF CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

9. WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDA.

10. SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL STRUCTURAL ITEMS. SHOP DRAWINGS ARE REVIEWED ONLY FOR GENERAL COMPLIANCE WITH THE STRUCTURAL DRAWINGS. REVIEW DOES NOT INDICATE THAT THE SHOP DRAWINGS ARE CORRECT OR COMPLETE. RESPONSIBILITY FOR CORRECTNESS SHALL REST WITH THE CONTRACTOR. ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM CONTRACT DRAWINGS SHALL BE CLOUDED. ANY OF THE AFOREMENTIONED SHALL NOT BE CONSIDERED APPROVED AFTER ENGINEER'S REVIEW UNLESS SPECIFICALLY NOTED ACCORDINGLY. THE SHOP DRAWINGS DO NOT SUPERSEDE OR REPLACE THE ORIGINAL CONTRACT DRAWINGS. ANY ENGINEERING PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN APPROPRIATELY REGISTERED ENGINEER. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ADEQUACY OF ENGINEERING DESIGNS PERFORMED BY OTHERS.

INSPECTIONS:

1. IN ADDITION TO THE STANDARD INSPECTIONS BY THE BUILDING OFFICIAL REQUIRED PER CBC CHAPTER 17, THE OWNER SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS WHO SHALL PROVIDE INSPECTIONS DURING CONSTRUCTION FOR THE TYPES OF WORK LISTED IN THIS SECTION.

2. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.

3. THE SPECIAL INSPECTOR SHALL INSPECT THE WORK ASSIGNED FOR CONFORMANCE WITH THE APPROVED CONTRACT DRAWINGS AND SPECIFICATIONS. SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE ENGINEER OF RECORD, AND OTHER DESIGNATED PERSONS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN, IF UNCORRECTED, TO THE ENGINEER AND THE BUILDING OFFICIAL. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE CODE PROVISIONS.

4. INSPECTORS SHALL INSPECT FROM AN APPROVED SET OF CONTRACT DRAWINGS. SHOP DRAWINGS SHALL NOT BE USED IN LIEU OF THE APPROVED CONTRACT DRAWINGS FOR INSPECTION PURPOSES.

5. TYPES OF WORK TO BE INSPECTED BY THE SPECIAL INSPECTOR ARE AS FOLLOWS:

   a) DURING THE TAKING OF TEST SPECIMENS AND PLACING OF REINFORCED CONCRETE AND SHOTCRETE. EXCEPTION: FOUNDATION CONCRETE, OTHER THAN CAST-IN-PLACE DRILLED PILES OR CAISSONS, WHERE THE STRUCTURAL DESIGN IS BASED ON AN f'c NO GREATER THAN 2,500 PSI DOES NOT REQUIRE SPECIAL INSPECTION. FREQUENCY AND TYPE OF TEST SPECIMENS SHALL BE PER CBC SECTION 1903.1.

   b) PRIOR TO, AND DURING THE INSTALLATION OF CONCRETE AROUND BOLTS.

   c) DURING THE PLACING OF REINFORCING FOR ALL CONCRETE REQUIRED TO HAVE SPECIAL INSPECTION NOTED ABOVE.

   d) DURING THE WELDING OF ANY STRUCTURAL MEMBER OR CONNECTION, EXCEPT WELDING DONE IN AN APPROVED FABRICATOR'S SHOP PER CBC SECTION 1704.2. 5.2 AND 1705.2. EXCEPTION: SPECIAL INSPECTOR NEED NOT BE CONTINUOUSLY PRESENT DURING WELDING OF SINGLE PASS FILLET WELDS NOT LARGER THAN 5/16 INCH OR FLOOR AND ROOF DECK WELDING, PROVIDED THE MATERIALS AND QUALIFICATIONS OF WELDING PROCEDURES AND WELDERS ARE VERIFIED PRIOR TO THE START OF WORK, AND PERIODIC INSPECTIONS ARE MADE OF WORK IN PROGRESS.

   e) DURING THE WELDING OF SPECIAL MOMENT RESISTIVE FRAMES AND NON-DESTRUCTIVE TESTING OF WELDED SPECIAL MOMENT FRAME CONNECTIONS.

   f) DURING ALL EPOXY ANCHORING OPERATIONS FOR BOLTS, REBAR, THREADED ROD, ETC., INCLUDING VERIFICATION OF BOLT OR BAR MATERIALS, HOLE DEPTH AND DIAMETER, HOLE CLEANOUT, EPOXY MIXING AND PLACEMENT PROCEDURES, AND EMBEDMENT DEPTH IN ACCORDANCE THE CONTRACT DRAWINGS AND THE MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

   g) DURING INSTALLATION FOR ALL POST-INSTALLED ANCHORS INTO CONCRETE OR MASONRY INCLUDING SCREW ANCHORS, EXPANSION/WEDGE ANCHORS, SLEEVE ANCHORS, OR EPOXY ANCHORS OR REBAR INCLUDING VERIFICATION OF ANCHOR/EPOXY MANUFACTURER, ANCHOR TYPE, DIAMETER AND EMBEDMENT, ANCHOR ROD/REINFORCING GRADE, HOLE DEPTH AND DIAMETER AND ALL CLEANOUT AND INSTALLATION PROCEDURES IN ACCORDANCE WITH THE CONTACT DRAWINGS AND THE MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

   h) PERIODIC INSPECTIONS OF STRUCTURAL WOOD FOR SCREW ATTACHMENT, BOLTING, ANCHORING AND OTHER FASTENING OF COMPONENTS OF THE LATERAL-FORCE-RESISTING SYSTEM, INCLUDING STRUTS, DRAGS, BRACES, HOLDOWNS, SHEARWALLS AND DIAPHRAGMS.

6. CERTIFICATE OF APPROVAL REGARDING MATERIALS AND INSPECTION OF PREFABRICATED ITEMS SHALL BE PROVIDED IN ACCORDANCE WITH IBC SECTION 1703 THE QUALITY ASSURANCE PROGRAM.

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Issued/Revision	By	Appd	YYYY.MM.DD

Permit/Seal

REGISTERED PROFESSIONAL ENGINEER
JOSEPH H. RIVERA
6728
EXP. 09-30-25
STRUCTURAL
STATE OF CALIFORNIA

CITY OF MADERA
MADERA TRANSIT CENTER CANOPY
100% CONSTRUCTION DOCUMENTS
SEPTEMBER 22, 2023
1951 INDEPENDENCE DRIVE
MADERA, CA 93637

Project No.: 2014309700
File Name: N/A

DJR	WC	JR	2023.09.22
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
GENERAL STRUCTURAL NOTES

Scale:
Revision:
Drawing No. S-001

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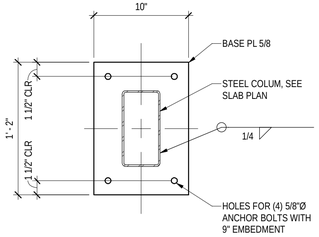
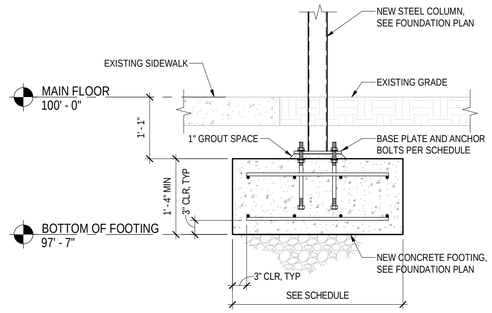


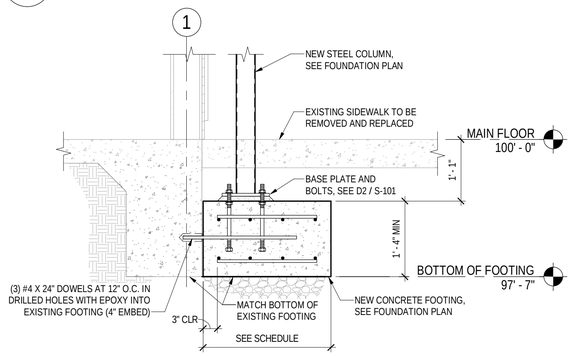
D1 S-101 CANOPY COLUMN BASE PLATE

1 1/2" = 1'-0"



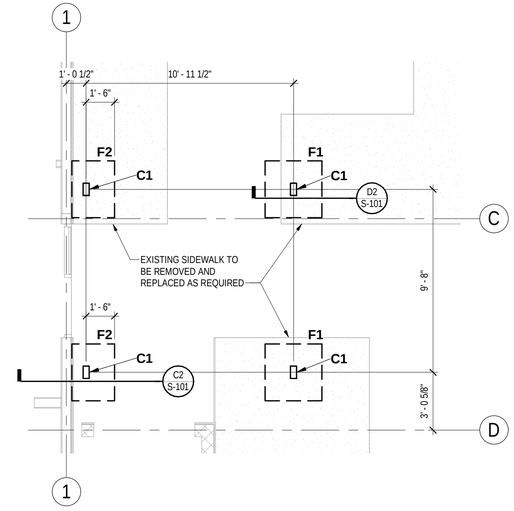
D2 S-101 NEW STEEL COLUMN AT NEW FOOTING

3/4" = 1'-0"



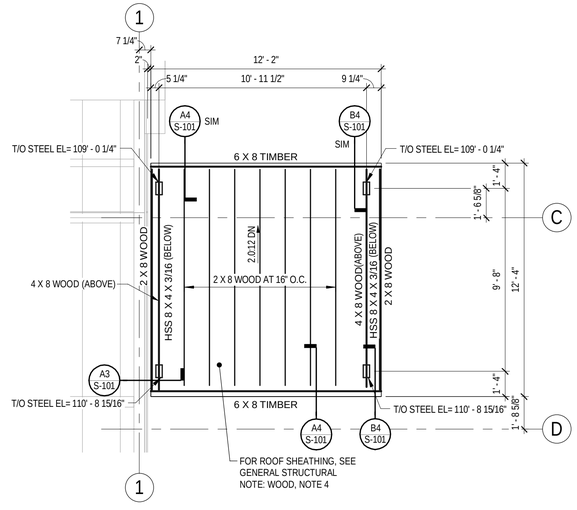
C2 S-101 NEW FOOTING ALONG EXISTING FOUNDATION

3/4" = 1'-0"



C3 S-101 FOUNDATION PLAN

1/4" = 1'-0"



C4 S-101 CANOPY ROOF FRAMING PLAN

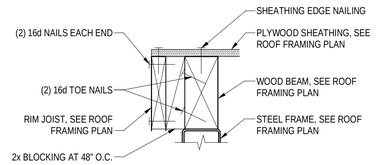
1/4" = 1'-0"

FOOTING (F) SCHEDULE

MARK	FOOTING SIZE	REINFORCING
F1	3'-0" X 3'-0" X 1'-4"	(4) #4 EACH WAY, TOP AND BOTTOM
F2	3'-0" X 2'-3" X 1'-4"	(4) #4 EACH WAY, TOP AND BOTTOM

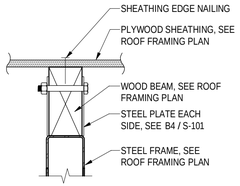
COLUMN (C) SCHEDULE

MARK	COLUMN SIZE	REMARKS
C1	HSS 8 X 4 X 3/16	



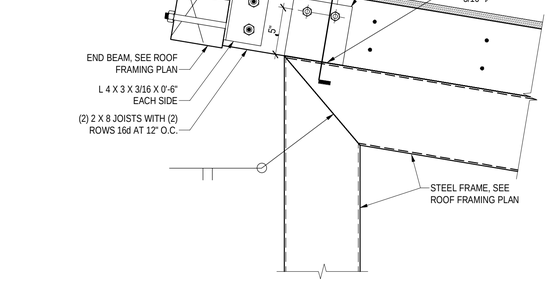
B2 S-101 ROOF EDGE RIM JOIST BLOCKING

1 1/2" = 1'-0"



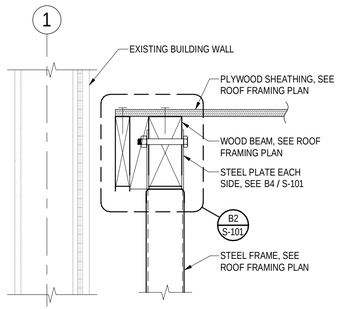
B3 S-101 DOUBLE JOISTS ON STEEL FRAME

1 1/2" = 1'-0"



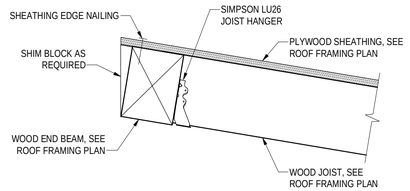
B4 S-101 WOOD FRAMING AT STEEL FRAME

1 1/2" = 1'-0"



A3 S-101 ROOF JOISTS ALONG EXISTING BUILDING

1 1/2" = 1'-0"



A4 S-101 WOOD JOIST AT END BEAM

1 1/2" = 1'-0"

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REGISTERED PROFESSIONAL ENGINEER JOSEPH H. RYDER 6708 EXP. 09-30-25 STRUCTURAL STATE OF CALIFORNIA

CITY OF MADERA

MADERA TRANSIT CENTER CANOPY
100% CONSTRUCTION DOCUMENTS
SEPTEMBER 22, 2023
1951 INDEPENDENCE DRIVE
MADERA, CA 93637

Project No.: 2014309700
File Name: N/A

DJR	WC	JR	2023.09.22
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
NEW CANOPY STRUCTURAL PLANS

Scale: As indicated
Revision:
Drawing No. S-101

ABBREVIATIONS

#	NUMBER, POUNDS
%	PERCENT
&	AND
'	FOOT, FEET
"	INCH
@	AT
Ø	DIAMETER
℄	CENTER LINE
A	
A/C	AIR CONDITIONING
ACC	ACCESSIBLE
ACT	ACOUSTICAL TILE
ADA, ADAAG	AMERICANS WITH DISABILITIES ACT GUIDELINES
ADD	ADDENDUM
ADJ	ADJUSTABLE, ADJACENT
ADMIN	ADMINISTRATION, ADMINISTRATIVE
AFF	ABOVE FINISH FLOOR
AHU	AIR HANDLING UNIT
ALT	ALTERNATE
ALUM	ALUMINUM
AMP	AMPERES
ANOD	ANODIZED
AP	ACCESS PANEL
APC	ACOUSTICAL PANEL CEILING
APPROX	APPROXIMATELY, APPROXIMATE
ARCH	ARCHITECT, ARCHITECTURAL
AUX	AUXILARY
AVG	AVERAGE
AWI	ARCHITECTURAL WOODWORK INSTITUTE
AWP	ACOUSTICAL WALL PANEL
B	
BD	BOARD
BIT	BITUMINOUS
BK	BRICK
BLDG	BUILDING
BLKG	BLOCKING
BLKHD	BULKHEAD
BO	BOTTOM OF
BOD	BOTTOM OF DECK
BOS	BOTTOM OF STEEL
BRZ	BRONZE
BTU	BRITISH THERMAL UNIT
BUR	BUILT-UP ROOF
C	
CAB	CABINET
CB	CHALKBOARD, CARPET BASE
CCD	COUNTER COILING DOOR
CF	CURTAIN FABRIC
CFMF	COLD-FORMED METAL FRAMING
CG	CORNER GUARD
CIP	CAST IN PLACE
CJ	CONTROL JOINT
CL	CENTER LINE
CLG	CEILING
CLO	CLOSET
CLR	CLEAR, COLOR, COOLER
CLRM	CLASSROOM
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUE, CONTINUOUS
COORD	COORDINATE
CORR	CORRIDOR
CPT	CARPET
CPT	CARPET
CS	CAST STONE, COUNTER SHUTTER
CT	CERAMIC TILE
CUST	CUSTODIAL
CW	CURTAIN WALL
D	
D	DEPTH, DEEP
DBL	DOUBLE
DEMO	DEMOLISH
DIA	DIAMETER
DIM	DIMENSION
DIST	DISTANCE
DIV	DIVISION, DIVIDE
DN	DOWN
DS	DOWNSPOUT
DTL	DETAIL
DWG	DRAWING(S)
E	
E	EAST
EA	EACH
EIFS	EXTERIOR INSULATION & FINISH SYSTEM
EJ	EXPANSION JOINT
EL	ELEVATION
ELECT	ELECTRICAL
ELEV	ELEVATOR
EMER	EMERGENCY
EP	EPOXY
EQ	EQUAL
EQUIP	EQUIPMENT
ETC	EC CETERA
EWC	ELECTRIC WATER COOLER
EXIST	EXISTING
EXP	EXPOSED CEILING
EXT	EXTERIOR

ABBREVIATIONS

F	
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF	FINISH FLOOR
FF EL	FINISH FLOOR ELEVATION
FF&E	FURNITURE, FIXTURE & EQUIPMENT
FHC	FIRE HOSE CABINET
FIG	FIGURE
FLDG PTN	FOLDING PARTITION
FLR	FLOOR
FO	FACE OF, FINISH OPENING
FOC	FACE OF CONCRETE
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FRP	FIBER REINFORCED PLASTIC
FRP	FIBERGLASS REINFORCED PLASTIC
FRT	FIRE-RETARDANT TREATED
FRTW	FIRE-RETARDANT TREATED WOOD
FT	FEET
FVC	FIRE VALVE CABINET
FWP	FABRIC WRAPPED PANELS
G	
GA	GAGE, GAUGE
GALV	GALVANIZED
GB	GRAB BAR
GEN	GENERAL
GL	GLASS
GLZ	GLAZING, GLAZED
GSU	GLAZED STRUCTURAL UNIT
GYP	GYPSUM
GYP BD	GYPSUM BOARD
H	
HB	HOSE BIBB
HC	HOLLOW CORE
HIWC	HIGH IMPACT WALL COVERING
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HPC	HIGH PERFORMANCE COATING
HR	HOUR, HOURS
HRDW	HARDWARE
HT	HEIGHT
HVAC	HEATING, VENTING & COOLING
HWD	HARD WOOD
I	
IBC	INTERNATIONAL BUILDING CODE
ID	INSIDE DIMENSION, INSIDE DIAMETER
IN	INCH, INCHES
INFO	INFORMATION
INSUL	INSULATION, INSULATING
INSUL GL	INSULATING GLASS
INT	INTERIOR
IPC	INTERNATIONAL PLUMBING CODE
IRWC	IMPACT-RESISTANT WALL COVERING
J	
JAN	JANITOR
JT	JOINT
L	
L	ANGLE, ANGLE SHAPE
LAM	LAMINATE
LAV	LAVATORY
LBS	POUNDS
LF	LINEAR FOOT
LH	LEFT HAND
LSD	LIQUID SOAP DISPENSER
LT	LIGHT
LVR	LOUVER
LVT	LUXURY VINYL TILE
M	
MAINT	MAINTENANCE
MAS	MASONRY
MATL	MATERIAL
MAX	MAXIMUM
MB	MARKERBOARD
MBH	MOP/BROOM HOLDER
MCJ	MASONRY CONTROL JOINT (CMU)
MDF	MEDIUM DENSITY FIBERBOARD
MECH	MECHANICAL
MEJ	MASONRY EXPANSION JOINT (BRICK MASONRY)
MEP	MECHANICAL/ELECTRICAL/PLUMBING
MEZZ	MEZZANINE
MFR	MANUFACTURER
MFR REC	REC MANUFACTURER'S RECOMMENDATIONS
MIN	MINIMUM
MIR	MIRROR
MISC	MISCELLANEOUS
MO	MASONRY OPENING, MOTOR OPERATED
MOD	MODIFY
MOD BIT	MODIFIED BITUMEN
MS	MASONITE
MSB	MOP SERVICE BASIN
MTD	MOUNTED, MOUNTING
MTL	METAL
MU	MASONRY UNIT
MWK	MILLWORK

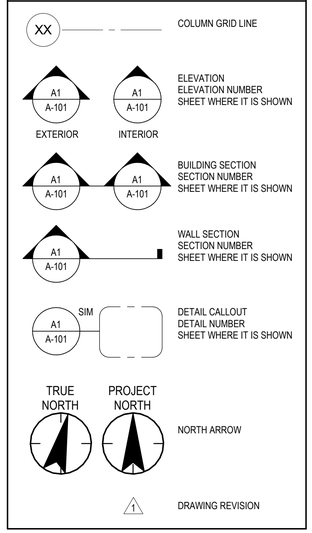
ABBREVIATIONS

N	
N	NORTH
NA	NON APPLICABLE
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NO	NUMBER(S)
NOM	NOMINAL
NRCA	NATIONAL ROOFING CONTRACTORS ASSOCIATION
NTS	NOT TO SCALE
O	
OC	ON CENTER
OCC	OCCUPANCY
OCG	OVERHEAD COILING GRILL
OCS	OVERHEAD COILING FIRE SHUTTER
OD	OUTSIDE DIAMETER/DIMENSION
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
OFD	OVERFLOW DRAIN
OFF	OFFICE
OH	OVERHEAD
OPH	OPPOSITE HAND
OPNG	OPENING
OPP	OPPOSITE
ORD	OVERFLOW ROOF DRAIN
OSB	ORIENTED STRAND BOARD
P	
P	PAINT
PAR	PARALLEL, PARAPET
PC	POLISHED CONCRETE
PCP	PORTLAND CEMENT PLASTER
PERP	PERPENDICULAR
PL / PLAM	PLASTIC LAMINATE
PLUMB	PLUMBING
PLYWD	PLYWOOD
PNL	PANEL
PR	PAIR
PREFAB	PREFABRICATED
PREFIN	PREFINISHED
PT	PAINT, PAINTED
PTD	PAPER TOWEL DISPENSER
PVC	POLYVINYL CHLORIDE
R	
RAF	RESILIENT ATHLETIC FLOORING
RB	RESILIENT BASE, RUBBER BASE
RBF	RUBBER FLOORING / RUBBER STAIRS
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
RE:	REFER
REBAR	REINFORCING BAR
REF	REFER, REFERENCE, REFRIGERATOR
REINF	REINFORCED, REINFORCEMENT
REQD	REQUIRED
REV	REVISION(S)
RF	RESILIENT FLOORING
RH	RIGHT HAND, ROOF HATCH
RM	ROOM
RO	ROUGH OPENING
RP	RESIN PANELS
RS	ROLLER SHADES
RSF	RESINOUS FLOORING
RTU	ROOF TOP UNIT
S	
S	SOUTH
SC	SOLID CORE, STAGE CURTAIN, SEALED CONCRETE
SCHED	SCHEDULE
SCJ	SAWN CONTROL JOINT
SCWD	SOLID CORE WOOD DOOR
SD	SMOKE DETECTOR
SDT	STATIC DISSIPATIVE TILE
SECT	SECTION
SF	SQUARE FEET, STOREFRONT
SFC	STRECTCHED FABRIC CEILING
SGD	SLIDING GLASS DOOR
SGL	SINGLE
SHT	SHEET
SIM	SIMILAR
SMACNA	SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOC
SND	SANITARY NAPKIN DISPENSER
SNDU	SANITARY NAPKIN DISPOSAL UNIT
SOD	SECTIONAL OVERHEAD DOOR
SOSG	SELF OPENING SECURITY GRILL
SQ	SQUARE
SS	STAINLESS STEEL
SSM	SOLID SURFACE MATERIAL
ST	STONE
STC	SOUND TRANSMISSION CLASS
STL	STEEL
STOR	STORAGE
STRUCT	STRUCTURE, STRUCTURAL
SUSP	SUSPENDED
SYM	SYMETRICAL

ABBREVIATIONS

T	
T	CERAMIC / PORCELAIN TILE
T/O	TOP OF
TB	TACKBOARD, CERAMIC / PORCELAIN TILE BASE
TEL	TELEPHONE
TEMP	TEMPERATURE
THRU	THROUGH
TLT	TOILET
TP	TOILET PARTITION
TPD	TOILET PAPER DISPENSER
TW	TACKWALL
TYP	TYPICAL
TZ	TERRAZO
U	
UNEXC	UNEXCAVATED
UNO	UNLESS NOTED OTHERWISE
UON	UNLESS OTHERWISE NOTED
UPC	UNIFORM PLUMBING CODE
UR	URINAL
UR SCRN	URINAL SCREEN
UTIL	UTILITY
V	
V	VOLTS
VB	VINYL BASE
VCT	VINYL COMPOSITION TILE
VEND	VENDING
VERT	VERTICAL
VEST	VESTIBULE
VIF	VERIFY IN FIELD
VOL	VOLUME
VWC	VINYL WALL COVERING
W	
W	WIDTH, WEST
W/	WITH
W/O	WITHOUT
WB	WINDOW BLINDS
WC	WATER CLOSET, WALL COVERING
WD	WOOD / WOOD VENEER
WDF	WOOD FLOORING
WDW	WINDOW
WF	WINDOW FILM
WH	WATER HEATER
WL	WIND LOAD
WP	WORKING POINT, WALL PAD
WS	WOOD STAIN
WT	WEIGHT
WWF	WELDED-WIRE FABRIC

GRAPHIC LEGEND



GENERAL NOTES

1 THE FOLLOWING GENERAL NOTES APPLY TO THE ENTIRE SET OF DRAWINGS AND ARE NOT SPECIFIC TO ANY ONE DISCIPLINE.

2 IT IS THE CONTRACTORS RESPONSIBILITY TO REVIEW AND COORDINATE THE WORK OF ALL SUB-CONTRACTORS, TRADES AND SUPPLIERS WITH REQUIREMENTS OF THE CONTRACT BEFORE COMMENCING CONSTRUCTION, AND ASSURE THAT ALL PARTIES ARE AWARE OF ALL REQUIREMENTS, REGARDLESS OF WHERE THE REQUIREMENTS OCCUR IN THE CONTRACT DOCUMENTS, WHICH MIGHT AFFECT THE WORK OF THAT PARTY.

3 THE WORK DESCRIBED BY THE DRAWINGS OF ANY ONE DISCIPLINE MAY BE AFFECTED BY THE WORK DESCRIBED ON DRAWINGS OF ANOTHER DISCIPLINE AND MAY REQUIRE CROSS REFERENCE. PARTIAL SETS OF DRAWINGS ARE INCOMPLETE AND SHOULD NOT BE DISTRIBUTED OR UTILIZED BY THE CONTRACTOR.

4 THE DRAWINGS AND SPECIFICATIONS ESTABLISH MINIMUM REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

5 ARCHITECT IS NOT RESPONSIBLE FOR ACCURACY OF EXISTING CONDITIONS SHOWN IN THESE DOCUMENTS. GC SHALL CONTACT ARCHITECT IMMEDIATELY IF ANY DISCREPANCIES OCCUR IN THE FIELD.

6 THE CONTRACTOR SHALL IDENTIFY AND NOTIFY IN WRITING TO THE ARCHITECT CONFLICTS BETWEEN THE WORK OF DIFFERENT PARTIES, AND DISCREPANCIES BETWEEN THE DOCUMENTS AND THE ACTUAL CONDITIONS AT THE EARLIEST POSSIBLE DATE SO AS TO ALLOW REASONABLE AND ADEQUATE TIME FOR THE CONFLICT TO BE RESOLVED WITHOUT DELAYING THE WORK. ALL DEVIATIONS FROM THAT WHICH IS REQUIRED BY THE CONTRACT DOCUMENTS MUST BE APPROVED IN ADVANCE BY THE ARCHITECT AND OWNER PRIOR TO PROCEEDING.

7 THE GENERAL NOTES, SYMBOLS AND DEFINITIONS APPLICABLE TO EACH DISCIPLINE CAN BE FOUND AT THE FRONT OF EACH DISCIPLINE'S SET OF DRAWINGS AND IS LISTED AS PART OF THE OVERALL PROJECT INDEX OF DRAWINGS.

8 NOT USED.

9 THE ARCHITECTURAL DRAWINGS ESTABLISH, COORDINATE, AS WELL AS TAKE PRECEDENCE FOR THE FINISHED APPEARANCE AND EXACT LOCATION OF ALL EXPOSED ELEMENTS OF THE WORK OF ALL TRADES, INCLUDING THAT WORK WHICH IS ILLUSTRATED PRIMARILY ON DRAWINGS OF OTHER DISCIPLINES.

10 THE DRAWINGS MAY MAKE REFERENCE TO AND/OR ILLUSTRATE ITEMS WHICH ARE NOT PART OF THE WORK OF THE CONTRACT. THESE 'NOT IN CONTRACT' ITEMS AS INDICATED ARE REFERENCED AND/OR ILLUSTRATED FOR THE CONTRACTORS REFERENCE, INFORMATION AND COORDINATION ONLY.

11 THE CONTRACTOR IS RESPONSIBLE TO COMPLY WITH ALL APPLICABLE LAWS, CODES, REGULATIONS AND ORDINANCES OF THE PLACE (CITY, COUNTY, DISTRICT, AND STATE) WHERE THE PROJECT IS LOCATED.

12 THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND SIMILAR RELEASES REQUIRED FOR THE CONSTRUCTION AND OCCUPANCY OF THE PROJECT. THE CONTRACTOR SHALL FURNISH COPIES OF ALL SUCH ITEMS TO THE OWNER AND ARCHITECT WITHIN 10 DAYS OF RECEIPT OF SUCH ITEMS. IF PERMITS ARE ISSUED SUBJECT TO CERTAIN CONDITIONS OR REVISIONS TO THE WORK OR IF PERMITS ARE DELAYED FOR ANY REASON, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ARCHITECT.

13 THE CONTRACTOR SHALL COORDINATE AND OBTAIN ALL REQUIRED INSPECTIONS OF WORK, INCLUDING THAT PERFORMED BY OWNER. CONTRACTOR SHALL REGULARLY UPDATE OWNER AND ARCHITECT REGARDING THE STATUS OF INSPECTIONS.

14 THE CONTRACTOR SHALL TAKE PRECAUTIONS TO MAINTAIN AND PROTECT NEW WORK AS WELL AS EXISTING SYSTEMS AND ELEMENTS WHICH ARE TO REMAIN. ANY DAMAGE TO SUCH SYSTEMS AND ELEMENTS SHALL BE IMMEDIATELY REPAIRED IN A MANNER ACCEPTABLE TO THE ARCHITECT. IF SATISFACTORY REPAIRS CANNOT BE MADE, THE CONTRACTOR SHALL REPLACE SYSTEMS AND ELEMENTS WITH NEW PRODUCTS ACCEPTABLE TO THE ARCHITECT. ALL REPAIRS AND REPLACEMENT COSTS SHALL BE THE FINANCIAL RESPONSIBILITY OF THE CONTRACTOR.

15 THE CONTRACTOR SHALL COORDINATE ALL WORK WITH APPLICABLE UTILITY PROVIDERS.

16 THE CONTRACTOR SHALL COORDINATE ALL MECHANICAL CHASE SIZES WITH MECHANICAL SUB-CONTRACTOR AND NOTIFY ARCHITECT WITH DISCREPANCIES IN THE FIELD.

17 THE DRAWINGS SHALL NOT BE REPRODUCED FOR SUBMITTALS. DRAWINGS OR PORTIONS THEREOF USED FOR SUBMITTALS WILL BE REJECTED AND RETURNED TO THE CONTRACTOR WITHOUT THE APPROVAL OF THE ARCHITECT.

18 THE CONTRACTOR SHALL PROVIDE AND COORDINATE ALL BLOCK-OUTS, SLEEVES, INSERTS, BOLTS, PLATES, ETC. FOR ALL TRADES PRIOR TO PLACING CONCRETE OR MASONRY.

19 THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS, METHODS AND SEQUENCES OF CONSTRUCTION.

20 THE CONTRACTOR SHALL PROMPTLY REMOVE AND PROPERLY DISPOSE OF ALL CONSTRUCTION AND DEMOLITION DEBRIS. THE CONTRACTOR SHALL OBTAIN APPROVAL OF OWNER FOR DETAILS RELATED TO ALL SITE ACCESS AND REMOVAL PLANS.

21 THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH OWNER'S PROCEDURES FOR MAINTAINING A SECURE SITE AND BUILDING.

22 EACH INSTALLER SHALL EXAMINE THE SUBSTRATE CONDITION AND/OR SITE CONDITIONS WHICH AFFECT THE QUALITY OF EACH PRODUCT TO BE INSTALLED. IF ANY CONDITIONS EXIST WHICH WILL HAVE A DETRIMENTAL EFFECT ON THE QUALITY OF THE INSTALLATION, THE INSTALLER SHALL IMMEDIATELY ADVISE THE CONTRACTOR. INSTALLATION SHALL NOT PROCEED UNTIL THE UNSATISFACTORY CONDITIONS ARE CORRECTED. INSTALLATION OF PRODUCTS SHALL SIGNIFY ACCEPTANCE BY THE INSTALLER OF THE SUBSTRATE CONDITIONS.

23 THE CONTRACTOR SHALL MAINTAIN A CURRENT/UPDATED RECORD OF DRAWINGS ON SITE AT ALL TIMES.

24 FOR THE PURPOSE OF PRICING/ESTIMATES, WHEN THERE IS A CONFLICT/DISCREPANCY IN THE DRAWINGS AND/OR SPECIFICATIONS, THE CONTRACTOR SHALL PRICE THE HIGHER COST ITEM.

25 CONTRACTOR AND SUBCONTRACTOR SHALL NOT SCALE CONSTRUCTION DOCUMENTS.

26 ALL FINISH MATERIALS SHALL CONFORM TO I.B.C. FOR FLAME SPREAD AND SMOKE DEVELOPMENT, REFER TO SPECIFIC MATERIAL SPECIFICATION SECTION FOR ADDITIONAL REQUIREMENTS.

27 TOUCH UP FIREPROOFING AT SUPPORT BEAMS/TRUSSES AS REQUIRED TO MEET FIRE PROOFING REQUIREMENTS.

28 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A DUST BARRIER AT BASE BUILDING FACILITIES THROUGHOUT CONSTRUCTION.

29 THE CONTRACTOR SHALL PROTECT ALL EXISTING BASE BUILDING ELEMENTS.

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Issued/Revision	By	Appd	YYYY.MM.DD

Permit/Seal

CITY OF MADERA
MADERA TRANSIT CENTER CANOPY
100% CONSTRUCTION DOCUMENTS
SEPTEMBER 22, 2023
1951 INDEPENDENCE DRIVE
MADERA, CA 93637

Project No.:2014309700
File Name: N/A

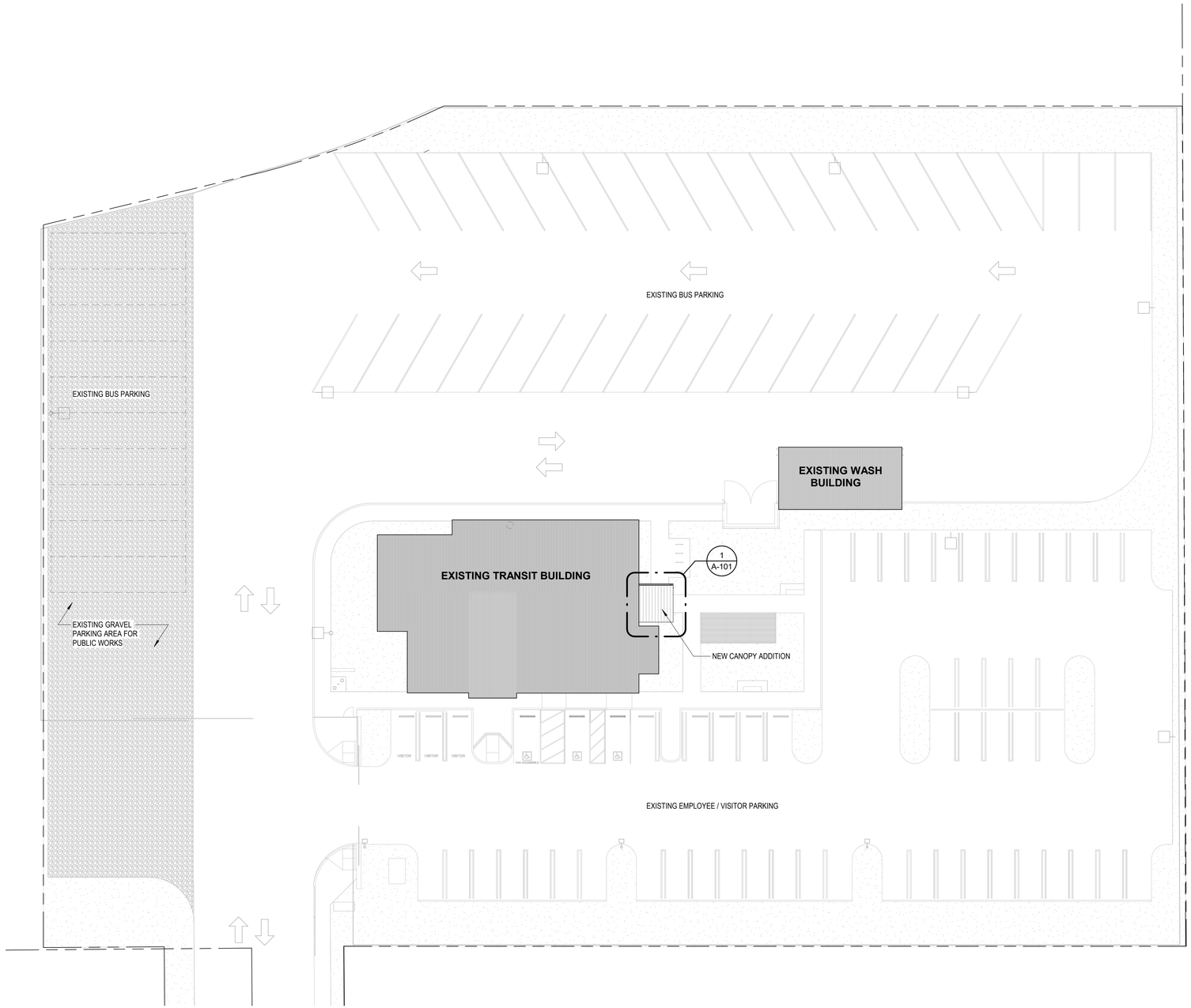
JH	JH	WT	2023.09.22
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
GENERAL NOTES, ABBREVIATIONS AND LEGEND

Scale: 1/8" = 1'-0"
Revision:
Drawing No. **A-001**

9/19/2023 3:45:52 PM

ORIGINAL SHEET - ANSI D



1 A-100 **SITE PLAN**
1" = 20'-0"

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LICENSED ARCHITECT — JAMES HARRIS — No. C28817 REN 5/31/2025 — STATE OF CALIFORNIA

CITY OF MADERA
MADERA TRANSIT CENTER CANOPY
100% CONSTRUCTION DOCUMENTS
SEPTEMBER 22, 2023
1951 INDEPENDENCE DRIVE
MADERA, CA 93637

Project No.:2014309700
File Name: N/A

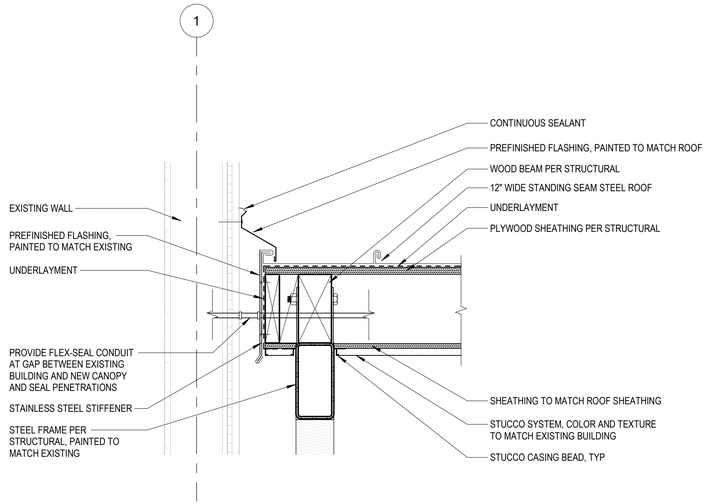
JH	JH	WT	2023.09.22
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
SITE PLAN

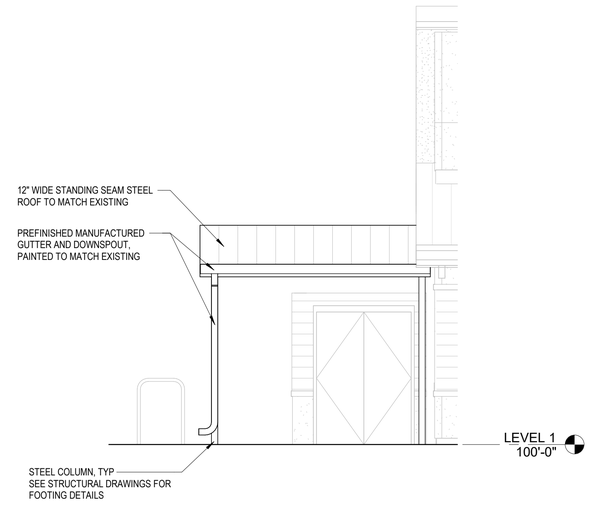
Scale: 1" = 20'-0"
Revision:
Drawing No. **A-100**

9/19/2023 3:46:01 PM

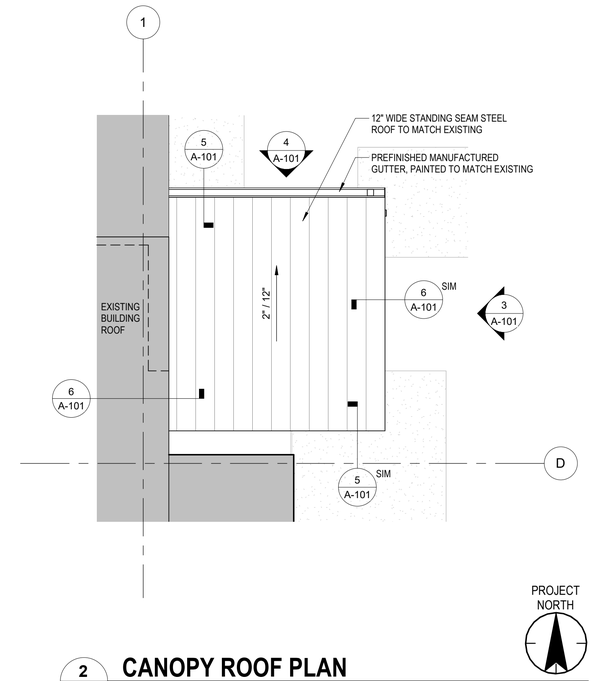
ORIGINAL SHEET - ANSI D



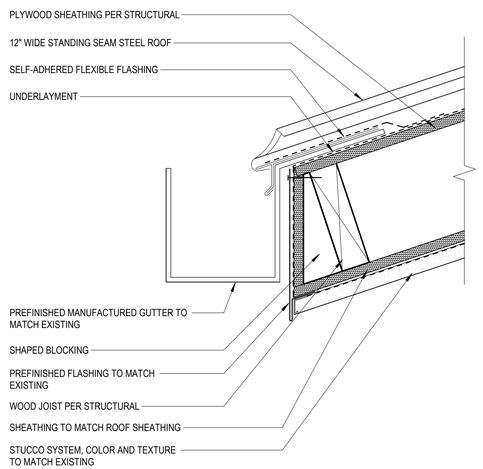
6 CANOPY EDGE @ EXISTING BUILDING
6 / A-101 — 1 1/2" = 1'-0"



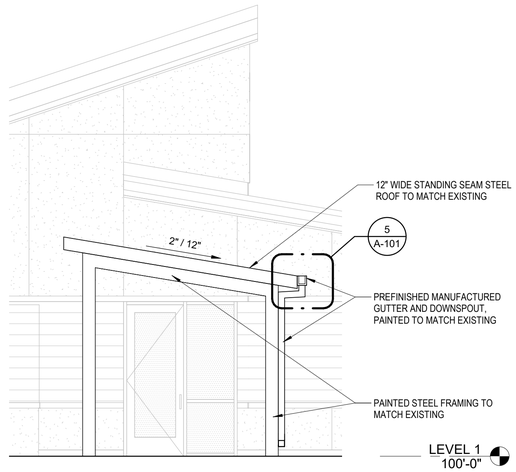
4 CANOPY NORTH ELEVATION
4 / A-101 — 1/4" = 1'-0"



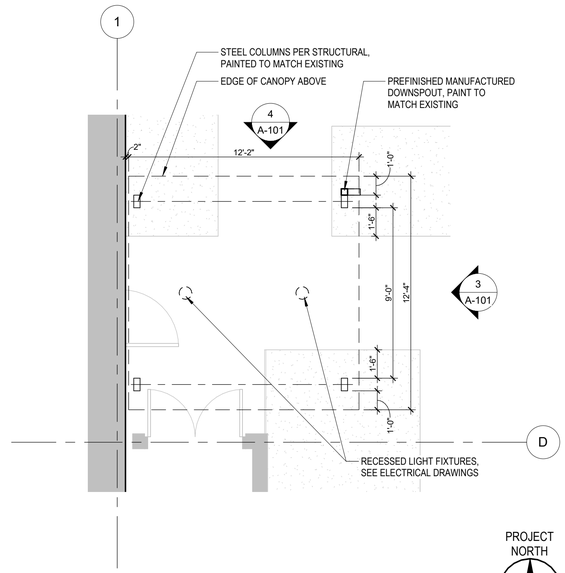
2 CANOPY ROOF PLAN
2 / A-101 — 1/4" = 1'-0"



5 CANOPY EDGE DETAIL
5 / A-101 — 3" = 1'-0"



3 CANOPY EAST ELEVATION
3 / A-101 — 1/4" = 1'-0"



1 CANOPY ENLARGED PLAN
1 / A-101 — 1/4" = 1'-0"

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Permit/Seal

LICENSED ARCHITECT — No. C28017 — REN 5/31/2025 — STATE OF CALIFORNIA

CITY OF MADERA
MADERA TRANSIT CENTER CANOPY
100% CONSTRUCTION DOCUMENTS
SEPTEMBER 22, 2023
1951 INDEPENDENCE DRIVE
MADERA, CA 93637

Project No.:2014309700
File Name: N/A

JH	JH	WT	2023.09.22
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
CANOPY ENLARGED PLANS AND DETAILS

Scale: As indicated
Revision:
Drawing No. **A-101**

9/20/2023 10:16:55 AM

ORIGINAL SHEET - ANSI D

LIGHTING CONTROLS

- SINGLE POLE SWITCH
- INDICATES WIRELESS CONTROL
- INDICATES BATTERY POWER
- $a — LOWER-CASE LETTER(S) NEAR SWITCH DENOTE SWITCH LEG(S)
- $2 — DOUBLE POLE SWITCH
- $3 — THREE-WAY SWITCH
- $4 — FOUR-WAY SWITCH
- $D — DIMMER SWITCH
- $K — KEY OPERATED SWITCH
- $LV — MOMENTARY CONTACT LOW VOLTAGE SWITCH
- $O — OCCUPANCY SENSOR SWITCH
- $P — SWITCH WITH PILOT LIGHT
- $PC — PHOTOCELL SWITCH
- $T — TIMER SWITCH
- COMBINATIONS OF THE ABOVE DESIGNATIONS MAY BE USED
- CS# — LOW VOLTAGE CONTROL STATION, # INDICATES STATION IDENTIFICATION
- DSC — DIMMING SYSTEM CONTROL PANEL
- ELCU — EMERGENCY LIGHTING CONTROL UNIT
- LCP — LIGHTING CONTROL PANEL
- OP — COMBINATION OCCUPANCY/PHOTO SENSOR SWITCH, CEILING MOUNTED
- OS — OCCUPANCY SENSOR SWITCH, CEILING MOUNTED
- PC — PARTITION SENSOR CONTROL
- PS — PHOTO SENSOR CONTROL
- PS — PHOTO SENSOR CONTROL, CEILING MOUNTED
- R — RELAY
- T — LOW VOLTAGE TRANSFORMER

SITE/LANDSCAPE/GARAGE LUMINAIRES

CIRCUITS EMERGENCY	CIRCUITS NORMAL	
		LIGHTING STANDARD: LUMINAIRE, POLE, AND BASE
		POST TOP LUMINAIRE
		ILLUMINATED BOLLARD
		IN-GROUND LUMINAIRE
		ADJUSTABLE IN-GROUND LUMINAIRE
		PENDANT MOUNTED GARAGE LUMINAIRE
		PENDANT MOUNTED SHIELDED GARAGE LUMINAIRE, LINES INDICATE NUMBER AND POSITION OF SHIELD(S)
		SURFACE MOUNTED GARAGE LUMINAIRE
		SURFACE MOUNTED SHIELDED GARAGE LUMINAIRE, LINES INDICATE NUMBER AND POSITION OF SHIELD(S)
		WALL PACK

LUMINAIRES

CIRCUITS EMERGENCY	CIRCUITS NORMAL	
N/A	L01	LUMINAIRE IDENTIFICATION, SEE LUMINAIRES SCHEDULE
N/A	a	LOWER-CASE LETTER(S) NEAR LUMINAIRE DENOTE SWITCH LEG(S)
		RECESSED RECTANGULAR LUMINAIRE, DRAWN TO SCALE
		SURFACE MOUNTED RECTANGULAR LUMINAIRE, DRAWN TO SCALE
		RECESSED VOLUMETRIC LUMINAIRE, DRAWN TO SCALE
		STRIP LUMINAIRE, LENGTH TO SCALE
		WALL MOUNTED RECTANGULAR LUMINAIRE, LENGTH TO SCALE (NUMBER OF MOUNTING POINTS WILL VARY WITH THE LUMINAIRE LENGTH AND ARE NOT INDICATED.)
		RECESSED DOWNLIGHT LUMINAIRE
		SURFACE MOUNTED CEILING LUMINAIRE
		PENDANT MOUNTED LUMINAIRE
		LINEAR PENDANT MOUNTED LUMINAIRE, LENGTH TO SCALE (NUMBER OF MOUNTING POINTS WILL VARY WITH THE LUMINAIRE LENGTH AND ARE NOT INDICATED.)
		WALL MOUNTED LUMINAIRE
		WALL MOUNTED VERTICALLY ORIENTED LUMINAIRE
		WALL MOUNTED RECESSED LINEAR LUMINAIRE, LENGTH TO SCALE
N/A		EXIT SIGN, FILLED SIDES INDICATE ILLUMINATED ANNOTATION, ARROWS INDICATE DIRECTIONAL GRAPHICS
N/A		WALL MOUNTED EXIT SIGN, FILLED SIDES INDICATE ILLUMINATED ANNOTATION, ARROWS INDICATE DIRECTIONAL GRAPHICS
N/A		EXIT SIGN WITH EMERGENCY BATTERY PACK
N/A		WALL MOUNTED EXIT SIGN WITH EMERGENCY BATTERY PACK
N/A		EMERGENCY BATTERY PACK, NUMBER OF LAMPS NOT INDICATED
N/A		WALL MOUNTED EMERGENCY BATTERY PACK, NUMBER OF LAMPS NOT INDICATED
N/A		EMERGENCY WITH REMOTE BATTERY PACK, NUMBER OF LAMPS NOT INDICATED
N/A		WALL MOUNTED EMERGENCY WITH REMOTE BATTERY PACK, NUMBER OF LAMPS NOT INDICATED
		RECESSED LINEAR WALL WASH LUMINAIRE, LENGTH TO SCALE
		LINEAR PENDANT MOUNTED WALL WASH LUMINAIRE, LENGTH TO SCALE
		RECESSED WALL WASH LUMINAIRE
		SURFACE MOUNTED WALL WASH LUMINAIRE
		PENDANT MOUNTED WALL WASH LUMINAIRE
		RECESSED ACCENT LUMINAIRE
		SURFACE MOUNTED ACCENT LUMINAIRE
		PENDANT MOUNTED ACCENT LUMINAIRE
		MONOPOINT LUMINAIRE
N/A		TRACK LIGHTING
N/A		CONTINUOUS SOURCE LUMINAIRE, PATH AS INDICATED
		MULTI-LAMP ACCENT LUMINAIRE, NUMBER OF LAMPS NOT INDICATED
		WALL MOUNTED MULTI-LAMP ACCENT LUMINAIRE, NUMBER OF LAMPS NOT INDICATED
		OVERCOUNTER TASK LUMINAIRE
		UNDERCABINET TASK LUMINAIRE
		FIBER OPTIC REMOTE SOURCE
		STEP LUMINAIRE
		ILLUMINATED SIGN
		WALL MOUNTED ILLUMINATED SIGN
		NIGHT LIGHT
		WALL MOUNTED STROBE LIGHT

Sheet List	
Sheet Number	Sheet Name
E-000	ELECTRICAL LEGEND AND ABBREVIATION
E-001	ELECTRICAL SPECIFICATIONS
E-100	ELECTRICAL PLANS
E-701	ELECTRICAL SINGLE LINE AND SCHEDULES
E-702	T24 COMPLIANCE FORMS

RECEPTACLES

CIRCUITS EMERGENCY	CIRCUITS NORMAL	
		SINGLE RECEPTACLE, 120V
		SINGLE RECEPTACLE, 120V, CEILING MOUNTED
		DUPLEX RECEPTACLE, 120V
		DUPLEX RECEPTACLE, 120V, CEILING MOUNTED
		DOUBLE DUPLEX RECEPTACLE, 120V
		DOUBLE DUPLEX RECEPTACLE, 120V, CEILING MOUNTED
		SPLIT WIRED RECEPTACLE, 120V, TOP CONTROLLED, BOTTOM CONSTANTLY ENERGIZED
#	#	RECEPTACLE, NEMA #
#	#	RECEPTACLE, NEMA #, CEILING MOUNTED
#	#	COMBINATION RECEPTACLE, NEMA # AND 120V
		FURNITURE SYSTEMS RECEPTACLE, 120V
N/A		INDICATES FULLY CONTROLLED
N/A		INDICATES 15A
N/A		INDICATES TWIST LOCK
N/A		INDICATES MOUNTED ABOVE COUNTER BACKSPLASH
N/A		MULTI-SERVICE ASSEMBLY (RECEPTACLES AS INDICATED)
N/A		MULTI-SERVICE CEILING BOX (RECEPTACLES AS INDICATED)
N/A		MULTI-SERVICE FLOOR BOX (RECEPTACLES AS INDICATED)
N/A		MULTI-SERVICE FURNITURE BOX (RECEPTACLES AS INDICATED)
N/A		MULTI-SERVICE POKE THRU (RECEPTACLES AS INDICATED)
N/A		MULTI-SERVICE POWER POLE (RECEPTACLES AS INDICATED)
N/A		MULTI-SERVICE WALL BOX (RECEPTACLES AS INDICATED)
N/A		PLUG STRIP (HORIZONTAL/VERTICAL)
N/A		CLOCK RECEPTACLE, 120V
		CORD DROP, 120V
		CEILING CORD DROP, 120V

RECEPTACLE TYPES

- A — ARC FAULT CIRCUIT INTERRUPTER
- AT — ARC FAULT CIRCUIT INTERRUPTER AND TAMPER RESISTANT
- D — DEDICATED CIRCUIT
- G — GROUND FAULT CIRCUIT INTERRUPTER
- GT — GROUND FAULT CIRCUIT INTERRUPTER AND TAMPER RESISTANT
- IG — ISOLATED GROUND
- S — SURGE PROTECTOR
- T — TAMPER RESISTANT
- U — INTEGRAL USB PORT(S)
- WP — WEATHER RESISTANT COVER

CONTROLS

- NON-FUSED SAFETY SWITCH
- FUSED SAFETY SWITCH, FUSE RATING INDICATED
- COMBINATION MOTOR STARTER AND FUSED SAFETY SWITCH, FUSE RATING INDICATED
- MOTOR STARTER
- MANUAL MOTOR STARTER
- AUTOMATIC DOOR PUSHPLATE
- DEAD FRONT GFCI
- EMERGENCY SHUTDOWN
- ENCLOSED CIRCUIT BREAKER
- ENCLOSED CONTACTOR
- PUSH BUTTON CONTROL STATION
- $M — TOGGLE SWITCH, MOTOR RATED
- TOUCHLESS AUTOMATIC DOOR OPENER
- DDC — DIRECT DIGITAL CONTROL PANEL
- R — RELAY
- THERMOSTAT
- TC — TIME CLOCK
- VFD — VARIABLE FREQUENCY DRIVE

WORK DEFINITION

- NEW WORK
- EXISTING
- REMOVE EXISTING
- REMOVE EXISTING ELECTRICAL EQUIPMENT
- FUTURE
- TEMPORARY, AS NOTED
- ?.## — KEY NOTE
- ??? — EQUIPMENT IDENTIFICATION

RACEWAYS

- RACEWAY CONCEALED IN CEILING OR WALL. EXPOSED RACEWAY IS ALLOWED ONLY WHERE NOTED.
- RACEWAY BELOW SLAB OR UNDERGROUND
- RACEWAY UP
- RACEWAY DOWN
- RACEWAY CONTINUATION
- RACEWAY STUB-OUT WITH BUSHING
- SURFACE RACEWAY (HORIZONTAL/VERTICAL)
- JUNCTION BOX, CEILING OR ABOVE CEILING MOUNTED
- J — JUNCTION BOX, WALL MOUNTED
- J — JUNCTION BOX, IN-GROUND
- PB — PULL BOX

ELECTRICAL EQUIPMENT

- 208V OR 240V POWER PANELBOARD
- 480V OR 600V POWER PANELBOARD
- EQUIPMENT CABINET OR PANEL
- EQUIPMENT CONNECTION, FILL INDICATES EMERGENCY CIRCUIT
- GROUND BAR
- MOTOR CONNECTION, 1Ø
- MOTOR CONNECTION, 3Ø
- BUS DUCT
- ATS — AUTOMATIC TRANSFER SWITCH
- BUS DUCT PLUG
- SPD — SURGE PROTECTIVE DEVICE
- T — TRANSFORMER, NOT TO SCALE
- TRANSFORMER, DRAWN TO SCALE

SITE UTILITIES

- HH — HANDHOLE
- M — SITE METER
- MH — MANHOLE
- PMH — PRIMARY MANHOLE
- SMH — SECONDARY MANHOLE
- TMH — TELECOMMUNICATIONS MANHOLE

SITE UTILITY POLES

- CATV ONLY
- COMBINED SERVICES
- POWER ONLY
- TELECOM ONLY
- STEPDOWN TRANSFORMER, POLE MOUNTED

LIGHTNING PROTECTION

- CONDUCTOR
- GROUND ROD
- AIR TERMINAL
- DOWN CONDUCTOR

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Permit/Seal

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No.21019
exp.08/31/2025
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STATE OF CALIFORNIA

CITY OF MADERA
MADERA TRANSIT CENTER CANOPY
100% CONSTRUCTION DOCUMENTS
SEPTEMBER 22, 2023
1951 INDEPENDENCE DRIVE
MADERA, CA 93637

Project No.:2014309700
File Name: N/A

ME	DC	EM	2023.09.22
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
ELECTRICAL LEGEND AND ABBREVIATION

Scale: 12" = 1'-0"
Revision:
Drawing No. **E-000**

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26 05 00 - GENERAL PROVISIONS

PROVIDE COMPLETE AND FULLY OPERATIONAL ALL ELECTRICAL SYSTEMS SPECIFIED AND/OR SHOWN ON THE PLANS, ALONG WITH POWER CONNECTIONS TO EQUIPMENT FURNISHED UNDER OTHER DIVISIONS OF THE SPECIFICATIONS.

1. APPLICABLE CODES:
   1.1 2022 CALIFORNIA ELECTRICAL CODE
   1.2 2023 NATIONAL ELECTRICAL CODE
   1.3 2021 INTERNATIONAL ENERGY CONSERVATION CODE
2. PERMITS AND FEES: OBTAIN AND PAY FOR ALL REQUIRED LICENSES, PERMITS AND INSPECTIONS.
3. MATERIALS: SHALL BE NEW AND EACH TYPE OF MATERIAL FURNISHED SHALL BE OF THE SAME MAKE AND SHALL BE THE STANDARD PRODUCTS OF MANUFACTURERS, REGULARLY ENGAGED IN THE PRODUCTION OF SUCH MATERIALS AND SHALL BE THE MANUFACTURER'S LATEST STANDARD DESIGN.
4. ALL MATERIALS AND EQUIPMENT INSTALLED, SHALL HAVE BEEN TESTED AND USED BY UNDERWRITERS LABORATORIES OR OTHER NATIONALLY RECOGNIZED TESTING LABORATORY.
5. WARRANTY: ONE FULL YEAR AFTER COMPLETION.
6. CONTRACT DRAWINGS: RACEWAYS AND OUTLET BOXES ARE SHOWN DIAGRAMMATICALLY ONLY AND THE LAYOUT DOES NOT NECESSARILY SHOW THE TOTAL NUMBER OF RACEWAYS FOR THEIR EXACT LOCATION. THE CONTRACTOR SHALL PROVIDE ALL RACEWAYS, BOXES, CABLES, AND OTHER MATERIALS REQUIRED FOR THE COMPLETE ELECTRICAL SYSTEMS SHOWN OR INDICATED ON THE CONTRACT DRAWINGS.
7. RECORD DRAWINGS: ONE(1) FULL PRINT SET AT THE JOB SITE, KEPT CONTINUALLY UPDATED. SUBMIT TO OWNER REPRESENTATIVE AT COMPLETION OF PROJECT.
8. MAINTENANCE MANUALS: COMPLETE FOR EVERY SYSTEM. HARDBOARD COVERS WITH 3 RING BINDERS.

26 05 01 - BASIC MATERIALS AND METHODS

INCLUDES GENERAL REQUIREMENTS FOR MATERIALS AND INSTALLATIONS METHODS, CUTTING BUILDING CONSTRUCTION, PAINTING, CLEAN-UP, AND WORKMANSHIP.

1. SUBSTITUTIONS: SHALL BE REVIEWED BY THE OWNER REPRESENTATIVE AND OWNER.
2. WORKMANSHIP: SHALL BE THE BEST QUALITY AND PERFORMED BY EXPERIENCED ELECTRICIANS UNDER SUPERVISION OF AN EXPERIENCED FOREMAN.
3. SUBMITTALS: AFTER AWARD OF CONTRACT SUBMIT THREE COMMON BOUND BROCHURES(ONE COPY RETURNED TO CONTRACTOR) CONTAINING CATALOG CUTS AND/OR SHOP DRAWINGS FOR THE FOLLOWING ITEMS:
   3.1. RACEWAYS.
   3.2. WIRING DEVICES.
   3.3 CONDUCTORS.
   3.4 ENCLOSED SWITCHED AND CIRCUIT BREAKERS.
   3.5 MOTOR RELATED SWITCHES.
   3.6 PANELBOARD.
   3.7 GROUNDING BUSBAR.
4. CUTTING AND PATCHING: DO NOT CUT STRUCTURAL MEMBERS. ALL CONSTRUCTION MATERIALS DAMAGED OR CUT INTO DURING THE INSTALLATION OF THIS WORK MUST BE REPAIRED OR REPLACED WITH MATERIALS BY SKILLED LABOR EXPERIENCES IN THAT PARTICULAR BUILDING TRADE.
5. PAINTING: REPAINT ANY ELECTRICAL ITEMS SCRATCHED OR MARRED IN SHIPMENT OR INSTALLATION.
6. SURFACE MOUNT ALL NEW DEVICES IN EXISTING WALLS UNLESS OTHERWISE NOTED. PROVIDE BACK BOXES REQUIRED TO MAKE DEVICE FLUSH WITH MOUNTING SURFACE.
7. CLEAN UP: CONTINUALLY REMOVE DEBRIS, CUTTINGS, CRATES, CARTONS, ETC. CAREFULLY CLEAN WIRING DEVICES, COVER PLATES, LIGHT FIXTURES, ETC., TO REMOVE PAINT AND PLASTER, ETC.

26 05 02 - PROJECT CLOSEOUT

JOB CLOSEOUT PROCEDURE: PERFORM THE FOLLOWING PROCEDURES, AS APPLICABLE FOR PROJECT CLOSEOUT OF ELECTRICAL PORTIONS OF WORK:

1. PROVIDE ENGRAVED NAMEPLATES ON ELECTRICAL EQUIPMENT.
2. REFINISH ELECTRICAL EQUIPMENT FINISHED WHICH ARE DAMAGED.
3. CLEAN LIGHT FIXTURES AND ALL RELOCATED DEVICES AND COVERPLATES.
4. TYPE PANEL SCHEDULES WITH ACTUAL "AS-BUILT" CIRCUIT DESCRIPTIONS.
5. NUMBER ALL CIRCUIT BREAKERS.
6. OBTAIN FINAL ELECTRICAL INSPECTION. INCLUDE COPIES IN O & M MANUAL.
7. GIVE WRITTEN ONE YEAR WARRANTY IN O & M PER 26 05 00.
8. FURNISHED RECORD DRAWINGS PER 26 05 00. OBTAIN SIGNATURE ON JOB COMPLETION FORM.
9. FURNISH O & M MANUALS PER 26 05 00. OBTAIN SIGNATURE ON JOB COMPLETION FORM.
10. GIVE INSTRUCTION PERIODS TO OWNER'S PERSONNEL PER 26 05 00. OBTAIN SIGNATURE ON JOB COMPLETION FORM.
11. OBTAIN LETTER OF CERTIFICATION FROM COMMUNICATIONS SYSTEM SUPPLIER(S) AND FORWARD TO STANTEC.
12. INCLUDE WITH JOB COMPLETION FORM, A COPY OF THE FINAL PUNCH LIST WITH THE WORD "DONE", AND THE DATE AND CONTRACTOR'S INITIALS AFTER EACH ITEM ON THE LIST.

DIVISION 26 05 03- ACCEPTANCE TESTING OF ELECTRICAL SYSTEMS

1.1 RELATED DOCUMENTS

A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 1 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.2 EQUIPMENT AND DEVICE TEST

A. PERFORM ALL EQUIPMENT AND DEVICE TESTING AFTER INSTALLATION AND PRIOR TO SUBSTANTIAL COMPLETION OR OWNER OCCUPANCY, ALLOWING ENOUGH TIME FOR CORRECTIVE ACTION OF ALL DEFICIENCIES.

B. REVIEW MANUFACTURER'S INSTALLATION INSTRUCTION AND CONFIRM THAT EQUIPMENT IS INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

C. PRIOR TO PERFORMING TEST CONFIRM THAT THE EQUIPMENT IS CLEAN AND FREE OF CONSTRUCTION DEBRIS AND DUST.

D. TEST THE OPEN/CLOSE OR ENERGIZE/DE-ENERGIZE OPERATION OF EACH SWITCH, CIRCUIT BREAKER, WITH THE SYSTEM FULLY ENERGIZED AND OPERATING. EACH SHALL BE TESTED THREE TIMES. TEST REPORT SHALL INCLUDE A LIST OF EQUIPMENT TESTED AND THE SIGNED INITIALS OF THE ELECTRICIANS PERFORMING THE TEST ON A DEVICE BY DEVICE BASIS.

E. TEST NEW ELECTRICAL EQUIPMENT AND EXISTING ELECTRICAL EQUIPMENT THAT HAS BEEN REVISED AS A PART OF THIS CONTRACT.

F. INSPECT AND TEXT ENTIRE ELECTRICAL SYSTEMS PROVIDED BY THIS CONTRACT TO VERIFY EQUIPMENT AND CONTROLS ARE CORRECTLY OPERATING. POWER SYSTEM TEST SHALL BE PERFORMED 4 TO 8 WEEKS AFTER SUBSTANTIAL COMPLETION, AND AT SUCH TIME THAT THE MAXIMUM POSSIBLE LOAD IS CONNECTED (USUALLY HIGHEST AVAILABLE OCCUPANCY AT MID DAY.)

H. TEST REPORT
THE CONTRACTOR SHALL MAINTAIN A WRITTEN RECORD OF ALL TEST AND SHALL ASSEMBLE AND CERTIFY A FINAL TEST REPORT INDICATING ALL EQUIPMENT TESTED AND THE RESULTS FOUND FOR EACH. ANY SYSTEM, MATERIAL, OR WORKMANSHIP WHICH IS FOUND TO HAVE ABNORMAL OPERATION, SHALL BE SPECIFICALLY IDENTIFIED.

1.3 QUALITY ASSURANCE
1. THE CONTRACTOR SHALL SUBMIT PROOF OF COMPANY QUALIFICATIONS AND PERSONNEL QUALIFICATIONS. INCLUDE RESUMES OF RECENT EXPERIENCE(WITHIN THE LAST THREE YEARS) FOR THE FIRM, OWNER REPRESENTATIVES AND TECHNICIANS THAT WILL BE ASSIGNED TO THE PROJECT. INCLUDE REFERENCES WITH CURRENT PHONE NUMBERS IN THE RESUME. THE TESTING COMPANY SHALL HAVE BEEN REGULARLY ENGAGED IN THE TESTING OF ELECTRICAL MATERIALS, DEVICES, INSTALLATIONS, AND SYSTEM FOR A MINIMUM OF FIVE YEARS.

2. TESTING, INSPECTION, CALIBRATION AND ADJUSTMENTS SHALL BE PERFORMED BY AN OWNER REPRESENTATIVE TECHNICIAN, CERTIFIED BY NETA OR THE NATIONAL INSTITUTE IN OWNER REPRESENTATIVE TECHNOLOGIES WITH A MINIMUM OF FIVE YEARS EXPERIENCE TESTING. CALIBRATING ELECTRICAL DISTRIBUTION AND GENERATION EQUIPMENT, SYSTEMS, AND DEVICES.

1.4 CLOSEOUT
1. OPERATIONAL AND MAINTENANCE MANUALS
   a. ALL APPROVED SUBMITTAL INFORMATION
   b. FULL TEST REPORT IN THE O&M MANUAL
   c. COMPLETED FORM FOR EACH ITEM OF EQUIPMENT TESTED
2. ONE ELECTRONIC VERSION OF THE TEST REPORT ON CD AND IN THE LATEST VERSION OF MICROSOFT WORD.
3. SCHEDULE OF RECOMMENDED TESTING FREQUENCY FOR ALL EQUIPMENT TESTED UNDER THIS CONTRACT

2.1 ACCEPTANCE TEST AND INSPECTIONS
1. THE CONTRACTOR SHALL PERFORM ACCEPTANCE TESTS AND INSPECTIONS. TEST METHODS, PROCEDURES, AND TEST VALUES SHALL BE PERFORMED AND EVALUATED IN ACCORDANCE WITH NETA ATS, THE MANUFACTURER;S RECOMMENDATIONS, AND AS REQUIRED BY EACH APPLICABLE SPECIFICATION SECTION. EQUIPMENT SHALL BE PLACED IN SERVICE ONLY AFTER COMPLETION OF REQUIRED TESTS AND EVALUATION OF THE TEST RESULTS HAS BEEN COMPLETED.

2.2 SCHEDULE
A. PERFORM ALL TESTING AFTER INSTALLATION AND BEFORE ENERGIZING ALL PRIMARY SYSTEMS SHALL PASS TESTS PRIOR TO PLACING IN SERVICE. NOTIFY OWNER, IN WITTING, 10 WORKING DAYS PRIOR TO PERFORMANCE OF ANY TEST.

2.3 TEST REPORTS
A. THE CONTRACTOR SHALL PREPARE TEST REPORTS INCLUDING DESCRIPTION OF PROJECT, DESCRIPTION OF TEST, TEST RESULTS, CONCLUSIONS AND RECOMMENDATIONS, RETESTING RESULTS AND LIST OF TEST EQUIPMENT USED AND CALIBRATION DATE.

B. ONE COPY OF EACH TEST REPORT SHALL BE DELIVERED DIRECTLY TO THE ELECTRICAL OWNER REPRESENTATIVE AND OWNER WITHIN 7 CALENDAR DAYS OF THE TEST.

C. INSERT A COPY OF EACH TEST REPORT IN THE OPERATION AND MAINTENANCE MANUALS.

2.4 RETESTING
A. ANY FAULT IN MATERIAL OR IN ANY PART OF THE INSTALLATION REVEALED BY THESE TESTS SHALL BE INVESTIGATED, REPLACED OR REPAIRED BY THE CONTRACTOR AND THE SAME TEST REPEATED AT CONTRACTOR'S EXPENSE UNTIL NO FAULT APPEARS.

2.5 LABELS
A. UPON COMPLETION OF THE TESTS, A LABEL SHALL BE ATTACHED TO ALL SERVICED DEVICES. THESE LABELS SHALL INDICATE DATE SERVICED AND THE TESTING COMPANY.

2.7 TROUBLESHOOTING
A. IF A SYSTEM OR DEVICE PROVIDED UNDER THIS CONTRACT DOES NOT OPERATE PER MANUFACTURERS SPECIFICATIONS CONTRACTOR SHALL PROVIDE QUALIFIED MEN WITH TOOLS AND TEST EQUIPMENT TO FIND AND REPAIR PROBLEM AT CONTRACTOR'S EXPENSE.

2.8 SYSTEM ACCEPTANCE
A. FINAL ACCEPTANCE OF THE SYSTEM IS CONTINGENT UPON SATISFACTORY COMPLETION OF ACCEPTANCE TESTS AND INSPECTIONS.

26 05 10 - EXISTING SYSTEMS

1. EXISTING SYSTEMS MAINTAINED: MAINTAIN EXISTING SYSTEMS IN OPERATION DURING CONSTRUCTION. VISIT THE SITE PRIOR TO BID TO VERIFY EXISTING CONDITIONS, DEMOLITION WORK AND NEW WORK REQUIRED. ANY EXISTING WIRING SERVING DEVICES TO REMAIN IN SERVICE WHICH INTERRUPTED BY WORK PERFORMED UNDER THIS CONTRACT SHALL BE REROUTED TO MAINTAIN CIRCUIT CONTINUITY. INCLUDE ALL COSTS IN BID.
2. EXISTING SYSTEMS CONCEALED: THE ELECTRICAL DRAWING SHOW PORTIONS OF THE EXISTING ELECTRICAL SYSTEMS WHICH ARE TO REMAIN, BE REMOVED OR BE MODIFIED AS A PART OF THE CONTRACTOR'S WORK. CONCEALED FEATURES OF THE EXISTING SYSTEMS ARE DERIVED FROM RECORD DRAWINGS AND THE OWNER REPRESENTATIVE'S BEST JUDGEMENT OF THE CONFIGURATION, BUT NO GUARANTEE IS MADE AS TO THEIR CORRECTNESS. THE CONTRACTOR SHALL INSPECT THE EXISTING INSTALLATION PRIOR TO BIDDING AND SHALL MAKE HIS OWN JUDGEMENT AS TO THE WORK REQUIRED TO PROVIDE A COMPLETE INSTALLATION AND DEMOLITION WITHIN THE INTENT OF THE CONTRACT DOCUMENTS.
3. EXISTING CIRCUITS: THE DRAWINGS SHOW PORTIONS OF THE EXISTING ELECTRICAL SYSTEM DERIVED FROM THE EXISTING RECORD DRAWINGS WHICH ARE INCOMPLETE AND NO GUARANTEE IS MADE TO THEIR CORRECTNESS. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL PERFORM A CIRCUIT VERIFICATION TEST OF EXISTING LUMINARIES AND OTHER EQUIPMENT SHOWN ON THE ELECTRICAL DRAWINGS UTILIZING A CIRCUIT TRACER. THIS INFORMATION SHALL BE MARKED UP ON A COPY OF THE CONTRACT DRAWINGS AND FORWARDED TO THE OWNER REPRESENTATIVE SO THAT THE CONTRACT DRAWINGS CAN BE CORRECTED TO SHOW THE ACTUAL CIRCUIT NUMBERS TO BE UTILIZED. AT THE SAME TIME THE CIRCUITS LISTED AS "EXISTING CIRCUIT" ON THE PANEL SCHEDULES SHALL BE TRACED OUT AND THE ACTUAL ROOM NUMBER AND LOAD NAME AND WATTAGE IDENTIFIED ON A MARKED UP COPY OF THE PANEL SCHEDULE AND FORWARDED TO THE OWNER REPRESENTATIVE.
4. MATERIALS: EXISTING MATERIALS AND EQUIPMENT REMOVED AS PART OF THIS WORK MAY NOT BE REINSTALLED UNLESS SPECIFICALLY NOTED ON THE DRAWINGS. EXISTING MATERIALS NOT TO BE REINSTALLED AND SELECTED FOR THE RETENTION BY THE OWNER SHALL BE DELIVERED TO A LOCATION ON THE PREMISES SELECTED BY THE OWNER.
5. DEMOLITION: ELECTRICAL DEVICES, AND RACEWAY SYSTEMS WITHIN THE PROJECT AREA THAT ARE NO LONGER IN USE AS A RESULT OF THIS CONTRACT SHALL BE REMOVED UNLESS OTHERWISE NOTED TO REMAIN OR BE REINSTALLED.
6. POWER OUTAGES: SCHEDULE ELECTRICAL SYSTEM(S) OUTAGES WITH THE OWNER. ELECTRICAL SYSTEM(S) OUTAGE TO OWNER OCCUPIED AREAS SHALL NOT BE PERMITTED FROM 7:00A.M. TO 6:00P.M. ON ANY DAY OF THE WEEK. PREMIUM TIME SHALL BE INCLUDED IN THE BASE BID FOR ELECTRICAL SYSTEM(S) OUTAGES AND FOR OTHER WORK AS REQUIRED BY THE SCHEDULE OR OTHER DIVISIONS OF THE SPECIFICATIONS.

26 05 19 - CONDUCTORS AND TERMINATIONS

PROVIDE ALL WIRE AND CABLE FOR A COMPLETE AND OPERATIONAL SYSTEM.

1. COPPER, INSULATED FOR 600V. ALUMINUM OR COPPER CLAD ALUMINUM CONDUCTORS NOT PERMITTED. TYPE THW, THWN/THHN OR XHHW.
2. SPLICES: SOLDERLESS TYPE ONLY. PREINSULATED "TWIST-ON" TYPE (LIMITED TO SIZE #10 AND SMALLER). BOLT OR COMPRESSION SET TYPE WITH APPLICATION OF PREFORMED INSULATED COVER, HEAT SHRINKABLE TUBING OR PLASTIC INSULATED TAPE ACCEPTABLE FOR ALL SIZES.
3. TERMINATIONS: COMPRESSION SET, BOLTED OR SCREW TERMINAL. CONDUCTORS #10 AND SMALLER SHALL UTILIZE EYE OR FORKED TONGUE TYPE COMPRESSION SET TERMINATOR WHEN TERMINATION IS TO A COLTED SCREW SET TYPE TERMINAL BLOCK OR TERMINAL CABINET.
4. GENERAL USE FOR WIRING FOR BRANCH CIRCUITS SHALL NOT BE SMALLER THAN NO. 12 AWG. CIRCUIT BREAKERS FOR GENERAL USE BRANCH CIRCUITS SHALL BE 20 AMP RATED.
5. FEEDER WIRING SHALL BE LIMITED TO TWO PERCENT (2%) VOLTAGE DROP. BRANCH CIRCUITS WIRING SHALL BE LIMITED TO THREE PERCENT (3%). MAXIMUM VOLTAGE DROP (FEEDER AND BRANCH CIRCUIT) SHALL BE LIMITED TO FIVE PERCENT (5%).

26 05 33 - RACEWAYS, OUTLET AND PULL BOXES

PROVIDE COMPLETE RACEWAY SYSTEM AND IN COORDINANCE WITH CODE. INSTALL RACEWAYS CONCEALED IN CONSTRUCTION FOR ALL AREAS UNLESS EXPOSED RACEWAYS ARE SPECIFICALLY SHOWN.

1. INTERIOR RACEWAYS: ELECTRICAL METALLIC TUBING (EMT) WITH STEEL COMPRESSION OR SET SCREW FITTINGS. INDENTOR, DRIVE-ON AND PRESSURE CAST OR DIE CAST TYPE SET SCREW FITTINGS ARE NOT ACCEPTABLE. 3/4" MINIMUM UNLESS OTHERWISE NOTED.
2. FLEXIBLE RACEWAYS (AC/MC CABLE): NOT PERMITTED UNLESS SPECIFICALLY AUTHORIZED BY OWNER REPRESENTATIVE THROUGH AN RFI PROCESS. IF APPROVED, GALVANIZED FLEXIBLE STEEL CONDUIT MAY BE UTILIZED ONLY IN CONCEALED, DRY, INTERIOR LOCATIONS. NOT PERMITTED FOR HOME RUNS, EXPOSED, WET, DAMP, OR EXTERIOR LOCATIONS. NOT PERMITTED FOR EMERGENCY SYSTEM WIRING OR FOR LOW VOLTAGE COMMUNICATION SYSTEMS INCLUDING FIRE ALARMS.
3. FLEXIBLE STEEL CONDUIT MAY BE USED PROVIDED A MAXIMUM OF 6' AND GROUND WIRE IS USED FOR THE FOLLOWING: 1) FIXTURE WHIPS, 2) POWER POLE WHIPS AND, 3) FIRE ALARM DEVICE WHIPS.
4. RACEWAY PENETRATIONS: PENETRATIONS THROUGH FIRE RATED CONSTRUCTION SHALL BE SEALED USING 3M CP-25 FIRE BARRIER CAULK UL LISTED SYSTEM NO. W-L-1001

26 05 26 - GROUNDING

1. GROUNDING, GENERAL: PROVIDE ALL GROUNDING FOR ELECTRICAL SYSTEMS AND EQUIPMENT AS REQUIRED BY CODES AND SPECIFIED HERIN.
2. GROUNDING CONDUCTORS AND CONNECTORS: COPPER ONLY, SIZED PER CODE. GREEN INSULATED IN SIZES #10AWG OR LARGER. GREEN INSULATED FOR SIZE #12AWG.
3. SIZE OF GROUND WIRE: AS REQUIRED BY NEC. WHERE GROUND WIRE IS EXPOSED TO PHYSICAL; DAMAGE, PROTECT WITH RIGID NON-FERROUS CONDUIT AS PERMITTED BY APPLICABLE CODE.
4. CONNECTION TO THE POWER GROUND BUS: PROVIDE CONNECTIONS IN ACCE WITH THE CODES, INCLUDING BUT NOT LIMITED TO:
   -RACEWAY SYSTEM
   -SWITCHBOARD
   -ELECTRICALLY OPERATED DEVICES.
   NO DEVICE OR EQUIPMENT SHALL BE CONNECTED FOR ELECTRICAL SERVICE WHICH HAS A NEUTRAL CONDUCTOR CONNECTED TO A GROUNDING CONDUCTOR OR TO THE FRAME WITHIN THE DEVICE OR EQUIPMENT.
5. METHOD OF CONNECTIONS: MAKE ALL GROUND CONNECTIONS AND GROUND CABLE SPLICE BY THERMAL WELDING OR COPPER COMPRESSION SET TYPE CONNECTORS U.L. LISTED FOR GROUNDING PURPOSES.
6. EXPANSION FITTINGS: CONDUIT RUNS REQUIRING AN EXPANSION FITTING A BONDING JUMPER SHALL BE INSTALLED AROUND THE FITTING TO MAINTAIN CONTINUOUS GROUND CONTINUITY.
7. TESTING: CONFORM TO SECTION 26 05 00.
8. RACEWAY BUSHINGS: PROVIDE INSULATED GROUNDING BUSHING ON SERVICE AND FEEDER RACEWAYS AT PANELBOARDS AND SWITCHBOARDS. PROVIDE GROUND CONDUCTOR SIZED PER CODE TO GROUND BUS.

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MADERA TRANSIT CENTER CANOPY
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MADERA, CA 93637

Project No.:2014309700
File Name: N/A

ME	DC	EM	2023.09.22
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
ELECTRICAL SPECIFICATIONS

Scale: 12" = 1'-0"
Revision:
Drawing No. **E-001**

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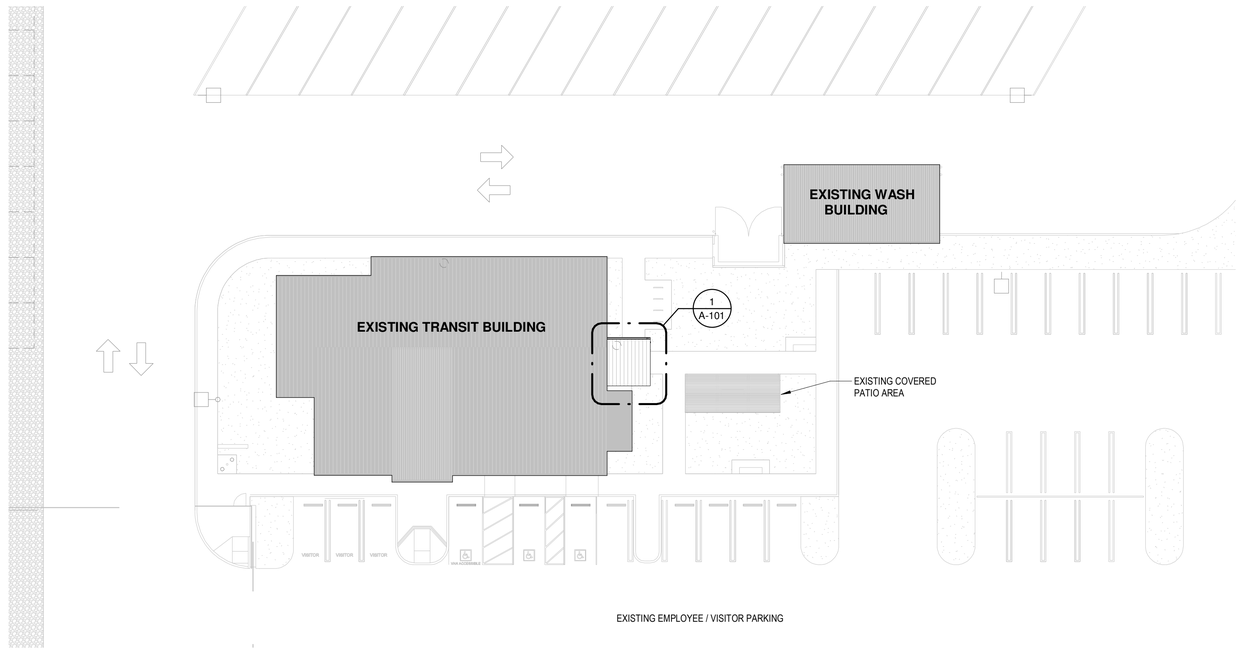


GENERAL NOTES

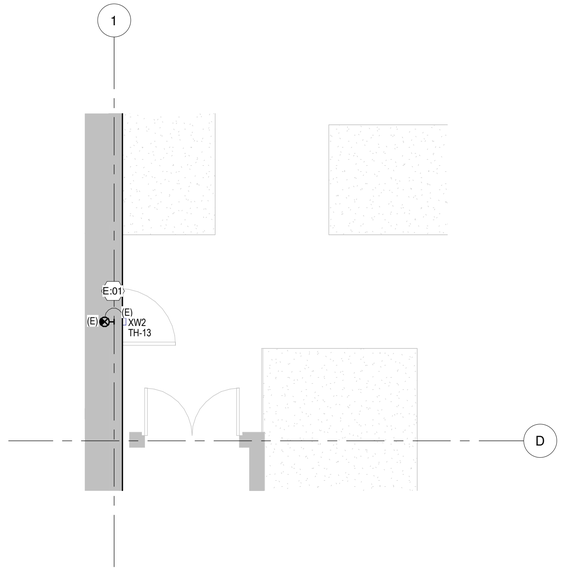
1. NEW LIGHT FIXTURE TO BE INSTALLED, CONTRACTOR TO EXTEND THE EXISTING CIRCUIT FROM THE FIXTURE THAT WAS DEMOLISHED. THE NEW LIGHT FIXTURE SHALL BE PROVIDED WITH BATTERY BACKUP TO MEET EGRESS LIGHTING REQUIRMENTS.

Keynote Legend	
Key Value	Keynote Text
E:01	DISCONNECT AND REMOVE EXISTING WALL MOUNTED LIGHTING FIXTURE TYPE 'XW2' AS SHOWN ON DRAWINGS, DEMO EXISTING WIRING BACK TO JUNCTION BOX TO ALLOW CIRCUIT EXTENSION. PROVIDE COVER/SEAL WHERE FIXTURE WAS DEMOLISHED.PAINT TO MATCH EXISTING WALL.
E:02	EXTEND EXISTING BRANCH CIRCUIT. PROVIDE WIRE, CONDUIT, AND ALL REQUIRED APPURTENANCES TO ACHIEVE A COMPLETE WORKING SYSTEM.
E:03	PROVIDE FLEX-SEAL CONDUIT AT GAP BETWEEN EXISTING BUILDING AND NEW CANOPY.SEAL PENETRATIONS.

TRUE NORTH

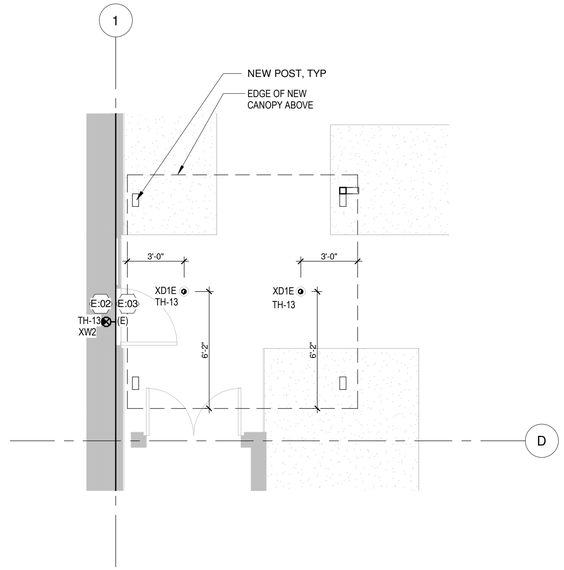
1 ELECTRICAL SITE PLAN

1" = 20'-0"



2 DEMO ENLARGED PLAN

1/4" = 1'-0"



3 NEW ENLARGED PLAN

1/4" = 1'-0"

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Issued/Revision	By	Appd	YYYY.MM.DD

Permit/Seal

REGISTERED PROFESSIONAL ENGINEER
DANIEL CASTRO
No.21019
exp.06/30/2025
ELECTRICAL
STATE OF CALIFORNIA

CITY OF MADERA
MADERA TRANSIT CENTER CANOPY
100% CONSTRUCTION DOCUMENTS
SEPTEMBER 22, 2023
1951 INDEPENDENCE DRIVE
MADERA, CA 93637

Project No.:2014309700
File Name: N/A

ME	DC	EM	2023.09.22
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
ELECTRICAL PLANS

Scale: As indicated
Revision:
Drawing No. **E-100**

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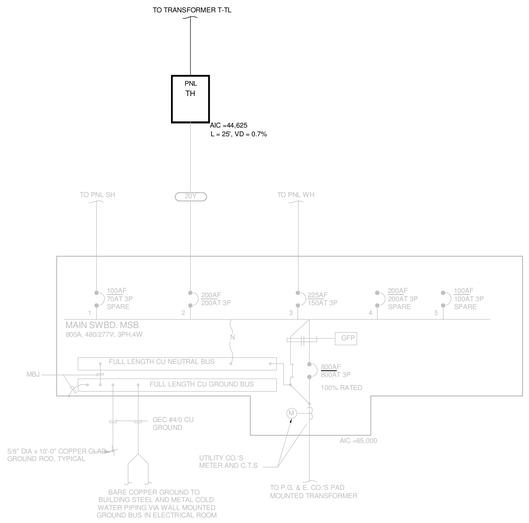
ORIGINAL SHEET - ANSI D



LOAD ANALYSIS:

LOAD DISCONNECTED FROM EXISTING PANEL "TH" = 45VA
NEW LOAD ADDED TO EXISTING PANEL "TH" = 40VA
TOTAL ADJUSTED LOAD ADDED TO PANEL "TH" = 5VA

Sparling
Name: **TH** 277/480V 3 Ø 4W 200A Main lugs only Panel
Location: Surface Mounted Type: Panelboard
Serves: Single Lugs 0 AIC
Deep

#	Description	Load	CB *		A B C		CB *	Load	Description	#
1†	Equip T-TL	4.80	70/3	CB	•		50/1 CB	9.33	Equip EWH-4 IN BREAK ROOM 102	2†
3†	-------	4.80	-------	---		•	40/1 CB	7.80	Equip EWH-3 IN RESTROOM 112	4†
5†	-------	4.80	-------	---	•		40/1 CB	7.80	Equip EWH-2 IN RESTROOM 113	6†
7†	Equip EWH-1 IN JANITOR 114	11.10	60/1	CB	•		20/1 CB	0.10	Lighting UTILITY YARD LIGHTING	8†
9†	Lighting LIGHTING	0.31	20/1	CB		•	20/1 CB	0.50	Lighting LIGHTING	10†
11†	Lighting LIGHTING	1.08	20/1	CB	•		20/1 CB	0.96	Lighting HALLWAY LIGHTING	12†
13‡	Lighting LIGHTING	0.20	20/1	CB		•	20/1 CB	0.19	Lighting LOBBY LIGHTING	14†
15†	Lighting LOBBY LIGHTING	0.00	20/1	CB	•		20/1 CB	0.32	Lighting DISPATCH LIGHTING	16†
17†	Lighting LIGHTING	0.00	20/1	CB		•	20/1 CB	0.00	Spare	18
19	Spare	0.00	20/1	CB	•		20/1 CB	0.00	Spare	20
21	Spare	0.00	20/1	CB		•	20/1 CB	0.00	Spare	22
23	Spare	0.00	20/1	CB		•	20/1 CB	0.00	Spare	24
25	Spare	0.00	20/1	CB	•		20/1 CB	0.00	Spare	26
27	Spare	0.00	20/1	CB	•		20/1 CB	0.00	Spare	28
29	Spare	0.00	20/1	CB		•	20/1 CB	0.00	Spare	30
31	Spare	0.00	20/1	CB	•		20/1 CB	0.00	Spare	32
33	Spare	0.00	20/1	CB	•		20/1 CB	0.00	Spare	34
35	Spare	0.00	20/1	CB		•	20/1 CB	0.00	Spare	36
37	Spare	0.00	20/1	CB	•		20/1 CB	0.00	Spare	38
39	Spare	0.00	20/1	CB	•		20/1 CB	0.00	Spare	40
41	Spare	0.00	20/1	CB		•	20/1 CB	0.00	Spare	42

	ØA	ØB	ØC
Connected KVA	25.72	13.73	14.64

Rev:
Revised circuits marked ‡ Existing circuits marked †
Project #: 2014309700
File: C:\Program Files (x86)\Sparling\WinPanel\MadernaTransit.PNL

* Circuit Breaker Code
G = GFCI H= HID Rated
S = Shunt Trip C = HACR Rated
D= Switching Duty # = see note
A = AFCI

Notes:

Load Type	Conn KVA	NEC Demand Factor	Demand KVA	Demand Amps	NEC Feeder Factors	NEC Feed Amps
Lighting	3.66	x 100%	3.66	4	x 125%	6
Equip	50.44	x 100%	50.44	61	x 100%	61
	54.10 65 Amps		54.10	65		66

SbdPnlSpls.rpt
C:\Program Files (x86)\Sparling\WinPanel\MadernaTransit.PNL

9/5/2023

1 SINGLE LINE DIAGRAM

1" = 1'-0"

LUMINAIRE SCHEDULE

TYPE	DESCRIPTIONS	MANUFACTURER & MODEL NUMBER	MOUNTING	LUMINAIRE		LAMP			BALLAST(S)		REMARKS
				VOLTS	WATTS	NO.	TYPE	WATTS	NO.	TYPE	
XD1E	4" ROUND DOWNLIGHT	AMERLUX LIGHTING HORNET	RECESSED	277	20	1	LED	20	1	0-10V DIMMING	WITH EM BATTERY PACK.

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Consultant

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Permit/Seal

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DANIEL CASTRO
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exp.06/30/2025
ELECTRICAL
STATE OF CALIFORNIA

CITY OF MADERA
MADERA TRANSIT CENTER CANOPY
100% CONSTRUCTION DOCUMENTS
SEPTEMBER 22, 2023
1951 INDEPENDENCE DRIVE
MADERA, CA 93637

Project No.:2014309700
File Name: N/A

ME	DC	EM	2023.09.22
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
ELECTRICAL SINGLE LINE AND SCHEDULES

Scale: As indicated
Revision:
Drawing No. **E-701**

9/21/2023 4:07:03 PM
ORIGINAL SHEET - ANSI D

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
This document is used to demonstrate compliance with requirements in 110.9, 130.0, 130.2, 140.7, and 141.0(b)2L for outdoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e)6, 180.1(a) and 180.2(b)4Bv for outdoor lighting scopes using the prescriptive path for multifamily and mixed-use occupancies. Multifamily includes dormitory and senior living facilities.	
Project Name: Madera Transit	**Report Page:** (Page 1 of 7)
Project Address: 1951 INDEPENDENCE DRIVE, MADERA, CA 93627	**Date Prepared:** 9/5/2023

A. GENERAL INFORMATION

01	Project Location (city)		04	Total Illuminated Hardscape Area (ft²)	0
02	Climate Zone	13			
03	Outdoor Lighting Zone per Title 24 Part 1 10.114 or as designated by Authority Having Jurisdiction (AHJ):				
☐	LZ-0: Very Low - Undeveloped Parkland	☒ LZ-2: Moderate - Urban Clusters	☐	LZ-4: High - Must be reviewed by CA Energy Commission for Approval	
☐	LZ-1: Low - Rural Areas	☐ LZ-3: Moderately High - Urban Areas			
05	Occupancy Types within Project				
● All Other Occupancies					

B. PROJECT SCOPE

This table includes outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.7 / 170.2(e)6 or 141.0(b)2L / 180.2(b)4Bv for alterations.

My Project Consists of:

01	02	
☐ New Lighting System	Must Comply with Allowances from 140.7 / 170.2(e)6	
☒ Altered Lighting System	Is your alteration increasing the connected lighting load (Watts)?	● Yes ○ No
03	04	05
% of Existing Luminaires Being Altered[1]	Sum Total of Luminaires Being Added or Altered	Calculation Method
☐ < 10% ☐ >= 10% and < 50% ☐ >= 50%	0	0

Please proceed to Table F. Outdoor Lighting Fixture Schedule to define the project's luminaires.

[1] *FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100.*

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: Madera Transit	**Report Page:** (Page 2 of 7)
	Date Prepared: 9/5/2023

C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through N. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see applicable Table referenced below.

Calculations of Total Allowed Lighting Power (Watts) 140.7 / 170.2(e)6 or 141.0(b)2L / 180.2(b)4Bv													Compliance Results		
01		02		03		04		05		06		07	08	09	
General Hardscape Allowance 140.7(d)1 / 170.2(e)6i (See Table I)	+	Per Application 140.7(d)2 / 170.2(e)6i (See Table J)	+	Sales Frontage 140.7(d)2 (See Table K)	+	Ornamental 140.7(d)2 / 170.2(e)6i (See Table L)	+	Per Specific Area 140.7(d)2 / 170.2(e)6i (See Table M)	OR	Existing Power Allowance 141.0(b)2L / 180.2(b)4Bv (See Table N)	=	**Total Allowed** (Watts)	≥	**Total Actual** (Watts)	**07 must be >= 08**
0	+	---	+	---	+	---	+	40	OR	---	=	40	≥	40	COMPLIES
Shielding Compliance [See Table G for Details]															N/A
Controls Compliance [See Table H for Details]															Not applicable

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: Madera Transit	**Report Page:** (Page 3 of 7)
	Date Prepared: 9/5/2023

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

For new or altered lighting systems demonstrating compliance with 140.7 / 170.2(e)6 all new luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application are included in the Table below. For altered lighting systems using the Existing Power method per 141.0(b)2L only new luminaires being installed and replacement luminaires being installed as part of the project scope are included (ie, existing luminaires remaining or existing luminaires being moved are not included). Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H, and are not included here. All other multifamily outdoor lighting is included here.

Designed Wattage:

01	02		03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description		Watts per luminaire[1, 2]	How is Wattage determined	Total Number Luminaires[2]	Luminaire Status[3]	Excluded per 140.7(a) / 170.2(e)6A	Design Watts	Cutoff Req. > 6,200 initial lumen output 130.2(b) / 160.5(c)1[4]	Field Inspector	
										Pass	Fail
XD1E	XD1E	☐ Linear	20	Mfr. Spec	2	New	☐	40	N/A, < 6200 lumens	☐	☐
							Total Design Watts:	40			

* NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.
EX: Luminaire is lighting a statue; EXCEPTION 2 to 130.2(b)

[1] *FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per 130.0(c) / 160.5(b).*
[2] *For linear luminaires, wattage should be indicated as W/lf instead of Watts/luminaire. Total linear feet should be indicated in column 05 instead of number of luminaires.*
[3] *Select "New" for new luminaires in a new outdoor lighting project, or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope.*
[4] *Compliance with mandatory shielding requirements is required for luminaires with initial lumen output >= 6,200 unless exempted by 130.2(b)/ 160.5(c)*

G. SHIELDING REQUIREMENTS (BUG)

This section does not apply to this project.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: Madera Transit	**Report Page:** (Page 4 of 7)
	Date Prepared: 9/5/2023

H. OUTDOOR LIGHTING CONTROLS

This table demonstrates compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.
Outdoor lighting for nonresidential buildings, parking garages and common service areas in multifamily buildings must be documented separately from outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit

Mandatory Controls for Nonresidential Occupancies, Parking Garages & Common Areas in Multifamily Buildings

01	02	03	04	05	
Area Description	Shut-Off 130.2(c)1 / 160.5(c)	Auto-Schedule 130.2(c)2 / 160.5(c)	Motion Sensor 130.2(c)3 / 160.5(c)	Field Inspector	
				Pass	Fail

[1] *FOOTNOTE: Text has been abbreviated, please refer to Table 160.5-A to confirm compliance with the specific light source technologies listed.*
[2] *Authority having jurisdiction may ask for cutsheets or other documentation to confirm compliance of light source.*
[3] *Recessed luminaires marked for use in fire-rated installations, and recessed luminaires installed in non-insulated ceilings are excepted from ii and iii.*

I. LIGHTING POWER ALLOWANCE (per 140.7 / 170.2(e))

This table includes areas using allowance calculations per 140.7 / 170.2(e). General Hardscape Allowance is per Table 140.7-A/Table 170.2-B while "Use it or lose it" Allowances are per Table 140.7-B /Table 170.2-5. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance. Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H, and are not included here. All other multifamily outdoor lighting is included here.

01					
☐ General Hardscape Allowance Table I (below)	"Use it or lose it" Allowance (select all that apply) (select all that apply)				
	☐ Per Application Table J	☐ Sales Frontage Table K	☐ Ornamental Table L	☒ Per Specific Area Table M	

J. LIGHTING ALLOWANCE: PER APPLICATION

This section does not apply to this project.

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This section does not apply to this project.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: Madera Transit	**Report Page:** (Page 6 of 7)
	Date Prepared: 9/5/2023

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

There are no NRCA forms required for this project.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: Madera Transit	**Report Page:** (Page 7 of 7)
Project Address: 1951 INDEPENDENCE DRIVE, MADERA, CA 93627	**Date Prepared:** 9/1/2023

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name:	Documentation Author Signature:
Mikayla Ector	Ector, Mikayla
Company: Stantec Consulting Inc.	Signature Date: 2023-08-31
Address: 801 S. Figueroa St. Suite 300	CEA/ HERS Certification Identification (if applicable):
City/State/Zip: Los Angeles CA 90017	Phone: 2139553510

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name:	Responsible Designer Signature:
Daniel Castro	
Company: Stantec Consulting Inc.	Date Signed: 2023-09-01
Address: 9797 Aero Drive, Suite 310	License: 21019
City/State/Zip: San Diego CA 92123	Phone: 8586334230

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: Madera Transit	**Report Page:** (Page 5 of 7)
	Date Prepared: 9/5/2023

L. LIGHTING ALLOWANCE: ORNAMENTAL

This section does not apply to this project.

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This table includes areas using the wattage allowance per specific area from Table 140.7-B /Table 170.2-5. More than one specific area allowance may be taken in a single project, if applicable. However, multiple specific area allowances may not be taken for the exact same area on the site.

01	02	03	04	05	06	07	08	09	10
Area Description	Specific Area Type per Table 140.7-B	CALCULATED ALLOWANCE (Watts)			DESIGN WATTS				
		Specific Area (ft²)[1]	Allowed Density (W/ft²)	Extra Allowance (Watts)	Luminaire Name or Item Tag	Watts per Luminaire	# of Luminaires	Design Watts	Additional Allowance (Watts)
CANOPY	ServiceStationCanopy	380	0.4	163.4	XD1E	20	2	40	40
							Total Design Watts for this Area:	40	
							Total Allowance (Watts) All Areas:		40

[1] *FOOTNOTES: See Table 140.7-B /Table 170.2-5 for rules for calculating the specific areas (ft²) for these additional lighting allowances.*
[2] *For luminaires indicated in Table F as linear, wattage in column 07 is W/lf instead of Watts/luminaire. Total linear feet should be indicated in column 08 instead of number of luminaires.*

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This section does not apply to this project.

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online

Form/Title
NRCI-LTO-E - Must be submitted for all buildings

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MADERA, CA 93637

Project No.:2014309700
File Name: N/A

ME	DC	EM	2023.09.22
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
T24 COMPLIANCE FORMS

Scale:
Revision:
Drawing No. **E-702**

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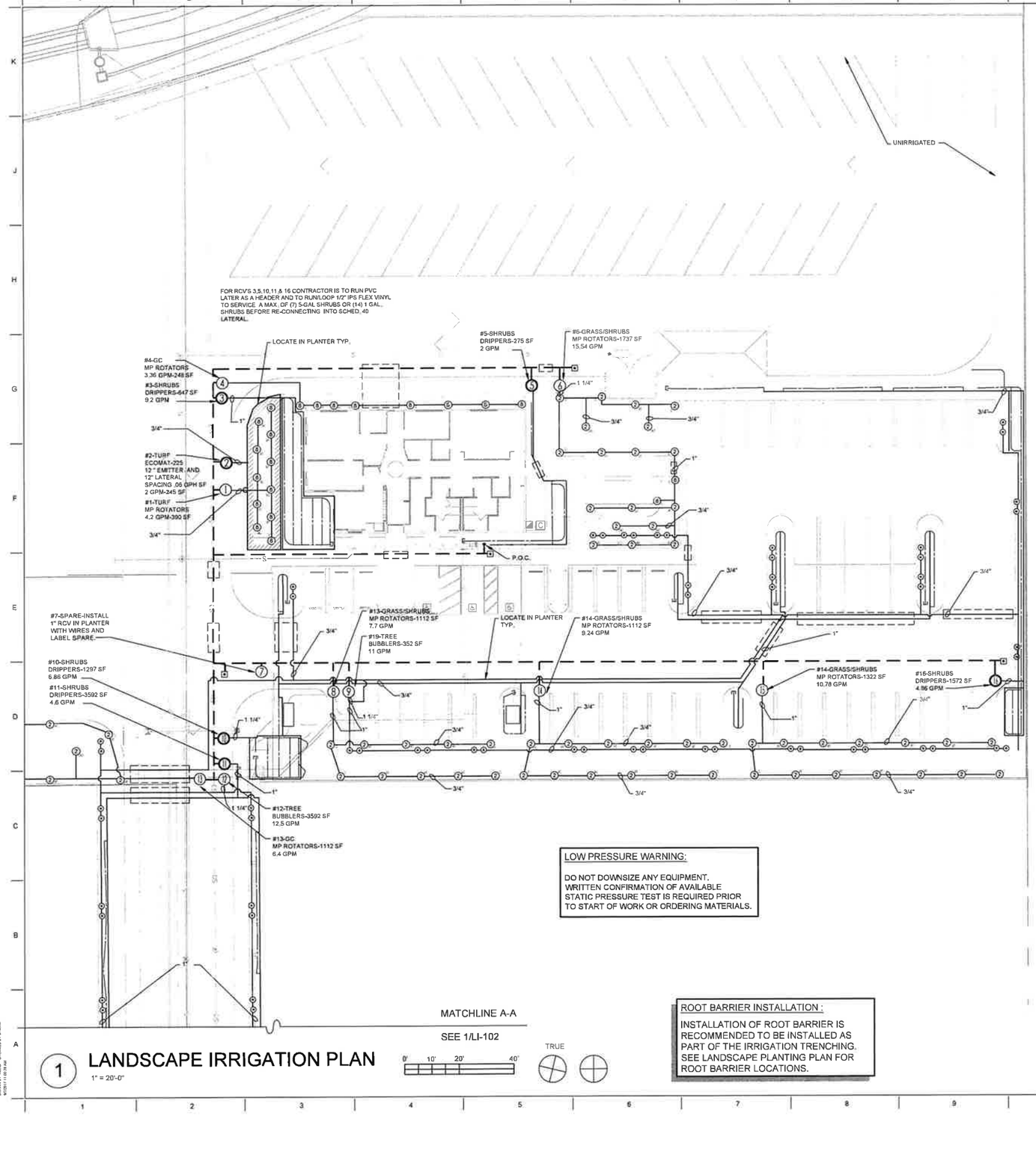

1 LANDSCAPE IRRIGATION PLAN
1" = 20'-0"

LOW PRESSURE WARNING:

DO NOT DOWNSIZE ANY EQUIPMENT. WRITTEN CONFIRMATION OF AVAILABLE STATIC PRESSURE TEST IS REQUIRED PRIOR TO START OF WORK OR ORDERING MATERIALS.

ROOT BARRIER INSTALLATION :

INSTALLATION OF ROOT BARRIER IS RECOMMENDED TO BE INSTALLED AS PART OF THE IRRIGATION TRENCHING. SEE LANDSCAPE PLANTING PLAN FOR ROOT BARRIER LOCATIONS.

IRRIGATION LEGEND - TYPICAL

SYMBOL	DESCRIPTION	MANUFACTURER & MODEL NUMBER	REMARKS
90 (2)	(N) 6" & 12" SHRUB POP-UP SPRINKLER RAINBIRD 1800 SERIES BODY NOZZLE MODEL SPRAY PATTERN	RAINBIRD 1800 SERIES BODY W/ HUNTER MP ROTATOR NOZZLES 1=MP 1000 2=MP 2000 3=MP 3000 8=MP800SR (SHORT RADIUS)	SPRAY PATTERN 90=90-210 DEG. 180=210-270 DEG. 360=360 DEG. S=5'X30' C=8'-15' 45-105 DEG.
⊙	4" POP-UP BUBBLER	RAINBIRD 1804 WITH HUNTER PCN .25 NOZZLE 2 PER TREE	FLUSH WITH GRADE
⊕	REDUCED PRESSURE BACKFLOW PREVENTER W/ALL-WEATHER BLANKET	ZURN WILKINS 3/4" 975XL	PER LOCAL CODES
P.O.C. ●	POINT OF CONNECTION		AT NEW 1" METER
⋈	LEAD FREE BRONZE GATE VALVE	2" NIBCO BRANZE 125 T-113-LF	IN VALVE BOX
▣	QUICK COUPLER VALVE W/ LOCKING COVER & 2 KEYS, 2 SWIVEL HOSE ELLS	RAINBIRD 44LRC W/ 2049	FLUSH WITH GRADE
C	SENTINEL CENTRAL AUTOMATIC CONTROLLER	TORO SB12 PSIU	STAINLESS STEELE PEDESTAL
◪	WIRELESS RAIN SENSOR / SHUTOFF	IRRITROL RS1000	ROOF/GUTTER MOUNT W/ BRACKET. EXTERIOR RECEIVER REQD
(1)	REMOTE CONTROL VALVE SEE VALVE SCHEDULE	RAINBIRD 100EFB-CP-R	IN INDIVIDUAL VALVE BOX
(2)	DRIP VALVE ASSEMBLY:	RAINBIRD XCZ-075-PRF	IN INDIVIDUAL VALVE BOX
⊘	FLOW SENSOR SHUT OFF & MASTER VALVE	TORO TFS 150 AND SUPERIOR 3100	INSTALL IN VALVE BOX. INSTALL PER MFG, INCLUDING SETBACKS.
	2-1/2" P.V.C. SCHEDULE 40 MAINLINE EXCEPT FOR 1" QUICK COUPLER		18" COVER
	P.V.C. SCHEDULE 40 SLEEVE, 2X LINE SIZE, BY GENERAL CONTRACTOR EXCEPT WHERE KEYNOTED		24" COVER W/ 6" SAND BED. EXTEND 18" BEYOND BACK OF CURB
	2-1/2" P,V,C, SCHEDULE 40 LATERAL		12" COVERAGE
	1/2" IPS FLEX VINYL PIPE (NDS ID 0.546, OD 0.84 OR EQUAL) WITH 1/2" FPT ON-GRADE RAINBIRD XBT EMITTERS. PROVIDE (1) FLUSH END CAP IN VALVE BOX PER CIRCUIT. IPS FLEX VINYL TO BE RUN/LOOPED TO SERVICE A MAX. OF (7) 5-GAL SHRUBS OR (14) 1 GAL. SHRUBS BEFORE RE-CONNECTING INTO SCHED. 40 LATERAL.		6" COVER
	HUNTER ECO MAT SUBSURFACE TURF DRIPLINE W/SCHED. 40 SUPPLY AND EXHAUST HEADERS SEE DETAIL 1 SHEET LI-102		SEE DETAIL FOR MIN. COVER

RNL
523 WEST 6TH STREET, SUITE 1200,
LOS ANGELES, CA 90014
213-955-9775 t
866-390-2616 f

Stantec
Consulting Services, Inc.
1383 North McDowell Blvd., Suite 250
Petaluma, CA 94954
TEL. 707.765.1660
www.stantec.com

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CITY OF MADERA
MADERA TRANSIT FACILITY
ADDRESS TBD
MADERA, CA 93637
100% DESIGN DEC. 15, 2017

REGISTERED LANDSCAPE ARCHITECT
NICHOLAS RUTH #2334
SIGNATURE 6.29.18
RENEWAL DATE 8/31/19
STATE OF CALIFORNIA

No	REVISION/SUBMISSION	DATE
	PLAN CHECK REVISION 1	1/11/18
	100% SUBMITTAL	12/15/17
	90% SUBMITTAL	10/11/17

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PROJECT No 4255
DATE: 12/15/17
SCALE 1" = 20'-0"

LANDSCAPE IRRIGATION PLAN

LI-101
OF

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-13

SUBJECT:

Appointment to the Transit Advisory Board

RECOMMENDATION:

Adopt a Resolution approving the appointment of Alvina Miguel-Leon to the Transit Advisory Board

SUMMARY:

The City's Transit Advisory Board (TAB) was established by the City Council in March 1996 to serve in an advisory capacity to transit staff and the City Council on matters pertaining to the City's public transportation services and operations. The TAB is comprised of seven (7) members with each member of the City Council making a nomination to be considered for appointment by the Mayor, subject to approval of the City Council by resolution. Councilmember Rodriguez has appointed Alvina Miguel-Leon to the TAB. The Mayor has considered the nomination and has approved the appointment of Ms. Miguel-Leon. The requested action is a resolution of the City Council to approve the appointment of Alvina Miguel-Leon to the TAB.

DISCUSSION:

The TAB was formed to serve in an advisory capacity to the City Council and staff on matters related to public transit. Their duties include the following:

1. Provide oversight and make recommendations regarding the operation of the public transit system including projects, programs, and special studies.
2. Ensure grievance procedures for transit services are followed and enforced.
3. Each TAB member is required to complete two Secret Rider Evaluations bi-annually.

TAB members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text.

Table 1. *Transit Advisory Board Membership*		
Member	Nominating Councilmember	Council District
Andrew Albonico	Mayor Gallegos	At-large Mayor
Jack Porter	Mayor Pro Tem Zacharia	District 1
Alvina Miguel-Leon	**Councilmember Rodriguez**	**District 2**
Marie Luna	Councilmember Montes	District 3
Sipho Munyaradzi	Councilwoman Evans	District 4
Otilia Morales	Councilwoman Mejia	District 5
Cynthia Ortegon	Councilmember Villegas	District 6

Alvina Miguel-Leon has been a community member for 23 years. Ms. Miguel-Leon has been an active community organizer. She currently serves as an Outreach Associate at Rising Sun Center for Opportunity. Through this role, she has become passionate with regards to equity within Madera's transportation services.

At this time, the Mayor has considered the nomination of Alvina Miguel-Leon by Councilmember Rodriguez and is seeking approval from the City Council of the appointment to TAB. Per the Municipal Code, this appointment will be for a term matching the councilmember, or until the replacement is appointed. The councilmember's term ends on December 6, 2028. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact as TAB members volunteer and are not compensated.

ALTERNATIVES:

Council may direct staff to seek additional applications to serve on the Transit Advisory Board.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Alvina Miguel-Leon

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF ALVINA MIGUEL-LEON TO THE CITY OF MADERA TRANSIT ADVISORY BOARD

WHEREAS, the City of Madera has established a Transit Advisory Board (TAB) to serve in a volunteer capacity to fulfill the duties of the TAB as provided in their adopted bylaws; and

WHEREAS, TAB is comprised of seven (7) citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Councilmember Rodriguez has nominated Alvina Miguel-Leon to be considered for appointment to TAB for a term concluding December 6, 2028, or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Councilmember Rodriguez has considered the above-named nominated individual and has appointed Alvina Miguel-Leon; and

WHEREAS, Alvina Miguel-Leon has expressed desire to serve on the TAB.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The Council approves the appointment of Alvina Miguel-Leon to TAB for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code.

3. This resolution is effective immediately upon adoption.

* * * * * * * * * * * *

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

_____ ADA Advisory Council

_____ Airport Advisory Commission

_____ Beautification Committee

_____ Civil Service Commission

_____ CDBG Block Grant Commission

_____ Loan Review Committee

_____ Planning Commission

__X__ Transit Advisory Board

_____ Other: _____

Please type or print in ink.

Miguel-Leon	**Alvina**	**C**
LAST NAME	FIRST NAME	M.I.
[redacted]		[redacted]
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		[redacted]
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
		[redacted]
EMPLOYER	JOB TITLE	BUSINESS PHONE

Length of residence in the City of Madera:	Have you ever been convicted of a felony?	Are you 18 years of age or older?
Years **23** Months **7**	Yes _____ No **X**	Yes **X** No _____

Educational background:

B.S. in Criminology – Law Enforcement, California State University, Fresno (2024)

A.S. in Early Childhood Education, Madera Community College (In Progress)

High School Diploma, Madera South High School (2020)

Please list any organizations of which you are a member and any offices you have held in those organizations:

Please list any appointed public boards or commissions on which you have served, dates of service, and any chairmanship or office held:

None yet (first-time applicant)

I am interested in serving for the following reasons:

As a lifelong Madera resident and community organizer, I'm passionate about improving access, safety, and sustainability in our city's public transportation system. My experience in outreach and community engagement has shown me how transportation directly impacts residents' access to jobs, education, and essential services. Through my work with local community programs and as an Outreach Associate at Rising Sun Center for Opportunity, I've learned the importance of equitable resource distribution and community feedback. I hope to contribute that perspective to ensure Madera's transit system reflects the needs of all riders, especially youth, working families, and underserved communities.

References (optional):

11/06/25

Date

Alvina C. Miguel-Leon

Signature

Please return completed application to:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West 4th Street, Madera, CA 93637
cityclerkinfo@madera.gov
(559) 661-5405

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-14

SUBJECT:

2022-23 SB-1 (3R & ADA) Seals and Overlays, City Project No. R-81

RECOMMENDATION:

Adopt a Resolution:

1. Approving the contract award for 2022-23 SB-1 (3R & ADA) Seals and Overlays, City Project No. R-81, in the amount of $956,074 to Avison Construction, Inc.
2. Determining the project is Categorically Exempt pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA)

SUMMARY:

On December 2, 2025, the City of Madera (City) received six bids for the 2022-23 SB-1 (3R & ADA) Seals and Overlays, City Project No. R-81 (Project). The Project is funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act), Local Partnership Program (LPP) and Measure T. Avison Construction, Inc. submitted the lowest responsive and responsible bid. LPP funds stipulate a deadline to award the project of December 31, 2025.

DISCUSSION:

The general scope of work consists of removing deteriorated sections of asphalt concrete, paving with new asphalt concrete, surface seal treatments, pavement rehabilitation, and replacing pavement markings and striping. The project will improve the overall pavement condition and extend the service life of approximately 1.6 miles of roadway. The streets to be addressed are shown on the Project Map (See Attachment 1) and noted below:

- Kennedy Street (From Tulare Street to Jericho Drive)
- W Almond Avenue (From Santa Bonita Street to Monterey Street)
- Granada Drive (From Almond Avenue to Cherry Tree Drive)

- Schnoor Avenue (From 195 ft South of Modoc Street to Howard Road)
- Schnoor Avenue (From Howard Road to Sunset Avenue)
- Clinton Street (From Lilly Street to Fig Avenue)

On November 3, 2025, the City released the Project for public bidding on the PlanetBids web portal and regional builder exchanges. In addition, the City staff also reached out to local firms that hold the appropriate licenses required for this type of work to better ensure qualified local participation. Also, an Advertisement for Bids was duly published in the Madera Tribune on November 1st and November 12th of 2025.

On December 2, 2025, six bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. The bids received are summarized in Table 1.

Table 1: *Bid Overview*

Bidder	Bid
1. Avison Construction, Inc.	$956,074.00
2. Terra West Construction, Inc.	$981,075.00
3. VSS International, Inc.	$994,211.00
4. United Pavement Maintenance, Inc.	$1,028,791.75
5. Cal Valley Construction, Inc.	$1,109,684.00
6. QA Constructors, Inc.	$1,229,150.03
Engineer's Opinion of Cost	*$1,386,392.75*

The project construction budget based on award to the low bidder and funding sources are outlined in Table 2.

Table 2: *Project Budget*

Line Item	Amount
Avison Constructions, Inc. Contract	$956,074
Construction Management, Inspection and Testing	$80,000
Project Contingency	$95,608
Total Project Budget	**$1,131,682**
Funding Source	
CRRSAA	$303,000
LPP	$334,000
Measure T – RTP/3R	$750,000
Total Funding Source	**$1,387,000**

Avison Construction, Inc. submitted the lowest responsive, and responsible bid that meets the contract requirements.

Staff recommends award of the project to Avison Construction, Inc in the amount of $956,074 and inclusion of a provision for 10 percent of contract amount for allowable project contingencies as approved by the City Engineer.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that this project would be categorically exempt pursuant to CEQA Guidelines section 15301, Class 1 (Existing Facilities), as the project would consist of the maintenance and minor alterations to reseal and maintain existing parking lots at existing City facilities involving negligible or no expansion of use. Further, none of the exceptions under CEQA Guidelines section 15300.2 are applicable.

FINANCIAL IMPACT:

The Project is programmed in the Capital Improvement Program (CIP) FY 25/26 budget with the funding noted in Table 2. Any remaining funds in the project budget will be released back to the Measure T-RTP/3R Program funds.

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and would result in loss of LPP funding by not meeting award deadlines.

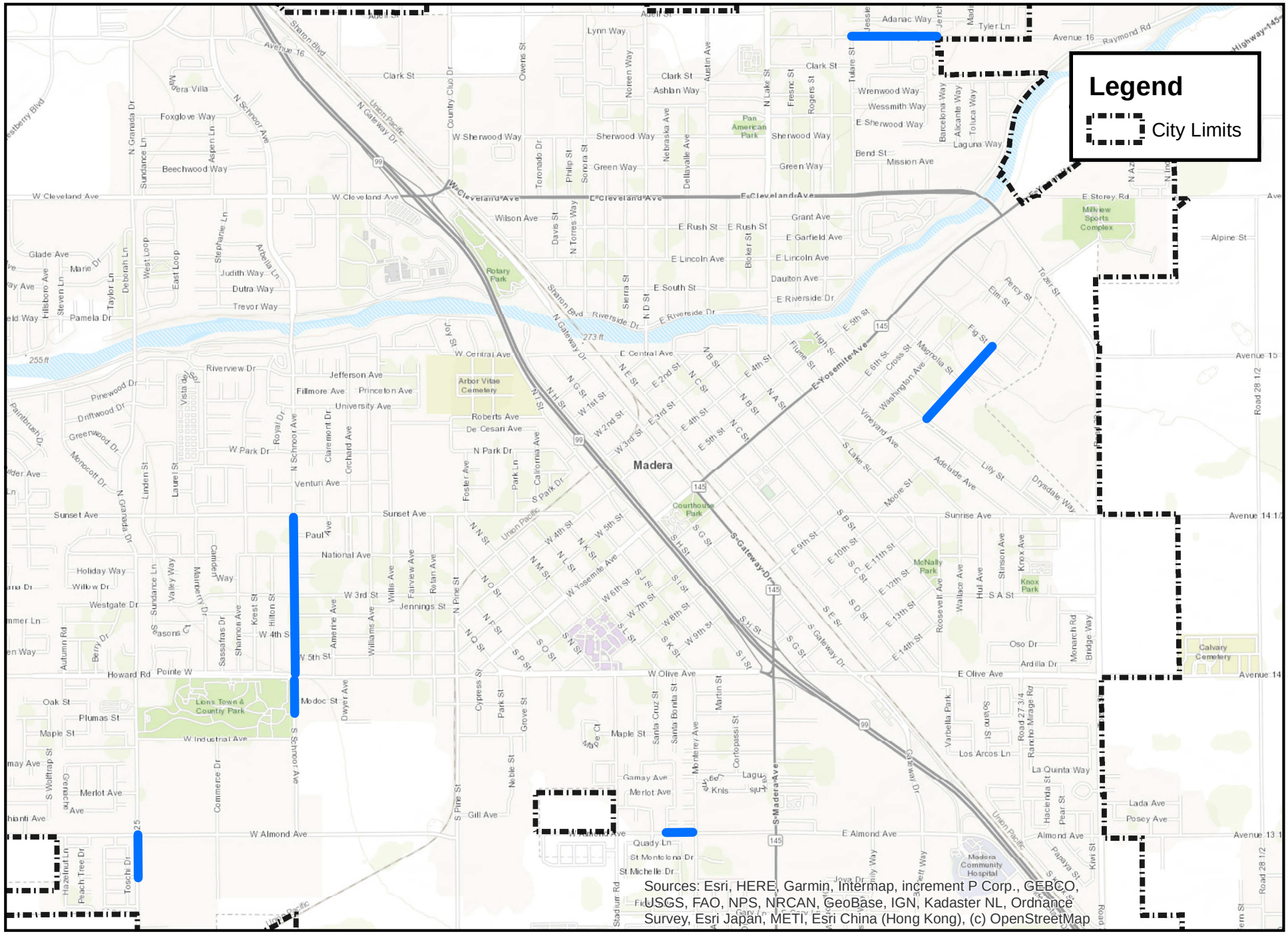
ATTACHMENTS:

1. Project Map
2. Resolution - Contract Award
    a. Exhibit A – Contract Agreement

Attachment 1

Project Map

City Project R-81 2022-23 SB-1 (3R & ADA) Seals and Overlays



Attachment 2

Resolution

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR 2022-23 SB-1 (3R & ADA) SEALS AND OVERLAYS, CITY PROJECT NO. R-81 IN THE AMOUNT OF $956,074 TO AVISON CONSTRUCTION, INC AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on November 3, 2025, the Engineering Department advertised a solicitation for construction bids for 2022-23 SB-1 (3&R ADA) Seals and Overlays, City Project No. R-81 hereinafter referred to as "the Project"; and

WHEREAS, six bids were received on December 2, 2025; and

WHEREAS, Avison Construction, Inc. submitted the lowest bid and was deemed a responsive and responsible bidder; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2025/26 under Capital Improvement Program (CIP) Project R-81.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all the information presented including the report to Council from the Engineering Department.
3. Council finds and determines that a Class 1 Categorical Exemption (Existing Facilities) set forth in the California Environmental Quality Act (CEQA) Guidelines, Section 15301, applies to this project, as the project would consist of the maintenance and repair of existing streets. Further, none of the exceptions under CEQA Guidelines Section 15300.2 are applicable.
4. The City finds that Avison Construction, Inc. is the lowest responsible and responsive bidder.
5. The contract for the Project in the amount of $956,074 to Avison Construction, Inc., a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.
6. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer.
7. This Resolution is effective immediately upon adoption.

****

Exhibit A

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, between the City of Madera, hereinafter called "**OWNER",** and **Avison Construction, Inc** , doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the **2022-23 SB-1 (3R & ADA) SEALS AND OVERLAYS CITY PROJECT NO. R-81**

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of **$ 956,074.00**, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors

Plans and Specifications prepared or issued by the City of Madera entitled "2022-23 SB-1 (3R & ADA) SEALS AND OVERLAYS CITY PROJECT NO. R-81" dated November, 2025

Addendum No. 1, dated November 19, 2025
Addendum No. 2, dated November 24, 2025
Addendum No. 3, dated November 25, 2025

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of One Thousand Eight Hundred ($1,800.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall total compensation exceed **$956,074.00** except as may otherwise be authorized in writing per Section 16. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

2. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

3. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of

Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 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.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council 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, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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, the Owner 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 the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified

in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, 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.

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

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in 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 Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Reserved.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor

presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records 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 in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship

Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is

specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-40 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **[Name of Successful Bidder]**. may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Avison Construction, Inc** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **Avison Construction, Inc**;
2. A failure by **Avison Construction, Inc** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Avison Construction, Inc** to City.

In no event shall any payment by City or acceptance by **Avison Construction, Inc** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **Avison Construction, Inc** the repayment to City of any funds disbursed to **Avison Construction, Inc** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93637

To the Contractor **Avison Construction, Inc**

Notices. All notices and communications from the **Avison Construction, Inc** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Fresno.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **Avison Construction, Inc** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **Avison Construction, Inc** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Avison Construction, Inc** in connection to the Project and correctly sets forth the obligations of the City and **Avison Construction, Inc** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **Avison Construction, Inc** nor City will assign its interest in this Agreement without the written consent of the other.

28 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

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.

California Notary acknowledgement required to be attached.

State of California

County of _____ } ss.

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

Personally appeared _____
Name(s) of Signer(s)

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 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

Place Notary Seal/Stamp Above

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-15

SUBJECT:

Grant from the California Department of Justice authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 in the amount of $394,197

RECOMMENDATION:

Adopt a Resolution authorizing the City Manager to execute the Memorandum of Understanding with the Department of Justice and related documents accepting grant award for$394,197

SUMMARY:

On November 21, 2025, the California Department of Justice (CDOJ) notified the City that it was a recipient of the California Healthcare, Research and Prevention Tobacco Tax Act Grant Program in the amount of $394,197. This item would allow the City to accept said funds.

DISCUSSION:

Approved by California voters in 2016, Proposition 56 increased taxes on cigarettes and other tobacco products by $2.00 per pack beginning in April 2017. The initiative allocates a portion of annual revenue to the CDOJ. For Fiscal Year 2024/25, approximately $28.5 million was available statewide to support local enforcement efforts to reduce the illegal sale of tobacco products to minors.

Grantees may use grant funds to enforce a local ordinance or State law related to the illegal sale and marketing of tobacco products, including e-cigarettes, to minors and youth, including, but not limited to:

- Retailer compliance checks
- Retailer training programs
- Public education outreach
- Parent engagement and education

- Tobacco retail license inspection
- Preventing and deterring use of tobacco products on school premises

The City was awarded a total of $394,197 and the requested action by Council is to accept the grant funds. The awarded grant term extends from November 25, 2025, through June 30, 2029, and will cover salary, benefits and administrative costs for one Code Enforcement Officer.

Table 1: *Award Amount for 3 years in the amount of $394,197*

Category of Expenditure	*Fiscal Budget Year*		
	2026/27	*2027/28*	*2028/29*
Personnel Services	$75,204	$77,408	$79,676
Benefits	$46,310	$47,699	$49,130
Administrative Costs (Not to Exceed 5%)	$6,075	$6,255	$6,440
Total per fiscal year	**$127,589**	**$131,362**	**$135,246**

If accepted, all grant expenditures will occur over FY 2026/27, FY 2027/28 and FY 2028/29. As the associated costs will be programmed into those fiscal year budgets, staff is not requesting a budget amendment.

FINANCIAL IMPACT:

Acceptance of the grant award will provide $394,197 in funding over the next three years for education and enforcement of local ordinance or state law related to the illegal sale and marketing of tobacco products, including e-cigarettes, to minors. Because the grant funds are incoming revenue, there is no financial impact to the City's General Fund. After the grant period, the City will be responsible for the total compensation of the Code Enforcement Officer.

ALTERNATIVES:

Council may decline the grant funds or may request additional information.

ATTACHMENTS:

1. Resolution authorizing the City Manager to accept the grant on behalf of the City of Madera
2. Memorandum of Understanding

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AURTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ACCEPTING THE GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF JUSTICE UNDER THE CALIFORNIA HEALTHCARE, RESEARCH AND PREVENTION TOBACCO TAX ACT FOR $394,197

WHEREAS, the City of Madera Police Department (City) is responsible for the safety of the citizens of the community; and

WHEREAS, the City has a desire to prevent the illegal sale and marketing of tobacco products, including e-cigarettes, to minors; and

WHEREAS, the City submitted an application for the California Department of Justice California Healthcare, Research and Prevention Tobacco Tax Gran (Tobacco Grant) to cover the salary and benefits of a full time Code Enforcement Officer; and

WHEREAS, on November 21, 2025, the City received notification that it was awarded the grant of $394,197;

WHEREAS, the City wishes to accept the grant in the amount of $394,197 to fund a full time Code Enforcement Officer for three years to perform tobacco enforcement and education;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The City Manager is authorized to execute the Memorandum of Understanding (MOU), accepting the grant on the City's behalf and execute all required documents necessary for the approval and receipt of funding. A copy of the MOU is attached and incorporated by reference.

3. This resolution is effective immediately upon adoption.

* * * * * * * *

Tobacco Grant Program
Grant Services Branch – Local Assistance
Division of Operations

City of Madera **DOJ-PROP56-2025-26-1-027**

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the Department of Justice ("DOJ") and the City of Madera ("Grantee"), for the purpose of disbursing grant funds to Grantee for reimbursement of expenditures in compliance with the California Code of Regulations and the Fiscal Year 2025-26 Grantee Handbook.

Commencing January 1, 2023, the California Code of Regulations, Title 11, Division 1, Chapter 5: Department of Justice Tobacco Grant Program ("TGP Regulations") shall govern the policies and procedures of the Tobacco Grant Program.

The TGP Regulations, Request for Proposals, Grantee Handbook (dated April 2025), and Summary of Award document are hereby incorporated by reference into this MOU. Grantee will expend funds for the purposes identified in the approved Summary of Award document. Reimbursements are to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, approved by the voters as Proposition 56.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee's actual expenditures in performing the project or scope of work included in the approved Summary of Award document. Reimbursements for line items in the approved Budget Detail will be made upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the TGP Regulations and Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed, if the Budget Act of the current fiscal year and/or any subsequent years covered under the MOU does not appropriate sufficient funds, the MOU shall be of no further force and effect. In the event this situation occurs, DOJ shall have no liability to reimburse/pay any funds to Grantee, or to furnish any other considerations under this MOU. As well, Grantee shall not be obligated to continue performing the provisions of this MOU, for which the Grantee would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, DOJ shall have the option to either cancel this MOU with no liability occurring to DOJ or offer an addendum to the Grantee to reflect the reduced amount.

PROJECT BREACH-TERMINATION

Failure of a Grantee to comply with this MOU or the TGP Regulations shall be treated by DOJ as a breach of contract. If an act of noncompliance occurs, DOJ may take actions described within the TGP Regulations, including termination. DOJ may terminate this MOU and be relieved of any obligation to disburse grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

MISCELLANEOUS PROVISIONS

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Certifications – Grantee certifies that it does not receive funding from a manufacturer, distributor, or advertiser of Cigarettes or Tobacco Products. Grantee further certifies that grant funds will not supplant existing state or local funds dedicated for the same purpose.

TERMS

Grant Duration: **11/21/2025 – 6/30/2029**

Award Amount				
Category of Expenditure	**Budget FY 2025-2026**	**Budget FY 2026-2027**	**Budget FY 2027-2028**	**Budget FY 2028-2029**
Personnel Services	$121,514	$125,107	$128,806	$
Operating Expenses and Equipment	$0	$0	$0	$
Administrative Costs (Not to Exceed 5%)	$6,075	$6,255	$6,440	$
TOTAL AWARD AMOUNT	**$394,197**			

The time limit for reimbursements against this award ends 6/30/2029. Requests for reimbursement received after 7/15/2029 cannot be considered by DOJ.

GRANTEE CONTACT INFORMATION

Felix Gonzalez, Lieutenant
City of Madera
330 S. C Street, Madera CA 93638
(559) 675-4251
fgonzalez@madera.gov

AUTHORIZATION

DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be e-mailed to

TobaccoGrants@doj.ca.gov, care of the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

GRANTEE AUTHORIZATIONS

_____ _____
NAME: Arnoldo Rodriguez Date
Title: City Manager
Agency: City of Madera

_____ _____
NAME: Mike Lima Date
Title: Finance Director
Agency: City of Madera

_____ _____
NAME: Date
Title:
Agency:

DOJ AUTHORIZATIONS

_____ _____
DOJ GRANT MANAGER Date
Division of Operations
California Department of Justice

_____ _____
DOJ FISCAL DIRECTOR Date
Division of Operations
California Department of Justice

_____ _____
DOJ CHIEF OF OPERATIONS Date
Division of Operations
California Department of Justice

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-16

SUBJECT:

Acceptance of $83,794.84 to reimburse the City of Madera for January 2023 winter storm road and storm drain damage

RECOMMENDATION:

Adopt a minute order accepting $83,794.84 in Federal and State of California funds as reimbursement under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and California Disaster Assistance Act for City-incurred expenses for road and storm drain repairs after the 2023 California Severe Winter Storms, Flooding, Landslides, and Mudslides Event

SUMMARY:

President Biden declared a major disaster for the State of California on January 14, 2023, as a result of severe winter storms in the State of California pursuant to his authority under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). This declaration, numbered FEMA-4683-DR-CA, authorized reimbursement through the Public Assistance Program for multiple categories of emergency response and recovery, including repair of roadways and underlying infrastructure damaged in the incident in designated counties in the State of California, including Madera County. The City sought reimbursement for expenditures related to road and storm drain damage that occurred during the applicable disaster date range and has received reimbursement in the amount of $82,151.80 for eligible activities. The requested action is to accept the funds as detailed further in this report.

DISCUSSION:

The Stafford Act is a federal law that outlines how the federal government provides assistance to people, organizations, and governments affected by disasters or emergencies. The Stafford Act allows the President of the United States to declare a disaster or emergency, to prepare and execute the response to that emergency, and to determine the amount of federal assistance needed to address the emergency. The Stafford Act also establishes how costs are shared

between the federal, state, local, and tribal governments. In addition, local government is eligible for financial assistance under the California Disaster Assistance Act (CDAA) for costs incurred as a result of a disaster event.

A State of Emergency was declared in January 2023 for over 75% of the counties in the state due to the California Severe Winter Storms, Flooding, Landslides, and Mudslides Event. President Biden declared a major disaster for all but 11 counties in the State, pursuant to the Stafford Act, identified as FEMA-4683-DR-CA. Under the Stafford Act, certain expenses are eligible for reimbursement depending on the nature of the event. Specific to the California Severe Winter Storms, Flooding, Landslides, and Mudslides Event, the City undertook various emergency response activities and completed permanent repair work. The Federal Emergency Management Agency (FEMA) has various funding categories designated for disasters with different reimbursement amounts and requirements. Specific to road repairs, FEMA has designated such activities as "Category C."

The City submitted Category C expenses for consideration of reimbursement to FEMA. While the City is directly responsible to submit all disaster response projects for consideration in FEMA's online grants portal, the official grant recipient is the State of California, with the City as a sub-recipient of the State. For this disaster, Category C projects were funded 75% by the Federal Government, with additional funds provided by the State of California under CDAA and the remaining balance the responsibility of the City.

As stated, the reimbursement funds at the focus of this report are related to road and underlying storm drain repair activities. The City reviewed expenditures during the applicable dates eligible for reimbursement and identified qualifying expenditures to submit for reimbursement. All eligible expenses for road and storm drain repairs were included in the claim for reimbursement. The reimbursed expenditures included City staff time while working on the road and storm drain repair projects, City equipment, purchased supplies and materials, rented equipment, and contracted services. The work completed under Category C was composed of four projects.

1. Lewis Street and Monterey Street – repair of damaged storm drain and related sidewalk failure;
2. Town and Country Park parking lot – repair of collapsed storm drain and related curb, gutter, and asphalt failure;
3. D Street and Green Way – repair of storm drain and related asphalt failure; and
4. Knox Street and Neplus Way – asphalt failure.

Table 1. *Summary of FEMA-4683-DR-CA Category C Expenditures and Reimbursement*	
Description	*Amount (US Dollars)*
Expenses	
Labor (City employees at fully burdened rate)	33,817.00
Equipment (City-owned)	25,955.11
Materials	9,550.11
Contracted Services	14,478.46
Rented Equipment	3,827.90
Total Expenses	**87,628.58**
Reimbursements	
Federal Public Assistance Grant	65,721.44
California Disaster Assistance Act	18,073.40
Total Reimbursements	**83,794.84**
Costs minus Reimbursements	
Net Costs to City for Road/Storm Drain Repairs	**3,833.74**

Table 1 above represents all known eligible expenses incurred for Category C eligible work under this disaster declaration. These Category C projects are four (4) of several FEMA projects that have been reimbursed to the City in regards to FEMA-4683-DR-CA. Several additional projects are in various stages of review at either the State or Federal level. Upon receipt of future payments, staff will bring additional reports to Council for consideration of acceptance.

FINANCIAL IMPACT:

Two reimbursement checks have been received, one for the 75% Federal cost share and one for the State's CDAA contribution, less an administrative retention. After a successful project closeout, a process where the State audits the documentation submitted for the claim, the State will release the retention amount to the City, which is $1,643.04 for the above-mentioned Category C projects. Funds received to-date have been credited to the original expensing departments for the labor, equipment, materials, rented equipment, and contracted services costs incurred. Table 2 provides a summary by expensing org of the reimbursement credits. Upon receipt of the administrative retention after close-out, funds will be deposited using the same distribution methodology as shown in Table 2.

Table 2. *Summary of Reimbursement Credits by Expensing Org*		
Expensing Org Number	*Expensing Org Description*	*Amount (US Dollars)*
10203010	Streets	58,154.98
10203020	Graffiti Abatement	2,348.53
10204300	Engineering	906.97
10206100	Parks Maintenance	2,378.27
45003090	Drainage/Flood Control	8,840.30
47603630	Street Sweeping	9,348.81
47603730	Tire Clean Up	173.94
	Total	**$82,151.80**

ALTERNATIVES:

At this time, reimbursement has been sought for all known eligible expenses and monies have been credited to the original source of payment. To comply with federal auditing standards regarding these funds, staff does not propose an alternative credit methodology.

ATTACHMENTS:

None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-17

SUBJECT:

Agreement with Alliant Insurances Services, Inc.

RECOMMENDATION:

Adopt a Resolution approving a Consulting Services Agreement with Alliant Insurance Services, Inc., for employee benefits consulting and broker services

SUMMARY:

The City of Madera (City) published a Request for Proposals (RFP) for employee benefits consulting services and broker of record. The City received three (3) proposals. A committee reviewed the proposals and unanimously recommended Alliant Insurance Service, Inc., (Alliant) as the consultant of choice to provide these services.

The recommended action would approve a five (5) year agreement with Alliant to provide these services, with the option to extend by mutual consent for up to two (2) additional years. The annual fee for services will be $45,000.

DISCUSSION:

The City of Madera utilizes the services of a consultant/broker of record for providing health, dental, vision, life, and long-term disability insurance for its employees. The broker additionally assists the City with its optional benefits such as voluntary life insurance, accident and disability insurance, and the Section 125 flexible spending accounts. The City currently has an agreement with Alliant that was awarded by RFP in 2021.

Because the current Alliant agreement is due for renewal in February 2026, staff published an RFP to solicit proposals to provide benefits consulting/broker services. The Finance Department advertised the RFP issuance in compliance with the City's purchasing policy, including through the City's PlanetBids portal. Staff also sent notifications to firms who have requested to be notified of published RFPs for these services, as well as to local firms who provide employee

benefits as part of their insurance firm offerings. Table 1 shows the firms who submitted proposals in alphabetical order, along with their proposed cost to provide the services.

Table 1: *Health Consultant/Broker Proposals Received*		
Firm	*Annual Proposed Rate for Services – Year 1*	*Price Escalator for Years 2-5*
Alliant Insurance Services, Inc.	$45,000	none
J.D. Ostdiek Insurance, Inc.	$48,510	none
USI Insurance Services LLC	$55,000	+$5,000 year 3 +$5,000 year 5

Written proposals were reviewed by a committee, with each member ranking the proposals by force-rank. All committee members unanimously ranked the proposals as shown in Table 2.

Table 2: *Final Ranking of Health Consultant/Broker Proposals*	
Rank	*Firm*
1	Alliant Insurance Services, Inc.
2	USI Insurance Services LLC
3	J.D. Ostdiek Insurance, Inc.

As shown in Table 2, Alliant was ranked by the committee as the consultant of choice. The committee found the depth of services offered compatible with the requested scope of work, with the proposal speaking to how services will be provided specifically to the City, complemented by the fact Alliant provided the lowest cost proposal and has provided excellent service under their existing agreement.

Based on the committee's recommendation, staff has prepared an agreement with Alliant for consideration of approval by the Council. If approved, Alliant will continue in the role as the City's consultant/broker of record through June 30, 2031, with the option to execute two (2) one-year extensions if mutually agreed upon between the City and Alliant. Said extensions will be at the current terms and price should they be effected.

FINANCIAL IMPACT:

The annual fee for services will be $45,000, net of commission, which is equal to the current agreement fee. The City moved to a flat fee model for this type of service many years ago to better control costs. If not a flat fee arrangement, the consultant receives a commission added to employee insurance premiums, with the commission percentage being set by the carrier and the City having no control over that amount. The flat fee arrangement is a method of cost containment.

As there is no increase to the current fee, there are adequate funds in the current year adopted budget for these services. The price will remain the same through Fiscal Year 2030-31, or if extended, through Fiscal Year 2032-33.

ALTERNATIVES:

Council may direct staff to re-publish the RFP.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Health Benefits Consulting Services Agreement

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CONSULTING SERVICES AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC., FOR EMPLOYEE BENEFITS CONSULTING AND BROKER SERVICES

WHEREAS, the City of Madera (City) has a need for health and welfare insurance broker/consulting services to assist the City in providing its employees comprehensive health and welfare insurance benefits in an efficient and economical manner; and

WHEREAS, the City published a Request for Proposals (RFP) for the contemplated services and received three (3) proposals; and

WHEREAS, the proposals received in response to the RFP were reviewed by a committee and the final outcome of that review was a unanimous recommendation to retain Alliant Insurance Services, Inc. (Alliant), to provide health and welfare insurance broker/consulting services to the City; and

WHEREAS, Alliant is a firm having the necessary experience and qualifications to provide the requested services to the City; and

WHEREAS, a Consulting Services Agreement has been prepared that is in the best interest of the City and Alliant.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The Consulting Services Agreement between the City of Madera and Alliant Insurance Services, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein, is approved.

3. This resolution is effective immediately upon adoption.

* *

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND ALLIANT INSURANCE SERVICES, INC.

This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and Alliant Insurance Services, Inc., ("Consultant"). This Agreement shall be effective on the date signed by City which shall occur after execution by Consultant ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, to select a consultant to provide Employee Benefit Consultant/Brokerage Services (Services).

B. Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by reference. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein.

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue in full force and effect through June 30, 2031, unless otherwise terminated by the City. The term may be extended by the City Manager in writing, if mutually agreed to at least 60 days in advance of expiration, for a period not to exceed two (2) additional one-year extensions.

   a. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify

City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

b. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.

3. Consultant's Fees and Compensation.

a. City shall compensate Consultant for rendering the Services pursuant to the Scope of Work in Exhibit A a flat fee of $3,750 per month.

b. Consultant shall invoice City monthly on a prospective basis for consulting fees. Invoices shall be submitted by email to:

Wendy Silva
Director of Human Resources
wsilva@madera.gov

c. City shall independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement. Any billing disputes brought forth by the City must be submitted within fourteen (14) days of the receipt of the billing statement. Such disputes will be submitted by electronic mail (email) to the billing contact provided by Consultant. Billing contact for Consultant:

Reagan Peralta
Assistant Vice President
rperalta@alliant.com

d. Payment to Consultant for work performed under this Agreement shall not be deemed to waive any defects in work performed by Consultant.

e. Service Guarantee: Alliant agrees to place 10% of its annual consulting fee at risk with the following categories of the Service Guarantee:

i. Execution of Scope of Work (5%) – the City's satisfaction with deliverables in the Scope of Work.

ii. Service and Support (5%) – Service and support of the City with decision making tools, attendance at meetings, and assistance for any implementation of new benefits/products and transition to carriers.

iii. At any time, the City can invoke the terms of the guarantee. All categories are based solely on client satisfaction level. The categories noted herein may be modified in writing by mutual agreement between the City and Consultant.

f. Alliant has a separate division within the firm, Alliant Underwriting Services (AUS), that provides Consulting, Underwriting, and Program Management Services to a number of Joint Powers Authorities (JPAs) and Joint Purchasing Pools throughout the country. AUS receives compensation from carriers for services provided to support the operations and administration of a JPA and/or purchasing pools and is a cost including in the premium. Alliant will disclose any AUS fees associated with a joint purchasing program presented to the City. It is understood that the City may be a member of a JPA or purchasing pool serviced by AUS, however these services are not directly provided to the City and therefore not part of the Scope of Work or Compensation contemplated in this Agreement.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and

contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and no less restrictive indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Consultant; and (c) compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and a copy of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four

(4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Consultant's performance of services under this Agreement. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the

term of this Agreement the insurance policies set forth in **Exhibit B** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), to the extent resulting from the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole negligence, errors, omissions, or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

19. Compliance with All Laws. Consultant shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of either party. In the event of an assignment to which either party has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

21. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, emailed, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: Arnoldo Rodriguez, City Manager
City of Madera
205 W. Fourth
Madera, CA 93637
Email: arodriguez@madera.gov

To Consultant: Erin Thomas, Senior Vice President
Alliant Insurance Services
2185 N. California Blvd., Suite 400
Walnut Creek, CA 94596
Email: erin.thomas@alliant.com

Notice shall be deemed effective on the date personally delivered, or transmitted by email, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Either party may update their contact information, including but not limited to mailing address, email address, or phone number, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Attorneys' Fees. If either party is required to commence any proceeding or legal

action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts and by Electronic Signature. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages, and electronic or facsimile signatures (including PDF) shall be deemed original signatures for all purposes. The transmission of an executed counterpart by electronic means constitutes due delivery. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[**SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement on the date(s) set forth below.

ALLIANT INSURANCE SERVICES, INC.

Erin K. Thomas, Senior Vice President

Date: _____

CITY OF MADERA

Cecelia K. Gallegos, Mayor

Date: _____

APPROVE AS TO FORM:

Shannon L. Chaffin, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

EXHIBIT A
SCOPE OF SERVICES

A. Strategy	Frequency
1. Set/review goals and objectives	Annually
2. Evaluate market trends, competitive environment, and culture	Annually
3. Benchmark plan designs, costs, and contributions	As Needed
4. Facilitate planning meetings and prepare executive-level documents as necessary	Annually/As Needed
5. Evaluate funding options for coverages	As Needed
6. Develop and manage service/benefit calendar	Annually
7. Attend PRISMHealth and PRISM Employee Benefits Committee Meetings	Ongoing
8. Bi-weekly call with the City	Bi-Weekly
B. Financial and Renewal Management	
1. Prepare pre-renewal analysis to guide renewal strategy	Annually
2. Initiate renewals with vendors, negotiate annual rates and terms and conditions	Annually
3. Conduct self-insured underwriting analysis for ancillary coverages	As Needed
4. Price and model plan design alternatives	As Needed
5. Model employee contributions	Annually/As Needed
6. Provide the financial impact of new regulation(s)	As Needed
7. Evaluate carrier and plan options available both from the direct market and through proprietary purchasing pools available to public agencies	As Needed
C. Medicare & Individual Support Services	
1. Alliant Medicare Solutions - AMS Complimentary AMS provides tailored and guided Medicare support. Provides access to licensed AMS agents via toll-free number for employer/Medicare healthcare options, evaluation, and assistance with Medicare enrollment, as applicable.	Ongoing
2. Alliant Individual Health Solutions (AIHS)	Ongoing
D. Marketing and Placement Support	
1. Prepare request for proposals (RFP) - evaluate potential vendors and develop bid specifications	As needed
2. Conduct detailed bid analysis – compare financial and quality responses, network access and optimization comparisons, review plan designs, evaluate alternative cost and funding alternatives, negotiate performance guarantees	As needed
3. Facilitate finalist meetings and scorecard analysis; negotiate best and final rates	As needed

4. Implementation support: facilitate project plan management, review administrative agreements, and contract terms and conditions	As needed
5. Voluntary Benefits – Overview, Marketing, Results, Implementation, Ongoing Services	As needed/Ongoing
E. Vendor Management	
1. Manage and regularly evaluate insurance carrier and service provider relationships	Ongoing
2. Utilization review meetings	Annually
3. Support escalated claim or plan design issues	Ongoing
4. Review plan document changes (contracts, policies, SBCs)	Annually
5. Stewardship Report	Annually
F. Health, Well-being, and Productivity (Wellness)	
1. Assist in education and promotion of current well-being programs and point solutions	Ongoing
2. Provide access to a standard communication toolkit, including a monthly newsletter, annual communications calendar, health educational flyers, and materials on relevant health conditions and well-being initiatives, as well as PRISM-specific information available	Ongoing
3. Share clinical opinion guides and infographics on common topics such as preventive care, cancer, diabetes, stress, screenings, and biometrics	As needed
4. Provide templates for employee and employer surveys and assessments	As needed
5. Provide Annual Wellness Communications Calendar	Annually
6. Access to Alliant Wellness Consultant	As Needed
G. Compliance & HR Resources	
1. Compliance Audit & Review of Findings	As Needed
2. HIPAA Compliant Toolkit	As Needed
3. Offer ongoing education through webcasts, podcasts, white papers, legislative alerts, FAQ's and weekly Friday Fast Facts	Weekly/Ongoing
4. Provided Q&A support by the designated Alliant compliance consultant	Ongoing
5. Provide a consolidated annual notices package that includes the main Federal requirements, including Medical Part D, HIPAA privacy, Women's Healthcare Rights Act	Annually
6. Podcast "Compliant with Alliant"	Ongoing
7. HR Workplace Services (HRWS) Membership & Advisory Services	Ongoing
8. COBRA , FSA & ACA Administration Vendor Marketing & Customer Service Support	Ongoing
H. Communications	
1. Meetings – Meet with City HR team, City Leaders, City Council, Employees, and Unions/Labor Groups	As Needed

2. Facilitate communication strategies for open enrollment and new hires	Annually
3. Assess current communication materials provided by vendors and developed in-house	Annually
4. Draft open enrollment materials based on Alliant's template materials (CampaignBuilder), including announcement letter/email, open enrollment PowerPoint, benefit guide (up to 3 revisions), flipping book, videos	Annually
5. Coordinate vendor materials and supplies to support open enrollment	Annually
6. Provide access to a library of videos and educational materials	As needed
7. Support HR with Open Enrollment	As Needed
8. Health Fairs – Assist the City's HR team with coordination, management, tracking, and attendance at Health Fairs	Annually

EXHIBIT B
INSURANCE REQUIREMENTS

Consultant shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage
Consultant shall 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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an

assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
Except for Professional Liability, all insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, 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 the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation
Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Jamie Hickman, Streets & Storm Drain Manager

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: B-18

SUBJECT:

Reject the bids received for Ready Mix - Concrete Materials

RECOMMENDATION:

Approve a Minute Order rejecting the bids received for IFB 202526-05 Furnish and Delivery of Ready Mix - Concrete Materials

SUMMARY:

On October 20, 2025, the City held a bid opening for Informal Invitation for Bids (IFB) 202526-05, Furnish and Delivery of Ready-Mix Concrete Materials. Two bids were received in response to the solicitation, both of which were evaluated in accordance with the specifications and unit pricing (per cubic yard) requirements set forth in the IFB.

Based on the evaluation, staff determined that both submitted bids exceeded the current unit costs charged by the City's existing on-call supplier that provides materials on an as-needed basis. Although this vendor did not submit pricing under the IFB, the existing pricing structure remains significantly lower than the bid pricing received. In alignment with the City's obligation to ensure prudent expenditure of public funds and obtain best value for materials, staff recommends that both bids received under IFB 202526-05 be formally rejected. Staff further recommends continuing to purchase concrete materials using the current uncontracted vendor to ensure the best value to the City.

DISCUSSION:

The City has been aggressively repairing damaged sidewalks throughout the community. Although the condition of maintenance of sidewalks are the responsibility of the adjoining property owner, the City was fortunate to receive Community Block Development Grant (CDBG) funding to repair damaged sidewalks within eligible program areas. Earlier this year, the City

received a new round of CDBG funding, which has allowed the City to continue repairing sidewalks in both CDBG and non-CDBG eligible areas. Moreover, the City has been actively repairing sidewalks at public facilities such as parks and the airport.

In an effort to purchase ready-mix concrete at the most economically favorable price, City staff contacted local suppliers and consistently purchased concrete from a single vendor based on price. To streamline the purchasing process, staff issued an IFB to establish a Purchase Order (PO) which would further simplify the purchasing process.

On October 20, 2025, staff advertised IFB 202526-05 soliciting bids for the Furnish and Delivery of Ready-Mix Concrete Materials in accordance with the California Public Contract Code (PCC) and the City's purchasing policy. In addition to notifying vendors registered through the City's electronic bidding portal, PlanetBids (18 firms registered with the City and an additional 250 firms registered through the platform), staff also contacted six (6) local suppliers and distributed the solicitation to seven (7) plan rooms. Two bids were received by the November 21, 2025 deadline.

Table 1: *Bids*

Bidder	Bid Per cubic yard
Outback, Inc.	$226
Crown Short Load Concrete	$296

It should be noted that the City currently pays approximately $138 Per cubic yard. The low bid of $226 per cubic yard represents an increase of $88 per cubic yard, and the second bid is higher still. Both bids represent significant cost increases in compared to current pricing.

Under Public Contract Code (PCC) §22038, the City is permitted to reject all bids, provided that written notice is furnished to the apparent low bidder at least two (2) business days prior to Council consideration of the rejection. Purchasing issued the required notices on December 12, 2025.

Pursuant to PCC §22038, the City now has the following options:

1. Abandon the project or readvertise for bids in the manner prescribed by this article; or
2. By passage of a resolution adopted by four-fifths vote of the Council declaring that the work can be performed more economically by City forces, proceed with the work by force account labor without further compliance with bidding requirements.

Additionally, the City's bid documents expressly state that the City reserves the right to reject any or all bids for any reason.

Although two bids were received, the current vendor's existing pricing remains significantly lower than the proposals submitted through the IFB process. Based on this price differential, staff

recommends rejecting all bids and continuing services with the existing approach as it represents the most cost-effective option for the City.

FINANCIAL IMPACT:

The current vendor's pricing of $138 per cubic yard represents an approximate 39 percent lower cost compared to the lowest bid of $226 received during this solicitation. Although two bids were submitted, bids were significantly higher than the current vendor's existing rate and accepting any of the submitted bids would result in a substantial and unnecessary increase to operating costs.

The project is fully funded in the current adopted fiscal year budget. A total of $230,047 in CDBG funds is available for the FY 26 Sidewalks Project, of which $130,000 is specifically allocated for materials, including concrete delivery, furnishing, and other supplies required for this work. The remaining CDBG balance is designated for staff salary costs associated with the project. In addition, approximately $102,000 is allocated in the Public Works Streets Maintenance and Operations Fund for concrete delivery. There is no anticipated impact to the General Fund.

ALTERNATIVES:

As an alternative, Council may:

1. Deny the request to reject the bid received, and award to the lowest bidder.
2. Reject the bid received and readvertise the project.

ATTACHMENTS:

1. Notice of Bid Rejection

Attachment 1

Date:_____

CONTRACTOR
COMPANY
ADDRESS
CITY STATE ZIP

SUBJECT: Rejection of Bids, IFB 202526-05 Furnish and Delivery of Ready – Mix Concrete Materials.

Dear _____:

The City has made a determination to reject all bids received on November 21, 2025 for IFB 202526-05 Furnish and Delivery of Ready – Mix Concrete Materials. Bid bonds submitted with bids will be returned to bidders.

Sincerely,

Jennifer Stickman
Procurement Services Manager

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: D-1

SUBJECT:

Irrigation system assessment at the Madera Municipal Golf Course

RECOMMENDATION:

This item is being presented at the request of the Golf Course Advisory Committee (GCAC) which is recommending that the City enter into a consultant service agreement for an irrigation system assessment at the Madera Municipal Golf Course and a budget amendment to appropriate existing funds within the golf course capital expense account

SUMMARY:

The GCAC was established by the City Council on September 6, 2023, with the appointment of a 7-member body. The purpose of the GCAC is to advise the City on matters related to the Madera Municipal Golf Course. The committee is taking a proactive approach by prioritizing maintenance and implementing improvement initiatives.

Over the past two years, the GCAC has focused on addressing various deferred maintenance issues at the golf course. Improvements to date have included, but are not limited to, restroom renovations, flooring, and HVAC system replacements. Table 1 identifies funding. It is noted that funding for the golf course originates from the following sources:

1. Sierra Golf Management (SGM) and the Clubhouse tenant (i.e., Sugarpine Smokehouse): Per the 9th Amendment approved by Council on June 21, 2023, each contributes $25,000 towards capital improvements for a total of $50,000.

2. City:

a. Per the 9th Amendment, the City contributes $25,000 towards capital improvements.
b. Per Council direction May 1, 2024, all net revenues that the City receives is to be allocated towards the capital program. Said figure fluctuates.

Table 1: *Golf Course Capital FY 23/24 - FY 25/26 (YTD as of 12/10/25)*			
Transaction Type	**FY 2023/24**	**FY 2024/25**	**FY 2025/26 (YTD)**
Revenue and Carryover			
Capital Carryover	-	$55,368.37	$87,807.62
Operating Carryover	$29,293.37	$92,409.76	-
Revenue	$75,000.00	$50,000.00	$50,000.00
Total Revenue and Carryover	**$104,293.37**	**$197,778.13**	**$137,807.62**
Expense			
Women's Bathroom Remodel	$45,300.00	-	-
Bathroom Repair	$900.00	-	-
Kitchen Repairs	$2,725.00	-	-
Air Conditioning Unit Replacement	-	$39,168.51	-
Men's Bathroom Remodel	-	$47,000.00	-
Restaurant Door Replacement	-	$11,180.00	-
Clubhouse Flooring Replacement	-	$12,622.00	-
Air Conditioning Unit Replacement	-	-	$23,211.30
Air Conditioning Repair	-	-	$120.15
Air Conditioning Repair	-	-	$1,262.00
Total Expenses	**$48,925.00**	**$109,970.51**	**$24,593.45**
Total	**$55,368.37**	**$87,807.62**	**$113,214.17**

DISCUSSION:

While many improvements have been made over the years, funding considerations have influenced decisions regarding maintenance. The GCAC has held numerous robust discussions about the best ways to address outstanding maintenance items, some of which are listed below:

- Painting
- Updating the driving range (new mats, cover, lights)
- Slurry sealing the parking lot
- Solar installation
- Irrigation system
- Pump station
- Additional HVAC replacement

United States Golf Association (USGA) Site Inspections

The USGA conducted two site audits in 2023 and 2024. Both audits produced reports recommending the city consider upgrades to the pump and irrigation system. Observations provided by USGA are as follows:

1. Antiquated System: The irrigation system is now over 30 years old. Most courses will replace irrigation satellites, sprinklers, and lateral and mainline valves between 15 and 25 years of use. Many also replace the entire irrigation system, which typically includes installing new field satellite controllers, upgrading central control hardware and software, and improving irrigation infrastructure around green surrounds and putting greens.

2. System Limitations: The irrigation system does not deliver water adequately and efficiently to this golf course. The system only delivers about 1,200 gallons per minute, which is only about 40% of what a typical golf course will pump out to an 18-hole golf course. This means not enough water can be delivered to the golf course during an evening irrigation cycle, and the time in which to apply water is 11 to 13 hours. A system with adequate pressure and flow could deliver more water in a window of only about six hours. The long water window creates wet conditions for golfers playing early in the morning and does not facilitate deep watering.

3. Multiple Sprinklers Per Valve: There are two to three sprinklers per station and, in some cases, five to six sprinklers per station. This means limited ability to apply site-specific water and results in inefficient use of water and overwatering.

4. Inconsistent Spacing: The spacing among the sprinklers is inconsistent, which results in localized wet and dry areas.

5. Valves Not Working: Mainline and lateral line valves are not working properly. This means that to conduct any repairs across the golf course, the team must shut off the pump station. During the summer months, this is a significant inconvenience and puts turfgrass throughout the golf course at risk of failure.

6. Pump Station in Poor Condition: The pump station is in very poor condition and is exposed to the elements.

7. No Independent Watering: Irrigated turf was removed several years ago. It was reported that the team now irrigates only about 75 acres of turf compared to about 105 acres of turf several years ago. However, the sprinkler design is not set up to independently water only these 75 turf acres. This means water is applied where it is not needed.

8. Poor Sprinkler Design Around Greens: There are full-circle sprinklers around greens, which means water must be applied to green surrounds and bunkers when greens are

watered. Ideally, greens would be watered with part-circle sprinklers designed only for the greens to allow deep watering of greens without flooding bunkers.

The GCAC, during its most recent meeting, determined that the issues raised within the USGA report related to the irrigation system are a high priority. The committee envisions hiring a consultant to conduct an audit of the irrigation system would be beneficial in identifying inefficiencies and prioritizing the associated timing and costs of the identified needs.

Preliminary budget estimates suggest that the expected cost for this audit will be between $10,000 and $15,000.

FINANCIAL IMPACT:

There are sufficient funds available in the Golf Course Capital Improvement (CIP) Fund. This request is regarding consulting services, and the available funding is designated specifically for capital expenses. Therefore, if the council directs staff to proceed, approval to reallocate some existing funds will also be necessary.

ALTERNATIVES:

No alternatives to request Council direction.

ATTACHMENTS:

No attachments.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: D-2

SUBJECT:

Purchase of Two Replacement Gearboxes for the Wastewater Treatment Plant Aeration System

RECOMMENDATION:

Adopt a Resolution authorizing the purchase of two (2) replacement gearboxes for the Wastewater Treatment Plant (WWTP) aeration system from WesTech Engineering, LLC for $145,065.25

SUMMARY:

The aeration system at the Wastewater Treatment Plant relies on gearboxes to transfer power from the drive motors to the aerators, enabling proper oxygenation and mixing within the treatment process. Two of the gearboxes have reached the end of their useful service life and are exhibiting wear consistent with long-term operation. Replacing these units at this time will support continued system reliability, maintain operational efficiency, and ensure the aeration process remains compliant with regulatory performance standards.

DISCUSSION:

The WWTP utilizes three oxidation ditches, where microbes eat organic pollutants in the influent flow. Mechanical aerators circulate and mix the mixed liquor suspended solids (MLSS). Prior to reaching the oxidation ditch, the influent flow goes through a bar screen and grit removal. It then travels to the oxidation ditch. Each oxidation ditch is equipped with two gearboxes that transfer mechanical power from the motors to the aerators to aerate and move large volumes MLSS. A total of six gearboxes operate concurrently to maintain proper aeration. Two of the gearboxes are in need of replacement.

History of Repairs

During Fiscal Year 2016/2017, two gearboxes were removed and rebuilt due to long-term internal wear. Although plant aeration operations continued with the remaining gearboxes in service, the rebuild process revealed that several core internal components exceeded typical lifecycle expectations. Replacement parts, including internationally manufactured specialty gearing,

require extended lead times. As a result, transitioning from individual internal rebuilds to full gearbox replacements at end-of-service life is recommended in this instance.

Current Need

The WWTP aeration system utilizes six gearboxes that operate continuously under high-load and high-moisture conditions typical of wastewater environments. Two of the gearboxes have now reached their expected service life and are exhibiting wear indicators consistent with long-term mechanical use.

In alignment with prior lifecycle replacement practices, staff is recommending replacement of these two units at this time. Doing so will support continued system efficiency, maintain reliable aeration performance, and reduce the likelihood of future unplanned downtime.

Procurement Process

An informal Invitation for Bids (IFB 202425-04) was released on November 4, 2024, and posted on the City's web based bidding platform, PlanetBids. The solicitation was sent to 64 firms registered with the City, and an additional 250 firms registered through other agencies. Eighteen firms initially expressed interest, and three submitted bids by the December 5, 2024 deadline. A summary of bids received can be found in Table 1.

City staff reviewed all three bid submissions for completeness, compliance with the solicitation requirements, and responsiveness. Following this, the results were provided to the Wastewater Treatment Plant Manager along with a recommendation to award to the lowest responsive and responsible bidder, WesTech Engineering LLC.

Table 1: *Bid Summary*

Firm	Bid
WesTech Engineering, LLC	$145,065.25
Sentry Equipment Corp	$192,942.62
Industrial Electrical Co.	$199,262.27

If approved, the new gearboxes are expected to arrive approximately six months after order placement and installation is anticipated to take several days. The remaining four gearboxes are currently operating within normal parameters and will continue under routine monitoring.

Once the replacement units are installed and operational, staff will schedule a phased evaluation of the remaining gearboxes. This approach allows the WWTP to maintain full aeration functionality while assessing two gearboxes at a time for internal condition, wear, and service life. Based on those findings, staff will determine whether the remaining gearboxes are candidates for continued use, rebuild, or future replacement.

FINANCIAL IMPACT:

As part of the FY 2025/26 Adopted Budget, Council approved an appropriation of $160,000 to cover the cost of purchasing these two aerator gearboxes. As the low bid for these gearboxes is below the appropriated amount, no further budget adjustment is needed. Unused funds would remain in the Sewer Fund.

ALTERNATIVES:

As an alternative, Council may:

1. Reject all bids and direct staff to rebid, understanding this will delay procurement and increase the risk of gearbox failure.
2. Direct staff to explore repairing the existing gearboxes, noting that past repairs required long lead times and may be cost-prohibitive.

ATTACHMENTS:

1. Attachment 1 - Resolution
2. Attachment 2 - Agreement with Westech Engineering, LLC.
    a. Exhibit A – Description of Goods
    b. Exhibit B – Schedule of Compensation
    c. Exhibit C - Insurance Requirements
    d. Exhibit D - Conflict of Interest Disclosure Form

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERAAPPROVING AN AGREEMENT WITH WESTECH ENGINEERING, LLC. FORTHE PURCHASE OF TWO GEAR BOXES FOR THE WASTEWATERTREATMENT PLANT AERATION SYSTEM

WHEREAS, the City of Madera operates three oxidation ditches at the Wastewater Treatment Plant (WWTP), each equipped with gearboxes that support aeration functions necessary for ongoing plant operations and regulatory compliance; and

WHEREAS, the City has previously experienced gearbox wear that required off-site refurbishment, during which internal components exceeded standard maintenance needs, resulting in higher-than-anticipated repair costs; and

WHEREAS, two additional gearboxes are now exhibiting performance concerns, including oil leakage and signs of mechanical wear, indicating that future replacement will be necessary to support reliable operations; and

WHEREAS, continued wear of these gearboxes may reduce aeration efficiency and lead to increased maintenance needs and operational impacts if not addressed within a reasonable timeframe; and

WHEREAS, staff issued a formal Invitation for Bids (IFB) for the purchase of replacement gearboxes, and the lowest responsive and responsible bid was submitted by WesTech Engineering, LLC; and

WHEREAS, the total purchase cost of $145,065.25 is proposed to be funded through appropriations in the Sewer Fund as included in the Fiscal Year 2025/26 Adopted Budget; and

WHEREAS, replacement of these gearboxes is a planned operational and maintenance action that supports long-term system reliability and continued wastewater treatment performance; and

WHEREAS, the City finds it prudent to proceed with replacement at this time in order to maintain consistent aeration capacity, ensure dependable plant operations, and continue compliance with State and Federal regulatory requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council of the City of Madera hereby accepts the proposal received for this Invitation for Bid, and finds Westech Engineering, LLC. has submitted a responsive and

responsible proposal and awards the Agreement for the Purchase of Goods for IFB No. 202425-04, Aerator Gearboxes for Wastewater Treatment Plant (WWTP) Oxidation Ditches which is attached hereto as Exhibit A and incorporated herein.

3. The City Council does hereby direct staff to affect the purchase of the two needed gear boxes at the Wastewater Treatment Plant in an expedited manner.
4. The City Council does hereby direct that staff may, for this project only, award this agreement and does hereby delegate authority to the City Administrator to order any action necessary to move this project to completion in an expedited manner.
5. This resolution is effective immediately upon adoption.

*****

Attachment 2

CITY OF MADERA AGREEMENT FOR THE PURCHASE OF GOODS
IFB 202425-04 AERATOR GEARBOXES FOR WASTEWATER TREATMENT PLANT (WWTP) OXIDATION DITCHES

This Agreement for the Purchase of Goods ("Agreement") is made and entered into the 17th day of December, 2025, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND Westech Engineering, LLC hereinafter called "Vendor".

RECITALS

A. City desires to obtain two gearboxes ("Goods") and issued An Invitation for Bid (IFB) for said Goods.

B. Vendor is a firm specializing in providing said Goods and submitted a bid to the City.

C. City desires to retain Vendor to provide said Goods, as detailed further herein.

D. City desires to retain Vendor, and Vendor desires to provide City with Goods, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual Agreements herein, City and Vendor agree as follows:

AGREEMENT

1. Description of Goods. Vendor shall provide, to the satisfaction of City in accordance with this Agreement, Goods described in **Exhibit A, Description of Goods,** and incorporated by herein by this reference.

2. Prices. All prices shall be as stated in **Exhibit B, Pricing,** and are firm and not subject to escalation. This purchase is subject to all applicable California sales and use taxes.

3. Terms of Payment: Payment terms shall be net thirty (30) days from the date of receipt of invoice or acceptance of goods, whichever occurs last. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of goods by City, whichever occurs last. City may set off any amount owed by Vendor to City against any amount owed by City to Vendor under this Agreement. City shall endeavor to pay each invoice within thirty (30) days but shall not be responsible to Vendor for additional charges, interest or penalties due to failure to pay within that period.

4. Delivery Terms. Vendor shall deliver the goods, freight on board (FOB), to:

City of Madera Wastewater Treatment Plant
Attention: Randy Johnson
13048 Road 21 ½
Madera, CA 93638

All shipping charges shall be prepaid by Vendor in full and included in the unit price. Vendor retains title to the goods and risk of loss until the goods have reached the designated destination. Vendor shall prepay all shipping charges, route the goods on the least expensive common carrier in compliance with the required delivery date, and add shipping charges to the invoice as a separate line item.

Goods shall be packaged, marked, and otherwise prepared for shipment by Vendor in suitable containers in accordance with sound commercial practices. Vendor shall include an itemized packing list with each shipment.

The risk of loss shall pass to the City upon delivery.

5. Quantities: Vendor shall deliver the exact quantities specified in **Exhibit B**. City reserves the right to reject incomplete deliveries and to return at Vendor's risk and expense excess quantities delivered.

6. Delivery: Time is of the essence in the performance of this Agreement. If delivery of goods cannot be made at the specified time, Vendor shall promptly notify City of the earliest possible date for delivery. Notwithstanding such notice, if Vendor, for any reason whatsoever, fails to deliver goods within the time specified, City may terminate this Agreement or any part thereof without liability except for goods previously delivered and accepted. City's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy City has under this Agreement or applicable law.

7. Inspection and Rejection: Goods shall be received subject to City inspection, testing, approval and acceptance at City premises notwithstanding any prior payment for such goods. Goods rejected by City as not conforming to this Agreement may be returned to Vendor at Vendor's risk and expense and shall not be replaced by Vendor without written authorization from City. Substitutions are not permitted except upon specific written authorization of City.

8. Warranties: In addition to any other express or implied warranties, Vendor warrants that all goods delivered under this Agreement will be new; suitable for the use intended; of the grade and quality specified; free from all defects in design, material and workmanship; in conformance with all samples, drawings, descriptions and specifications furnished by City; in compliance with all applicable federal, state, and local laws and regulations; and free of liens and encumbrances. These warranties shall not be deemed to exclude Vendor's standard warranties or other rights or warranties which City may have or obtain. At its expense and option, Vendor shall replace or

repair any goods not conforming to the foregoing warranties. If, after notice, Vendor fails promptly to replace or repair any such goods, Vendor shall promptly refund to City the full purchase price paid by City for such goods

9. Compliance with Laws:

(a) Vendor shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans and orders in the performance of this Agreement.

(b) Vendor shall be in full compliance with any and all permit or licensing requirements in connection with the manufacture, sale, shipment and/or installation of the goods specified in this Agreement.

(c) If, in connection with the specified goods, Vendor is required to comply with the Occupational Safety and Health Act's hazardous communications standard, Vendor agrees to provide copies of the applicable Material Safety Data Sheets at the time of delivery of the goods.

10. Safety and Health Requirements: Goods supplied shall comply with all federal and state Occupational Safety and Health Administration requirements and with all California safety and health requirements.

11. Assignment: Neither this Agreement nor any duties or obligations hereunder shall be assignable by Vendor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and Agreements herein contained. In addition, Vendor shall not assign the payment of any monies due Vendor from City under the terms of this Agreement to any other individual, corporation, or entity. City retains the right to pay any and all monies due Vendor directly to Vendor.

12. Patents, Copyrights or Trademarks: Vendor shall hold harmless and fully indemnify City and its officers, employees and agents from all damages or claims for damages, costs or expenses in law or equity that may arise for any infringement of the patent right, copyright or trademark of any person as a consequence of the use by City or any of its officers, employees or agents, of goods supplied under this Agreement.

13. Change Orders: City shall have the right to revoke, amend, or modify this Agreement at any time by issuance of a written Change Order. No verbal revocations, amendments or modifications shall be held binding on City; and City is not required to compensate Vendor for goods not authorized by written Change Order. Vendor's receipt of City's written Change Order without response received by City within ten (10) days or Vendor's shipment or other performance reflecting the change, whichever occurs first, shall constitute Vendor's acceptance of the change without any price or other adjustment.

14. Breach of Contract: Should Vendor breach any of the provisions of this Agreement, City reserves the right to cancel this Agreement upon written notice to Vendor and obtain such goods from another source. If a greater price than that named in this Agreement is paid for such goods, the excess price shall be charged to and collected from the Vendor. City shall have any and all

remedies provided under the Uniform Commercial Code in the event of a breach of contract by Vendor.

15. Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

16. Entire Agreement: This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Vendor, and supersedes all prior negotiations, representations, or Agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Vendor.

17. Indemnification: Vendor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Vendor's performance of its obligations under this Agreement or out of the operations conducted by Vendor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Vendor's performance of this Agreement, the Vendor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

18. Additional or Inconsistent Terms: Any term or condition set forth in any acknowledgment form provided to City by Vendor which is in any way different from, inconsistent with, or in addition to the terms and conditions of this Agreement will not become a part of this Agreement nor be binding on City. Waiver or modification of any term or condition shall occur only if agreed in writing by City.

19. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: Arnoldo Rodriguez
City of Madera
205 W. Fourth
Madera, CA 93637
Email: arodriguez@madera.gov

To Consultant: Jonah McKell
Westech Engineering, LLC
3665 S. West Temple

Salt Lake City, UT 84115
Email: LRichardson@westechwater.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

20. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

21. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

22. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

23. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Vendor in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

24. Public Records. California law requires that the contents of this Agreement be open to inspection and copying by the public.

25. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

26. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

27. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

29. Non-Discrimination. Vendor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Vendor employees or applicants for employment. Vendor shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement on the date(s) set forth below.

CITY OF MADERA (OWNER)

By: _____
Cecelia Gallegos, Mayor

Date: _____

APPROVE AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

VENDOR

By: _____
Vendor (signature)

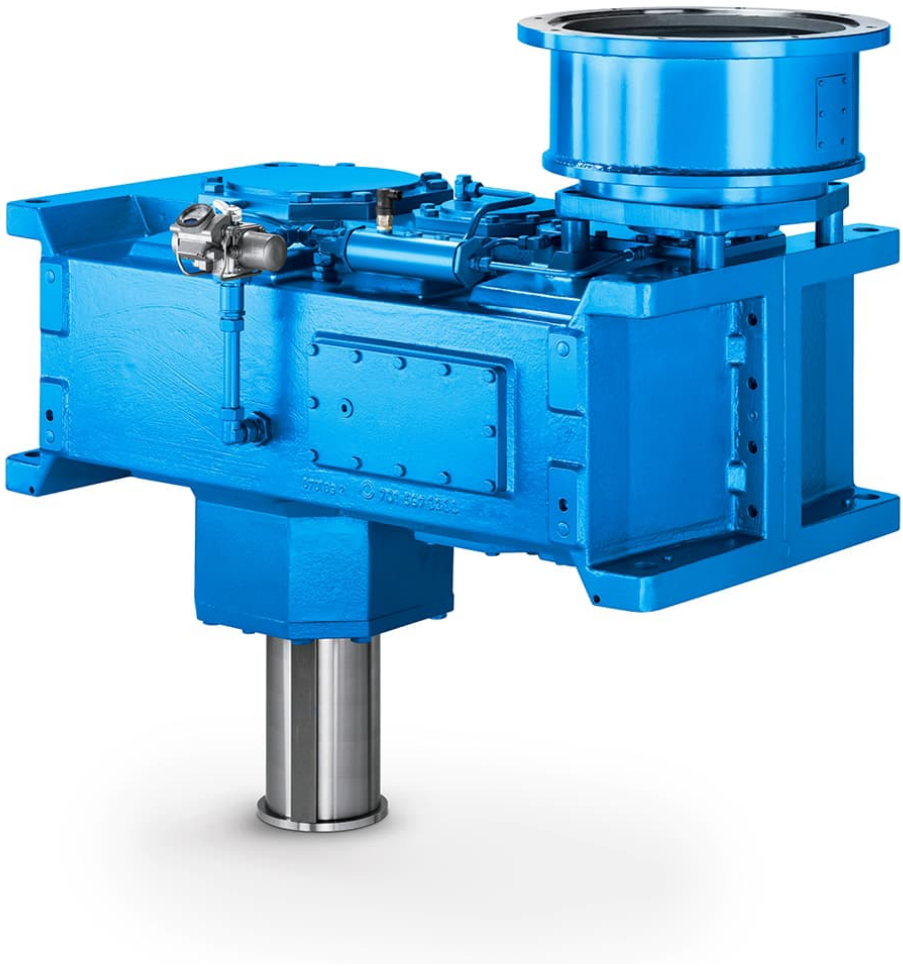
Date: _____

Neal Smith, Vice President Aftermarket
Printed Name and Title

85-3773309
Federal Tax I.D. No.

FLENDER

EXHIBIT A
DESCRIPTION OF GOODS



GEAR UNIT FOR AERATOR
BELÜFTERGETRIEBE

Product / Produkt

2LP3101-1JZ52-1AJ0-Z
B44+C00+C84+C86+D97+G30+G37+H02+H12+H29+H30+H52+K0Y+K27+K30+Y01+Y02
+Y20+Y21+Y23+Y33+Y34+Y99
{K0Y:53.430}{Y01:0}{Y02:40}{Y20:1780.0}{Y21:93.21}{Y23:93.21}{Y33:2" NPT
PROVISION}{Y34:0}

https://www.flender.com/de/Produkte/Getriebe/BEL%C3%9CFTERGETRIEBE/p/ATN010

Details / Details

Gear unit basic data / Getriebe-Grunddaten

Catalog	K20-9 2005-02
Type	H3BV
Size	11
Gear unit design	B
Special ratio	Yes
Driving at	High-speed shaft

High-speed shaft / schnell drehende Getriebewelle

Shaft seal	Radial shaft seal
Shaft design	Standard shaft
Shaft dimension	Dimension on request!
Protective cover	Not possible

Low-speed shaft / langsam drehende Getriebewelle

Shaft seal	Radial shaft seal with INA-Ring
Shaft design	Standard shaft
Shaft dimension	d2 = 170 n6; l2 = 245; G2 = 445 (mm)

Power data / Leistungsdaten

Type of prime mover	Electric motors
Power P1	(Y23) 93.21 kW
Torque T1	500.09 Nm
Starting torque TA	1,250.22 Nm
Speed n1	(Y20) 1780.0 1/min
Engine	Other application
Power P2	(Y21) 93.21 kW
Torque T2	26,719.67 Nm
Speed of rotation n2	33.31 1/min
Selected factor f1 for driven machine	1.50
Direction of load	Alternating
Peak loads / [h]	31-100
Peak torque factor f3	1.1
Operating cycle per hour	100 %

Installation specification / Einsatzbedingungen

Installation altitude	(G30) Up to 1000 m

Place of installation	(G37) Outdoors
Wind velocity	4 m/s
Min. ambient temperature	(Y01) 0 °C
Max. ambient temperature	(Y02) 40 °C
Oil type	(H02) PAO-oil
Oil viscosity	(H12) ISO VG 220
Oil quantity	66 l
Oil information	Oil is not included in delivery!

Oil supply / Ölversorgung

Oil supply	(H30) Forced lubrication with internal pump KSW2
Heating element	(Y33) Other heating element

Additional cooling / Zusatzkühlung

Thermal capacity factor kTH	1.00
Fan	Without
Cooling coil	Without

Corrosion protection / Korrosionsschutz

Corrosion protection selected acc.	Corrosivity categ. acc. DIN EN ISO 12944-2
Term of protection class	(C86) Medium
Coating system	(B44) Coating system 005
Color	(C00) RAL 5015 sky blue

Addional forces / Zusatzkräfte

High speed shaft (side 6, left):	.

ATEX

Options / Optionen

Visual oil level indicator	(H52) FSA_
Oil drain	(K30) Oil drain valve, straight, side 4
Claw coupling for oil draining	Without
Housing material	GG-20

Air filter	Standard air filter according to F 5125 type 1
Direction of rotation	Clockwise and counterclockwise
Unspecified inspection document	Factory certificate acc. DIN EN 10204-2.1
Unspecified inspection certificate	(D97) Insp.certificate acc. DIN EN 10204-2.2
Rating plate	(K27) Plates in stainless steel
Name plate marked with	Power P2

EXHIBIT B

SCHEDULE OF COMPENSATION

Item	*Description*	*Rate*
1	All labor, parts, materials, supplies, tools, equipment, vehicles, travel, warranties, manuals, and incidentals necessary to furnish two (2) gearboxes to the City of Madera per specifications of IFB 202425-04 to be installed by the City of Madera.	$131,700.00
2	Sales Tax @ 8.25%	$10,865.25
3	Shipping/Delivery/Freight FOB to the City of Madera WWTP, Attn: Randy Johnson, 13048 Road 21 ½, Madera, CA 93638	$2,500.00

EXHIBIT C
INSURANCE REQUIREMENTS

A. Insurance Requirements.

Consultant shall maintain limits no less than:

- $2,000,000 General Liability (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- Worker's Compensation as required by the State of California and $1,000,000 Employer's Liability per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

<u>Maintenance of Coverage</u>

Consultant shall 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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

<u>Proof of Insurance</u>

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

<u>Acceptable Insurers</u>

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, 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 the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____ Signature

_____ _____ (name)

_____ _____ (address)

_____ _____ (city state zip)

_____

_____

_____

☐ Additional page(s) attached.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Jamie Hickman, Streets Division Manager

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: D-3

SUBJECT:

Accept QA Constructors Inc. bid for the Invitation for Bid (IFB) 202526-01B Asphalt Concrete Patching and Slurry Seal Type II Application On- Call Services

RECOMMENDATION:

Adopt a Resolution approving an agreement with QA Constructors Inc. for Asphalt Concrete Patching and Slurry Seal Type II Application On-Call Services not to exceed $1,066,480

BACKGROUND:

The City employs on-call contractors to perform permanent asphalt and concrete patching services to repair small to medium-sized service trenches resulting from utility maintenance and failed asphalt in streets and alleyways. Based on historical work volumes, the City estimates that between 7,000 to 20,000 square feet of patching is required annually due to water and sewer repairs, weather-related failures, and aging roadway surfaces.

On July 23, 2025, the City advertised IFB 202526-01B requesting bids for Asphalt Concrete Patching and Slurry Seal Type II Application On-Call Services in accordance with PCC requirements. Three bids were received by the deadline and are summarized in the table below.

Table 1: *Bids Received (rejected by Council on Oct. 1, 2025)*

Bidder	Bid
QA Constructors, Inc.	$2,556,414
Arrow Drillers, Inc.,/DBA Arrow Construction	$2,588,456
Witbro, Inc. DBA Seal Rite Paving and Grading	$3,315,958

A detailed bid review process confirmed that several line items included in the Scope of Work did not align with the City's typical on-call service needs. Based on this evaluation, staff requested

that Council reject the bids from the initial IFB solicitation to allow refinement of the scope and removal of non-essential line items. This refinement did not change the core work anticipated or the intended services to be performed. Council approved the rejection of the first round of IFB bids at the October 1, 2025 Council meeting with the understanding that the solicitation would be revised and reissued. This item now brings forward the resulting rebid for award consideration.

DISCUSSION:

On October 24, 2025, the City readvertised IFB 202526-01B soliciting bids for Asphalt Concrete Patching and Slurry Seal Type II Application On-Call Services in accordance with the California Public Contract Code (PCC) and the City's purchasing policy. The solicitation sought competitive unit price bids for the provision of on-call repair and maintenance services, including permanent asphalt-concrete patching and slurry seal Type II application, to address roadway maintenance needs throughout the City.

The contractor will provide on-call roadway surface restoration services including:

- Permanent asphalt-concrete patching for sewer, water, and other utility trench cuts
- Removal of temporary backfill materials, excavation to specified depth, compaction, and full-depth replacement
- Restoration of failed asphalt pavement areas in streets and alleyways
- Slurry Seal Type II surface treatment to address weathering, cracking, and surface deterioration
- Surface preparation, including cleaning, crack sealing, and base repairs as needed prior to slurry placement
- Compliance with City standards, industry specifications, and traffic control requirements

The City received four bids by the November 21,2025 deadline; these bids are summarized in Table 2 below.

Table 2: *Bids Received (this item)*

Bidder	Bid
QA Constructors, Inc.	$2,808,250
Witbro, Inc. DBA Seal Rite Paving and Grading	$3,260,170
Arrow Construction	$3,921,008
Dawson-Mauldin	$4,686,379

It is important to note the total bid amount shown for each respondent reflects the sample scenario pricing provided in the bid documents. This approach was used solely to determine the lowest responsive and responsible bidder and does not represent an actual commitment by the City to purchase all listed line items.

Due to the nature of on-call repair work, the City will not expend the full bid package total. Instead, services will be issued on an as-needed, unit-price basis, and only specific line items will

be utilized throughout the contract term. This ensures that the City pays only for actual work performed, while still benefiting from competitively established unit pricing for all authorized repair types.

QA Constructors was determined to have the lowest responsive and responsible bid. QA Constructors is based out of San Francisco Bay Area and has extensive experience delivering asphalt pavement rehabilitation and trench restoration work for public agencies, including roadway segments, utility cuts, and on-call patching assignments similar in scale and conditions to those required by the City. Their portfolio reflects long-term specialization in asphalt maintenance, trench restoration, and slurry seal application.

FINANCIAL IMPACT:

This project is fully allocated in the current Fiscal Year Budget as follows:

- $916,480 – Streets Maintenance & Operations Fund
    - Alleyway Paving: This work involves converting existing dirt or deteriorated alleyways into permanent asphalt surfaces. The improvements enhance drivability, reduce ongoing maintenance needs, improve drainage and stormwater flow, and provide safer and more reliable access for refuse collection, utility services, and emergency vehicles. Permanent alley surfacing also reduces long-term operational costs associated with repeated grading and temporary repairs.
    - 10x10 Pavement Restoration Program: Under this program, City staff will identify areas of roadway that need to be rehabilitated.

- $150,000 – Water Maintenance & Operations Fund
    - Street Patch Repair: These repairs address asphalt disturbances caused by water line failures. When crews respond to a leak or service break, temporary cold-mix asphalt is placed to restore the surface until a permanent fix can be completed. This funding supports the removal of temporary patches, the preparation of the subgrade, and the installation of permanent asphalt to restore the roadway to its proper structural condition. Permanent patching improves roadway safety, reduces liability exposure, and ensures long-term durability after utility-related excavations.

The total allocation between these two funds is $1,066,480 with no impact to the General Fund.

ALTERNATIVES:

As an alternative, Council may reject the bids received and readvertise the project for a third time.

ATTACHMENTS:

1. Resolution
2. Construction Agreement - IFB 202526-01B Fiscal Year 2025/2026 Asphalt-Concrete Patching & Slurry Seal Type II Application On-Call Services Rebid
    a. Exhibit A - Bid Schedule
    b. Exhibit B – Insurance Requirements
3. Invitation for Bids No. 202526-01B

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AWARDING THE CONTRACT FOR ASPHALT CONCRETE PATCHING AND SLURRY SEAL TYPE II APPLICATION ON-CALL SERVICES TO QA CONSTRUCTORS, INC. AND AUTHORIZING A NOT-TO-EXCEED AMOUNT OF $1,066,480

WHEREAS, the City of Madera solicits competitive bids for annual roadway trench restoration, asphalt patching, and slurry seal services necessary to support sewer, water, utility repair, and street maintenance operations; and

WHEREAS, the City advertised IFB 202526-01 on July 23, 2025, and received three bids by; and

WHEREAS, staff analysis determined that certain line items in this solicitation were nonessential to the City's primary scope of roadway restoration work, leading the City Council on October 1, 2025, to reject all bids to refine, reduce, and clarify the scope of work; and

WHEREAS, the City reissued the solicitation as IFB 202526-01B on October 24, 2025, and QA Constructors, Inc. again submitted the lowest responsive and responsible bid; and

WHEREAS, staff has reviewed QA's qualifications, pricing, and experience, and determined that QA is capable of performing the required services in accordance with project standards; and

WHEREAS, sufficient funding for the work has been appropriated in the FY 2025/26 budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.
2. The City Council of the City of Madera hereby accepts the bid received for this Invitation for Bids and finds QA Constructors, Inc., has submitted the lowest bid, and awards the Agreement for Goods and Services for Invitation for Bid (IFB) 202526-01B Asphalt Concrete Patching and Slurry Seal Type II Application On- Call Services to QA Constructors Inc. for the not-to-exceed amount of $1,066,480, which is attached hereto as Exhibit A and incorporated herein.
3. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

CONSTRUCTION AGREEMENT
IFB 202526-01B Fiscal Year 2025/2026 Asphalt-Concrete Patching & Slurry Seal Type II Application On-Call Services Rebid

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER" or "CITY"** and QA Constructors, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter **"CONTRACTOR"** and collectively called **"Parties."** The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"**IFB 202526-01B Fiscal Year 2025/2026 Asphalt-Concrete Patching & Slurry Seal Type II Application On-Call Services Rebid."

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work; Term of Agreement. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within 30 calendar days per assigned location. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $1,066,480, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within fifteen (15) working days after being notified of the award of the contract, and before OWNER executes this AGREEMENT.

This Agreement shall be effective on December 17, 2025, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through ___, 2026, unless otherwise terminated earlier by one of the parties pursuant to Section 21 of this Agreement. The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 90 days in advance of expiration, for a period not to exceed one (1) additional one-year extension. An extension which includes compensation modifications will be submitted to the Council for approval.

4. The Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum not to exceed $1,066,480 payment for the **WORK** described in the **CONTRACT DOCUMENTS** based sole on the unit prices set forth in Exhibit A**. WORK** performed **at** unit prices proposed in the **CONTRACT DOCUMENTS** will be paid based on actual quantities of work performed and accepted, multiplied by the applicable unit prices. Any adjustments for changes

in the WORK must be authorized in writing by OWNER.

Exhibit A. Contract Documents. The **CONTRACTOR** shall commence and complete all **WOR**K as outlined in the Invitation for Bids (IFB 2026-01B

Exhibit B. Insurance Requirements for Contractors as Specified in IFB
Exhibit C. IFB 202526-01B Fiscal Year 2025/2026 Asphalt-Concrete Patching & Slurry Seal Type II Application On-Call Services Rebid

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **FIVE HUNDRED EIGHTY-FIVE DOLLARS ($585.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. Disputes. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes

will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. Seq*.

1) Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

a) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
b) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
c) Payment of an amount that is disputed by the Owner.

2) The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

3) Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant

within 30 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.

4) City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council 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, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

5) Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

6) Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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, the Owner 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 the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, 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.

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

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

7) Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in 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 Section 900.

8) Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

9) Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

10) Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

11) Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor 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 Relation. 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 and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records 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 in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then

due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

14. Apprentices. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR**. It is the **CONTRACTOR'S** responsibility to ensure compliance by both it and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of

overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

16. Subcontracting. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

17. Change Orders. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a change order and approved and signed by the **OWNER or the Owner's Designated Project Manager** and the **CONTRACTOR**. It is specifically agreed that the **OWNER or the Owner's Designated Project Manager** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This Agreement shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without

affecting the rights of City under any provision of this Agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

19. Insurance. Contractor must comply with the insurance requirements as described in Exhibit E, Insurance Requirements for Contractors.

20. Amendments. Any changes to this Agreement requested by either City or **CONTRACTOR** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

(a) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

(b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

(d) Fails to prosecute the Work according to the schedule approved by the City;

(e) Disregards laws or regulations of any public body having jurisdiction; or

(f) Commits continuous or repeated violations of regulatory or

statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

2. Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

   (a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

   (b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

   Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

3. Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

4. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so,

and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

B. Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

1. Notice: The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a

notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment: The Contractor will be paid without duplication for:

   (a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

   (b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

   (c) Reasonable expenses directly attributable to termination.

   Notice of termination shall be mailed to the City:

   Arnoldo Rodriguez
   City of Madera
   205 West 4th Street
   Madera, CA 93637

   Notice of Termination shall be mailed to the Contractor:
   Quinto Allende
   QA Constructors, Inc.
   29393 Pacific Street
   Hayward, CA 94544

   All notices and communications from CONTRACTOR shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

   Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Warranty. Contractor warrants to OWNER that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

25. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **CONTRACTOR** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in

accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **CONTRACTOR** is a duly organized and legally existing corporation in good standing in the State of California.

28. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, **CONTRACTOR** shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

32. Caltrans Authority. Caltrans is required by 23 Code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations

and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

33. Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed an original on the date first above written.

CITY OF MADERA (OWNER)	**QA CONSTRUCTORS, INC. (CONTRACTOR)**
By: _____	By: _____
Cecelia K. Gallegos, Mayor	Contractor (signature)
	_____
APPROVE AS TO FORM:	Printed Name and Title
_____	_____
Shannon L. Chaffin, City Attorney	Federal Tax I.D. No.
	_____
ATTEST:	Contractor License Number
_____	_____
Alicia Gonzales, City Clerk	DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

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 _____, 2025 before me, _____
(insert name and title of officer)

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 _____ (Seal)

EXHIBIT A

Bid Schedule

The following Bid Schedule lists the items necessary to complete the work. Work performed under this agreement shall be provided on a time and materials, as-needed basis, in accordance with the Scope of Work identified in the Invitation for Bids (IFB). Compensation shall be based on the unit prices submitted by the contractor and reflected in the unit price Bid Schedule table shown below, which includes time and services, as authorized by the City.

All work shall be performed only when requested by the City and in quantities determined by the City. Total compensation under this agreement shall not exceed $1,066,480, unless otherwise amended and approved by the City Council.

BID SCHEDULE A							
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE (A)	APPROX QTY PER PROJECT (B)	[redacted]	[redacted]	UNIT PRICE (E)	[redacted]
1.	Asphalt-Concrete Patching plus CQS-1H Fog Seal, 000-499 SF (Including up to 20 LF of Striping and Traffic Control)	SF	80			35.00	
2.	Asphalt-Concrete Patching plus CQS-1H Fog Seal, 500-699 SF (Including up to 40 LF of Striping and Traffic Control)	SF	600			16.00	
3.	Asphalt-Concrete Patching plus CQS-1H Fog Seal, 700-999 (Including up to 75 LF of Striping and Traffic Control)	SF	850			13.00	
4.	Asphalt-Concrete Patching plus CQS-1H Fog Seal, 1,000-19,999 (Including up to 100 LF of Striping and Traffic Control)	SF	1,000			10.00	
5.	Asphalt-Concrete Patching plus CQS-1H Fog Seal, 20,000-100,000 (Including up to 500 LF of Striping and Traffic Control)	SF	100,000			7.15	
6.	Saw Cutting	LF	10,000			5.00	

INCLUDE THIS PAGE WITH BID

7.	Slurry Seal Type II Application, 50,000-100,000 (Including up to 500 LF of Striping and Traffic Control)	SF	100,000	[redacted]	[redacted]	1.00	[redacted]
8.	Water-Borne Single-Line Striping in Excess of What is Included in Patching Costs	LF	100	[redacted]	[redacted]	5,000.00	[redacted]
9.	Water-borne Double-Line Striping in Excess of What is Included in Patching Costs	LF	100	[redacted]	[redacted]	5,000.00	[redacted]

TOTAL 1 THROUGH 9, INCLUSIVE: $ [redacted]

two million eight hundred eight thousand two hundred fifty dollars

Total Amount of Bid (in words) is _____ Dollars and [redacted] Cents.

In case of discrepancy between words and figures, the words shall prevail.

If this bid proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, with seven (7) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this bid proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid proposal shall operate and the same shall be the property of the OWNER.

DATE	11/24/2025
COMPANY NAME	QA Constructors Inc.
STREET ADDRESS	29393 Pacific St
CITY/STATE/ZIP	Hayward, CA 94544
PHONE NUMBER	415-340-7283
EMAIL	QA@QACCORP.COM
PERSON PREPARING BID	Quinto Allende
TITLE	Estimator
SIGNATURE	[signature]
CITY OF MADERA BUS. LIC. NO.	TBD
CA CONTRACTOR'S LIC. NO. & CLASS	1013265, A - General Engineering
DIR REGISTRATION NO. & WORK CLASSIFICATION	1000047727

Attest

(Seal if bid is by a corporation)

EXHIBIT B

Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain,

policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Contractor shall 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, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of
recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation
Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty
(30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Attachment 3

Invitation for Bid

No. 202526-01B

for

Fiscal Year 2025/2026 Asphalt/Concrete Patching and Slurry Seal Type II Application On-Call Services Rebid

Date Released: October 24, 2025

City of Madera

Public Works

Bids are due prior to 4:00pm, November 24, 2025

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NOTICE OF INVITATION FOR BID

Fiscal Year 2025/2026 Asphalt/Concrete Patching and Slurry Seal Type II Application On-Call Services Rebid

Invitation for Bid (IFB) No. 202526-01B

Introduction

Pursuant to California Public Contract Code (PCC) §22000 et seq., the City of Madera ("City") hereby seeks bids in response to this Invitation for Bid No. 202526-01B for Fiscal Year 2025/2026 Asphalt/Concrete Patching and Slurry Seal Type II Application On-Call Services Rebid. **The** contract will be awarded to the lowest responsive, responsible bidder.

Description of Work

The City is in need of an on-call contractor for permanent Asphalt-Concrete patching services for the repair of small to large service trenches and failed asphalt areas, as well as Slurry Seal Type II application. The latter are estimated at 7,000 to 100,000 square feet. Repairs will address:

- Areas impacted by sewer and water infrastructure trenches
- Deteriorated asphalt in streets and alleyways throughout the City

Based on prior years, the City estimates the following expenditures for Fiscal Year 2025-2026:

A. Asphalt-Concrete patching services for repair of sewer, water, and other similar small to large service trenches: $150,000

B. Failed asphalt areas (general streets): $500,000

C. Failed asphalt areas in alleyways: $400,000

These figures are provided for informational purposes only and do not represent a guarantee of actual work volume or contract value. Actual expenditures may vary based on funding availability, project priorities, and the scope of future infrastructure improvements. For additional information please refer to the section titled "Scope of Work" of this IFB.

Terms

A one-year contract.

By mutual written agreement by the City and the contractor, the contract term may be extended for an additional year. Terms are defined in the Sample Agreement included as Attachment A. At the time of extension, City shall advise contractor of estimated budgetary appropriations for the term of the extension.

Bid Submittal Date (Close date)

Electronic bids will be accepted on City bid forms provided by the City, until the time and date listed below.

All bids must be submitted through the City's PlanetBids vendor portal no later than 4:00pm on November 24, 2025, at https://pbsystem.planetbids.com/portal/54016/portal-home.

Bidder Questions

Any questions related to this IFB shall be submitted through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home no later than 5:00pm on November 7, 2025.

No oral or emailed question or inquiry about this IFB shall be accepted. No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications must be submitted in writing per the process described in this document.

Pre-Bid Meeting

There is no pre-bid meeting scheduled for this IFB.

Instructions to Bidders

Top view or obtain a copy of this IFB by visiting or contacting any of the following:

City of Madera PlanetBids Vendor Portal
Website: https://pbsystem.planetbids.com/portal/54016/portal-home

Construction Bidboard (Ebidboard), Phone: 800-479-5314
Website: www.ebidboard.com

Dodge Data & Analytics, Phone: 877-784-9556
Website: www.construction.com

Placer County Contractors Association & Builders Exchange, Phone: 916-771-7229
Website: www.pccamembers.com

Builders' Exchange of San Joaquin, Phone: 209-478-1000
Website: http://www.bxsj.org

Central California Builders Exchange, Phone: 559-237-1831
Website: http://cencalbx.com/

Valley Builders Exchange. Phone: (209) 522-9031
Website: www.valleybx.com

Required Contractors Licenses

Each Bidder shall be a licensed contractor pursuant to the California Business and Professions Code §7028.15 and California Public Contract Code §3300 and shall be licensed in the following classification as required by the scope of work: **Class A, General Engineering Contractor, or C-12, Earthwork & Paving Contractors License.** Any Bidder not meeting the license requirement(s) following the bid opening will be rejected as nonresponsive. All Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

Per Labor Code §1771.1, a contractor or subcontractor is not qualified to bid on, be last in a bid proposal for, or perform work on this project unless registered and qualified under Labor Code §1725.5.

Bonding Requirements

Bid security required in the amount of ten percent (10%) of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance and certified by the US Bureau of Fiscal Service to conduct business within the state of California, cash, cashier's check, or certified check shall accompany the bids. Bid securities shall be made in favor of the City of Madera.

Payment Bond equal to one hundred percent (100%) of the Bid Security are required within 7 days of the Notice of Intent to Award on all projects valued at $25,000 and above.

Performance Bond equal to one hundred percent (100%) of the Bid Security are required within 7 days of the Notice of Intent to Award on all projects valued at $100,000 and above.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Prevailing Wages

The project is a public works project subject to California Labor Code §1770 et seq., The Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this contract. Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes.

The California DIR Public Works Contractors website is: http://www.dir.ca.gov/Public-Works/Contractors.html. The rate of prevailing wage for any craft, classification, or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the selected contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this contract. Contractor shall post on site all required job site notices as prescribed by law or regulation.

Bid Protest Procedures

Any actual or prospective bidder, offeror, or contractor may protest an IFB to the City's Procurement Services Manager and/or Director of Financial Services by submitting a written appeal within five (5) working days of knowing or reasonably should have known the facts giving rise to the protest, sent via email to jstickman@madera.gov, or mail to Jennifer Stickman, 205 W. 4th Street, Madera, CA 93637, addressing specific issues such as bid contradictions or procurement errors. The Procurement Services Manager and/or Director of Financial Services have the authority to resolve such protests and will provide a written response within five (5) working days unless more time is needed; if the protester is

unsatisfied, they may appeal to the City Manager within five (5) business days, and then to the City Council as a final appeal, where they may be heard. While protests generally halt solicitation proceedings, the City may proceed if the Procurement Services Manager and/or Director of Financial Services determine it's necessary to protect a substantial City interest, and to deter frivolous protests, those who file two (2) unsuccessful protests within twelve (12) months may face debarment from future bids.

Scope of Work

The City is in need of permanent Asphalt-Concrete (A/C) patching services for the repair of sewer, water, and other similar small to medium-service trenches, as well as failed asphalt areas in streets and alleyways throughout the City. The City is also in need of slurry seal type II application on various roadways throughout the City to repair weathered and alligator cracking.

The contractor must comply with all safety requirements as set forth in the latest editions of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), as well as the MUTCD California Supplement.

All generally assigned work must be completed within 30 calendar days of notification of assignment from the Public Works Department. The City's Streets & Storm Drainage Operations Manager will be the point of contact between the City and Contractor. While there is no fixed schedule, the contractor will receive lists of areas to be patched on an as-needed basis and may establish their own work schedule based on the scope of each assignment. The contractor is required to notify the Streets and Storm Drainage Operations Manager of their planned schedule to allow for coordination and City inspection of the work upon completion.

Asphalt-Concrete Patching

Contractor's bid price for this item shall include all costs including but not limited to labor, materials, taxes, mobilization, de-mobilization, permits, testing, certifications, and other fees necessary for the Contractor to perform the work.

A. All work to be done to City Standards. Standard Specifications and Standard Drawings are available online at:

   https://www.madera.gov/business-building-development/engineering/standard-drawings-specifications/

B. All permanent repairs require saw cutting when applicable, removing materials to a minimum six-inch depth, compacting/stabilizing and full depth A/C repairs. Any situation necessitating a variation from these requirements would be at the direction of authorized personnel within the City's Public Works Department.

C. The successful bidder shall request an Underground Service Alert (USA) on all repair sites at least two days prior to beginning work.

D. All expenses associated with materials and work related to this project, including either SS-1H or CQS-1H Fog Seal 50/50 mix, removal and disposal of existing pavement, clean-up, traffic control, advanced warning and construction barricades and signing, shall be included in your bid.

E. When permanent asphalt patching is required for an area that has had a utility repair such as a water or sewer line repair, the repair will already have been completed by the City or other utility. The trench or patch area that requires the permanent A/C will have been filled in with either base rock or cold patch material temporarily which would have to be removed to the correct depth to complete the final repair. In this case, traffic control would need to be provided for final repair only. Extra saw cutting may be required if there was damage to repair area prior to final phase of

work. Note this requirement does not apply when completing the repair for a failed area not covered under a utility repair.

Slurry Seal Type II Application

Contractor's bid price for this item shall include all costs, including but not limited to labor, materials, taxes, mobilization, de-mobilization, permits, testing, certifications, and other fees necessary for the Contractor to perform the work.

All work shall comply with the latest edition of the International Slurry Surfacing Association (ISSA) Guidelines, American Public Works Association (APWA) standards, and California Department of Transportation specifications for slurry seal applications. The Contractor shall be responsible for all traffic control, notifications, and safety measures required to complete the work.

A. The asphalt emulsion shall be a quick-setting, cationic type CSS-1h or CQS-1h emulsion and shall conform to the requirements of ASTM D2397 or AASHTO M208. The emulsion shall be polymer modified with a minimum of 3% polymer by weight of asphalt cement. The asphalt content of the emulsion shall be a minimum of 57% by weight. The emulsion shall be compatible with the aggregate, filler, and additives.

B. The mineral aggregate shall consist of 100% crushed stone such as granite, slag, limestone, or other high-quality aggregate. The aggregate shall be clean, angular, durable, well-graded, and free from vegetable matter, clay balls, and other deleterious substances. The aggregate shall meet Type II gradation requirements as specified by ISSA A105:

Sieve Size	Percent Passing
3/8" (9.5 mm)	100
No. 4 (4.75 mm)	90-100
No. 8 (2.36 mm)	65-90
No. 16 (1.18 mm)	45-70
No. 30 (600 µm)	30-50
No. 50 (300 µm)	18-30
No. 100 (150 µm)	10-21
No. 200 (75 µm)	5-15

C. The aggregate shall have a sand equivalent value of not less than 65 when tested in accordance with ASTM D2419 and shall have a minimum Durability Index of 65.

D. Mineral filler shall be Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D242. The mineral filler shall be free of lumps and foreign matter.

E. Water shall be potable and free from harmful soluble salts.

F. The Contractor shall submit a mix design prepared by a qualified laboratory for approval by City at least 14 calendar days prior to the start of work. The mix design shall include the source and percentage of each individual material, aggregate gradation, percentage of asphalt emulsion (based on dry weight of aggregate), percentage of water (based on dry weight of aggregate), percentage of mineral filler (based on dry weight of aggregate), percentage of additives (if used),

and field control tolerances for the individual materials. Additives may be used to modify the break-set time of the slurry or to improve the resulting finished surface. The use of additives shall be in quantities specified in the mix design.

G. The mix design shall meet the following requirements: minimum asphalt content of 7.5% by dry weight of aggregate; residual asphalt content of minimum 5.5% by dry weight of aggregate; ISSA TB-139 Wet Cohesion of 12 kg-cm within 30 minutes (minimum) and 20 kg-cm within 60 minutes (minimum); ISSA TB-114 Wet Stripping of Pass (90% minimum); ISSA TB-100 Wet Track Abrasion Loss of 50 g/ft² maximum (1-hour soak) and 75 g/ft² maximum (6-day soak); ISSA TB-144 Classification Compatibility of 11 grade points minimum (AAA, BAA); and ISSA TB-113 Mix Time of controllable to 180 seconds minimum at 77°F. The mix design shall have a minimum stability of 8 minutes at the maximum expected pavement temperature during application.

H. The slurry seal shall be mixed and applied with a self-propelled machine specifically designed and manufactured to apply slurry seal. The machine shall be a continuous flow mixing unit capable of accurately delivering and proportioning the aggregate, emulsion, mineral filler, additives, and water to a revolving mixer. The machine shall be equipped with a water pressure system and nozzle-type spray bar to provide a water spray ahead of and outside the spreader box when required. The mixer shall be capable of thoroughly blending all ingredients together without violent agitation.

I. The spreader box shall be equipped with flexible material in contact with the pavement surface to prevent loss of slurry from the box. The box shall have suitable means to side-shift to compensate for variations in pavement geometry. The rear flexible strike-off blade shall make close contact with the pavement and shall be capable of being adjusted to the various crown shapes to apply a uniform seal coat. Secondary strike-off blades shall be provided to minimize transverse ripples in the finished surface. The spreader box shall be clean and free of slurry seal and emulsion at the start of each work shift.

J. Power brooms, power blowers, air compressors, water flushing equipment, and hand tools shall be provided as necessary to perform the work.

K. The Contractor shall thoroughly clean all surfaces to be slurry sealed by removing all vegetation, loose materials, dirt, mud, and other objectionable materials. Utility covers, monument covers, manhole covers, water valve covers, and other service entrances shall be protected from the slurry seal by placing plastic or building paper over the covers.

L. Thermoplastic traffic markings, raised pavement markers, and other existing pavement delineation that may interfere with the slurry seal application shall be removed as directed by the City's Streets and Storm Drainage Operations Manager. Cracks wider than 1/4 inch shall be sealed with an approved crack sealant at least 7 days prior to the application of the slurry seal.

M. Areas of severely raveled pavement, potholes, or other areas with pavement failure shall be repaired prior to the application of the slurry seal as directed by the City's Streets and Storm Drainage Operations Manager. The surface shall be pre-wetted by fogging ahead of the spreader box if required by local conditions. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement.

N. The slurry seal shall not be applied if either the pavement or air temperature is below 55°F (13°C)

and falling, or during unsuitable weather conditions such as rain or fog. The slurry seal mixture shall be of the desired consistency upon leaving the mixer and no additional elements shall be added. A sufficient amount of material shall be carried in all parts of the spreader at all times so that complete coverage is obtained.

O. The application rate shall be between 10-15 pounds of dry aggregate per square yard, as determined by the mix design and approved by the City's Streets and Storm Drainage Operations Manager. No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate will be permitted. Aggregate shall be Black Basalt in color as supplied by George Reed Table Mountain Quarry, or City-approved equivalent.

P. Longitudinal joints shall be placed on lane lines wherever possible and shall be overlapped by 2-4 inches. The Contractor shall ensure straight lines along curbs and shoulders and at intersections and crosswalks. Transverse joints shall be constructed by placing building paper across the width of the pavement. Once the slurry has been placed on the building paper and spread forward, the paper shall be removed and the slurry adjacent to the joint shall be smoothed with squeegees. Joint ridges to be removed. Post sweeping to be done upon curing with a final sweeping performed after two weeks.

Q. Hand squeegees shall be used to spread slurry in areas not accessible to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from handwork. The finished surface shall have a uniform texture free from excessive scratch marks, tears,

R. The finished surface shall have a uniform texture free from excessive scratch marks, tears, or other surface irregularities. Tear marks in excess of 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, shall be considered excessive. No more than four tear marks per 50 square yards shall be allowed. The Contractor shall remove and replace any unsatisfactory areas at no additional cost to City.

S. If specified by the City's Streets and Storm Drainage Operations Manager, the surface shall be rolled with a self-propelled, 10-ton (maximum) pneumatic-tired roller equipped with a water spray system. Rolling shall commence only after the slurry seal has cured sufficiently to avoid damage by the roller. Areas that cannot be accessed by the roller shall be rolled with a hand roller or other approved method.

T. The Contractor shall provide all necessary traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), California Department of Transportation requirements, and City standards. The Contractor shall notify all affected residents, businesses, and agencies of the proposed work schedule at least 72-hours prior to the start of work. Notification shall be in the form of door hangers or other approved method.

U. The Contractor shall maintain access to all driveways, businesses, and residences during the project. Traffic shall not be permitted on the slurry seal until it has cured sufficiently to prevent pickup by vehicle tires. The Contractor shall be responsible for all traffic control until the material has cured. The Contractor shall provide temporary pavement markings as necessary until permanent markings can be installed by the contractor.

V. The slurry seal shall not be applied when the air temperature is below 55°F (13°C) and falling, or

above 100°F (38°C); when the pavement temperature is below 55°F (13°C); when rain is imminent or falling; when there is the possibility of the finished product freezing within 24 hours of application; or when weather conditions prolong opening to traffic beyond a reasonable time.

W. The Contractor shall perform quality control sampling and testing during the project as follows: Asphalt emulsion shall have a Certificate of Compliance from supplier for each load delivered; aggregate gradation shall be tested once per 500 tons of aggregate; sand equivalent shall be tested once per 500 tons of aggregate; extraction test for asphalt content shall be performed once per day of operation; and application rate checks shall be conducted three times per day of operation.

X. The City reserves the right to sample and test any of the materials at any time during the project. The Contractor shall maintain a daily log of the following information: weather conditions; areas slurry sealed (location and square feet); aggregate used (tons); emulsion used (tons); water used (gallons); additive used (type and amount); dilution ratio of emulsion; application rate (pounds per square yard); and any discrepancies in mix design or application rate.

Y. The slurry seal will be measured by the square foot of completed and accepted work. The contract unit price paid per square foot for slurry seal shall include full compensation for furnishing all costs, including but not limited to labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying slurry seal, complete in place, including testing, surface preparation, and traffic control, as specified in the Contract Documents and as directed by the City's Streets and Storm Drainage Operations Manager.

Z. The Contractor shall warrant the work against defects in materials and workmanship for a period of one (1) year from the date of acceptance of the work. Defects shall include, but not be limited to raveling or loss of aggregate; flushing or bleeding of asphalt; rutting, shoving, or distortion of the slurry seal surface; delamination from the existing pavement; and excessive cracking. The Contractor shall repair or replace defective areas at no additional cost to City.

INCLUDE THIS PAGE WITH BID

Bidder Checklist

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID PROPOSAL. Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED WITH BID SUBMITTAL" column for bids to be considered responsive.

If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

REQUIRED WITH BID SUBMITTAL

[X] 1. **BID PROPOSAL FORM**
[X] 2. **BID SCHEDULE A**
[X] 3. **SIGNATURE PAGE**
[X] 4. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 5. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** attached to front of Proposal in the form of:

[ ] Certified Check [ ] Bidder's Bond (submitted on form in this IFB)
[ ] Cashier's Check [ ] Irrevocable Letter of Credit
[ ] Certificate of Deposit

[X] 6. **CERTIFICATION (Comptroller General's List)**
[X] 7. **NONCOLLUSION AFFIDAVIT**
[X] 8. **PUBLIC CONTRACT CODE**
[X] 9. **EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION**
[X] 10. **CALIFORNIA AIR RESOURCES BOARD (CARB) OFF-ROAD DIESEL FLEET COMPLIANCE (DOORS CERTIFICATION)**
[X] 11. **DISCLOSURE OF CONFLICT-OF-INTEREST FORM**
[X] 11. **ADDENDA** – Signature page of all Addenda issued

SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:

[X] **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal to be submitted via email to jstickman@madera.gov no sooner than bid submittal date and time, and no later than three business days from the date of the bid opening.

[X] **COMPLETE BID AND ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINAL delivered to ATTN: Jennifer Stickman, City of Madera, 205 East 4th Street, Madera, Ca 93637)**

INCLUDE THIS PAGE WITH BID

Bid Proposal Form

Fiscal Year 2025/2026 Asphalt/Concrete Patching and Slurry Seal Type II Application On-Call Services

Bid proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "OWNER"):
In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for "**Fiscal Year 2025/2026 Asphalt/Concrete Patching and Slurry Seal Type II Application On-Call Services**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete each general assignment within the PROJECT in **thirty (30) Calendar Days.**

BIDDER further agrees to pay as liquidated damages, the sum of **$585** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.
BIDDER acknowledges receipt of the following ADDENDA:

No. _____, dated _____, 2025
No. _____, dated _____, 2025
No. _____, dated _____, 2025

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

INCLUDE THIS PAGE WITH BID

Bid Schedule

The following Bid Schedule lists the items necessary to complete the work. Each item is all inclusive and must include the total cost of labor and materials necessary to complete the work. Bidder will fully complete the schedule including the amount in words of EACH ITEM. If the unit price of any item is inconsistent with the amount in words, the amount in words shall prevail. **Quantities listed are approximate and provided solely for the purpose of determining the lowest bid. Actual payment will be based on the quantities ordered and received by the City, which may be more or less than the approximate quantities listed here.**

BID SCHEDULE A							
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE (A)	APPROX QTY PER PROJECT (B)	APPROX NUMBER OF PROJECTS (C)	APPROX QTY (D)	UNIT PRICE (E)	EXTENDED AMOUNT (DxE)
1.	Asphalt-Concrete Patching plus CQS-1H Fog Seal, 000-499 SF (Including up to 20 LF of Striping and Traffic Control)	SF	80	10	800		
2.	Asphalt-Concrete Patching plus CQS-1H Fog Seal, 500-699 SF (Including up to 40 LF of Striping and Traffic Control)	SF	600	40	24,000		
3.	Asphalt-Concrete Patching plus CQS-1H Fog Seal, 700-999 (Including up to 75 LF of Striping and Traffic Control)	SF	850	125	6,250		
4.	Asphalt-Concrete Patching plus CQS-1H Fog Seal, 1,000-19,999 (Including up to 100 LF of Striping and Traffic Control)	SF	1,000	4	4,000		
5.	Asphalt-Concrete Patching plus CQS-1H Fog Seal, 20,000-100,000 (Including up to 500 LF of Striping and Traffic Control)	SF	100,000	1	100,000		

6.	Saw Cutting	LF	10,000	1	10,000		
7.	Slurry Seal Type II Application, 50,000-100,000 (Including up to 500 LF of Striping and Traffic Control)	SF	100,000	2	200,000		
8.	Water-Borne Single-Line Striping in Excess of What is Included in Patching Costs	LF	100	N/A	1		N/A
9.	Water-borne Double-Line Striping in Excess of What is Included in Patching Costs	LF	100	N/A	1		N/A

TOTAL 1 THROUGH 9, INCLUSIVE: $ _____

Total Amount of Bid (in words) is _____ Dollars and _____ Cents.

In case of discrepancy between words and figures, the words shall prevail.

If this bid proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, with seven (7) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this bid proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid proposal shall operate and the same shall be the property of the OWNER.

DATE _____
COMPANY NAME _____
STREET ADDRESS _____
CITY/STATE/ZIP _____
PHONE NUMBER _____
EMAIL _____
PERSON PREPARING BID _____
TITLE _____
SIGNATURE _____
CITY OF MADERA BUS. LIC. NO. _____
CA CONTRACTOR'S LIC. NO. & CLASS _____
DIR REGISTRATION NO. & WORK CLASSIFICATION _____

_____

Attest

(Seal if bid is by a corporation)
INCLUDE THIS PAGE WITH BID

Subcontractor Listing

The following named subcontractors(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total BID presented herewith or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total BID. Use subcontractor's business name style as registered with the License Board. Name, location, and description of work as required by Section 4104 of the California Public Contract code.

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Duplicate this form as necessary.

INCLUDE THIS PAGE WITH BID

Certification

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

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

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

INCLUDE THIS PAGE WITH BID

Noncollusion Affidavit

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

To the CITY of MADERA

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

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

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

INCLUDE THIS PAGE WITH BID

Public Contract Code

Public Contract Code Section 10285.1 Statement

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

Note. The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above. The above Statement is part of the bid proposal.

Public Contract Code Section 10162 Questionnaire

In accordance with the Public Contract Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the Bidder, any officer, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation.

Yes _____ No _____

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

_____

_____

_____

Public Contract Code 10232 Statement

In accordance with Public Contract Section 10232, the Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court has been issued against the Bidder within the immediately preceding two (2) year period because of the Bidder's failure to comply with an order of a federal court which orders the Contractor to comply with an order of National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the bid proposal. Signing this bid proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false Certification may subject the certifier to criminal prosecution.

INCLUDE THIS PAGE WITH BID

Equal Employment Opportunity Certification

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

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

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

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

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

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

INCLUDE THIS PAGE WITH BID

California Air Resources Board (CARB) Off-Road Diesel Fleet Compliance (DOORS Certification)

All contractors and subcontractors utilizing off-road diesel-fueled vehicles with 25 horsepower or greater, or most two-engine vehicles, on this public works project in California shall be in full compliance with the California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation (California Code of Regulations, Title 13, Section 2449 et seq.).

Effective January 1, 2024, prime contractors and public works awarding bodies are required to obtain and retain a fleet's valid Certificate of Reported Compliance from CARB's Diesel Off-Road Online Reporting System (DOORS) prior to awarding or entering into a contract for work on public works projects involving the use of such vehicles.

Bidders shall provide a copy of their firm's (and any proposed subcontractors') current and valid CARB "Certificate of Reported Compliance" for their off-road diesel fleet(s) with their bid proposal.

The City reserves the right to verify the authenticity and validity of all submitted Certificates of Reported Compliance through the CARB DOORS system at http://www.arb.ca.gov/doors/compliance_cert1.html or by contacting the CARB DOORS Hotline.

The awarded Contractor shall maintain continuous compliance with all CARB Off-Road Diesel-Fueled Fleets Regulations throughout the duration of the contract and shall provide updated Certificates of Reported Compliance to the City throughout the project annually, or upon request, to demonstrate continued compliance.

Failure to provide a valid Certificate of Reported Compliance, or to maintain ongoing compliance, may result in the rejection of the bid, termination of the contract, and/or other penalties as permitted by law.

Exemptions:
If a bidder believes their fleet or operations are exempt from these requirements under CARB regulations (e.g., emergency operations as defined in Title 13 California Code of Regulations Section 2449(c)(18)), they must provide detailed documentation and justification for such exemption with their bid proposal for review and approval by the City.

The Bidder must place a check mark after "Yes", "No", or "N/A" in one of the boxes provided below.

DOORS certification included with bid:

☐ Yes ☐ Exempt
☐ N/A (no applicable vehicles will be used for this project.

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

_____

_____

_____

INCLUDE THIS PAGE WITH BID

Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

□ Additional page(s) attached.

_____
Signature

_____
(name)

_____
(address)

_____
(city state zip)

INCLUDE THIS PAGE WITH BID

Bid Bond

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, _____ _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2025. The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

"IFB 202526-01B, Fiscal Year 2025/2026 Asphalt/Concrete Patching and Slurry Seal Type II Application On-Call Services Rebid"

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.) By_____
Principal

_____
Surety

By: _____
(Seal and Notarial Acknowledge of Surety)

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

"IFB 202526-01B, Fiscal Year 2025/2026 Asphalt/Concrete Patching and Slurry Seal Type II Application On-Call Services Rebid"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:_____
Principal

_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

"IFB 202526-01B, Fiscal Year 2025/2026 Asphalt/Concrete Patching and Slurry Seal Type II Application On-Call Services Rebid"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed

thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:_____
Principal
_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:
_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

Standard Specifications And Plans

The City of Madera's Standard Specifications are hereby referred to and incorporated herein as though set forth in full. The Standard Specifications and Standard Drawings are available online at https://www.madera.gov/business-building-development/engineering/standard-drawings-specifications/. These online specifications and drawings are the most current, approved issue.

General and Special Conditions

General and Special conditions are hereby referred to and incorporated herein as though set forth in full. The General and Special Conditions are available by clicking this link or copying and pasting it into your web browser:

https://www.madera.gov/media/fo1dqprn/general-special-conditions-for-construction.pdf.

Information for Bidders

1. Attention of Bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

2. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.

   The City is an equal opportunity employer. The City, as well as its recipients, subrecipients, and contractors, will not discriminate in employment practices based on race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave. The City is committed to ensuring that the work environment of City employees and the work environment of employees and volunteers of recipients, subrecipients, and contractors of the City are free from discrimination, harassment, and retaliation. All efforts to provide equal opportunity in employment practices will be made on the basis of merit, efficiency, and fitness consistent with civil service and merit system principles. Discrimination is prohibited in all aspects of the employment process.

   The City, as well as recipients, subrecipients, and contractors, will not discriminate in the delivery of services or benefits based on the above identified bases.

3. The City reserves the right to reject or accept any or all bid proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

4. The City reserves the right to reject any bid that is determined to be materially unbalanced,

whether mathematically or materially. A bid may be considered unbalanced if it contains significantly overstated or understated line-item prices that could result in advantage to the bidder or disadvantage to the City during contract performance.

5. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.

6. The City reserves the right to modify this IFB at any time. In the event it becomes necessary to modify or revise the IFB, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the IFB.

   Proposer is responsible for checking the City's PlanetBids vendor portal prior to submitting a Proposal to determine if any amendments were made to the IFB. Documents, amendments, addenda, etc. will be posted to the City's PlanetBids vendor portal at:

   https://pbsystem.planetbids.com/portal/54016/portal-home.

   Any questions related to this IFB shall be submitted through the City's PlanetBids vendor portal no later than 5:00pm on November 7, 2025

   No verbal requests or requests made in any other format will be accepted.

7. Bid proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information. Award will be made to the lowest responsive responsible bidder.

8. Any bid proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Bidder, or his/her duly authorized representative, for the withdrawal of such bid proposal is filed with Purchasing. The withdrawal of a bid proposal shall not prejudice the right of a Bidder to file a new bid proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of bid proposals, a bid proposal may not be withdrawn or altered.

9. Bidder is responsible for fully acquainting itself with the conditions of the project site (which may include more than one site), as well as those relating to the construction and labor of the project, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the project.

10. The City reserves the right to seek supplementary information from any Bidder at any time after official bid proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original bid proposal.

11. Issuance of the IFB and receipt of bid proposals does not commit the City to award an agreement. The City reserves the right to postpone the IFB process for its own convenience, to accept or reject any or all bid proposals received in response to this IFB, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this IFB. The City also reserves the right to apportion the award among more than one company.

12. The successful Bidder shall enter into a formal agreement with City which will be very similar in content to the **Attachment A, Sample Construction Agreement** which is provided for information purposes only and to help clarify City intent relevant to this IFB as well as general contract requirements of the City.

13. Bidder and its subcontractors performing work under this contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

14. Prior to beginning any work or delivering any equipment or material to be furnished under this bid proposal, the Bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

    Any Federal or State of California License/Certification required to provide the services will be required.

    A **Class A, General Engineering Contractor, or C-12, Earthwork & Paving Contractors License** will be required. Insurance documentation in accordance with the Insurance Requirements for Contractors will also be required.

15. Bidder's Proprietary Information: Upon bid opening, all documents provided by the successful Bidder shall become public record. All documents provided by any Bidders, other than the successful Bidder, shall become public record in their entirety and subject to disclosure. This shall also include but is not limited to documents for projects for which all bid proposals are rejected and projects for which an award is not made for any reason. In the event that one or more bid proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

16. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

    Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

17. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain,

policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage
Contractor shall 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, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of

recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation
Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Attachments

The following attachments are to be incorporated and included as part of the CONTRACT DOCUMENTS for IFB 202526-01B, Fiscal Year 2025/2026 Asphalt/Concrete Patching and Slurry Seal Type II Application On-Call Services Rebid:

- Attachment A, Sample Construction Agreement, 19 pages

SAMPLE CONSTRUCTION AGREEMENT
IFB 202526-01B Fiscal Year 2025/2026 Asphalt-Concrete Patching & Slurry Seal Type II Application On-Call Services Rebid

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER" or "CITY"** and [INSERT CONTRACTOR'S NAME], doing business as (an individual), or (a partnership), or (a corporation), hereinafter **"CONTRACTOR"** and collectively called **"Parties."** The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"**IFB 202526-01B Fiscal Year 2025/2026 Asphalt-Concrete Patching & Slurry Seal Type II Application On-Call Services Rebid."

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work; Term of Agreement. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within 30 calendar days per assigned location. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $_____, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within fifteen (15) working days after being notified of the award of the contract, and before OWNER executes this AGREEMENT.

This Agreement shall be effective on _____, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through ___, 2026, unless otherwise terminated earlier by one of the parties pursuant to Section 21 of this Agreement. The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 90 days in advance of expiration, for a period not to exceed one (1) additional one-year extension. An extension which includes compensation modifications will be submitted to the Council for approval.

4. The Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, payment in full for the **WORK** described in the **CONTRACT DOCUMENTS** based solely on the unit prices set forth in Exhibit A**. WORK** performed **at** unit prices proposed in the **CONTRACT DOCUMENTS** will be paid based on actual quantities of work performed and accepted, multiplied by the applicable unit prices. Any adjustments for changes in the WORK must be authorized in writing by OWNER.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK**

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required in accordance with the following **CONTRACT DOCUMENTS**, attached hereto as:

Exhibit A. CONTRACTOR Complete Bid as Submitted on _____
Exhibit B. Addenda No. 1, Dated _____
Exhibit C. Addenda No. 2, Dated _____
Exhibit D. Addenda No. 3, Dated _____
Exhibit E. Insurance Requirements for Contractors as Specified in IFB
Exhibit F. IFB 202526-01B Fiscal Year 2025/2026 Asphalt-Concrete Patching & Slurry Seal Type II Application On-Call Services Rebid

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **_____ ($585.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. Disputes. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner,

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the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. Seq*.

1) Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

a) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
b) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
c) Payment of an amount that is disputed by the Owner.

2) The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

3) Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 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.

4) City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council 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, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

5) Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

6) Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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, the Owner 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 the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute

shall be subject to applicable procedures outside this section.

Under this Contract, 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.

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

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

7) Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in 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 Section 900.

8) Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

9) Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

10) Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may

present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

11) Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing

rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor 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 Relation. 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 and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records 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 in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

14. Apprentices. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR**. It is the **CONTRACTOR'S** responsibility to ensure compliance by both it and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on

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a statewide basis, or (2) on a local basis, or

If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER**

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shall deduct such charges from payments due the **CONTRACTOR.**

16. Subcontracting. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

17. Change Orders. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a change order and approved and signed by the **OWNER or the Owner's Designated Project Manager** and the **CONTRACTOR**. It is specifically agreed that the **OWNER or the Owner's Designated Project Manager** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This Agreement shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of

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City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

19. Insurance. Contractor must comply with the insurance requirements as described in Exhibit E, Insurance Requirements for Contractors.

20. Amendments. Any changes to this Agreement requested by either City or **CONTRACTOR** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

(a) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

(b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

(d) Fails to prosecute the Work according to the schedule approved by the City;

(e) Disregards laws or regulations of any public body having jurisdiction; or

(f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

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2. Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

   (a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

   (b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

   Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

3. Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

4. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

   The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under

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the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

B. Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

1. Notice: The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall

SAMPLE

be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment: The Contractor will be paid without duplication for:

(a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

(b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(c) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:
[INSERT CONTRACTOR'S NAME AND MAILING ADDRESS]

All notices and communications from shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Warranty. Contractor warrants to OWNER that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all

SAMPLE

deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

25. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **CONTRACTOR** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **CONTRACTOR** is a duly organized and legally existing corporation in good standing in the State of California.

28. Remedies for Default. Failure by a party to perform any term, condition or

SAMPLE

covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, **CONTRACTOR** shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

32. Caltrans Authority. Caltrans is required by 23 Code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

SAMPLE

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

33. Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy.

SAMPLE

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed an original on the date first above written.

CITY OF MADERA (OWNER)	**CONTRACTOR**
By: _____	By: _____
Cecelia K. Gallegos, Mayor	Contractor (signature)
	_____
APPROVE AS TO FORM:	Printed Name and Title
_____	_____
Shannon L. Chaffin, City Attorney	Federal Tax I.D. No.
	_____
ATTEST:	Contractor License Number
_____	_____
Alicia Gonzales, City Clerk	DIR Registration Number

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NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

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 _____, 2025 before me, _____
(insert name and title of officer)

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 _____ (Seal)

SAMPLE

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:
Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: D-4

SUBJECT:

Preparation of the 2025 Urban Water Management Plan

RECOMMENDATION:

Adopt a Resolution Approving a Budget Amendment to the Water Maintenance and Operation Fund in the Amount of $45,000 for the 2025 Urban Water Management Plan (UWMP) Update

SUMMARY:

On October 22, 2025, the City issued a Request for Proposals (RFP) seeking qualified consulting services to prepare the 2025 UWMP. Proposals have been received and are under internal evaluation. Because the procurement review process remains active, all proposal materials are confidential and not yet public record. This item is being brought before Council because the next opportunity to review City business will be at the February 4, 2026 meeting, which would not afford a desirable timeline for completion of the UWMP.

Preliminary scoring indicates an anticipated contract amount of approximately $50,000. The current fiscal year budget includes $30,000 for this project. Staff continues to evaluate the proposals and associated contract terms; however, all proposals exceed the $30,000 currently budgeted.

To ensure adequate budget authority for either outcome, and to provide for any unforeseen costs associated with finalizing the consultant agreement, staff recommends a budget amendment of $45,000, coupled with the original $30,000 budget for a total of $75,000. This amount would allow the City staff to execute an agreement within signature authority once negotiations are complete and a final vendor is selected.

DISCUSSION:

Urban Water Management Plans are required to be updated every five years and must comply with updated guidance issued by the California Department of Water Resources. The City last completed its UWMP in 2020. As required by the California Water Code, the updated 2025 Plan

must be adopted and submitted to the Department of Water Resources (DWR) by July 1, 2026 via the Water Use Efficiency Data Portal. This update will incorporate:

- New DWR reporting requirements introduced in the 2025 Guidebook
- Climate resilience and drought risk assessments
- Updated conservation programs
- Water demands reflecting current land use planning through 2045

More specifically, the 2025 plan will include:

- Reliability Assessments:
  - Annual Water Supply and Demand Assessment (AWSDA) – 1-year outlook
  - Drought Risk Assessment (DRA) – 5 consecutive dry years
  - Water Supply Reliability Assessment (WSRA) – 20-year horizon

- Climate Change Integration:
  - Agencies must evaluate climate impacts on supply reliability and demand.

- Accessibility:
  - All tables and figures must meet ADA accessibility standards and use standardized formats.

- Water Shortage Contingency Planning:
  - Ordinances and contingency measures must align with updated state requirements.

Scope of Work

The consultant will complete the following:

Task 1 – Data Collection and Review

- Compile existing data, including maps, reports, general plans, and specific plans.
- Incorporate updated land use and population projections through 2045.

Task 2 – Preparation of 2025 UWMP

- Follow 2025 DWR Guidelines and include:
  - Coordination with regional agencies
  - Service area information with 20-year projections
  - Water sources (surface water, groundwater, recycled water, transfers/exchanges)
  - Reliability assessments (AWSDA, DRA, WSRA)
  - Water use by customer type with 20-year projections
  - Demand management measures and conservation programs
  - Planned water supply projects and programs

- Water shortage contingency plan (aligned with 2025 requirements)
- Water quality impacts on reliability

Task 3 – Water Conservation Ordinance Revision

- Review and recommend revisions to the City's water conservation ordinance to align with the 2025 UWMP Water Shortage Contingency Plan requirements.

Task 4 – Meetings and Presentations

- Attend meetings with staff to review data and draft findings.
- Present the UWMP to City Council for adoption.

Task 5 – Submittals

- Provide electronic files of the draft and final approved UWMP.
- Submit the adopted UWMP to DWR via the WUEdata Portal by July 1, 2026.

FINANCIAL IMPACT:

The current Water Maintenance and Operation Fund has $30,000 allocated for UWMP preparation. Based on proposal pricing and anticipated award, an additional $45,000 is being requested. Adoption of the attached Resolution allocates the necessary funds to authorize execution of the consulting agreement. It is further noted that any unspent funds would be returned to the Water Enterprise Fund.

ALTERNATIVES:

The City Council may consider the following alternatives:

1. Deny the budget amendment.
2. Direct staff to re-release the RFP for the 2025 UWMP.
3. Direct staff to negotiate with a different consultant.

ATTACHMENTS:

1. Resolution
    a. Exhibit A – Budget Amendment
2. Draft Professional Services Agreement (to be updated with selected consultant)

ATTACHMENT 1

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A BUDGET AMENDMENT TO THE WATER MAINTENANCE AND OPERATION FUND IN THE AMOUNT OF $45,000 FOR THE PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN (UWMP)

WHEREAS, the City of Madera is required under the California Water Code to prepare and submit an Urban Water Management Plan (UWMP) every five years; and

WHEREAS, the California Department of Water Resources (DWR) requires submittal of the 2025 UWMP no later than July 1, 2026; and

WHEREAS, the City issued a Request for Proposals (RFP) in October 2025 for professional consulting services to prepare the 2025 UWMP, and proposals received are currently under internal review and are not yet public record; and

WHEREAS, the anticipated cost for preparation of the 2025 UWMP is not to exceed $75,000; and

WHEREAS, the FY 2025-26 Water Maintenance and Operation Fund currently includes an allocation of $30,000 for the UWMP update and an additional appropriation of $45,000 is required to fully fund the UWMP and authorize execution of the consultant agreement; and

WHEREAS, the approval of the budget amendment of $45,000 will provide sufficient funding to complete the 2025 UWMP in accordance with California Water Code requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. City Council of the City of Madera hereby approves a budget amendment to increase appropriations in the Water Maintenance and Operation Fund in the amount of $45,000 for the preparation of the 2025 Urban Water Management Plan. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A
CITY OF MADERA

Budget Appropriations: Res. 25-_____

Budget Transfer & Amendment for Fiscal Year 2025/26

FUND	ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	(+)	(-)
Water						
	20303800	4900		Budgetary Carryover		$ 45,000
	20303800	6440		Contracted Services	45,000	
					$ 45,000	**$ 45,000**

ATTACHMENT 2

DRAFT CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and _____ ("Consultant"). This Agreement shall be effective on the date signed by City which shall occur after execution by Consultant ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, to select a consultant to provide Consulting and Preparation of a 2025 Urban Water Management Plan Services (Services).

B. Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by reference. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein.

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue in full force and effect until completion of the Scope of Work and approval of the UWMP by the State of California unless otherwise terminated by the City.

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.

3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference. *[And if applicable add: "Both parties agree that Consultant's total compensation under this Agreement shall not exceed $_____.]*

(b) Consultant shall invoice City monthly on a prospective basis for consulting fees. Invoices shall be submitted by email to:

John Botwright
Water and Sewer Operations Manager
jbotwright@madera.gov

(c) City shall independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement. Any billing disputes brought forth by the City must be submitted within fourteen (14) days of the receipt of the billing statement. Such disputes will be submitted by electronic mail (email) to the billing contact provided by Consultant. Billing contact for Consultant:

Name
Title
Email

(d) Payment to Consultant for work performed under this Agreement shall not be deemed to waive any defects in work performed by Consultant.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Consultant; and (c)

compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and a copy of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its

employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Consultant's performance of services under this Agreement. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

(a) For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant.

(b) For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

(c) Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of

Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

(d) Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

19. Compliance with All Laws. Consultant shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

21. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, emailed, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	Arnoldo Rodriguez City of Madera 205 West 4th Street Madera, CA 93637 Email: ARodriguez@madera.gov
To Consultant:	(To be named following completion of Procurement Process)

Notice shall be deemed effective on the date personally delivered, or transmitted by email, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Either party may update their contact information, including but not limited to mailing address, email address, or phone number, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Authority. The signatories to this Agreement warrant and represent that they have

the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[**SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement on the date(s) set forth below.

VENDOR

By:_____
(ADD NAME & POSITION)

Date: _____

CITY OF MADERA

By: _____
Cecelia K. Gallegos, Mayor

Date: _____

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

Exhibits

Exhibit A - Scope of Services
Exhibit B - Schedule of Compensation
Exhibit C - Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF COMPENSATION

EXHIBIT C
INSURANCE

A. Insurance Requirements

Consultant shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage
Consultant shall 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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, 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 the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation
Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: December 17, 2025

Agenda Number: E-1

SUBJECT:

2026 List of Annual Proclamations

RECOMMENDATION:

Provide Direction and Adopt a Minute Order Approving the 2026 List of Annual Proclamations from the Protocols Guidebook section concerning Ceremonial Documents

SUMMARY:

At the July 19, 2023, City Council meeting, Council approved a resolution adopting a chapter in the Protocols Guidebook (Guidebook) titled Ceremonial Documents. The policy aims to establish guidelines that will govern the following Ceremonial Documents issued by the City:

1. Proclamation
2. Certificate of Recognition
3. Certificate of Commendation
4. Certificate of Appreciation
5. Congratulatory Certificate
6. Outgoing Mayor and Councilmembers
7. Distinguished Visitors

As identified in the adopted policy and to facilitate scheduling and planning of City Council meeting recognition events, Council will adopt an annual list of known proclamations. Staff has prepared a draft list for Council's review for the 2026 calendar year. Any modifications to Attachment 1 require a majority vote of the City Council.

Following Council approval of Attachment 1 of the given calendar year, the City Clerk will circulate to member so the Council a list of approved annual Proclamations. Councilmembers may submit

a written request to the City Clerk to be omitted from being a signatory to any given Proclamation on the approved list. Notifications to the City Clerk regarding signatory status must be provided at least one (1) month prior to the anticipated issuance.

Tables 1 and 2 provide an overview of the types of ceremonial documents.

Table 1: *Ceremonial Documents that require approval by majority vote of the City Council*	
Proclamation	Certificate of Recognition
a. Civic celebrations b. Commemorative events c. Social awareness d. Significant community-based events e. Significant anniversaries of City-based institutions, corporations, community partners, and non-profit organizations f. Retirement of City Employee (15 or more years of service)	a. Exceptional accomplishments attained by local groups, businesses, civic organizations, or individuals b. Individuals or groups who have made significant contributions to the community c. Outstanding achievements or contributions by non-profit organizations d. Organizations contributing to the economic development of the City

Table 2: *Ceremonial Documents that do not require approval by a majority vote of the Council*		
Certificate of Commendation	Certificate of Appreciation	Congratulatory Certificate
a. Acts of Heroism b. Academic/Athletic accomplishments c. Youth Development Organizations d. Non-profit organizations for a significant accomplishment or event e. Outgoing City Commissioners or Committee Members	For significant: a. Monetary donations b. In-kind contributions c. Cultural contributions d. Volunteer efforts	a. Milestone Birthdays b. Groundbreaking Ceremonies c. Ribbon Cutting/Grand Opening Ceremonies

FINANCIAL IMPACT:

While difficult to quantify, staff anticipates a nominal cost associated with the preparation of ceremonial documents.

ALTERNATIVES:

This item is intended to provide information and seek Council direction. Councilmembers may provide input at their discretion on the Proclamation list and introduce relevant matters to include in a future or revised Proclamation list.

ATTACHMENTS:

1. Attachment 1: List of Annual Proclamations

Attachment 1: List of Annual Proclamations

***Table 1**: List of annual Proclamations 2026*		
Month	*Proclamation*	*Recipient*
January	--	--
February	Black History Month	Recipient at the discretion of Council
March	Red Cross Month	Recipient at the discretion of Council
	Women's History Month	Recipient at the discretion of Council
April	Sexual Assault Awareness Month	Recipient at the discretion of Council
	National Volunteer Day	Recipient at the discretion of Council
May	Intl. Firefighters Day	Madera Fire Department
	Public Service Week	Local Government Employees
	National Police Week	Madera Police Department
	Public Works Week	Public Works Department
	National Foster Care Awareness Month	Recipient at the discretion of Council
	Relay for Life	Recipient at the discretion of Council
	Letter Carriers' Stamp Out Hunger Food Drive Day	Recipient at the discretion of Council
June	Pride Month	Recipient at the discretion of Council
	Juneteenth Day	Recipient at the discretion of Council
July	None at this time.	-
August	Natl. Senior Citizens Day	City Senior Program
September	Old Timers Day Annual Parade	Recipient at the discretion of Council
October	Breast Cancer Awareness Month	Recipient at the discretion of Council
	Indigenous Peoples' Day	Recipient at the discretion of Council
	Disability Awareness Month	City of Madera ADA Council
	Domestic Violence Awareness Month	Recipient at the discretion of Council
November	Veterans Day	Recipient at the discretion of Council
	Small Business Saturday	Recipient at the discretion of Council
December	None at this time.	-