



AGENDA
CITY OF EL CENTRO
CITY COUNCIL
WEDNESDAY, FEBRUARY 26, 2025

City Hall

Special Meeting

3:30 PM

CITY HALL
COUNCIL CHAMBERS
1275 MAIN STREET
EL CENTRO, CA 92243

The public may attend in person. Any member of the public attending in person and wishing to make a comment is asked to complete a speaker slip and follow the instructions below regarding "Notice to the Public". Any member of the public is invited to submit public comments in advance of the meeting to be answered at the meeting. Please email your questions to CityClerk@cityofelcentro.org or call 760-337-4515 by February 26, 2025.

COUNCIL MEMBERS, STAFF AND THE PUBLIC MAY ATTEND VIA ZOOM.

To participate and make a public comment in person, via Zoom or telephone, please raise your hand, speak up and introduce yourself.

Join Zoom Meeting:

<https://us06web.zoom.us/j/4180375132?pwd=Rmo5UjZ1cWdyV1VoWUhSZWp6R0tVZz09&omn=89456414171>

Optional dial-in number:

Meeting ID: 418 037 5132 Passcode: 5iHJYM

Public comments via zoom are subject to the same time limits as those in person.

Mayor and Council Members may be reached at (760) 336-8989

Mayor: Tomás Oliva
Mayor Pro-Tem: Sonia Carter
Council Members: Sylvia Marroquin
Claudia Camarena
Marty Ellett

Interim City Manager: Daniel Paramo
City Attorney: Elizabeth Martyn Evans
City Clerk: Norma Wyles

3:30 PM - OPEN SESSION:

ALL TIMES ARE APPROXIMATE AND MAY VARY:

CALL TO ORDER:

ROLL CALL BY CITY CLERK:

PLEDGE OF ALLEGIANCE:

INVOCATION:

NOTICE TO THE PUBLIC

This is a public meeting. If there is an item on the agenda on which you wish to be heard, you are asked to complete a blue speaker slip and submit it to the City Clerk prior to the start of the meeting. **Persons wishing to address the Council are not required to identify themselves (Gov't Code § 54953.3); however, this information assists the Mayor by ensuring that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes.** When the item is announced and your name is called by the Mayor, please step to the podium and state your name for the record. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. If you wish to address the Council concerning any other matter not appearing on the agenda, you may do so during the public comment portion of the agenda. **However, you may not show a visual presentation without review of that material. If you do so, you will be considered out of order.**

* Any information provided on the "Speaker Slip" is voluntary and will be public record

NEW BUSINESS:

1. Approval of agreement for electrical repairs at the Old Post Office Building.

Presentation: Abraham Campos, Public Works Director/City Engineer

Recommendation:

Approve agreement with Tom Watson Incorporated for repairs at the Old Post Office Building and authorize budget request as presented.

4:00 PM - CLOSED SESSION - CONFERENCE ROOM "A":

ROLL CALL

CLOSED SESSION PUBLIC COMMENT:

Any member of the public wishing to address the City Council on any matter on this agenda is asked to complete a "Speaker Slip" and submit it to the City Clerk prior to the start of the meeting. No comments on non-agenda items will be heard at this special meeting.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION

CITY COUNCIL CLOSED SESSION:

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Interim City Manager Daniel Paramo, Human Resources Director Dulce Bedolla and Patrick Clark, consultant.

Employee organization: Police Officers Association

Under consideration: Salaries, salary schedules, compensation and any other matter within the scope of representation.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: El Centro Regional Medical Center, 1415 Ross Ave.

Negotiators: Mayor Oliva and Council member Marroquin

Negotiating with: IVHD representatives

Under negotiation: price and terms

CITY ATTORNEY REPORT ON CLOSED SESSION:

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet will be available for public inspection at the Office of the City Clerk, 1275 Main Street, El Centro, California 92243, Monday-Friday during normal business hours.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (760) 337-4515. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangement to assure accessibility to this meeting.



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-46)

Item: 1.

Meeting: 2/26/2025 3:30 PM

Department: Public Works

Category: Action Item

Prepared by: Abraham Campos, Public
Works Director/City Engineer

Department Head: Abraham Campos

DOC ID: 2025-46

Approval of agreement for electrical repairs at the Old Post Office Building.

CITY MANAGER'S RECOMMENDATION:

Approve agreement with Tom Watson Incorporated for repairs at the Old Post Office Building and authorize budget request as presented.

FISCAL IMPACT:

\$157,510.23 impact to the General Fund Reserves

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Environmental Sustainability & Infrastructure

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

NA. Contractor has done multiple successful projects with the City of El Centro

BACKGROUND:

The City owns the Old Post Office building along 5th Street. The building was built in 1932 and is an example of Beaux Arts Classic architecture, with elements of the Italianet/Renaissance Revival Style. It is one of two buildings in Imperial County listed on the National Register.

In fall of last year, the City was notified by IID of electrical damage at the building that required IID stop providing power to the building to avoid a potential fire.

DISCUSSION:

For repairs, the City and IID contacted Tom Watson for assessment. Due to the age of the building and limited records, Tom Watson and IID proceeded to review and make safety electrical repairs to the structure. The repairs were extensive due to outdated wiring and main electrical panel equipment that was required to be removed and replaced.

Total repair costs by Tom Watson is \$157,510.23 and includes work to install two electrical subpanels, one new three phase 225 amp panel, new electrical fed system to the new electrical panel, one 200 amp single phase panel and supporting work and IID coordination.

CONCLUSION:

Approve agreement with Tom Watson Incorporated for repairs at the Old Post Office Building and authorize budget request as presented

ATTACHMENTS:

1. Agreement

2. Agreement Exhibits

City of El Centro Old Post Office Building Electrical Repairs

This Public Works Agreement is made and effective as of the last signature date below ("Effective Date") by and between the City of El Centro, a California charter city ("CITY"), located at 1275 W. Main St., El Centro, CA 92243, and Tom Watson, Inc., located at 1199 Industry Way, El Centro, CA 92243, ("CONTRACTOR").

WITNESSETH

WHEREAS, CITY desires to contract with a licensed and registered entity to provide electrical repairs at the Old Post Office building; and

WHEREAS, pursuant to the provisions of City Code section "2-185" for public projects, engaged in an informal bid process; and

WHEREAS, CONTRACTOR has worked with the City on previous projects and has the requisite personnel and experience; and

WHEREAS, CITY staff requested Tom Watson Inc. ("CONTRACTOR"), who has knowledge of the site and has worked with IID to assist with the repairs.

NOW, THEREFORE, it is mutually understood and agreed by CITY and CONTRACTOR as follows:

ARTICLE I COMPLETE AGREEMENT

A. The complete Agreement shall consist of the following component parts: This Agreement, the Non-collusion Affidavit, List of Subcontractors, Exhibit C, General Information, Non-collusion Declaration, Corporate Certification, Drug/Alcohol Testing Requirements, Workers' Compensation Certificate, Contractor's Certification of Qualification for License Classification and , Exhibit A dated 1/21/25, each of the component and any other related documents, which are as fully a part of this Agreement as if hereto attached. This instrument and the other documents mentioned above in this Article 1 constitute the complete and exclusive statement of the term(s) and condition(s) of the Agreement between CITY and CONTRACTOR and supersedes all prior representations, understandings, and communications between the parties. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. In the event of any discrepancy between or among the portions of the Agreement Documents, the following shall take precedence: (a) Change Orders/ Amendments/ Modifications; (b) this Agreement; (c) the accepted CONTRACTOR's proposal; (d) Addenda, if any; and (e) the solicitation, if any. All days set out are calendar days unless otherwise provided.

C. CITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically authorized by signed written amendment to this Agreement issued in accordance with the provisions of this Agreement.

ARTICLE II SCOPE OF WORK

- A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the repairs described on the attached invoice dated 1/21/25, number #20214 hereto as Exhibit A and incorporated herein by this reference.
- B. All services and equipment shall be provided at the times and places designated by the CITY.

ARTICLE III TERM

This contract shall commence on upon the last signature date on the agreement, and end upon payment of invoice number 20214 or as may be revised.

ARTICLE IV MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including, but not limited to obligation for CONTRACTOR's costs and profit), shall be One hundred fifty-seven thousand five hundred ten dollars and twenty-three cents (\$157,510.23) for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases, materials, equipment, the deliverables, and costs arising from CONTRACTOR's performance of this Agreement. CONTRACTOR exceeds the maximum cumulative amount at its own risk and expense.

ARTICLE V PAYMENT

- A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 6 below, CITY shall pay CONTRACTOR for work satisfactorily completed in accordance with the terms of the contract.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests that are not timely made in accordance with that Article. This agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the

CONTRACTOR.

ARTICLE VI PREVAILING WAGES

Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Imperial County. Wage rates shall conform to those available on the DIR website at www.dir.ca.gov/OPRL/Pwd.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

- | | |
|---------------------------|--|
| 1. Section 1773.8 | Travel and Subsistence Pay |
| 2. Section 1774 | Prevailing Wage Requirement |
| 3. Section 1775 | Penalty for Failure to Comply with Prevailing Wage Rates |
| 4. Section 1776 | Payroll Records |
| 5. Section 1777.4 | Apprenticeship Requirements |
| 6. Section 1777.5 | Apprenticeship Requirements |
| 7. Sections 1810 and 1811 | Working Hour Restrictions |
| 8. Section 1813 | Penalty for Failure to Pay Overtime |
| 9. Section 1815 | Overtime Rate Requirement |

ARTICLE VII CONTRACTOR'S LICENSE

At the time of the bid submittal, the bidder must have current licenses and certifications as listed below plus any others determined to be applicable. This includes a joint venture formed to submit a bid.

Contractor shall have a Class A or C-10 License by the Contractors State License Board of the State of California.license

Successful Bidder and Subcontractors shall obtain a City Business License and any applicable permits required by the City or by other agencies of the State and County prior to commencing any work.

Furthermore, CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing and currently is registered with the Department of Industrial Relations.

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Tom Watson whose title is President, is authorized to act for and bind the corporation.

CONTRACTOR shall have a current City business license at the time of commencement of work on the project.

ARTICLE VIII REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code, unless otherwise exempted by the provisions of State law for contracts under \$25,000 for new construction, alteration, installation demolition or repair or under \$15,000 for maintenance, CONTRACTOR and all Subcontractors must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing. The CONTRACTOR must submit certified payroll prior to any payment for work performed.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Such registration must be continued throughout the term of the project.

Pursuant to these requirements, attached as Exhibit B is a listing of subcontractors with their current licenses numbers.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE IX NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, or postage prepaid and addressed as follows:

To CITY: Abraham Campos,
Director of Public Works/City Engineer
City of El Centro
1275 W. Main St.
El Centro, CA 92243

To CONTRACTOR: Tom Watson, Inc.
1199 Industry Way
El Centro, CA 92243
Attn: Tom Watson
President

ARTICLE X INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to CITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be considered exclusively to be employees of CONTRACTOR and not employees of CITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such

as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE XI INSURANCE

The bidder shall not commence work under this contract until it has secured all insurance and bonds required nor shall it allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the CITY in writing.

Without limiting Contractor's indemnification of CITY, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the 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, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees,

Contractor shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY and their officers, officials, agents, employees and authorized volunteers.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration 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, their agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.

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 Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against 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 CITY and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements 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.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and their officers, officials, employees, agents and authorized volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY.

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 CITY.

Timely notice of claims. Contractor shall give 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 judgment may be necessary for its proper protection and prosecution of the Work.

Contractor agrees to provide immediate notice to CITY of any claim or loss against contractor that includes CITY as a defendant. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. In the event of any loss that is not insured due to the failure of to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the CITY, or the CITY's employees as a result of such failure.

Contractor agrees not to attempt to avoid its defense and indemnity obligations to CITY and its employees, agents, officials and servants by using as a defense contractor's statutory immunity under workers' compensation and similar statutes.

Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which contractor conducts operations of any type on behalf of CITY. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of contractor.

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross-liability exclusions that preclude coverage for suits between contractor and CITY or between CITY and any party associated with CITY or its employees.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

Contractor agrees that upon request, all agreements with subcontractors or others with whom contractor contracts with on behalf of CITY will be submitted to CITY for review. Contractor acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of CITY to request copies of such agreement will not impose any liability on CITY, or its employees.

If contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insured

ARTICLE XII CHANGES

By written notice or order, CITY may, from time to time, order work suspension or make changes

in the general scope of this Agreement, including, but not limited to, the services furnished to CITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify CITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed.

ARTICLE XIII CONTRACTOR CLAIMS

Claims by the CONTRACTOR relating to the Project for (a) a time extension; (b) money or damages arising from work done by, or on behalf of, the CONTRACTOR on the Project for which payment is not expressly provided for or to which the CONTRACTOR is not otherwise entitled; or (c) an amount that is disputed by the CITY, with a value of Three Hundred Seventy Five Thousand Dollars and 00/100 (\$375,000.00) or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and California Public Contract Code Sections 20104 through 20104.6, incorporated by reference. Notwithstanding, statutory Govt. Code Claims procedures apply to any dispute that remains unresolved or to amounts in excess of this limit.

Notwithstanding, the provisions of Public Contract Code Section 9204 govern claims by the CONTRACTOR to the CITY. The provisions of Section 9204 are attached as **Exhibit C** and included by reference.

ARTICLE XIV TERMINATION

A. **Termination Prior to Expiration of Term.** CITY reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to CONTRACTOR. Upon receipt of any notice of termination, pursuant to this Section, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. CONTRACTOR shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer.

B. **Termination for Default of CONTRACTOR.** If termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, CITY may take over work and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation stipulated for the purpose of setoff or partial payment of the amounts owed to the CITY.

ARTICLE XV INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

In addition to any other indemnification provisions of the Contract Documents, and specifically indemnifications for hazardous materials, Contractor shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY and its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, 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 which is caused by the sole or 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 counsels 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 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.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to CITY, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance or subject matter of this agreement. In the event contractor fails to obtain such indemnity obligations from others as required here, contractor agrees to be fully responsible according to the terms of this section.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

ARTICLE XVI

ASSIGNMENT AND SUBCONTRACTING

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of CITY. Consent by CITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

ARTICLE XVII

RECORDS RETENTION AND AUDIT

- A. Contractor shall retain all necessary records to perform the work hereunder and shall make such records available to the City at all times.
- B. Under California Government Code, Section 8546.7, if the amount of public funds expended

under this Agreement exceeds ten thousand dollars (\$10,000), any or documents of both the CITY and the CONTRACTOR shall be subject to examination, audit, and/or copying at any time during regular business hours by the Auditor General for a period of three (3) years after final payment, upon oral or written request of the CITY.

ARTICLE XVIII

CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR f o r a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said Work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

ARTICLE XIX

SUBSURFACE HAZARDOUS MATERIALS

A. If applicable, and in the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required or performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the CITY and the CONTRACTOR Whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law that pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE XX PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

ARTICLE XXI LEGAL PROVISIONS

A. **Governing Law.** The laws of the State of California shall govern this agreement.

B. **Compliance with applicable laws.** CONTRACTOR and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder.

C. **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

D. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Imperial County.

E. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF EL CENTRO

CONTRACTOR

Date: _____

Date: _____

By: Daniel Paramo, Interim City Manager

By: Tom Watson, President



1199 Industry Way
El Centro, CA 92243
LICENSE # 644243
760.352.7776 Phone
760.352.7766 Fax

Exhibit A
Invoice

Date	Invoice #
1/21/2025	20214

Bill To

City of El Centro
1275 Main Street
El Centro, CA 92243

Project**C24-212 Old Post Office Building**

Description	Qty	Rate	Prior %	Curr %	Total %	Amount
OLD POST OFFICE BUILDING 230 S. Fifth Street El Centro, CA 92243						
SCOPE: Repair damaged electrical service entrance and electrical panelboards						
(1) Service Entrance Cabinet, free standing, 600 amps, 3-phase, 4-wire, overhead riser, with distribution board assembled		61,260.66		100.00%	100.00%	61,260.66
(1) Wood Pole, 25ft tall for service drop		2,400.00		100.00%	100.00%	2,400.00
(1) Electrical Panelboard, 225 amps, 3-phase, 4-wire, 42-spaces, installed in basement area to energize submersible water pumps and (2) 10hp blowers		15,983.13		100.00%	100.00%	15,983.13
(1) Feeder to new Panel 3PHA, (1) 3" RAC with (4) #250 kCMIL-XHHW and (1) #2 Ground from Main Service Entrance Cabinet		20,650.00		100.00%	100.00%	20,650.00
(1) 200 amp Fused Disconnect 1-phase, (1) Feeder 3" RAC with (3) 4/0 XHHW and (1) #2 Ground from Main Service Cabinet		23,820.84		100.00%	100.00%	23,820.84
(1) Feeder to Condensing Unit #1 and #2, on each (1) 2" RAC with (3) #1/0 AWG and (1) #6 Ground from Main Service Cabinet		19,054.00		100.00%	100.00%	19,054.00
(1) Soft Starter to Blower #1 rated for 10hp motor with new cabinet and controls, feeder 1" EMT with (3) #10 AWG and (1) #10 Ground		14,341.60		100.00%	100.00%	14,341.60
NOTES: ** Provide and install (1) Cabinet Service Entrance 600 amps rated 240/120 volt 3-PH, High Leg, with distribution board assembled in cabinet, NEMA-3R ** Install (1) wood pole 25ft with secondary riser attached and embedded 48" in ground ** Existing Service Cabinet 400 amps 3-PH is rusted on bottom and internal parts were removed						

Subtotal**Total****Payments/Credits****Balance Due**



1199 Industry Way
El Centro, CA 92243
LICENSE # 644243
760.352.7776 Phone
760.352.7766 Fax

Exhibit A
Invoice

Date

Invoice #

1/21/2025

20214

Bill To

City of El Centro
1275 Main Street
El Centro, CA 92243

Project

C24-212 Old Post Office Building

Description	Qty	Rate	Prior %	Curr %	Total %	Amount
** (2) subpanels that feed power to existing condensing units had moisture making the internal components unsafe to operate ** Install (1) new panelboard 225 amps, 3PH, 4W in basement to feed power to submersible water pumps, install (4) breakers 30 amps, and 10hp Blower #1 and 10hp Blower #2 ** Install feeder to panelboard "3PHA", 225 amps from new Main Service Cabinet ** Install (1) disconnect 200 amps, 1-PH to feed existing subpanels for lighting and general receptacles, feeder from new Main Service Cabinet ** Engineering is not provided ** Electrical calculations per existing equipment ** Permits and Fees by Owner ** Troubleshooting of equipment not a part of scope ** Troubleshooting of lighting and receptacles not a part of scope						

Subtotal \$157,510.23

Total \$157,510.23

Payments/Credits \$0.00

Balance Due \$157,510.23

EXHIBIT B

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to CONTRACTOR in or about the construction of the WORK, or a Subcontractor licensed by the State who, under subcontract to CONTRACTOR, specially fabricates and installs a portion of the WORK according to detailed Drawings contained in the plans and specifications, in an amount in excess of one-half (0.5) of one (1.0) percent of CONTRACTOR's total Bid. The Bidder shall also list below the portion of the WORK which will be done by each Subcontractor under this contract. CONTRACTOR shall list only one (1) Subcontractor for each portion of the WORK. **If Bidder does NOT intend to use ANY subcontractors, state "NONE" in the first block.**

Substitutions of subcontractors listed will not be permitted unless approved by the City of El Centro.

Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

PORTION OF WORK	NAME OF SUBCONTRACTOR	DIR REGISTRATION NUMBER	PLACE OF BUSINESS ADDRESS/TELEPHONE No.

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT C

Public Contract Code Section 9204

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) "Claim" means a separate demand by a 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 a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, CITY, special CITY, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iii) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

- (iv) The Military Department as to any project under the jurisdiction of that department.
 - (v) The Department of General Services as to all other projects.
 - (vi) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
 - (5) "Subcontractor" means any type of contractor 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 a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - (B) The claimant shall furnish reasonable documentation to support the claim.
 - (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
 - (B) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant 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 public entity 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 public entity shall provide the claimant 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 public entity 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 public entity and the claimant sharing the associated costs equally. The public entity and claimant 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.

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (2) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity'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 claimant.
- (3) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (4) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or 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 public entity 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 public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.

- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(les) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY ☐ PRO-JECT ☐ LOC ☐						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	OCCUR ☐ CLAIMS-MADE ☐						\$
	DED ☐ RETENTION \$ ☐						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y/N ☐ N/A ☐						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF EL CENTRO and its employees
1275 W. Main St
El Centro CA 92243

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

GENERAL INFORMATION

BIDDER'S GENERAL INFORMATION:

The Bidder shall furnish the information requested below. Additional sheets shall be attached as required. Failure to complete Item Nos. 1 through 3 will cause the Bid to be non-responsive and shall cause its rejection. In any event, no award will be made until all of the Bidder's general information (i.e., items 1 through 3, inclusive) is delivered to OWNER.

INFORMATION TO BE PROVIDED BY ALL BIDDERS WITH BID SUBMITTAL:

(1) CONTRACTOR's name and address: _____

(2) CONTRACTOR's telephone number: _____ FAX number: _____

(3) CONTRACTOR's license: Primary classification _____

California State License No. and Expiration Date _____

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

To be considered for award, CONTRACTOR shall have met all requirements established by OWNER of the Project.

- END GENERAL INFORMATION -

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

- END NONCOLLUSION DECLARATION -

**CORPORATE CERTIFICATION
OR
PARTNERSHIP INFORMATION**

Name of Corporation or Partnership_____

State of Incorporation_____

List names and addresses of each partner, or titles, names and business addresses of President,
Secretary and Treasurer.

Date_____

Contractor_____

Signature_____

Title_____

ATTEST:

Signature by

Title

END OF CORPORATE CERTIFICATION OR PARTNERSHIP INFORMATION

DRUG/ALCOHOL TESTING REQUIREMENTS

CONTRACTOR shall execute the following form as required by the Federal Drug and Alcohol, Section 49 CFR Part 382.

I agree to comply with the provisions of Federal Omnibus Transportation Employee Testing Act of 1991, and that I will administer a program of alcohol and drug testing of all commercial vehicle operators, as required by Federal Regulations.

CONTRACTOR certifies compliance with the City of El Centro's Drug and Alcohol Free Workplace Policy as a condition of the State Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) and the Federal Drug Free Workplace Act of 1988 (41 U.S.C.A. Sections 701 *et seq.*) In addition, CONTRACTOR agrees to submit a copy of its own drug free workplace policy.

Dated _____

CONTRACTOR's Name

CONTRACTOR's Signature

Title

- **END DRUG/ALCOHOL TESTING REQUIREMENTS** -

WORKERS' COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the WORK of this Agreement.

CONTRACTOR: _____

By: _____

Title: _____

- **END OF WORKERS' COMPENSATION CERTIFICATE** -

**CONTRACTOR'S CERTIFICATION OF QUALIFICATION
FOR LICENSE CLASSIFICATION**

After award of the contract, the Contractor, whether an individual, co-partnership, limited partnership, corporation, or any other combination or organization, shall execute the following form:

1. If an individual, I hereby certify that I am, or my responsible managing employee _____ (insert name) is, qualified for the license classification called for in these contract documents.
2. If a co-partnership or limited partnership, the general partner hereby certifies that the general partner _____ (insert name), or responsible managing employee _____ (insert name), is qualified for the license classification called for in these contract documents.
3. If a corporation, or any other combination or organization, the responsible managing officer _____ (insert name), or a responsible managing employee _____ (insert name), is qualified for the license classification called for in these contract documents.

If the individual who qualifies the Contractor for the license classification called for in these contract documents changes during the progress of the work, then Contractor shall, within seven (7) days of any such change, notify the Director of Public Works in writing of such change, including the name, license number and status of the individual.

For the purpose of this Certification, a responsible managing employee shall mean an individual who is a bona fide employee of the Contractor and is actively engaged in the classification of work for which that individual is the qualifying person on behalf of the Contractor under California law.

DATED: _____ CONTRACTOR: _____

SIGNATURE: _____ TITLE: _____

ATTEST:

SIGNATURE BY: _____

TITLE: _____

- END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION -