



**AGENDA  
CITY OF EL CENTRO  
CITY COUNCIL  
TUESDAY, SEPTEMBER 2, 2025**

**City Hall**

**Regular 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](mailto:CityClerk@cityofelcentro.org) or call 760-337-4515 by September 2, 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=82973477588>

Optional dial-in number: 1-669-444-9171  
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:** Sonia Carter  
**Mayor Pro-Tem:** Marty Ellett  
**Council Members:** Sylvia Marroquin  
Claudia Camarena  
Michael Crankshaw

**Acting City Manager:** Robert Sawyer  
**City Attorney:** Elizabeth Martyn Evans  
**City Clerk:** Norma Wyles

**3:30 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 appearing in the closed session may do so at this time. Unless the Mayor extends the time limit, remarks shall be limited to three (3) minutes. Additional opportunities for Public Comment will be given during and at the end of the meeting.

## **CITY COUNCIL ADJOURNS INTO CLOSED SESSION:**

### **CITY COUNCIL CLOSED SESSION:**

CLOSED SESSION PURSUANT TO GOVT. CODE SECTION 54956.9(D)(4):  
Possible litigation by the City.

CLOSED SESSION PURSUANT TO GOVT. CODE SECTION 54957:  
Public Employment - City Manager.

#### **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

## **6:00 OPEN SESSION**

### **ALL TIMES ARE APPROXIMATE AND MAY VARY:**

#### **CALL TO ORDER:**

#### **ROLL CALL BY CITY CLERK:**

#### **PLEDGE OF ALLEGIANCE:**

#### **INVOCATION:**

#### **CITY ATTORNEY REPORT ON CLOSED SESSION:**

#### **(TIME MAY VARY) PUBLIC COMMENTS:**

The City Council welcomes your input. At this time, members of the public may address the City Council on any matter not listed on the posted agenda. Pursuant to the Brown Act, no action will be taken on any issue brought forth under Public Comments. We ask that you please complete a "Speaker Slip" and submit it to the City Clerk prior to the start of the meeting. Although you are not required to identify yourself (Gov't Code §54953.3); this information on the "Speaker Slip" assists the Mayor that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. \* Any information provided on the "Speaker Slip" is voluntary and will be public record.

#### **PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR:**

1. Update regarding El Centro Regional Medical Center transfer to Imperial Valley Health District.
2. Update on Bus Stop Refresh & Maintenance - ICTC Executive Director, David Aguirre
3. Retirement Plaque - Gabriel Hernandez, Building Maintenance Mechanic II

4. Retirement Plaque - Luis Sanchez, Equipment Operator

**CONSENT AGENDA (ITEMS 5 -7):**

5. Approval of City Council Minutes from August 14, 2025 and August 19, 2025.
6. Approval of the Public Works Shade Structure Improvements Project - Plans and Specifications.
7. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL RESCINDING RESOLUTION NO. 97-3 AND TERMINATING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL CENTRO AND CALTRANS RELATED TO FUTURE IMPROVEMENTS OF STATE ROUTE 86.

**PUBLIC HEARING:**

8. Public Hearing to Approve the 2024/2025 Consolidated Annual Performance and Evaluation Report (CAPER), Approval of the CAPER, and Authorization for Staff to Submit the CAPER to the U.S. Department of Housing and Urban Development (HUD).

**Presentation:** Adriana Nava, Community Services Director

**Recommendation:**

1. Staff recommends the City Council open the public hearing, solicit public input on the 2024/2025 Draft Consolidated Annual Performance and Evaluation Report (CAPER) and approve the CAPER.
2. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT 2024/2025 AS PART OF THE END OF THE YEAR REQUIREMENT REPORT PROVIDED TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT UNDER THE ENTITLEMENT GRANTEE PROGRAM.

**LEGISLATIVE ACTION:**

**INFORMATIONAL ITEM:**

9. Received Certificate of Mailing Notice of Application to the City, County and Municipal Governmental Agencies a Notice of Southern California Gas Company (SoCalGas).

**TASK FORCE REPORTS AND MAYOR - COUNCIL MEMBER REPORTS:**

**CITY MANAGER REPORT:**

**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 # 2025-280)**

**Item: 1.**

Meeting: 9/2/2025 3:30 PM

Department: City Clerk

Category: Presentation

Prepared by: Norma Wyles, City Clerk

Department Head:

DOC ID: 2025-280

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**Update regarding El Centro Regional Medical Center transfer to Imperial Valley Health District.**

**CITY MANAGER'S RECOMMENDATION:**

**FISCAL IMPACT:**

**STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:**

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

**BACKGROUND:**

**DISCUSSION:**

**CONCLUSION:**

**ATTACHMENTS:**

None



**City Council of the City of El Centro**

1275 W. Main Street  
El Centro, CA 92243

**SUBMITTED**

**ACTION ITEM (ID # 2025-246)**

**Item: 2.**

Meeting: 9/2/2025 3:30 PM

Department: City Manager

Category: Presentation

Prepared by: Cindy De Zilwa,  
Management Assistant

Department Head:

DOC ID: 2025-246

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**Update on Bus Stop Refresh & Maintenance - ICTC Executive Director, David Aguirre**

**CITY MANAGER'S RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:**

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

N/A

**BACKGROUND:**

N/A

**DISCUSSION:**

N/A

**CONCLUSION:**

N/A

**ATTACHMENTS:**

None



**City Council of the City of El Centro**

1275 W. Main Street  
El Centro, CA 92243

**SUBMITTED**

**ACTION ITEM (ID # 2025-257)**

**Item: 3.**

Meeting: 9/2/2025 3:30 PM

Department: City Manager

Category: Presentation

Prepared by: Cindy De Zilwa,  
Management Assistant

Department Head:

DOC ID: 2025-257

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**Retirement Plaque - Gabriel Hernandez, Building Maintenance Mechanic II**

**CITY MANAGER'S RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:**

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

N/A

**BACKGROUND:**

N/A

**DISCUSSION:**

N/A

**CONCLUSION:**

N/A

**ATTACHMENTS:**

None



**City Council of the City of El Centro**

1275 W. Main Street  
El Centro, CA 92243

**SUBMITTED**

**ACTION ITEM (ID # 2025-281)**

**Item: 4.**

Meeting: 9/2/2025 3:30 PM

Department: City Manager

Category: Presentation

Prepared by: Cindy De Zilwa,  
Management Assistant

Department Head:

DOC ID: 2025-281

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**Retirement Plaque - Luis Sanchez, Equipment Operator**

**CITY MANAGER'S RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:**

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

N/A

**BACKGROUND:**

N/A

**DISCUSSION:**

N/A

**CONCLUSION:**

N/A

**ATTACHMENTS:**

None



**City Council of the City of El Centro**

1275 W. Main Street  
El Centro, CA 92243

**SUBMITTED**

**ACTION ITEM (ID # 2025-285)**

**Item: 5.**

Meeting: 9/2/2025 3:30 PM

Department: City Clerk

Category: Action Item

Prepared by: Norma Wyles, City Clerk

Department Head: Norma Wyles

DOC ID: 2025-285

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**Approval of City Council Minutes from August 14, 2025 and August 19, 2025.**

**CITY MANAGER'S RECOMMENDATION:**

Approve the City Council meeting minutes of August 14, 2025 and August 19, 2025.

**FISCAL IMPACT:**

**STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:**

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

**BACKGROUND:**

**DISCUSSION:**

**CONCLUSION:**

**ATTACHMENTS:**

1. 08-14-2025 Special Meeting CC Minutes
2. 08-19-2025 Regular CC Minutes

**SPECIAL MEETING  
EL CENTRO CITY COUNCIL  
CONFERENCE ROOM A  
1275 MAIN STREET, EL CENTRO, CA  
THURSDAY, AUGUST 14, 2025, 11:30 A.M.**

**OPEN SESSION**

The El Centro City Council met in a special meeting on Thursday, August 14, 2025 at 11:32 a.m. in Conference Room A, El Centro City Hall, 1275 Main Street, El Centro, California.

**PRESENT:** Council: Crankshaw, Camarena, Ellett, Marroquin  
City Clerk Wyles, Acting City Manager Sawyer, City Attorney Martyn Evans

**ABSENT:** Council (Carter)

**MOTION TO GO INTO CLOSED SESSION:**

Moved by Marroquin, second by Camarena to go into closed session at 11:32 a.m.

**CLOSED SESSION PUBLIC COMMENT:**

No comments were received.

**CITY COUNCIL CLOSED SESSION**

**PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT**

CLOSED SESSION WITH LEGAL COUNSEL PURSUANT TO GOVT. CODE SECTION 54956.9(d)(2) –  
Potential litigation against the City – 1 case

**CITY ATTORNEY REPORT ON CLOSED SESSION:**

No reportable action.

**ADJOURNMENT**

With no further business to come before City Council, the meeting adjourned at 1:00 p.m.

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Norma Wyles, City Clerk

APPROVED BY:

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Sonia Carter, Mayor

**REGULAR MEETING**  
**EL CENTRO CITY COUNCIL**  
**CITY HALL, COUNCIL CHAMBERS**  
**1275 MAIN STREET, EL CENTRO, CA**  
**TUESDAY, AUGUST 19, 2025, 3:30 P.M.**

The El Centro City Council met in a regular session on Tuesday, August 19, 2025 at 3:38 p.m. in Conference Room A, El Centro City Hall, 1275 W. Main Street, El Centro, California for the purpose of closed session.

**PRESENT:** Council: Crankshaw, Camarena, Carter, Ellett, Marroquin  
City Clerk Wyles, Acting City Manager Sawyer, City Attorney Martyn Evans

**ABSENT:** None

**CLOSED SESSION PUBLIC COMMENT**  
None

**CITY COUNCIL CLOSED SESSION**  
Moved by Marroquin, second by Ellett, to adjourn into closed session for:

**CONFERENCE WITH LABOR NEGOTIATIONS PURSUANT TO GOVT. CODE SECTION 54957.6**  
Agency designated representatives: Dulce Bedolla, Human Resource Director, Patrick Clark, Consultant  
Employee Organizations: All bargaining units regarding salaries and fringe benefits

**CLOSED SESSION PURSUANT TO GOVT. CODE SECTION 54956.9(d)(2):**  
Potential litigation against the city.

Motion carried unanimously.

Closed Session concluded at 5:47 p.m.

City Council recessed to 6:00 p.m.

**OPEN SESSION**  
The El Centro City Council met in a regular session on Tuesday, August 19, 2025, at 6:02 p.m. in Council Chambers, El Centro City Hall, 1275 Main Street, El Centro, California.

**PRESENT:** Council: Crankshaw, Camarena, Carter, Ellett, Marroquin  
City Clerk Wyles, Acting City Manager Sawyer, City Attorney Martyn Evans

**ABSENT:** None

Pledge of Allegiance to the flag of the United States of America was led by Council Member Crankshaw and Invocation was given by Mayor Pro-Tem Ellett.

**CITY ATTORNEY REPORT ON CLOSED SESSION**  
No reportable action.

**PUBLIC COMMENTS**

Public comments were received from Peter Rodriguez and Pastor Markco L. King.

**PRESENTATION AND ANNOUNCEMENTS BY MAYOR**

1. Presentation by Dr. Thomas Tacke, Pd. D., from Central Union High School. Regarding student-created podcast Voice del Valle.
2. Presentation by Linsey Dale, Imperial County Registrar of Voters, information regarding the Voter's Choice Act.
3. Presentation of the Imperial Valley 9/11 Memorial Event and Stair Climb, by Matt Garcia.
4. **Referred to the September 2, 2025 Council Meeting.** Update regarding El Centro Regional Medical Center transfer to Imperial Valley Health District.

**CONSENT AGENDA (ITEMS 5-12)**

Moved by Camarena, second by Marroquin, approving consent items # 5 - 12.

5. Approval of Warrant Registers for the Month of July 2025.
6. Approval of Payroll Registers for the Month of July 2025.
7. Approval of the Treasurer's Report for the Month of July 2025.
8. Approval of City Council meeting minutes of June 17, 2025, June 24, 2025, July 1, 2025, July 15, 2025, July 23, 2025, July 28, 2025, and August 5, 2025.
9. Approval of the granting of an easement to the Imperial Irrigation District west of the Water Treatment Plant at the City of El Centro.
10. Adoption of **Resolution No. 25-52**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE HEART OF EL CENTRO COMMUNITY CONNECTIVITY AND REVITALIZATION PROJECT.
11. Approval of 2025 RFP On-Call Architectural Design and Construction Management and Inspection Services.
12. Approval of 2025 RFP On-Call Civil Engineering General and Civil Engineering Water and Wastewater Treatment Services.

AYES: Crankshaw, Camarena, Carter, Ellett, Marroquin  
NOES: None  
ABSENT: None  
ABSTAINED: None



**NEW BUSINESS**

13. Moved by Carter, second by Marroquin, approval of a community sponsorship in the amount of \$ 911 to the Imperial Valley 9/11 Memorial Event & Stair Climb.

AYES: Crankshaw, Camarena, Carter, Ellett, Marroquin  
NOES: None  
ABSENT: None  
ABSTAINED: None

14. Presentation by Adriana Nava, Community Services Director, discussion and any necessary action regarding the consideration of a contract with MYLO Janitorial Services in the amount of \$191,556 for janitorial services for recreation facilities and the new police station. Public comment was received by Virginia Gonzalez from the Work Training Center.  
Council members had various questions regarding the janitorial services contract and asked Virginia Gonzalez from the WTC specifically about cleaning second-story windows. Ms. Gonzalez responded that her company had no experience in that area.

Council Member Crankshaw made a motion to approve the recommended contract with MYLO Janitorial Services; however, the motion died for lack of a second.

Moved by Ellett, second by Camarena, to award a contract to the Work Training Center.

AYES: Camarena, Carter, Ellett, Marroquin  
NOES: Crankshaw  
ABSENT: None  
ABSTAINED: None

15. Presentation by Abraham Campos, Public Works Director/City Engineer, approval of Change Order No. 2 to Martin Construction, Inc., related to the CDBG Sidewalk and ADA Curb Ramp Improvement Project. Council member Crankshaw asked several questions regarding the project pricing, which Mr. Campos addressed.  
Moved by Ellett, second by Marroquin, authorize budget as requested and authorize Change Order No. 2 to Martin Construction, Inc. as presented.

AYES: Crankshaw, Camarena, Carter, Ellett, Marroquin  
NOES: None  
ABSENT: None  
ABSTAINED: None

16. Moved by Marroquin, second by Crankshaw, approval of plans of specifications for the Jacaranda Apartments AHSC Grant Bike Lane and Street Improvements Project and authorize staff to release for public bidding.

AYES: Crankshaw, Camarena, Carter, Ellett, Marroquin  
NOES: None  
ABSENT: None  
ABSTAINED: None

17. Moved by Ellett, second by Marroquin, approval of the revised Police Station budget as presented. Council members had several questions regarding the item up for approval, which Mr. Campos addressed by explaining the specific request being made.

AYES: Crankshaw, Camarena, Carter, Ellett, Marroquin  
NOES: None  
ABSENT: None  
ABSTAINED: None

18. Moved by Marroquin, second by Camarena, adoption of **Ordinance No. 25-04, AN URGENCY ORDINANCE OF THE CITY OF EL CENTRO REVISING SECTION 18-149 OF THE MUNICIPAL CODE TO CLARIFY ITS TERMS AND PROVIDE THAT VIOLATIONS OF THE CAMPING PROVISIONS OF THAT CODE MAY BE PROSECUTED AS MISDEMEANORS AND DECLARING THE URGENCY THEREOF.**

Comment was received by Peter Rodriguez.

AYES: Crankshaw, Camarena, Carter, Ellett, Marroquin  
NOES: None  
ABSENT: None  
ABSTAINED: None

19. Presentation by Adriana Nava, Community Services Director, discussion and any necessary action regarding the approval of bid documents for Frazier Field – Eddie White Complex Parking Lot Project.

Council member Camarena asked if additional ADA stalls could be installed, and Ms. Nava explained that more stalls would be added in accordance with zoning code requirements. Ms. Nava also explained that this parking lot would be a designated as a city parking lot and would include the required signage. Public comments was received by Peter Rodriguez.

Moved by Ellett, second by Camarena, approval of bid documents for the Frazier Field – Eddie White Complex Parking Lot Project and authorize the Community Services department to send the project out to bid.

AYES: Crankshaw, Camarena, Carter, Ellett, Marroquin  
NOES: None  
ABSENT: None  
ABSTAINED: None

20. Discussion and any necessary action regarding the appointments to the Library and Community Services Board to fill three (3) scheduled vacancies.  
**\*The item was pulled and will be deferred to the September 2, 2025, City Council meeting.**
21. Discussion and any necessary action regarding the appointments to the Imperial Valley Housing Authority Board to fill one (1) scheduled vacancy.  
**\*The item was pulled and will be deferred to the September 2, 2025, City Council meeting.**

22. Moved by Carter, and second by Ellett, appointment of voting delegate, Mayor Pro-Tem **Marty Ellett** and alternate, Mayor **Sonia Carter**, for the League of California Cities Annual Conference and Expo to be held October 8-10, 2025 in Long Beach, CA.

Public comment was received by Peter Rodriguez.

AYES: Crankshaw, Camarena, Carter, Ellett, Marroquin  
NOES: None  
ABSENT: None  
ABSTAINED: None

**LEGISLATIVE ACTION:**

None

**TASK FORCE AND MAYOR & COUNCIL MEMBERS REPORTS**

Council Members provided updates on their recent activities since the last City Council meeting and shared information about upcoming events.

**CITY MANAGER REPORT**

City manager reported on recent activities since the last City Council meeting.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 8:34 p.m.

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Norma Wyles, City Clerk

APPROVED BY:

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Sonia Carter, Mayor



**City Council of the City of El Centro**

1275 W. Main Street  
El Centro, CA 92243

**SUBMITTED**

**ACTION ITEM (ID # 2025-243)**

**Item: 6.**

Meeting: 9/2/2025 3:30 PM

Department: Public Works

Category: Action Item

Prepared by: Elizabeth Zarate, Analyst

Department Head: Abraham Campos

DOC ID: 2025-243

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**Approval of the Public Works Shade Structure Improvements Project - Plans and Specifications.**

**CITY MANAGER'S RECOMMENDATION:**

Approve the plans and specifications for the Public Works Shade Structure Improvements Project and authorize staff to release for public bidding.

**FISCAL IMPACT:**

No impact on the general fund. A total of \$400,000 is available in Fiscal Year 2026 from Enterprise funds for this project.

Funding Source Breakdown:

\$100,000 Water Treatment Plant (9511)

\$150,000 Water Treatment Administration (9516)

\$150,000 Wastewater Treatment Administration (9528)

**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

**BACKGROUND:**

The Public Works Yard at 307 W. Brighton and the Water Treatment Plant at Danenberg Drive parking lots do not have shaded parking. The City Council has approved the budget for providing shade structures at these locations.

**DISCUSSION:**

City public works staff have completed the design for this project in-house, resulting in savings in consultant fees. City Staff is ready to release this project for public bidding.

**Tentative Schedule for the Project:**

|                    |                                           |
|--------------------|-------------------------------------------|
| September 2, 2025  | City Council approves project bid package |
| September 5, 2025  | Project released for public bidding       |
| September 18, 2025 | Mandatory Pre-Bid Meeting                 |
| September 30, 2025 | Questions Due                             |
| October 16, 2025   | Bids Due                                  |
| December 2, 2025   | Project Award                             |
| December 2025      | Notice to Proceed is issued               |
| January 2026       | Construction Begins                       |
| April 2026         | Construction Complete                     |

**CONCLUSION:**

Approve the plans and specifications for the Public Works Shade Structure Improvements Project and authorize staff to release for public bidding.

**ATTACHMENTS:**

1. BID Final
2. Exhibit A - 00082019
3. PW and WTP Shade Structures set of plans 8-26-25\_Signed



City of El Centro, California

Bid Proposal, Contract Documents and Specifications

for

**SHADE STRUCTURE IMPROVEMENTS PROJECT AT  
PUBLIC WORKS & WATER TREATMENT PLANT  
ADMINISTRATION BUILDING**

For use in conjunction with “Standard Specification for Public Works Construction,” 2024 Edition,  
together with subsequent annual supplements as published by Building News, Inc.

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APPROVED:

A handwritten signature in blue ink, appearing to read "Abraham Campos", is written over a horizontal line.

Abraham Campos, P.E.  
Director of Public Works/City Engineer

# SHADE STRUCTURE IMPROVEMENTS PROJECT AT PUBLIC WORKS & WATER TREATMENT PLANT ADMINISTRATION BUILDING

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## NOTICE INVITING BIDS

**RECEIPT OF BIDS:** Sealed Bids will be received at the office of the City Clerk, City of El Centro, OWNER of the WORK, located at 1275 W. Main Street, El Centro, CA 92243, until **October 16, 2025**, at 2:00 p.m. for the construction of the “**SHADE STRUCTURE IMPROVEMENTS PROJECT AT PUBLIC WORKS & WATER TREATMENT PLANT ADMINISTRATION BUILDING.**”

### DESCRIPTION OF WORK::

Furnishing all labor, materials, necessary tools, equipment, supervision, appurtenances, construction permits, utility owner coordination, and all utility and transportation services required for:

#### Base Bid: Shade Structures:

The work shall consist of the installation of pre-manufactured fully cantilevered and dual cantilevered shade structures, primed and painted per City Public Works Director or his representative, and all appurtenant work in order to complete said shade structures. The design of the shade structures shall consist of structural shop drawings, plans, specifications, and calculations, stamped and signed by a California Registered Civil Engineer or California Registered Structural Engineer. The shade structures must be built according to the plans & specifications approved by the City of El Centro Community Development Department, through a building permit, and at those locations shown in the proposal plans. The shades shall match those already installed in City owned parking lots.

#### Shade Structure Lighting:

The shades shall also have vandal proof lights, 120 volts each high-pressure sodium industrial type lighting underneath to allow for lighted parking spaces at night. The lights shall have a timer mechanism to allow for non-operation during daylight hours. The electrical work will consist of underground conduit, and light fixture installation for the shade canopy lights.

The scope of work is more specifically described on the construction plans and in these Specifications.

**SITE OF WORK:** The site of the WORK is located in the City of El Centro at Public Works-Admin, 307 W. Brighton Ave, and Public Works Water Treatment Plant, 1101 W. Danenberg Drive; El Centro, CA 92243.



**COMPLETION OF WORK:** The WORK must be completed within ninety (90) Calendar Days after the commencement date stated in the Notice to Proceed.

**OPENING OF BIDS:** The Bids will be publicly opened and read at 2:00 pm on **October 16, 2025**, at the above-mentioned office of OWNER.

**OBTAINING CONTRACT DOCUMENTS:** The Contract Documents are entitled “**SHADE STRUCTURE IMPROVEMENTS PROJECT AT PUBLIC WORKS & WATER TREATMENT PLAN ADMINISTRATION BUILDING.**”

The Contract Documents are available through Planet Bids, by accessing our website ([www.cityofelcentro.org](http://www.cityofelcentro.org)) and selecting “GOVERNMENT> PUBLIC WORKS> BIDS & PROPOSALS> PROCEED TO SITE” from the drop down menu or by visiting <https://pbsystem.planetbids.com/portal/41180/portal-home>

**MANDATORY PRE-BID CONFERENCE:** Bidders are required to attend a pre-bid meeting, which will be conducted by the City of El Centro CONSTRUCTION MANAGER at 10:00 A.M. on **September 18, 2025**, 2025. The meeting will be held at the City of El Centro, **Economic Development** Conference Room located at **1249 W. Main Street**, El Centro CA 92243. The object of the meeting is to acquaint Bidders with the site conditions and mandatory bidding requirements and subcontractors of subcontracting and material supply opportunities. At that meeting, the City of El Centro’s Equal Opportunity Program goals and reporting procedures will be discussed.

**QUESTIONS AND CITY RESPONSES:** Technical questions should be directed to the CONSTRUCTION MANAGER through the Planet Bids portal. Questions must arrive at least ten (10) days prior to the bid opening to allow time for distributing answers and/or clarifications to plan holders. Responses to questions that may be asked will be provided by Addendum. Only responses by Addendum will be bindings. No oral comments shall be of any force or effect with respect to this solicitation. As used herein, all days are calendar days unless otherwise specified.

#### **REQUIRED DOCUMENTS AT BID TIME:**

The bid shall be considered incomplete and be disqualified if any of the required BIDDING DOCUMENTS in pages BD9 to BD22 of this solicitation are not provided as instructed.

**BID SECURITY:** Each Bid shall be accompanied by a certified or cashier's check or bid bond in the amount of ten (10) percent of the total Bid price payable to the City of El Centro as a guarantee that the Bidder, if its bid is accepted, will promptly execute the Agreement. A bid shall not be considered unless one of the forms of bid security is enclosed with it.

**BIDS TO REMAIN OPEN:** The Bidder shall guarantee the total Bid price for a period of ninety (60) calendar Days from the date of Bid opening.

**CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, OWNER has determined that CONTRACTOR shall possess a valid Class A California contractor's license at the time that the Bid is submitted. Failure to possess the specified license shall render the Bid non-responsive and shall act as a bar to award of the Agreement to any Bidder not possessing said license at the time of Bid.

**CALIFORNIA WAGE RATE REQUIREMENTS:** In accordance with the provisions of California Labor Code sections 1770 *et seq.* as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such sections for the locality in which the WORK is to be performed. A copy of said wage rates is on file at the office of OWNER. It shall be mandatory for CONTRACTOR to whom the WORK is awarded, and upon any Subcontractor under CONTRACTOR, to pay not less than said specified rates to all workers employed by them in the execution of the WORK.

#### **CONTRACTOR AND SUBCONTRACTOR REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS:**

Labor Code section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code section 4104, or engage in the performance of any contract for public work, as that term is defined in Chapter 1, Part 7, Division 2 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. Labor Code section 1771.1 also provides that it is not a violation of that section for an unregistered contractor to submit a bid that is authorized by Business and Professions Code section 7029.1 or by Public Contract Code section 10164, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded.

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

**RETENTION FROM PAYMENTS:** CONTRACTOR may elect to receive one hundred (100) percent of payments due under the Contract Documents from time to time, without retention

of any portion of the payment by OWNER, by depositing securities of equivalent value with OWNER in accordance with the provisions of section 22300 of the Public Contract Code. Such securities, if deposited by CONTRACTOR, shall be valued by OWNER, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by CONTRACTOR and OWNER. The provisions of Public Contract Code Section 22300 are attached and incorporated as Exhibit "A".

**FILING OF BID PROTESTS:** By submitting a Bid, each Bidder hereby agrees and understands that the Bidder must comply with these protest procedures and exhaust all administrative remedies set forth herein prior to the initiation of any type of related legal action. With the express written consent of the City and Bidder, and subject to the requirements of applicable law, this protest procedure can also be used to resolve issues surrounding the City's determination of a Bidder as not responsible. The following terms as used in this Section shall have the following meanings:

"Protest" shall mean a written objection by an interested party or affected party to (i) the requirements or specifications contained in the Notice to Bidders or any portion of documents accompanying that notice; or (ii) a proposed award recommendation protest.

- A. Solicitation Phase Protest. The purpose of the solicitation is to obtain competitive Bids from Bidders. Any Bidder who has submitted a bid and who believes that a free and open competition has not taken place or that a particular specification or requirement is impractical, unduly restrictive, or ambiguous may advise the City of its concerns by submitting a detailed Solicitation Protest Statement in accordance with the requirements set forth below in this Section A. The Protest does not replace the requirement to report irregularities in the bid documents.

(1) Contents and Requirements

A solicitation protest must be submitted to the contact named in the bid documents by personal delivery or email by close of business at least fifteen (15) calendar days prior to the Bid due date, and must contain all of the following to be considered:

- a. The name, address, and telephone number of the protester; and
- b. The Project Name and Project Number; and
- c. A detailed statement setting forth the grounds for protest, which shall include all the factual and legal documentation in support of the protest in sufficient detail to establish merits of the protest; and
- d. The desired resolution of the protest.

If the submitted protest does not comply with the requirements set forth herein, then it will not be considered for evaluation and will be returned to the protestor. Any grounds for protest not raised are waived. The protest may not be amended after filing. The protest is a public document.

(2) Evaluation and Determination

No hearing will be held on the protest. City's Public Works Director or designee ("Public Works Director"), will review the protest and any supporting material and conduct an investigation of the facts. He/she may, but need not, require other Bidders to submit statements or arguments regarding the protest and may discuss the protest with the protestor.

The Public Works Director shall issue a final written decision regarding any solicitation protest to each Bidder prior to Bid opening. The written decision will cite any actions that will or will not be taken in response to the protest. That decision shall be final, and there shall be no further administrative recourse.

B. Protest of Award

(1) Contents and Requirements

Following the opening of the Bids any unsuccessful Bidder, may protest City's proposed award of the Contract by submitting a written protest to the Public Works Director no later than close of business on the fifth business day after the proposed award of the bid. That protest must be submitted in a timely manner, signed by the protesting Bidder, must contain all of the following to be considered:

- a. The name, address, and telephone number of the protestor; and
- b. The Project Name and Project Number; and
- c. The City action or recommendation that is being protested;
- d. A detailed statement setting forth every ground, reason, legal authority and facts in support of the protest, including all documents and evidence including specific references to parts of the bid documents; and
- e. A clear statement of the relief request

A protest that does not comply with the requirements set forth herein will be returned to the protestor. The protest shall not be amended after filing. Any grounds for protest not raised are waived. The protest is a public document.

Award Protest Statements are public documents. City will notify the affected parties when a protest has been submitted, and will provide copies of the protest to the affected parties as soon as is reasonably practical.

(2) Evaluation and Determination

The affected parties may file responsive statements in support of or in opposition to the protest within three (3) business days after the receipt of the protest from the City. The Public Works Director shall review the facts and all submittals relative to the protest and shall issue a written decision setting forth the basis for such decision. The written decision will be issued to the protestor and to all affected parties.

Unless otherwise required by law, no hearing shall be provided. In the event a hearing is conducted, the Public Works Director, shall issue a written notice to the protestor and affected parties identifying the date and time for the hearing, along with rules concerning the hearing.

C. Delay in Award

Execution of any proposed contract shall be delayed pending the resolution of the protest unless one or more of the following conditions is present:

1. The items or services being procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the City.

D. No Limitations on Remedies

Nothing contained herein shall be construed to act as a limitation of the City's choice of remedies or confer any right upon any interested party or affected party to a remedy.

E. Basis for Choice Remedy

In determining the appropriate remedy, the City shall consider all of the circumstances surrounding the notice of bids and/or award, including, but not limited to:

1. The seriousness of any deficiency found to exist in the contracting process;
2. The effect of the action on the competitive process;
3. Any urgency surrounding the requirement to enter into a contract; and
4. The effect that implementing the remedy will have on the City.

F. Remedies

If the City determines that the award or proposed award was not made in accordance with applicable statutes, regulations, policies and/or procedures, the City, in its sole discretion, may grant any of the following remedies or any other remedy it deems appropriate:

1. Prior to award, City may issue a new solicitation, make a new selection/award recommendation, or award the contract consistent with applicable statutes, regulations, policies and procedures;
2. In its sole discretion, take no further action; or
3. Take any other action that is permitted by law to promote compliance.

**OWNER'S RIGHTS RESERVED:** OWNER reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards to the lowest responsive Bidder as it may best serve the interest of OWNER.

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

OWNER: City of El Centro

\_\_\_\_\_  
Norma Wyles, City Clerk

**- END OF NOTICE INVITING BIDS -**

## **BIDDING DOCUMENTS**

## **INSTRUCTIONS TO BIDDERS**

- 1. DEFINED TERMS.** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.
- 2. INTERPRETATIONS AND ADDENDA.**
  - 2.1 All questions about the meaning or intent of the Contract Documents are to be directed to OWNER. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda. Questions received less than ten (10) Days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
  - 2.2 Addenda may also be issued to modify the Contract Documents as deemed advisable by OWNER.
- 3. COMPETENCY OF BIDDERS.** In selecting the lowest responsive Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the WORK covered by the Bid. To this end, OWNER has determined that all Bidders must be pre-qualified. Bidders must possess a valid California contractor’s license applicable to the type of work bid upon at the time of opening Bids.
- 4. EL CENTRO BUSINESS LICENSE.** All Bidders and their Subcontractors not already having a business license from the City of El Centro will be required to secure the appropriate license from the City of El Centro before the Agreement can be executed.
- 5. DISQUALIFICATION OF BIDDERS.** More than one (1) Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If OWNER believes that any Bidder is interested in more than one (1) Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If OWNER believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK.
- 6. BIDDER’S EXAMINATION OF CONTRACT DOCUMENTS AND SITE**
  - 6.1 It is the responsibility of each Bidder before submitting a Bid:
    - (a) To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including “technical data” referred to below);
    - (b) To visit the site to become familiar with and satisfy Bidder as to the general and local conditions that may affect cost, progress or performance of the WORK;



- (c) To consider Federal, State and local Laws and Regulations that may affect cost, progress or performance of the WORK;
- (d) To study and carefully correlate the Bidder's knowledge and observations with the Contract Documents and other related data; and
- (e) To notify CONSTRUCTION MANAGER of all conflicts, errors, ambiguities or discrepancies in or between the Contract Documents and such other related data.

6.2 Reference is made to the Supplementary General Conditions for identification of:

- (a) Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by DESIGN CONSULTANT in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- (b) Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Utilities) which are at or contiguous to the site that have been utilized by DESIGN CONSULTANT in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations and opinions contained in such drawings or the completeness thereof is the responsibility of the Bidder. Subsurface conditions, including but not limited to groundwater, may have changed significantly between the completion of the soils investigation by the geotechnical engineer and start of construction. Subsurface conditions, including but not limited to groundwater, may change significantly during construction.

6.3 Copies of such reports and drawings will be made available by OWNER to any Bidder on request if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, in Paragraph SGC-4.2 of the Supplementary General Conditions has been identified and established.

6.4 Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to OWNER and DESIGN CONSULTANT by the owners of such Underground Utilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions or the section entitled "Protection and Restoration of Existing Facilities" of the General Requirements.

6.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.

6.6 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the WORK or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and Safety precautions and programs incident thereto which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price and other terms and conditions of the Contract Documents. Interference with existing facility operations will not be permitted.

6.7 On request in advance, OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such examinations, investigations, explorations, tests and studies.

6.8 The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

6.9 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Paragraph 6, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction (if any) as may be indicated in or required by the Contract Documents, that Bidder has given CONSTRUCTION MANAGER written notice of all conflicts, errors, ambiguities and discrepancies in the Contract Documents and the written resolution thereof by CONSTRUCTION MANAGER is acceptable to Bidder and the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

## **7. BID FORM.**

7.1 The Bid shall be made on the Bid schedule bound herein and the pages may be removed from the bound volume. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "BID FOR" followed by "PROJECT NAME," El Centro, CA, 92243, and the date and hour of opening of Bids. The Bid security shall be enclosed in the same envelope with the Bid.

7.2 All blanks on the Bid form must be completed in ink.

7.3 Bids by corporations must be executed in the corporate name by the president and a vice-president. Bids signed by other corporate officer or the project manager shall be (be accompanied by the enclosed certificate of authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.

7.4 Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by evidence of authority to sign and his/her title must appear under the signature and the official address of the partnership must appear below the signature.

7.5 All names must be printed below the signature.

7.6 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge Addenda shall render the Bid non-responsive and shall be cause for its rejection.

7.7 The address to which communications regarding the Bid are to be directed must be shown.

7.8 All Bidders must provide evidence of authority to conduct business in California to the extent required by law.

8. **QUANTITIES OF WORK.** The quantities of work or material stated in unit price items of the Schedule of Values are supplied only to give an indication of the general scope of the WORK; OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the WORK in accordance with Article 10 of the General Conditions, to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed twenty-five (25) percent of the Contract Price.
9. **SUBSTITUTE OR “OR EQUAL” ITEMS.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier and the name is followed by the words “or equal,” the Bidder may write the name of a substitute supplier (which the Bidder considers as an “or equal”) in the Proposed Substitute Equipment/Material Supplier List in the Bid form. These substitute suppliers will only be considered after award of the Agreement. The procedure for the submittal of substitute or “or equal” products is specified in section 6.7 of the General Conditions.
10. **SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place set forth in the Notice Inviting Bids. It is the Bidder’s sole responsibility to see that its Bid is received in proper time. It is the Bidders responsibility to point out any errors or discrepancies in the bid documents.
11. **BID SECURITY, BONDS AND INSURANCE.** Each Bid shall be accompanied by a certified or cashier’s check or approved Bid bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the City of El Centro and shall be given as a guarantee that the Bidder, if awarded the Agreement, will enter into an Agreement with OWNER, and will furnish the necessary insurance certificates, payment bond and performance bond; each of said Bonds to be in the amount stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid bond, as the case may be, shall be forfeited to OWNER. If the Bidder elects to furnish a Bid bond as its Bid security, the Bidder shall use the Bid bond form bound herein, or one conforming substantially to it in form.
12. **DISCREPANCIES IN BIDS.** In the event of a discrepancy between words and numbers in the Bid, the words shall govern. In the event there are unit price Bid items in the Schedule of Values and the amount indicated for a unit price Bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one (1) Bid item in the Schedule of Values and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

13. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.** Unauthorized conditions, limitations or provisos attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic or telephonic Bids or modifications will not be considered.
14. **WITHDRAWAL OF BID.** The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.
15. **BID RESULTS.** To obtain bid results, provide a self-addressed, stamped envelope, referencing “**SHADE STRUCTURE IMPROVEMENTS PROJECT AT PUBLIC WORKS & WATER TREATMENT PLAN ADMINISTRATION BUILDING.**” Bid tabulation will be mailed to you after verification of extensions. Bid results will not be given out over the telephone. Bid results may be posted on City’s website.
16. **AWARD OF CONTRACT.** Award of a contract, if it be awarded, will be on the basis of the Bid proposal estimated quantities and will be made to the lowest responsive Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid schedule. The lowest Bid shall be the lowest total of the Bid prices on the base contract.
17. **RETURN OF BID SECURITY.** Unless forfeited, within fourteen (14) working Days after award of the Agreement, OWNER will return the Bid securities accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompany.
18. **EXECUTION OF AGREEMENT.** The apparent low Bidder will be required to execute a written Agreement with OWNER on the form of agreement provided, shall secure all insurance and shall furnish all certificates and Bonds required by the Contract Documents within fourteen (14) calendar Days after receipt of notification that the Bidder is the apparent low Bidder. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be considered non-responsive and result in the forfeiture of the Bid security. If the lowest responsive Bidder refuses or fails to execute the Agreement, OWNER may proceed to the second lowest responsive Bidder. If the second lowest responsive Bidder refuses or fails to execute the Agreement, OWNER may proceed to the third lowest responsive Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder’s Bid securities shall be likewise forfeited to OWNER.

19. **LIQUIDATED DAMAGES.** Provisions for liquidated damages, if any, are set forth in the Agreement in Section \_\_\_\_\_
20. **WORKERS' COMPENSATION REQUIREMENT.** The Bidder should be aware that in accordance with section 3700 of the California Labor Code it will, if awarded the Agreement, be required to secure the payment of compensation to its employees and execute the Workers' Compensation Certification in the form contained in these Contract Documents.

**- END OF INSTRUCTIONS TO BIDDERS -**

SECTION 00300A

**BID FORMS**

**BID TO: CITY OF EL CENTRO**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents (as defined in Article 6 of the Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled **“SHADE STRUCTURE IMPROVEMENTS PROJECT AT PUBLIC WORKS & WATER TREATMENT PLAN ADMINISTRATION BUILDING.”**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid security.

3. This Bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the “Notice Inviting Bids” and the “Instructions to Bidders,” and will furnish the insurance certificates, Payment Bond and Performance Bond required by the Contract Documents.

4. Bidder has examined copies of all the Contract Documents, including the following Addenda (receipt of all of which is hereby acknowledged):

Number \_\_\_\_\_

Date \_\_\_\_\_

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where WORK is to be performed, the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

**To all the foregoing, and including all Bid schedule(s) and information required of Bidder contained in this Bid form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time set forth in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total Bid price(s) named in the aforementioned Bid schedule(s).**

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

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

## **BID SCHEDULE - PRICES**

Pursuant to and in compliance with the Invitation for Bids and other Contract Documents relating to the proposal for the construction of

### **SHADE STRUCTURE IMPROVEMENTS PROJECT AT PUBLIC WORKS & WATER TREATMENT PLAN ADMINISTRATION BUILDING**

All in accordance with the Drawings and Project Specifications the undersigned Bidder, having familiarized himself with the terms of the Agreement, the local conditions affecting the performance of the Agreement and the cost of the WORK at the place the WORK is to be done; and with the Drawings, Project Specifications and other Contract Documents, hereby stipulated; CONTRACTOR agrees to complete the Agreement, including all of its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, equipment, tools, expendable supplies, and all utility and transportation services necessary to perform the Agreement, and complete in a workmanlike manner all of the WORK required in connection with the Agreement, all in strict conformance with the Drawings and Specifications for the following prices and sum.

The following Bid Schedule of estimated quantities is included for convenience of bidding and a basis for comparison of Bids only, and CITY does not, expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the WORK, or to delete portions of the WORK, as may be deemed necessary or advisable by CITY.

All Bidders are REQUIRED to use unit prices where indicated and to complete this schedule.

All items shall be complete and in place per Plans and these Bid and Contract Documents.

**Note: Payment for all work (labor, material, equipment, etc.) required for the construction and installation of the improvement as shown on the plans which is not specifically identified below in the Bid Schedule shall be considered as included in the CONTRACTOR's price, as itemized below, for the various items of work for which the work is required, and no additional compensation shall be made therefor.**



# PROPOSAL BID FORM

## BASE BID SCHEDULE

Pursuant to and in compliance with the Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract and the Contract Documents, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the Work of the Contract, including all of its component parts, and the furnishing of all materials and equipment required to be incorporated in the form a permanent part of the work; the furnishing of tools, equipment, supplies, transportation, utilities, facilities, labor, superintendence and services required to perform and complete the work; bonds, insurance and submittals; and including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract, including its acceptance by the OWNER, for the following Project:

**PROJECT NAME: SHADE STRUCTURE IMPROVEMENTS PROJECT AT PUBLIC WORKS & WATER TREATMENT PLAN ADMINISTRATION BUILDING**

**The total lump sum price bid shall be the total price to fully deliver a complete and in place project in accordance with the contract documents.**

### **BID PROPOSAL SUMMARY\***

**TOTAL PRICE FOR BASE BID ITEMS (in figures):** \_\_\_\_\_

**TOTAL PRICE FOR BASE BID ITEMS (in words):** \_\_\_\_\_

**\*NOTE:** The apparent first, second and third lowest place bidders must submit a Schedule of Values to the OWNER within twenty-four (24) hours of the bid opening. The Schedule of Values must be completed and furnished in the format shown in these Specifications. Unit prices shall prevail over extended total and grand total prices, and written words shall prevail over written figures. Late submittal of the Schedule of Values will not be accepted and will disqualify the BIDDER. The awarded CONTRACTOR will be required to provide additional information regarding the various Bid Items of Work as required in Volume 2 of these Specifications.

Bidder's Initials \_\_\_\_\_

**BASE BID**  
Schedule of Values

| Item No. | Approximate Quantity | Unit | Items w/Unit Price<br>(Written in words)                                                                                                                                                                                                                                                                                                                                                                                           | Price | Total |
|----------|----------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| 1.       | 1                    | LS   | Mobilization and Demobilization<br><br><br><div style="text-align: right;">Lump Sum Amount</div>                                                                                                                                                                                                                                                                                                                                   |       |       |
| 2.       | 1                    | LS   | All necessary permitting, including but not limited to, work for shop drawings and structural calculations for the City's Building Department:<br><br><br><div style="text-align: right;">Lump Sum Amount</div>                                                                                                                                                                                                                    |       |       |
| 3.       | 1                    | LS   | (Public Works Site)<br>All work to furnish and install 20 space Shade Structure Full T-Frame Cantilever (36' X 90') (20 SPU) The bid item shall include work for all labor and material for excavation, utility relocation, foundation preparation and asphalt patching, concrete and steel footings, shades, painting and all appurtenances thereto complete at:<br><br><br><div style="text-align: right;">Lump Sum Amount</div> |       |       |
| 4.       | 1                    | LS   | (WTP site-west)<br>All work to furnish and install Shade Structure Full Cantilever (18' X 72') (8 SPU) The bid item shall include work for all labor and material for excavation, utility relocation, foundation preparation and asphalt patching, concrete and steel footings, shades, painting and all appurtenances thereto complete at:<br><br><br><div style="text-align: right;">Lump Sum Amount</div>                       |       |       |

|    |     |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |
|----|-----|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 5. | 1   | LS | (WTP site-south)<br>All work to furnish and install Shade Structure Full Cantilever (18' X 72') (8 SPU) The bid item shall include work for all labor and material for excavation, utility relocation, foundation preparation and asphalt patching, concrete and steel footings, shades, painting and all appurtenances thereto complete at:<br>_____<br>_____<br>_____<br>Lump Sum Amount                                                          |  |  |
| 6. | 1   | LS | (Public Works site)<br>All work to furnish and install eleven (11) vandal and weather proof outdoor lights each rated at 75 watts (120 volts). The bid item shall include all material and labor to install said lights, above ground outdoor rated electrical conduits and junction boxes, timers, associated wiring and all appurtenances thereto as called for in the Electrical plan complete at.<br>_____<br>_____<br>_____<br>Lump Sum Amount |  |  |
| 7. | 120 | LF | (Public Works site)<br>Furnish and install 3/4" PVC electrical underground conduit as per trench duct plan and detail/2.1 and all appurtenance thereto complete at:<br>_____<br>_____<br>_____<br>Per LF                                                                                                                                                                                                                                            |  |  |
| 8. | 1   | LS | (WTP site)<br>All work to furnish and install eight (8) vandal and weather proof outdoor lights each rated at 75 watts (120 volts). The bid item shall include all material and labor to install said lights, above ground outdoor rated electrical conduits and junction boxes, timers, associated wiring and all appurtenances thereto as called for in the Electrical plan complete at.<br>_____<br>_____<br>_____<br>Lump Sum Amount            |  |  |

|    |     |    |                                                                                                                                                                                  |  |  |
|----|-----|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 9. | 100 | LF | (WTP site)<br>Furnish and install 3/4" PVC electrical underground conduit as per trench duct plan and detail/2.1 and all appurtenance thereto complete at:<br><br><br><br>Per LF |  |  |
|    |     |    |                                                                                                                                                                                  |  |  |

**BASE BID TOTAL (in numbers) \$**\_\_\_\_\_

## 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.

The Bidder's attention is directed to Paragraph 6.5.3 entitled "Subcontract Limitations" of the General Conditions which sets forth the percent of the WORK to be performed with the Bidders' own forces. **Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.**

| PORTION OF WORK | NAME OF<br>SUBCONTRACTOR | CONTRACTOR LICENSE<br>& DIR REGISTRATION<br>NUMBER | PLACE OF BUSINESS<br>ADDRESS/TELEPHONE No. |
|-----------------|--------------------------|----------------------------------------------------|--------------------------------------------|
|                 |                          |                                                    |                                            |
|                 |                          |                                                    |                                            |
|                 |                          |                                                    |                                            |
|                 |                          |                                                    |                                            |
|                 |                          |                                                    |                                            |
|                 |                          |                                                    |                                            |
|                 |                          |                                                    |                                            |
|                 |                          |                                                    |                                            |
|                 |                          |                                                    |                                            |

**USE ADDITIONAL FORMS AS NECESSARY**

## 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 \_\_\_\_\_

Registration No. \_\_\_\_\_ -

**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 -

**- END BID BOND -**



**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** -

## SITE VISIT CERTIFICATE

THIS IS TO CERTIFY that:

I, \_\_\_\_\_ (*name of bidder or his representative*) of the  
\_\_\_\_\_ (*name of construction firm*) visited the site in  
connection with the Bid for the \_\_\_\_\_ (*name of  
the Project.*)

Having examined the bid documents, I certify that I have acquainted with the nature, geographical and exact location of the works; the general conditions of execution; the neighboring buildings and other constraints that might affect the construction methods; the obligation not to obstruct the traffic where requested, or the flow of any water; the physical conditions specific to the construction sites; the climatic conditions; local conditions; means of communication and transport; the possibility of supplying water, electricity and fuel; the availability of labor sufficient in number and quantity; all constraints and obligations resulting from social, tax and customs legislation; and all conditions and circumstances which might influence the execution or price of the works.

I further certify that I am satisfied with the description of the works and the Project Engineer's explanations and that I understand perfectly the works to be undertaken as specified and implied in the execution of the Contract.

\_\_\_\_\_  
(Name and Signature of Bidder or his Representative)

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

Note 1: This form shall be completed at the time of the visit to the site where the works are to be carried out.

- END OF SITE VISIT 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 -**

**- END OF BIDDING DOCUMENTS -**

## **CONTRACT DOCUMENTS**

CITY OF EL CENTRO  
***SHADE STRUCTURE IMPROVEMENTS PROJECT AT PUBLIC WORKS & WATER  
TREATMENT PLAN ADMINISTRATION BUILDING  
CONSTRUCTION SERVICES AGREEMENT***

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”), is made and effective as of the last signature date set forth below “Effective Date” , by and between the City of El Centro, a municipal corporation ("CITY"), and , a *[sole proprietorship, partnership, limited liability partnership, corporation]* ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. SCOPE OF WORK**

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the following:

Furnishing all labor, materials, necessary tools, equipment, supervision, appurtenances, construction permits, utility owner coordination, and all utility and transportation services required for SHADE STRUCTURE IMPROVEMENTS PROJECT AT PUBLIC WORKS & WATER TREATMENT PLAN ADMINISTRATION BUILDING:

Base Bid: Shade Structures:

The work shall consist of the installation of pre-manufactured fully cantilevered and dual cantilevered shade structures, primed and painted per City Public Works Director or his representative, and all appurtenant work in order to complete said shade structures. The design of the shade structures shall consist of structural shop drawings, plans, specifications, and calculations, stamped and signed by a California Registered Civil Engineer or California Registered Structural Engineer. The shade structures must be built according to the plans & specifications approved by the City of El Centro Community Development Department, through a building permit, and at those locations shown in the proposal plans. The shades shall match those already installed in City owned parking lots.

Shade Structure Lighting:

The shades shall also have vandal proof lights, 120 volts each high-pressure sodium industrial type lighting underneath to allow for lighted parking spaces at night. The lights shall have a timer mechanism to allow for non-operation during daylight hours. The electrical work will consist of underground conduit, and light fixture installation for the shade canopy lights.

The scope of work is more specifically described on the construction plans and in these Specifications.



The scope of work is more specifically described on the construction plans and in these Specifications.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate contractor.

## **II. TIME FOR PROJECT COMPLETION**

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) calendar days after receiving a written Notice to Proceed from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to the CITY comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within 80 "calendar" days.

## **III. THE CONTRACT SUM**

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of dollars and            cents (\$            ).

## **IV. PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect by the CONTRACTOR and Certificates for Payment issued by the Architect, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions.

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.]

**V. RETENTION OF SECURITIES**

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. Section 22300 is attached as Exhibit “A” and is incorporated as if full set forth herein.

**VI. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

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, 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.

## **VII. PREVAILING WAGES**

- A. 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 with those available at [www.dir.ca.gov/OPRL/Pwd](http://www.dir.ca.gov/OPRL/Pwd) and on the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
  - 2. Section 1777.4 - Apprenticeship Requirements.
  - 3. Section 1777.5 - Apprenticeship Requirements.
  - 4. Section 1813 - Penalty for Failure to Pay Overtime.
  - 5. Sections 1810 and 1811 - Working Hour Restrictions.
  - 6. Section 1775 - Payroll Records.
  - 7. Section 1773.8 - Travel and Subsistence Pay.

## **VIII. RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

## **IX. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204**

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the AGENCY under this Agreement.

## **X. CERTIFICATIONS**

- A. Contractor shall have a Class A License from the Contractors State License Board of the State of California.

## **XI. FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion,

provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

## **XII. 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 for 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.

## **XIII. INSURANCE**

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

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, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

**Automobile liability insurance.** CONTRACTOR 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 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, in an amount not less than \$1,000,000 combined single limit for each accident.

**Umbrella or excess liability insurance.** CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**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, its officers, agents, employees and volunteers.

**Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR’s Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on

the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

**Builder’s risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder’s risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder’s Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder’s risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sub limits and shall be submitted to the CITY prior to commencement of construction.

### **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 endorsements must be approved by CITY's risk manager 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, his 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.

**Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

**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 or is on the List of Approved Surplus Line Insurers 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. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

**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 its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** CONTRACTOR agrees to ensure that its sub-consultants, subcontractors, and any other party involved with the project that is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

**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.

#### **XIV. CONTRACTOR'S LICENSE; CITY BUSINESS LICENSE**

CONTRACTOR must possess 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. 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.

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

#### **XV. REGISTRATION REQUIREMENTS**

Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CONTRACTOR 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.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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 (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

#### **XVI. CORPORATION IN GOOD STANDING**

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 \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

#### **XVII. 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.

#### **XVIII. SUBSURFACE HAZARDOUS MATERIALS**

- A. 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 for 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 which pertain to the resolution of disputes and protests between the contracting parties.

#### **XIX. LIQUIDATED DAMAGES**

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the CITY will suffer damage. It is therefore agreed that the CONTRACTOR shall pay to the CITY the sum of \$1,000 for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the CITY accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the CITY's ability to seek other damages.

CONTRACTOR is to refer to Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

**XX. COMPONENT PARTS OF THE CONTRACT**

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

|                                                                            |                                                                         |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Notice Inviting Bids                                                       | List of Subcontractors                                                  |
| Scope of Work                                                              | Bid Bond                                                                |
| Instructions to Bidders                                                    | Bidder's General Information                                            |
| Bid Form                                                                   | Contract                                                                |
| Non-Collusion Declaration                                                  | Workers' Compensation Certificate                                       |
| Site Visit Certification                                                   | Drug/Alcohol Testing Requirements                                       |
| Faithful Performance Bond                                                  | Construction Plans                                                      |
| Labor and Materials Payment Bond                                           | Addenda                                                                 |
| General Conditions                                                         | Drawings                                                                |
| Supplementary General Conditions                                           | Change Orders                                                           |
| Corporate Certification or Partnership<br>-Information                     | Shop Drawings Transmittals                                              |
| Project Construction Schedule                                              | Contractor's Certificate Regarding Non<br>Asbestos Containing Materials |
| Project Specifications                                                     | Project FF&E Specifications                                             |
| Contractor's Certification of Qualification<br>-For License Classification |                                                                         |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

**XXI. ENTIRE CONTRACT**

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exist between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

**CONTRACTOR**  
*[Name of Contractor]*

**CITY**  
City of El Centro

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

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

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

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

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

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

ATTACHMENTS:

Non-collusion Affidavit  
Faithful Performance Bond  
Labor and Materials Bond  
Public Contract Code Section 9204

## **PERFORMANCE BOND**

Whereas, the City Council of the City of El Centro, State of California, and \_\_\_\_\_ (hereinafter designated as “principal”) have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_, and identified as project \_\_\_\_\_, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and \_\_\_\_\_, as surety, are held and firmly bound unto the City of El Centro (hereinafter designated as “El Centro”) in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless El Centro, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by El Centro in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

In Witness Whereof, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_, 20\_\_.

(SEAL)

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

- **END OF PERFORMANCE BOND** -

## PAYMENT BOND

Whereas, the City Council of the City of El Centro, State of California, and \_\_\_\_\_ (hereinafter designated as "the principal") have entered into an Agreement whereby the principal agrees to install and complete certain designated public improvements, which Agreement, dated \_\_\_\_\_, 20 \_\_\_\_, and identified as project \_\_\_\_\_, is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of El Centro to secure the claims to which reference is made as set out in Sections 9550 and following of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto the City of El Centro and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the Agreement and referred to in Section 9550 and following of the \_\_\_\_\_ Civil \_\_\_\_\_ Code \_\_\_\_\_ in \_\_\_\_\_ the \_\_\_\_\_ sum \_\_\_\_\_ of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of El Centro in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9550 and following of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.



In Witness Whereof, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_, 20\_\_.

(SEAL)

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

**- END OF PAYMENT BOND -**

## 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.

**- END OF CONTRACT DOCUMENTS -**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

### ARTICLE 1 -- DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof. Where an entire word is capitalized in the definitions and is found un-capitalized in the Contract Documents it has the ordinary dictionary definition.

**Addenda** - Written or graphic instruments issued prior to the opening of Bids which make additions, deletions or revisions to the Contract Documents.

**Agent** - CONSTRUCTION MANAGER is the Agent of OWNER.

**Agreement** - The written contract between OWNER and CONTRACTOR covering the WORK to be performed; other documents are attached to the Agreement and made a part thereof as provided therein.

**Allowance** - A Bid item that adds a specified quantity of WORK to the Agreement work scope which OWNER may unilaterally direct CONTRACTOR to perform, or elect not to have performed.

**Application for Payment** - The form furnished by CONSTRUCTION MANAGER which is to be used by CONTRACTOR to request progress or Final Payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

**Asbestos** - Any material that contains more than one (1) percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration ("OSHA").

**Beneficial Occupancy** - Use by OWNER of the WORK prior to final acceptance.

**Bidder** - Any individual, firm, partnership, corporation or combination thereof, submitting a Bid for the WORK, acting directly or through a duly authorized representative.

**Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price or prices for the WORK.

**Bidding Documents** - The advertisement or Invitation to Bid, Instructions to Bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

**Bonds** - Bid, Performance and Payment Bonds and other instruments, which protect against loss due to inability or refusal of CONTRACTOR to perform its contract.

**Change Order** - A document recommended by CONSTRUCTION MANAGER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

**CITY** - OWNER (See OWNER's definition in this section).

**City of El Centro** - OWNER (See OWNER's definition in this section).

**Claim** - A dispute becomes a Claim only after CONTRACTOR receives and refuses to accept CONSTRUCTION MANAGER's initial determination, and is certified as required by Article 16.3.

**Codes** - The terms Government Code, Labor Code, etc. refer to codes of the State of California.

**CONSTRUCTION MANAGER** - The individual, partnership, corporation, joint venture or other legal entity named as such by written notice from OWNER.

**Construction Manager Order** - A written order issued by CONSTRUCTION MANAGER which clarifies or interprets the Procurement Documents or orders minor changes or alterations in the scope of WORK to be furnished but which does not involve a change in the Contract Price or the Contract Time.

**Contract Documents** - The Notice Inviting Bids, Instructions to Bidders, Bid forms (including the Bid, Bid schedule(s), information required of Bidder, Bid bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, SPECIAL PROVISIONS, Drawings and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

**Contract Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date of a portion of the WORK, or a period of time within which the portion of the WORK should be performed prior to Substantial Completion of all the WORK.

**Contract Price** - The total monies payable by OWNER to CONTRACTOR under the terms and conditions of the Contract Documents.

**Contract Time** - The number of successive calendar Days stated in the Contract Documents for the completion of the WORK.

**CONTRACTOR** - The individual, partnership, corporation, joint venture or other legal entity with whom OWNER has executed the Agreement.

**Day** - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

**Defective Work** - Work that is unsatisfactory, faulty or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard,



test or approval referred to in the Contract Documents; or work that has been damaged by anyone other than OWNER prior to CONSTRUCTION MANAGER's recommendation of final payment.

**DESIGN CONSULTANT** - The individual, partnership, corporation, joint venture or other legal entity named as such in the Contract Documents or succeeding entity. Where no Design Consultant is specified, the OWNER (City) acts as the Design Consultant.

**Demobilization** - The complete dismantling and removal by CONTRACTOR of all of CONTRACTOR's temporary facilities, equipment and personnel at the site.

**Drawings** - The drawings, plans, maps, profiles, diagrams and other graphic representations which indicate the character, location, nature, extent and scope of the WORK and which have been prepared by DESIGN CONSULTANT and are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

**Disputed Work** - A dispute exists from the time CONTRACTOR disagrees with a decision or determination made by CONSTRUCTION MANAGER until CONSTRUCTION MANAGER renders an initial determination. If the issue is unresolved it becomes a Claim.

**Effective Date of the Agreement** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**Engineer** - Wherever the word Engineer is found in these Contract Documents or in any referenced document, it shall mean CONSTRUCTION MANAGER.

**Field Order** - A written order issued by OWNER which changes the Agreement WORK scope and involves a change in the Contract Price or Contract Time or the intent of the Agreement.

**Final Payment** - is defined as the last progress payment made to CONTRACTOR for earned funds, less retainage as applicable, less deductions listed in Article 14. CONTRACTOR is entitled to this payment when the Notice of Completion is issued.

**General Conditions** - General Conditions of the Contract Specification.

**Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time or, 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 provisions of existing law, whichever is more restrictive.

**Holidays** - Legal Holidays observed by OWNER occur on:

New Year's Day - January 1  
Martin Luther King's Birthday - Third (3<sup>rd</sup>) Monday in January  
President's Day - Third (3<sup>rd</sup>) Monday in February  
Good Friday – The afternoon of the Friday before Easter  
Memorial Day - Last Monday in May  
Juneteenth – June 19  
Independence Day - July 4  
Labor Day - First (1<sup>st</sup>) Monday in September  
Veteran's Day - November 11  
Thanksgiving Day - Fourth (4<sup>th</sup>) Thursday in November  
The Day after Thanksgiving – The Friday after the fourth (4<sup>th</sup>) Thursday in November  
Christmas Eve – The afternoon of December 24  
Christmas Day - December 25  
New Years Eve – The afternoon of December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both legal Holidays.

**Interfacing Work** - Work which connects to, abuts or meets with work of another contractor.

**Laws and Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

**Lump Sum Work** - Work to be paid on the basis of lump sum prices.

**Mechanic's Lien** - A form of security, an interest in real property, which is held to secure the payment of an obligation. When referred to in these Contract Documents, Mechanic's Lien or lien means Stop Notice.

**Milestone** - See Contract Milestone.

**Mobilization** - The establishment by CONTRACTOR of the temporary facilities, equipment and personnel at the site thereby enabling the WORK to commence.

**Notice of Award** - The written notice by OWNER to the apparent low Bidder stating that upon compliance by the apparent low Bidder with the conditions precedent enumerated therein within the time specified, OWNER will enter into an Agreement.

**Notice of Completion** - A form signed by DESIGN CONSULTANT, CONSTRUCTION MANAGER and CONTRACTOR recommending to OWNER that the WORK is complete and fixing the date of completion. After acceptance of the WORK by OWNER's governing body, the form is signed by OWNER and filed with the County Recorder. This filing starts the thirty (30) Day lien filing period on the WORK.

**Notice to Proceed** - The written notice issued by OWNER to CONTRACTOR authorizing CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time.

**OWNER's Agent** - CONSTRUCTION MANAGER is OWNER's Agent.

**OWNER** - The City of El Centro, acting through its legally designated officials, officers or employees.

**Partial Utilization** - Use by OWNER of a substantially completed part of the WORK for the purpose for which it is intended prior to Substantial Completion of all the WORK. (See Beneficial Occupancy)

**PCBs** - Polychlorinated biphenyls.

**Petroleum** - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (sixty (60) degrees Fahrenheit and fourteen and seven-tenths (14.7) pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene and oil mixed with other non-Hazardous Wastes and crude oils.

**Project** - The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

**Radioactive Material** - Source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Sections 2011 *et seq.*) as amended from time to time.

**Request for Information** - The standardized form furnished by OWNER for CONTRACTOR's use when making written requests for information to CONSTRUCTION MANAGER, and upon which the response will be answered and returned.

**Request for Proposal** - The standardized form used by CONSTRUCTION MANAGER to request a proposal from CONTRACTOR for proposed changes in the WORK.

**Samples** - Physical examples of materials, equipment or workmanship that are representative of some portion of the WORK and which establish the standards by which such portion of the WORK will be judged.

**Safety** - Safety includes health and security.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of WORK and all illustrations, brochures, standard schedules, performance charts, instructions and diagrams to illustrate material or equipment for some portion of the WORK.

**Specifications** – The directions, provisions and requirements contained in the Bidding Documents, contract forms, conditions of the Agreement and the SPECIAL PROVISIONS, as listed in the Table of Contents.

**Stop Notice** - A legal remedy for Subcontractors and Suppliers who contribute to public works, but who are not paid for their work, which secures payment from construction funds possessed by OWNER. For public property, the Stop Notice remedy is designed to substitute for Mechanic's Lien rights.

**Submittals** - The information which is specified for submission to CONSTRUCTION MANAGER in accordance with Article 6.20 of the General Conditions.

**Sub-Consultant** - The individual, partnership, corporation, joint venture or other legal entity having a direct contract with DESIGN CONSULTANT, CONSTRUCTION MANAGER or with any of their consultants to furnish services with respect to the Project and who is identified as such in the Supplementary General Conditions.

**Subcontractor** - An individual, partnership, corporation, joint venture or other legal entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the site.

**Substantial Completion** - Refers to when the WORK has progressed to the point where, in the opinion of CONSTRUCTION MANAGER as evidenced by Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK can be utilized for the purposes for which it is intended, and after the operation demonstration is complete, where applicable.

**SPECIAL PROVISIONS** – That section of the Contract Documents consisting of written technical descriptions of products and execution of the WORK.

**Supplementary General Conditions** - The part of the Contract Documents which make additions, deletions or revisions to these General Conditions.

**Supplier** - A manufacturer, fabricator, supplier, distributor, material worker or vendor.

**Underground Utilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**Unit Price Work** - Specific WORK scope included in the Agreement WORK scope to be paid for on the basis of unit prices. OWNER may unilaterally direct CONTRACTOR to perform the WORK, or elect not to have the WORK performed.

**WORK** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

**Work Change Directive** - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and recommended by CONSTRUCTION MANAGER, and signed by OWNER ordering an addition, deletion or revision in the WORK, or responding to differing or unforeseen physical conditions under which the WORK is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

## **ARTICLE 2 -- PRELIMINARY MATTERS**

**2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES** - When CONTRACTOR delivers the signed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and Insurance Policies and Certificates as CONTRACTOR may be required to furnish in accordance with the Contract Documents.

**2.2 COPIES OF DOCUMENTS** - OWNER shall furnish to CONTRACTOR ten (10) copies of the Contract Documents as specified in the Agreement and ten (10) sets of full-scale Drawings. Additional quantities of the Contract Documents will be furnished at reproduction cost.

**2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED** - The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

**2.4 STARTING THE WORK** - CONTRACTOR shall begin to perform the WORK within ten (10) Days after the commencement date stated in the Notice to Proceed, but no work shall be done at the site prior to said commencement date. In addition, any requirements in the Supplemental General Conditions must be satisfied.

**2.5 CONTRACTOR MUST STUDY CONTRACT DOCUMENTS** - Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSTRUCTION MANAGER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSTRUCTION MANAGER before proceeding with any work affected thereby.

**2.6 PRELIMINARY SUBMITTALS** - Preliminary submittals shall be provided to CONSTRUCTION MANAGER in accordance with Division 1 requirements.

**2.7 PRECONSTRUCTION CONFERENCE** - CONTRACTOR is required to attend a preconstruction conference. This conference will be attended by CONSTRUCTION MANAGER and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified in the General Requirements.

CONTRACTOR is required to schedule and attend a preconstruction conference with the Imperial Irrigation District (“IID”) prior to the construction or demolition of any electrical improvements.

**2.8 SUBCONTRACTOR MOBILIZATION MEETING** - Prior to the start of each major Subcontractor’s site work, CONTRACTOR, the involved Subcontractor and CONSTRUCTION MANAGER shall attend a pre-start meeting to discuss the schedule, coordination, procedures and other administrative issues.

**2.9 CONTRACTOR DUTY TO ADVISE OWNER OF KNOWN OR DISCOVERED PROBLEMS** - CONTRACTOR is reminded of his obligation to advise OWNER of any errors and/or omissions in the Contract Documents, or changes to thereof, which CONTRACTOR may be aware through special knowledge or discovered during the Bid process.

### **ARTICLE 3 -- CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

**3.1 INTENT** - The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the WORK.

#### **3.2 INTENT OF WORK TO BE FUNCTIONALLY COMPLETE**

**3.2.1 Work to be Complete** - It is the intent of the Contract Documents to describe the WORK to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in Article 1 of the General Conditions.

**3.2.2 Necessary Utilities** - If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the WORK. The implied WORK will conform to the appropriate sections of the technical Specifications.

#### **3.3 CLARIFICATIONS AND INTERPRETATIONS OF THE CONTRACT DOCUMENTS**

**3.3.1 Referenced Standards** - Reference to standard specifications, manuals or Codes of any technical society, organization or association or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard

specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSTRUCTION MANAGER or any of their consultants, agents or employees from those set forth in the Contract Documents.

**3.3.2 Discovery of Problem Notice** - If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy with the WORK within the Contract Documents or between the Contract Documents and any provision of any such Laws and Regulations applicable to the performance of the WORK or of any such standard, specification, manual or code or of any instruction of any Supplier, CONTRACTOR shall report it to CONSTRUCTION MANAGER in writing within seven (7) calendar Days of discovery. CONTRACTOR shall not proceed with the WORK affected thereby, except in an emergency, unless directed by CONSTRUCTION MANAGER. Any WORK performed by CONTRACTOR that is not directed by CONSTRUCTION MANAGER shall be at its own risk.

**3.3.3 Order of Precedence of Contract Documents** - In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

**3.3.3.1** Permits from other agencies as may be required by law.

**3.3.3.2** Change Orders

**3.3.3.3** Agreement

**3.3.3.4** Addenda

**3.3.3.5** CONTRACTOR's Bid (Bid Form)

**3.3.3.6** Notice Inviting Bids

**3.3.3.7** Instructions to Bidders

**3.3.3.8** Supplementary General Conditions

**3.3.3.9** General Conditions

**3.3.3.10** SPECIAL PROVISIONS

**3.3.3.11** Drawings

**3.3.3.12** Referenced Standard Specifications

**3.3.4 Order of Precedence of the Drawings** - With reference to the Drawings the order of precedence is as follows:

**3.3.4.1** Figures govern over scaled dimensions

**3.3.4.2** Detail drawings govern over general drawings

**3.3.4.3** Addenda/Change Order drawings govern over Contract Drawings

**3.3.4.4** Contract Drawings govern over standard drawings

### **3.4 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS**

**3.4.1 Amending Contract Documents** - The Contract Documents may be amended to provide for additions, deletions and revisions in the WORK or to modify the terms and conditions thereof by a Change Order pursuant to Article 10.

**3.4.2 Supplementing Contract Documents** - The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the WORK may be authorized, by:

**3.4.2.1** - A Construction Manager Order issued by CONSTRUCTION MANAGER.

**3.4.2.2** - DESIGN CONSULTANT's approval of a Shop Drawing or Sample pursuant to Article 6

**3.4.2.3** - DESIGN CONSULTANT's written interpretation or clarification

**3.5 REUSE OF DOCUMENTS** - Neither CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, technical Specifications or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of OWNER.

## **ARTICLE 4 -- AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

**4.1 AVAILABILITY OF LANDS** - OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. CONTRACTOR shall provide, at no additional cost, for all additional lands and access thereto that may be required for temporary construction facilities, borrow areas, waste disposal areas or storage of materials and equipment; provided that CONTRACTOR shall not enter upon nor use any property not under the control of OWNER until a written temporary construction easement agreement has been executed by CONTRACTOR and the property owner, and a copy of said easement furnished to CONSTRUCTION MANAGER prior to said use; and, neither OWNER nor CONSTRUCTION MANAGER shall be liable for any



claims or damages resulting from CONTRACTOR's unauthorized trespass or authorized use of any such properties.

## **4.2 PHYSICAL SITE CONDITIONS**

**4.2.1 Reports and Drawings** - Reference is made to the Supplementary General Conditions for identification of:

**4.2.1.1 Subsurface Condition Reports** - Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by DESIGN CONSULTANT in preparing the Contract Documents; and

**4.2.1.2 Drawings of Existing Structures** - Reference is made to the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in section 4.4 of Article 4 herein) which are at or contiguous to the site that have been utilized in the preparation of the Contract Documents.

**4.2.2 Limited Reliance By CONTRACTOR On The Technical Data** - CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings or reports, however, nontechnical data, interpretations and opinions contained in such drawings or reports are not to be relied on by CONTRACTOR. CONTRACTOR may not rely upon or make any claims against OWNER, DESIGN CONSULTANT or CONSTRUCTION MANAGER with respect to:

**4.2.2.1** the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and Safety precautions and programs incident thereto, or

**4.2.2.2** other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

**4.2.2.3** any CONTRACTOR interpretation of or conclusion drawn from any technical data or any such data, interpretations, opinions or information.

**4.3 DIFFERING SITE CONDITIONS** - If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

**4.3.1** is of such a nature as to establish that any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 is materially inaccurate, or

**4.3.2** is of such a nature as to require a change in the Contract Documents, or

**4.3.3** differs materially from that shown or indicated in the Contract Documents, or

**4.3.4** is of an unusual nature and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, CONTRACTOR shall immediately report it to CONSTRUCTION MANAGER then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions thereby or performing any work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and CONSTRUCTION MANAGER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so.

**4.3.5 OWNER Responsibility** - OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the WORK, OWNER shall issue a Change Order under the procedures described in Article 10. If OWNER determines that there is no bona fide work scope change or is a minor change which does not impact time or cost, OWNER shall notify CONTRACTOR of this finding within thirty (30) Days.

**4.3.6 Disputed Work** – If CONTRACTOR and OWNER are unable to reach agreement on Disputed Work, OWNER may direct CONTRACTOR to proceed with the WORK. Payment shall be as later directed, by mediation or arbitration, if OWNER and CONTRACTOR agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, CONTRACTOR shall keep and furnish records of Disputed Work in accordance with 11.3.

**4.3.7 Disallowance of Entitlement** - CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Time or will be deemed to have waived his right to such a claim if:

**4.3.7.1** CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Time by the submission of a Bid or becoming bound under the Agreement; or

**4.3.7.2** the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation of the site and contiguous areas suggested or required by the Bidding Documents: or

**4.3.7.3** CONTRACTOR failed to give the written notice within the time and as required by Article 3.3.2.

#### **4.4 UNDERGROUND UTILITIES**

**4.4.1 Utilities Indicated** - The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to OWNER or CONSTRUCTION MANAGER by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or the General Conditions, OWNER and CONSTRUCTION MANAGER shall not be responsible for the accuracy or completeness of any such information or data, and CONTRACTOR

shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Utilities during construction, for the Safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.

**4.4.2 Utilities Not Indicated** - If Underground Utilities are uncovered or revealed at or contiguous to the site which was not indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall identify the owner of such Underground Utilities and give written notice thereof to that owner and shall notify CONSTRUCTION MANAGER in accordance with the requirements of the General Conditions and General Requirements.

**4.4.3 Action Prior To Starting Work** - As provided in section 4216 of the California Government Code, at least two (2) working Days prior to commencing any excavation, CONTRACTOR shall contact the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number.

**4.4.4 Locate Utilities** - CONTRACTOR shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. Full compensation for such work shall be considered as included in CONTRACTOR's Bid price.

**4.4.5 Protection Of Utilities** - CONTRACTOR shall not interrupt the service function or disturb the support of any utility, without authority from OWNER or order from the utility owner. All valves, switches, vaults and meters shall be maintained readily accessible for emergency shutoff. Where protection is required to ensure support of utilities located as shown on the Plans, CONTRACTOR shall, unless otherwise provided, furnish and place the necessary protection at its expense.

**4.4.6 Notification Requirements If Utility Disturbed** - CONTRACTOR shall immediately notify CONSTRUCTION MANAGER and utility owner if any utility is disturbed or damaged. CONTRACTOR shall bear the costs of repair or replacement of any utility damaged by CONTRACTOR.

**4.4.7 Removal Of Abandoned Utilities** - Unless otherwise specified, CONTRACTOR shall remove all interfering portions of utilities shown on the Plans or indicated in the Bidding Documents as abandoned. Before starting removal operations, CONTRACTOR shall ascertain from the Utility Owner whether the abandonment is complete. The costs involved in the removal and disposal shall be included in the price for the item of work necessitating such removals.

#### **4.4.8 Relocation Of Utilities**

**4.4.8.1** When the Plans or Specifications provide for CONTRACTOR to alter, relocate or reconstruct a utility, all costs for such work shall be included in the Bid.

**4.4.8.2** Temporary or permanent relocation or alteration of indicated utilities requested by CONTRACTOR for its convenience shall be its responsibility, and CONTRACTOR shall make all arrangements and bear all costs.

**4.4.8.3** After award of the Agreement, portions of utilities not indicated in the Contract Documents which are found to interfere with the WORK may be relocated, altered or reconstructed by the utility owner, or CONSTRUCTION MANAGER may order changes in the WORK to avoid interference. Such changes will be paid for in accordance with Article 10.

#### **4.4.9 Delays**

**4.4.9.1** CONTRACTOR shall immediately notify in writing the utility owner and CONSTRUCTION MANAGER of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal or relocation of utilities.

**4.4.9.2** CONTRACTOR will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents.

**4.4.9.3** CONTRACTOR may be given a no cost extension of time for unforeseen delays attributable to unreasonably protracted interferences by others in the relocation of utilities.

**4.4.10 Access to the WORK** - When necessary, CONTRACTOR shall so conduct its operations as to permit access to the WORK site and provide time for utility work to be accomplished during normal work hours during the progress of the WORK.

#### **4.5 REFERENCE POINTS**

**4.5.1 Bench Mark** - The CONSTRUCTION MANAGER will provide one (1) benchmark, near or on the site of the WORK, and will provide two (2) points near or on the site to establish a base line for use by CONTRACTOR for alignment control. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish all other lines, grades and benchmarks required for proper execution of the WORK.

**4.5.2 Protection of Bench Marks** - CONTRACTOR shall preserve all bench marks, stakes and other survey marks, and in case of their removal or destruction by any party, CONTRACTOR shall be responsible for the accurate replacement of such reference points by personnel qualified under Division 3, Chapter 15 of the California Business and Professions Code. CONTRACTOR shall report to CONSTRUCTION MANAGER whenever a reference point is lost, destroyed or requires relocation.

#### **4.6 ASBESTOS, PCBS, PETROLEUM, HAZARDOUS WASTE OR RADIOACTIVE MATERIAL**

**4.6.1 OWNER Responsibility** - OWNER shall be responsible for any hazardous material which includes hazardous substances and hazardous waste as defined by sections 25316 and 25117 of the Health and Safety Code, uncovered or revealed at the site which was not identified in the Contract Documents to be within the scope of the WORK. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

**4.6.2 CONTRACTOR's Responsibility** - When such hazardous material is encountered, CONTRACTOR shall immediately stop all work in connection with such hazardous condition in any area affected thereby (except in an emergency as required by Article 6) and notify OWNER and CONSTRUCTION MANAGER in writing. OWNER shall promptly evaluate such hazardous condition and take corrective action. CONTRACTOR shall not be required to resume work in any such affected area until after OWNER has delivered to CONTRACTOR written notice specifying that such condition and any affected area has been rendered safe for the reassumption of work, or specifying any special conditions under which such work may be resumed safely.

**4.6.3 Dispute** - If, after receipt of such special written notice, CONTRACTOR does not agree to resume work based on a reasonable belief it is unsafe, or does not agree to resume work under such special conditions, then OWNER may order such portion of the work that is in connection with such hazardous condition or in such affected area to be deleted from the WORK. OWNER may have such deleted portion of the work performed by OWNER's own forces or others in accordance with Article 7. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of work stoppage or of deleting such portion of the WORK, then either party may make a Claim as provided in Article 16.

**4.6.4 OWNER Hold Harmless** - To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, CONSTRUCTION MANAGER, DESIGN CONSULTANT and the officers, directors, employees, agents, other consultants and Subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death or to the destruction of tangible property and provided further that any such claim, cost loss or damage is not caused by the consequences of that person's or entity's own negligence.

## **ARTICLE 5 -- BONDS AND INSURANCE**

### **5.1 PERFORMANCE, PAYMENT AND OTHER BONDS**

**5.1.1 Bond Requirement** - CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount set forth in the Supplementary General Conditions as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one (1) year after the filing date of Notice of Completion, except as otherwise provided by law or regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions.

**5.1.2 Licensed Surety** - All Bonds shall be in the form prescribed by the Contract Documents and by such sureties which are admitted insurers in the State of California and are subject to regulation by the Department of Insurance, and which also satisfy the requirements stated in section 995.660 of the Code of Civil Procedure, except as provided otherwise by Laws or Regulations. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Surety companies must be duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

**5.1.3 Bankrupt or Insolvent Surety** - If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, CONTRACTOR shall within seven (7) Days thereafter substitute another Bond and Surety, which must be acceptable to OWNER per paragraph 5.1.1 and 5.1.2 above.

## **5.2 INSURANCE**

**5.2.1 Insurance Policy Requirements** - CONTRACTOR shall purchase and maintain the insurance required under the Construction Services Agreement.

**5.2.7 Subcontractor's Insurance** - CONTRACTOR shall either require each of its Subcontractors to procure and to maintain public liability and property damage insurance and vehicle liability insurance of the type and in the amounts specified for CONTRACTOR in the Supplementary General Conditions or insure the activities of its Subcontractors in CONTRACTOR's own policy, in like amount.

**5.2.9 Restriction on Start of Site Work** - CONTRACTOR shall not perform any WORK unless CONTRACTOR has in full force and effect all required insurance. CONTRACTOR shall not allow any Subcontractor, Supplier or other organization to perform WORK unless the Workers' Compensation requirements have been met.

**5.2.10 Increasing Insurance Limits** - OWNER may direct CONTRACTOR to increase insurance limits. CONTRACTOR will be entitled to a Contract Price adjustment based on the substantiated premium costs.

## **ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES**

**6.1. Responsibility Of CONTRACTOR To Perform** - Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the WORK. Such support that may need to be provided after normal working hours will be provided by CONTRACTOR at its expense.

**6.2 Labor, Materials and Equipment** All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by CONSTRUCTION MANAGER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to CONSTRUCTION MANAGER, any duty or authority to supervise or direct the furnishing or performance of the WORK.

**6.2.1** The completed work shall include all necessary permanent Safety devices, such as machinery guards, emergency stops and similar Safety items required by OSHA, Cal-OSHA and other Federal, State and local health and Safety regulations. In addition, all equipment, products, components and/or package systems shall be designed, fabricated and installed in compliance with Seismic Zone 4 structural criteria. Further, any features of the work (including OWNER-selected equipment) subject to such Safety regulations and structural criteria shall be fabricated, furnished and installed in compliance with Seismic Zone 4 structural criteria. CONTRACTOR shall include provisions of this Article in his agreements with Subcontractors, Suppliers and manufacturers of equipment and/or products.

In selecting and/or accepting equipment and/or products for installation in the WORK, OWNER, DESIGN CONSULTANT and CONSTRUCTION MANAGER assume no responsibility for the injury, property damage or any other damages or claims resulting from failure of the equipment, products, components and/or package systems to comply with applicable Safety Codes or requirements, or the Safety requirements of a recognized agency, or failure due to manufacturer's faulty design concepts, or Defective Work and materials. CONTRACTOR shall defend, indemnify and hold OWNER, DESIGN CONSULTANT and CONSTRUCTION MANAGER harmless against any and all liability, claims, suits, damages, costs or expenses caused or claimed to be caused in whole or in part by the negligence or willful misconduct of the construction CONTRACTOR connected with the WORK. However, this indemnity will not extend to any loss, damage or expense caused by the established sole gross negligence or willful misconduct of OWNER or OWNER's Agents, servants or independent contractors.

**6.3 SUPERVISION, SUPERINTENDENCE AND QUALITY** - CONTRACTOR shall supervise, inspect and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and Safety precautions and programs incidental thereto. CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents. CONTRACTOR is solely responsible for the quality of the WORK.

## **6.4 SUPERINTENDENT**

**6.4.1 Written Designation of Superintendent** - CONTRACTOR shall designate in writing and keep on the work site at all times during its progress a technically qualified, English-speaking superintendent and an alternate who are employees of CONTRACTOR and who shall not be replaced without written notice to OWNER and CONSTRUCTION MANAGER. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR. CONTRACTOR shall issue all its communications to OWNER and DESIGN CONSULTANT through CONSTRUCTION MANAGER.

**6.4.2 Superintendent's Presence at Site** - CONTRACTOR's superintendent or alternate shall be present at the site of the WORK at all times while work is in progress, and shall be available by phone for emergencies twenty-four (24) hours per Day, seven (7) Days per week. Failure to observe this requirement shall be considered suspension of the WORK by CONTRACTOR until such time as such the superintendent is again present at the site.

**6.4.3 Removal of Superintendent** - Upon written notice, OWNER may require replacement and removal from the WORK of CONTRACTOR's superintendent with cause, in which case CONTRACTOR shall submit a replacement superintendent subject to approval by OWNER, at no increase in Contract Price or Contract Time. Repeated Safety violation on the job site will be sufficient grounds for directing such replacement.

**6.5 LABOR** - CONTRACTOR shall provide competent, suitably-qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform work properly, acceptably and safely, shall be immediately removed from the WORK by CONTRACTOR and not be reemployed on the WORK. CONTRACTOR shall furnish, erect, maintain and remove the construction plant and any temporary works as may be required. CONTRACTOR shall at all times maintain good discipline and order at the site and will not permit the use or consumption of drugs (illegal substances) or alcoholic beverages at the site.

**6.5.1 No Additional Compensation for Overtime** - Except as otherwise provided in this Article, CONTRACTOR shall receive no additional compensation for overtime work, (i.e., work in excess of eight (8) hours in any one (1) calendar Day or forty (40) hours in any one (1) calendar week) even though such overtime work may be required under emergency conditions and may be ordered by CONSTRUCTION MANAGER in writing. Additional compensation will be paid CONTRACTOR for overtime work only in the event extra work is ordered by CONSTRUCTION MANAGER, and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by CONTRACTOR for overtime work of a similar nature in the same locality.

**6.5.2 Approval Required to Work Outside Normal Work Hours** - Except in connection with the Safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the site shall be performed during normal working hours, and CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any holiday observed by OWNER without



OWNER's written consent. CONTRACTOR shall apply for this consent through CONSTRUCTION MANAGER. CONSTRUCTION MANAGER has to approve CONTRACTOR working Holidays, weekends or overtime. CONTRACTOR will be responsible for reimbursing OWNER for all cost to provide inspection services required to monitor WORK outside of normal working hours. CONTRACTOR will be charged for this actually incurred direct hourly cost plus OWNER-approved overhead cost plus OWNER-approved profit, and a deductive Change Order will be issued to cover this expense.

**6.5.3 SUBCONTRACT LIMITATIONS** - CONTRACTOR shall perform not less than twenty (20) percent of the WORK with its own forces without subcontracting. This requirement refers to the WORK whose value will not be less than twenty (20) percent of the Contract Price.

**6.6 PROGRESS SCHEDULE** - CONTRACTOR shall adhere to the progress schedule established in accordance with the General Requirements as it may be adjusted from time to time as provided below:

**6.6.1 Non Impacting Adjustments** - CONTRACTOR shall submit to CONSTRUCTION MANAGER for acceptance proposed adjustments in the progress schedule that will not change the Contract Time (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

**6.6.2 Revisions To Milestones** - Proposed revisions in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order in accordance with Article 12 of the General Conditions.

**6.7 SUBSTITUTES OR "OR-EQUAL" ITEMS** - Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to CONSTRUCTION MANAGER for review under the circumstances described below.

**6.7.1 "Or-Equal" Items:** If in CONSTRUCTION MANAGER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in the WORK will be required, it may be considered by CONSTRUCTION MANAGER as an "or-equal" item, in which case review and approval of the proposed item may, in CONSTRUCTION MANAGER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. A proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment CONSTRUCTION MANAGER determines that:

- i. it is at least equal in materials of construction, quality, durability, appearance, strength and design characteristics;
  - ii. it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the WORK as a functioning whole;
  - iii. it has a proven record of performance and availability of responsive service; and
- b. CONTRACTOR certifies that, if approved and incorporated into the WORK:
  - i. there will be no increase in cost to OWNER or increase in Contract Time, and
  - ii. it will conform substantially to the detailed requirements of the item named in the Contract Documents.

#### **6.7.2 Substitute Items**

- a. If in CONTRACT MANAGER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal," it will be considered a proposed substitute item.
- b. CONTRACTOR shall submit sufficient information as provided below to allow CONTRACT MANAGER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by CONTRACT MANAGER from anyone other than CONTRACTOR.
- c. The procedure requirements for review by CONTRACT MANAGER will be as set forth in Paragraph 6.7.2.d, and as CONTRACT MANAGER may decide is appropriate under the circumstances.
- d. CONTRACTOR shall make written application to CONTRACT MANAGER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application:
  - i. shall certify that the proposed substitute item will:
    - 1. perform adequately the functions and achieve the results called for by the general design,
    - 2. be similar in substance to that specified, and
    - 3. be suited to the same use as that specified;
  - ii. will state:
    - 1. the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time;
    - 2. whether or not use of the proposed substitute item in the WORK will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3. whether or not incorporation or use of the proposed substitute item in connection with the WORK is subject to payment of any license fee or royalty;
  - iii. will identify:

1. all variations of the proposed substitute item from that specified, and
  2. available engineering, sales, maintenance, repair and replacement services;
- iv. and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

**6.7.3 Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence or procedure of construction is expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction approved by CONTRACT MANAGER. CONTRACTOR shall submit sufficient information to allow CONTRACT MANAGER, in CONTRACT MANAGER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by CONTRACT MANAGER will be similar to those provided in Paragraph 6.7.2.d.

**6.7.4 Contract Manager's Evaluation:** CONTRACT MANAGER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.7.2.d and 6.7.3. CONTRACT MANAGER may require CONTRACTOR to furnish additional data about the proposed substitute item. CONTRACT MANAGER will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until CONTRACT MANAGER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." CONTRACT MANAGER will advise CONTRACTOR in writing of any negative determination.

**6.7.5 Special Guarantee:** OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

**6.7.6 Contract Manager's Cost Reimbursement:** CONTRACT MANAGER will record CONTRACT MANAGER's costs in evaluating a substitute proposed or submitted by CONTRACTOR pursuant to Paragraphs 6.7.2.d and 6.7.3. Whether or not CONTRACT MANAGER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of CONTRACT MANAGER for evaluating each such proposed substitute. CONTRACTOR shall also reimburse OWNER for the charges of CONTRACT MANAGER for making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER) resulting from the acceptance of each proposed substitute.

**6.7.7 CONTRACTOR's Expense:** CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense

## **6.8 PROJECT SITE COORDINATION**

**6.8.1 Work By Others** - CONTRACTOR shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by others as described in the General Requirements.

CONTRACTOR shall provide staging areas and include work windows for work by others into the overall construction schedule. No additional working days will be allowed for CONTRACTOR's failure to coordinate work by others.

**6.8.2 Coordination Of Work** - OWNER, CONTRACTOR and each of such workers, contractors and others shall cooperate to minimize interference.

**6.8.3 Cost Of Coordination** - CONTRACTOR shall include in its Bid all costs involved as a result of coordinating its WORK with others. CONTRACTOR will not be entitled to additional compensation from OWNER for damages resulting from such simultaneous, collateral and essential work. CONTRACTOR's sole and exclusive remedy as a third party beneficiary to other prime contracts for damages caused by another contractor will be a direct action against the separate contractor. If necessary to avoid or minimize such damage or delay, CONTRACTOR shall redeploy its work force to other parts of the WORK.

**6.8.4 Obligation to Provide Access** - CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate work performed by others with their WORK as described in these Contract Documents.

**6.8.5** CONTRACTOR shall do all cutting, fitting and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work.

**6.8.6** CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSTRUCTION MANAGER and the others whose work will be affected.

## **6.9 COORDINATION WITH SUBCONTRACTORS AND SUPPLIERS**

**6.9.1** CONTRACTOR shall be solely responsible for scheduling and coordinating the WORK of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the WORK under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the WORK to communicate with CONSTRUCTION MANAGER through CONTRACTOR. All WPRL performed by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents.

**6.9.2** Subcontractor has no contractual relationship with OWNER. Nothing contained in this Article shall create any contractual relationship between any Subcontractor and OWNER or CONSTRUCTION MANAGER, nor relieve CONTRACTOR of any liability or obligation under the Agreement. CONTRACTOR shall include these General Conditions and the Supplementary General Conditions as a part of all its subcontract agreements.

**6.9.3 DIVISION OF WORK** - The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the WORK among Subcontractors or Suppliers or delineating the WORK to be performed by any specific trade.

**6.10 PATENT FEES AND ROYALTIES** - CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of OWNER, or DESIGN CONSULTANT, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents.

**6.11 PERMITS** - Unless otherwise provided in the Supplementary General Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and Bonds if required by such agencies. The enforcement of such requirements under this Agreement shall not be made the basis for claims for additional compensation. OWNER shall assist CONTRACTOR, only when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility owners for connections to the WORK.

**6.12 LAWS AND REGULATIONS** - CONTRACTOR shall observe and comply with all Federal, State and local laws, ordinances, Codes, orders and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this Agreement in relation to any such law, ordinance, code, order or regulation, CONTRACTOR shall immediately report the same in writing to CONSTRUCTION MANAGER.

**6.13 TAXES** - CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK. OWNER is not exempt from sales tax.

**6.14 Intentionally Omitted.**

**6.15 USE OF PREMISES**

**6.15.1 General** - CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site, the land and areas identified in

and permitted by the Contract Documents and the other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements as approved by CONSTRUCTION MANAGER. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against OWNER or CONSTRUCTION MANAGER by any such owner or occupant because of the performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation.

## **6.16 PROJECT SITE MAINTENANCE AND INTERFERENCE WITH ADJACENT PROPERTY**

**6.16.1 Cost of General Requirements in Contract Price** - CONTRACTOR is obligated to comply with the General Requirements. All costs associated with this compliance are to be included in the basic Contract Price.

**6.16.2 Vehicle Load Limits** - When materials are transported in prosecuting the WORK, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by law or regulation. When it is necessary to cross curbs, sidewalks or drainage facilities CONTRACTOR shall protect them from damage.

**6.16.3 Work Outside The Agreement Limits** - Despite the designation of Contract Documents or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions of the WORK may require that certain operations be carried out beyond such limits. In those cases, trenching, utility work, site development and landscaping shall be scheduled so as to occasion a minimum of inconvenience or disturbance to or interference with the normal operation of the owner, abutters and the public. CONTRACTOR shall obtain CONSTRUCTION MANAGER's prior approval and all necessary approvals from other agencies, public entities or the government for such operations, and prosecute such operations expeditiously and restore the premises affected to their original condition immediately upon completion of such operations, unless otherwise specified in the Contract Documents. All existing walks, roadways, paved or landscaped areas on which temporary driveways or walks are rerouted shall be restored to their original condition, immediately upon completion of those phases of the WORK, unless otherwise specified in the Contract Documents. Pumping, draining and control of surface and ground water shall be carried out so as to avoid endangering the WORK or any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with its use.

**6.16.4 Responsibilities For Damage** - All damage, injury or loss to any persons or property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the WORK or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or CONSTRUCTION MANAGER or DESIGN CONSULTANT). CONTRACTOR's duties and responsibilities for Safety and for protection of the WORK shall continue until such time as all the WORK is completed and CONSTRUCTION

MANAGER has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the WORK is complete.

**6.17 CONTRACTOR'S DAILY REPORTS** - CONTRACTOR shall complete a daily report indicating his total manpower for each construction trade, major equipment on site, each Subcontractor's manpower, weather conditions and any other items required by CONSTRUCTION MANAGER. The daily report shall be completed on forms provided by CONSTRUCTION MANAGER and shall be submitted to CONSTRUCTION MANAGER by 9:00 a.m. the following work Day. The report should comment on the daily progress and status of the work within each major component of the WORK. These components will be determined by CONSTRUCTION MANAGER. Submitting acceptable daily reports as required is a precondition to approval of the monthly progress payment. However, these reports are not to be used to meet the notice requirements contained elsewhere in the General Conditions.

## **6.18 SAFETY**

**6.18.1 Safety Plan** - CONTRACTOR will be required to comply with General Requirements provided by CONSTRUCTION MANAGER. CONTRACTOR shall submit a written Safety plan to CONSTRUCTION MANAGER prior to commencement of any work on site. CONTRACTOR shall be responsible for initiating, maintaining and supervising all Safety precautions and programs in connection with the WORK.

**6.18.2 Safety Laws and Regulations** - CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the Safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such Safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Utilities when prosecution of the WORK may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property.

**6.18.3 Safety Representative** - CONTRACTOR shall designate a qualified and experienced Safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of Safety precautions and program. The Safety representative must meet the requirements stated in Supplemental General Conditions 6.18 "Safety."

**6.18.4 Safety Orders** - CONTRACTOR shall have at the WORK site as applicable, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issued by the State Division of Industrial Safety. CONTRACTOR shall comply with provisions of these and all other applicable laws, ordinances and regulations.

**6.18.5 Trench Shoring Plan** - Before excavating any trench five (5) feet or more in depth, CONTRACTOR shall submit to OWNER a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a California registered civil construction manager. No excavation shall start until CONSTRUCTION MANAGER has accepted the plan and CONTRACTOR has

obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to CONSTRUCTION MANAGER and posted at the site.

**6.18.6 Use of Explosives** - Explosives may be used only when authorized in writing by CONSTRUCTION MANAGER, or as otherwise stated in the Specifications. Explosives shall be handled, used and stored in accordance with all applicable regulations. CONSTRUCTION MANAGER's approval of the use of explosives shall not relieve CONTRACTOR from liability for claims caused by blasting operations.

#### **6.18.7 Hazardous Communication Program**

**6.18.7.1** Notification to employees is required when materials that contain hazardous substances or mixtures are required on the WORK. A material safety data sheet as described in section 5194 of the California Code of Regulations shall be requested by CONTRACTOR from the manufacturer of any hazardous product used.

**6.18.7.2** Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer's warnings and application instructions listed on the material safety data sheet and on the product container label.

**6.18.7.3** CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations, with copies to CONSTRUCTION MANAGER.

**6.18.7.4 Unsafe Products** - CONTRACTOR shall notify CONSTRUCTION MANAGER if it considers a specified or required product or its intended usage to be unsafe. This notification must be given to CONSTRUCTION MANAGER prior to the product being ordered, or if provided by some other party, prior to the product being used or incorporated in the WORK.

**6.18.8 Safety Measures In Bid** - Payment for performing all work necessary to provide Safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation Safety are provided.

#### **6.18.9 Safety Reporting**

**6.18.9.1** Weekly First Aid Logs - This log should be delivered to CONSTRUCTION MANAGER three (3) Days after the weekly reporting period.

**6.18.9.2** Accident and Injury Reports - This report should be delivered within twenty-four (24) hours of the injury or accident.

**6.18.10 CONSTRUCTION MANAGER Safety Deficiency Report** - CONTRACTOR is required to respond to this report within two (2) working Days explaining his corrective action and proposed schedule for this action.



**6.19 EMERGENCY** - In emergencies affecting the Safety or protection of persons or the WORK or property at or adjacent to the site, CONTRACTOR, without special instruction or authorization from CONSTRUCTION MANAGER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give CONSTRUCTION MANAGER prompt written notice if CONTRACTOR believes that any significant changes in the WORK have resulted because of the action taken in response to an emergency. If it is determined by OWNER that a change is required, a change shall be authorized by Change Order.

## **6.20 SHOP DRAWINGS AND SAMPLES**

**6.20.1** After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to CONSTRUCTION MANAGER for DESIGN CONSULTANT's review all Shop Drawings in accordance with the accepted schedule of Shop Drawings Submittals specified in Bidding Documents section Bid Forms.

**6.20.2** CONTRACTOR shall also submit to CONSTRUCTION MANAGER for review all Samples in accordance with the accepted schedule of sample Submittals specified in the General Requirements.

**6.20.3** Before submittal of each Shop Drawing or Sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the WORK and the Contract Documents.

**6.20.4** CONTRACTOR shall, at his own expense, furnish for review, and obtain approval by the CONSTRUCTION MANAGER, three (3) copies each of detailed submittals for materials, installation drawings, and construction procedures for the following:

- Any material which differ from that specified with a brand name on the Plans and in this Special Provisions
- Portland cement concrete design mix
- Conventional Asphalt Mixes
- Class II Base
- Tack Coat Oil
- Piping, PVC conduits
- Lighting fixtures, switches and timers.

In addition, OWNER's representative may, at his discretion, require shop drawings on other equipment or construction activities not included in the above list. OWNER's representative shall have ten (10) working days to review and return the shop drawings to CONTRACTOR after receipt of said drawings.

## **6.21 SUBMITTAL ACCEPTANCE**

**6.21.1 DESIGN CONSULTANT Review Scope and Limitation** - DESIGN CONSULTANT will review and approve Shop Drawings and Samples. DESIGN CONSULTANT's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the WORK, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. DESIGN CONSULTANT's review and approval will not extend to means, methods, techniques, sequences or procedures of construction except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents or to Safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by DESIGN CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by DESIGN CONSULTANT on previous Submittals.

**6.21.2 CONTRACTOR's Responsibility Not Relieved By Approval** - CONSTRUCTION MANAGER's and DESIGN CONSULTANT's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called DESIGN CONSULTANT's attention to each such variation at the time of submission and DESIGN CONSULTANT has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by DESIGN CONSULTANT relieve CONTRACTOR from responsibility for complying with the requirements of Article 6.

**6.22 COMPLIANCE WITH CONSTRUCTION MANAGER ADMINISTRATIVE PROCEDURES** - CONTRACTOR is required to comply with all CONSTRUCTION MANAGER administrative procedures including but not limited to daily reports, Requests for Proposal, Safety reporting, notice requirements, payment procedures, submittal processing, attendance at weekly and special meetings and others designated by CONSTRUCTION MANAGER.

**6.23 ASSIGNMENT OF CONTRACT** - CONTRACTOR shall not assign, sublet, sell, transfer or otherwise dispose of the Contract Documents or any portion thereof, or its right, title or interest therein, or obligations thereunder, without the written consent of OWNER except as imposed by law. If CONTRACTOR violates this provision, the Agreement may be terminated at the option of OWNER. In such event, OWNER shall be relieved of all liability and obligations to CONTRACTOR and to its assignee or transferee growing out of such termination.

## **6.24 CONTINUING THE WORK DURING DISPUTES**

**6.24.1** CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with OWNER over any WORK scope, price or time dispute. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.

**6.24.2** If CONTRACTOR and OWNER are unable to reach agreement on Disputed Work, OWNER may direct CONTRACTOR to proceed with the WORK. Payment shall be as later determined by Article 16.

**6.25 GENERAL WARRANTY AND GUARANTEE** CONTRACTOR is responsible for providing warranty and guarantee in accordance with Article 13.

**6.26 INDEMNIFICATION** – In addition and complementary to, the Construction Services Agreement and to the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify, defend and hold harmless OWNER, CONSTRUCTION MANAGER, DESIGN CONSULTANT, their consultants, Sub-Consultants and the officers, directors, employees and agents of each and any of them against and from all claims and liability arising under, by reason of or incidentally to the Agreement or any performance of the WORK, but not from the sole gross negligence or willful misconduct of OWNER, CONSTRUCTION MANAGER and/or DESIGN CONSULTANT. Such indemnification by CONTRACTOR shall include but not be limited to the following:

**6.26.1 CONTRACTOR Negligence** - Liability or claims resulting directly or indirectly from the negligence or carelessness of CONTRACTOR, its employees or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements or appliances used in its construction, or by or on account of any act or omission of CONTRACTOR, its employees or agents;

**6.26.2 Claims By CONTRACTOR Employees** - Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease or death of CONTRACTOR's or Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against OWNER, CONSTRUCTION MANAGER and/or DESIGN CONSULTANT;

**6.26.3 Violation Of Law** - Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order or decree, whether by CONTRACTOR, its employees or agents;

**6.26.4 Patent, Copyright Or Secret Process** - Liability or claims arising directly or indirectly from the use or manufacture by CONTRACTOR, its employees or agents in the performance of this Agreement of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, unless otherwise specifically stipulated in this Contract.

**6.26.5 Breach Of Warranty** - Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to OWNER or any other parties by CONTRACTOR, its employees or agents;

**6.26.6 Willful Misconduct** - Liabilities or claims arising directly or indirectly from the willful misconduct of CONTRACTOR, its employees or agents; and,

**6.26.7 CONTRACTOR Reimbursement Of Cost** - Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by CONTRACTOR, CONTRACTOR shall reimburse OWNER, CONSTRUCTION MANAGER and DESIGN CONSULTANT for all costs and expenses, (including but not limited to fees and charges of engineers, architects and other professionals and court costs including all costs of appeals) incurred by said OWNER, CONSTRUCTION MANAGER and DESIGN CONSULTANT in enforcing the provisions of this Article.

**6.26.8 Use Of Premises** - Liabilities of claims arising directly or indirectly from the use of the premises by CONTRACTOR, its employees or agents.

**6.26.9 No Indemnification Limitation** - The indemnification obligation in Article 6 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under Workers' Compensation acts, disability benefit acts or other employee benefit acts. However, the indemnification obligations of CONTRACTOR shall not extend to the liability of DESIGN CONSULTANT when caused by the professional negligence, errors or omissions.

**6.26.10 OSHA/CalOSHA Citations** - CONTRACTOR shall indemnify CONSTRUCTION MANAGER against fines, reasonable attorneys' fees and defense costs resulting from citations issued to CONSTRUCTION MANAGER by either the Federal, State or local Safety enforcement agencies due to CONTRACTOR's failure to abide by applicable Safety and health standards.

**6.26.11 Survival of Obligations** - All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive Final Payment, completion and acceptance of the WORK and termination or completion of the Agreement.

## **ARTICLE 7 -- WORK BY OTHERS AT THE SITE**

**7.1 OWNER'S RIGHT TO WORK AT SITE** - OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners, or let other direct contracts which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

**7.2 CONTRACTOR REPORT ON DELAYS CAUSED BY OTHERS** - If the proper execution or results of any part of CONTRACTOR's work depends upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall promptly inspect and report

to CONSTRUCTION MANAGER in writing any apparent delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure to report such delays, defects or deficiencies in writing before commencement of the affected WORK will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's work except for latent defects and deficiencies in the other work.

**7.3 DAMAGE TO OTHERS CAUSED BY CONTRACTOR** - If CONTRACTOR causes damage to the work, property or person of any other contractor employed by OWNER, or if any claim arising out of CONTRACTOR's performance of the WORK by any other contractor is made against CONTRACTOR, by OWNER, CONSTRUCTION MANAGER, DESIGN CONSULTANT, any other contractor or any other person, CONTRACTOR shall be responsible to settle and shall promptly attempt to settle and resolve the dispute.

## **7.4 COORDINATION**

**7.4.1 Coordination Responsibilities** - CONTRACTOR's coordination responsibilities are in accordance with those found in Article 6 and in the described Supplementary General Conditions if applicable.

**7.4.2 Coordination Delays** - Should CONTRACTOR be delayed by OWNER, and such delay could not reasonably have been foreseen and prevented by CONTRACTOR, CONSTRUCTION MANAGER will determine the extent of the delay, the effect of the delay on the work as a whole, and any commensurate extension of time. CONSTRUCTION MANAGER shall arrange meetings with other contractors performing work on behalf of OWNER to plan coordination of construction activities. Any difference or conflict arising between CONTRACTOR and any other contractor employed by OWNER shall be submitted to CONSTRUCTION MANAGER for a decision in the matter. CONTRACTOR shall comply with reasonable direction from CONSTRUCTION MANAGER whose decision on coordination matters will be final.

**7.5 Remedy For Delays By Others** - By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose WORK will be coordinated with that of his own. CONTRACTOR expressly warrants and agrees that he will cooperate with other contractors and will do nothing to delay, hinder or interfere with the WORK of other separate contractors, OWNER, CONSTRUCTION MANAGER or DESIGN CONSULTANT. CONTRACTOR also expressly agrees that, in the event his work is hindered, delayed, interfered with or otherwise affected by a separate contractor, his sole remedy will be a direct action against the separate contractor. Except as otherwise provided by law, CONTRACTOR will have no remedy, and hereby expressly waives any remedy, against OWNER and/or CONSTRUCTION MANAGER or DESIGN CONSULTANT on account of delay, hindrance, interference or other event caused by a separate contractor.

**7.6 Out Of Sequence Or Accelerated Work** - When WORK is performed out of sequence and ahead of Interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the WORK which may be caused by others during the performance of their work, including but not limited to furnishing prompt written notice to CONSTRUCTION

MANAGER and to the other contractors that WORK has been performed out of sequence and ahead of Interfacing Work.

**7.7 NATIONAL LABOR RELATIONS BOARD REQUIREMENTS - CONTRACTOR's** Price shall include all costs associated with complying with any applicable National Labor Relations Board requirements for accessing the Project site.

## **ARTICLE 8 -- OWNER'S RESPONSIBILITIES**

**8.1 GENERAL** - OWNER has the final authority in all matters affecting the WORK.

**8.2 COMMUNICATIONS** - In general, OWNER and DESIGN CONSULTANT shall issue all written communications to CONTRACTOR through CONSTRUCTION MANAGER.

**8.3 PAYMENTS** - OWNER shall make payments to CONTRACTOR as provided in Article 14.

**8.4 LANDS, EASEMENTS AND SURVEYS** - OWNER's duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Article 4. OWNER shall identify and make available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized in preparing the Contract Documents as set forth in Article 4.

**8.5 CHANGE ORDERS** - OWNER shall execute Change Orders as indicated in Article 10.

**8.6 INSPECTIONS AND TESTS** - OWNER's responsibility with respect to inspections, tests and approvals is set forth in Article 13.

**8.7 SUSPENSION OF WORK** - In connection with OWNER's right to stop work or suspend work, see Articles 13 and 15.

**8.8 TERMINATION OF AGREEMENT** - Article 15 deals with OWNER's right to terminate services of CONTRACTOR.

**8.9 OWNER'S RESPONSIBILITY FOR UNDISCLOSED HAZARDOUS MATERIALS** - OWNER'S responsibility with respect to undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in Article 4.

**8.10 NO OWNER SUPERVISION INTENDED** - Neither OWNER nor CONSTRUCTION MANAGER shall supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the Safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the WORK. OWNER and CONSTRUCTION MANAGER will not be responsible for CONTRACTOR's failure to perform or furnish the WORK in accordance with the Contract Documents.

## **ARTICLE 9 -- CONSTRUCTION MANAGER'S STATUS DURING CONSTRUCTION**

## **9.1 GENERAL**

**9.1.1 OWNER’S REPRESENTATIVE - CONSTRUCTION MANAGER** will be OWNER’s representative during the construction period. The duties and responsibilities and the authority of CONSTRUCTION MANAGER as CONSTRUCTION MANAGER during construction are set forth in the Contract Documents.

**9.1.2 Contract Documents Terms** - Whenever in the Contract Documents the terms “as ordered,” “as directed,” “as required,” “as allowed,” “as reviewed,” “as approved,” or terms of like effect or import are used, or the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” or “satisfactory” or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of CONSTRUCTION MANAGER as to the WORK, it is intended that such requirement, direction, review or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to CONSTRUCTION MANAGER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the Article 9.

**9.2 PRESENCE ON SITE - CONSTRUCTION MANAGER** will be on site during construction to observe the progress, quantity and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. CONSTRUCTION MANAGER will not supervise, direct or have control over CONTRACTOR’s work.

**9.3 CONTRACT DOCUMENT CLARIFICATIONS AND INTERPRETATIONS - CONSTRUCTION MANAGER** will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSTRUCTION MANAGER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Time and the parties are unable to agree to the amount or extent CONTRACTOR may request an adjustment in the Contract Price or an extension of the Contract Time therefore as provided in Articles 11 or 12.

**9.4 AUTHORIZED VARIATIONS IN WORK - CONSTRUCTION MANAGER** may authorize minor variations in the WORK, (not resulting in changes to the Contract Price or Contract Time), which are consistent with the intent of the Contract Documents. These may be accomplished by a Construction Manager Order. If CONTRACTOR believes that a Construction Manager Order justifies an increase in the Contract Price or an extension of the Contract Time, CONTRACTOR may request an adjustment in the Contract Price or an extension of the Contract Time therefore as provided in Articles 11 or 12. If CONTRACTOR proceeds with the directed work without making such a request or providing notice he will be presumed to be in agreement

with CONSTRUCTION MANAGER's determination that no change in price or time are involved, and will be considered to have waived his right to request an adjustment in Contract Time or Price.

**9.5 ACCEPTANCE OF WORK** - OWNER has the final authority in all matters affecting the WORK. Within the scope of the Agreement, CONSTRUCTION MANAGER has the authority to enforce compliance with the Plans and Specifications. CONTRACTOR shall promptly comply with instructions from CONSTRUCTION MANAGER or any authorized representative on all matters relating to quantities, the acceptability of material, equipment or work, the execution, progress or sequence of work and the interpretation of Specifications or Drawings. The decision of CONSTRUCTION MANAGER shall be precedent to any payment under the Agreement, unless otherwise ordered by OWNER. CONSTRUCTION MANAGER will recommend final acceptance to OWNER.

**9.6 REJECTING DEFECTIVE WORK** - CONSTRUCTION MANAGER will have authority to reject work which CONSTRUCTION MANAGER determines to be defective, or not in compliance with the Contract Documents or that DESIGN CONSULTANT or CONSTRUCTION MANAGER believes will not produce a completed Project or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. CONSTRUCTION MANAGER will also have authority to require special inspection or testing of the WORK as provided in Article 13, whether or not the WORK is fabricated, installed or completed.

**9.7 CONTRACTOR SUBMITTALS** - CONTRACTOR shall provide submittals in accordance with the SPECIAL PROVISIONS.

**9.8 CHANGE ORDER** - In connection with CONSTRUCTION MANAGER's responsibilities as to Change Orders, see Articles 10, 11, and 12.

**9.9 PAYMENTS** In connection with CONSTRUCTION MANAGER's responsibility as to Applications for Payment, see Article 14.

**9.10 FINAL APPLICATION FOR PAYMENT** - CONSTRUCTION MANAGER's review of the Final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.



## **9.11 DECISIONS ON DISPUTES**

**9.11.1 Interpreter Of Contract Documents** - CONSTRUCTION MANAGER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes and other matters relating to the acceptability of the WORK, the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK and those claims with respect to changes in the Contract Price or Contract Time will be referred initially to CONSTRUCTION MANAGER. The process to be followed is described in Article 16.

**9.12 CONSTRUCTION MANAGER LIABILITY FOR INTERPRETATION** - When functioning as interpreter under Article 9, CONSTRUCTION MANAGER will not show partiality to OWNER, DESIGN CONSULTANT or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by CONSTRUCTION MANAGER pursuant to Article 9 will be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as he may otherwise have under the Contract Documents or by laws or regulations in respect of any such Claim, dispute or other matter pursuant to Article 16.

## **9.13 LIMITATION ON CONSTRUCTION MANAGER'S RESPONSIBILITIES**

**9.13.1 No Duty Arising Out Of Act Or Decision** - Neither CONSTRUCTION MANAGER's authority to act under this Article 9 or other provisions of the Contract Documents, nor any decision made by CONSTRUCTION MANAGER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSTRUCTION MANAGER to CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them or any other person or organization performing any of the WORK.

**9.13.2 No Supervision Role** - CONSTRUCTION MANAGER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the Safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. CONSTRUCTION MANAGER will not be responsible for CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.

**9.13.3 CONTRACTOR Acts Or Omissions** - CONSTRUCTION MANAGER will not be responsible for the acts or omissions of CONTRACTOR nor of any Subcontractor, Supplier or any other person or organization performing any of the WORK.

## **ARTICLE 10 -- CHANGES IN THE WORK**

### **10.1 CHANGES REQUESTED BY CONTRACTOR**

**10.1.1 CONSTRUCTION MANAGER Approval** - Changes in the Plans and Specifications, requested in writing by CONTRACTOR, which do not materially affect the WORK and which are not detrimental to the WORK or to the interests of OWNER, may be granted to facilitate the

WORK, when approved in writing by CONSTRUCTION MANAGER. If the method will result in a cost saving, an appropriate deductive change will be required.

**10.1.2 Specified Methods** - Changes in specified methods of construction may be made at CONTRACTOR's request when approved in writing by CONSTRUCTION MANAGER. If the method will result in a cost saving, an appropriate deductive change will be required.

**10.1.3 No Right To Change** - Nothing herein shall be construed as granting a right to CONTRACTOR to demand acceptance of such changes.

**10.1.4 Request for Change Made in Good Faith** - The request For change shall be made in good faith, and the amount requested accurately reflects the adjustments in Contract Price or Contract Time for which CONTRACTOR believes OWNER is liable, and covers all direct, supplemental, indirect, consequential, serial and cumulative costs and delays to which CONTRACTOR is entitled as a result of the change.

## **10.2 OWNER'S RIGHT TO MODIFY WORK**

**10.2.1 Requirement To Implement Directed Change** - Without invalidating the Agreement and without notice to any surety, OWNER may at any time or from time to time, order additions, deletions or revisions in the WORK; these will be authorized by a written Change Order prepared by CONSTRUCTION MANAGER and issued by OWNER. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

**10.2.2 Request For Proposal** - When OWNER desires a change in the WORK, CONSTRUCTION MANAGER will issue a Request for Proposal to CONTRACTOR. CONTRACTOR will be required to respond within the time indicated by CONSTRUCTION MANAGER or fifteen (15) Days, whichever is less. If CONTRACTOR fails to meet the submittal time required by this provision, CONTRACTOR will be solely liable for any delays or impacts caused by the delayed submittal of the proposal.

**10.3 REQUIREMENT TO PROCEED WITH WORK** - If OWNER and CONTRACTOR agree on the value of any work, and the amount of Contract Time that should be allowed as a result of CONTRACTOR's response to a Request for Proposal, CONTRACTOR shall proceed as directed by OWNER so as to minimize the impact on and delays to the work pending the issuance of a Change Order. If however, OWNER and CONTRACTOR are unable to agree as to the extent of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of CONTRACTOR's response to a Request for Proposal, OWNER can direct CONTRACTOR to proceed on the basis of a price for the WORK as estimated by CONSTRUCTION MANAGER or time and materials so as to minimize the impact on and delays to the work, in accordance with Article 11.

**10.4 WORK NOT IN CONTRACT** - CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order

or Field Order, except in the case of an emergency and except in the case of uncovering work as provided in Article 13.

**10.5 CHANGE ORDER PROCESS** - OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

**10.5.1 OWNER Ordered Changes** - Changes in the WORK which are ordered by OWNER pursuant to Article 10;

**10.5.2 Changes Due To Defective Work** - changes required because of acceptance of Defective Work under Article 13;

**10.5.3 Mutually Agreed Price/Time Changes** - changes in the Contract Price or Contract Time which are agreed to by the parties.

**10.6 NOTICE TO SURETY** - If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

**10.7 ALLOWABLE QUANTITY VARIATIONS** - In the event of an increase or decrease in bid item quantity of a unit priced item in the Contract Documents, the total amount of WORK actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the unit price may be made for changes which result in an increase or decrease in excess of the allowable percentage variations as set forth by the Contract Documents.

## **ARTICLE 11 -- CHANGE OF CONTRACT PRICE (Change Orders, Field Orders and Work Orders)**

**11.1 CONTRACT PRICE CHANGE** - The Contract Price may only be changed by a written Change Order.

### **11.2 METHODS FOR DETERMINING ADJUSTMENTS IN CONTRACT PRICE**

**11.2.1 Methods** - The methods to be used to determine an adjustment in Contract Price necessitated by changes ordered or negotiated pursuant to these General Conditions or work covered by a Request for Proposal are limited to the following:

**11.2.1.1** Where the work involved is covered by lump sum prices in the Contract Documents: on the basis of a lump sum negotiation;

**11.2.1.2** Where the work involved is covered or is of the same character as Unit Price Work: by application of those unit prices to the quantities of the items involved (subject to the provisions covering Unit Price Work);

**11.2.1.3** Where the work involved is not covered by either of the preceding methods: by mutual acceptance of a lump sum price negotiated on the basis of CONTRACTOR's itemized estimate of the anticipated Cost of the WORK involved, determined as specified in this Article, and a contractor's fee as provided in this Article.

**11.2.1.4** Where the work involved is not covered by either of the first two (2) methods, and CONSTRUCTION MANAGER and CONTRACTOR cannot achieve agreement on the anticipated cost of the work involved and OWNER directs CONTRACTOR to proceed with the work with payments to be made on the basis of CONSTRUCTION MANAGER's determination of the cost of the work involved: on a CONTRACTOR's profit of eighty (80) percent of the amount allowed by this Article.

**11.2.1.5** Where the work involved is not covered by either of the first two (2) methods, and OWNER directs CONTRACTOR to proceed with the work involved with payments to be made on the basis of actual costs: on the basis of the actual cost of the work involved, determined as specified in this Article, and a CONTRACTOR's profit determined as fifty (50) percent of the amount allowed under this Article.

**11.2.1.6** Where the work involved is not covered by any of the preceding methods, and when payment is to be determined by a court of competent jurisdiction, it is agreed that the actual cost method used for actual cost basis work shall be an appropriate method for determining the cost of the work involved.

**11.2.2 CONTRACTOR'S Overhead and Profit Limitation** - For all negotiated Change Orders the allowance for overhead and profit shall include full compensation for superintendence, insurance premiums, taxes, field office expense, extended overhead, home office overhead and all other items of expense or cost not included in the cost of labor, materials or equipment provided for in this Article. The allowance for overhead and profit will not exceed the following schedule:

|                    | <u>Overhead</u>         | <u>Profit</u>           |
|--------------------|-------------------------|-------------------------|
| <b>Labor =</b>     | <b>Ten (10) percent</b> | <b>Ten (10) percent</b> |
| <b>Materials =</b> | <b>Ten (10) percent</b> | <b>Five (5) percent</b> |
| <b>Equipment =</b> | <b>Ten (10) percent</b> | <b>Five (5) percent</b> |

To the sum of the costs and markups provided for in this Article, one (1) percent shall be added as compensation for bonding.

**11.2.3 Subcontractor Mark Up** - It is understood that labor, materials and equipment may be furnished by CONTRACTOR or by the Subcontractor on behalf of CONTRACTOR. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein shall be applied to the labor, materials and equipment costs of the Subcontractor, to which CONTRACTOR may add five (5) percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the five (5) percent increase above the performing Subcontractor's total cost which includes the allowances for overhead and profit may be applied one (1) time only.

#### **11.2.4 Equipment Rental Rates**

**11.2.4.1** All equipment rental rates shall be in accordance with the rental rate source identified in the Supplementary General Conditions based on a monthly rate for the equipment, and based on an equipment utilization of one hundred seventy-three (173) hours per month. CONTRACTOR will be permitted to charge only for the hours the equipment is actually used in the changed work.

**11.2.4.2 Equipment Required Specifically for the Additional Work** - Whenever possible, changed work will be accomplished using equipment available on-site or owned by CONTRACTOR. If no on-site equipment can be used, and a specific piece of equipment must be rented to be used exclusively for the changed work, the rental rate will be the invoiced rate.

#### **11.3 COST OF WORK (BASED ON TIME AND MATERIALS)**

**11.3.1 General** - The term “cost of work” means the sum of all costs necessarily incurred and paid by CONTRACTOR for labor, materials and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the excluded costs itemized in this Article.

**11.3.2 Labor** - The costs of labor will be the actual cost substantiated by certified payroll for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, Workers’ Compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including the superintendent, Project manager and other labor identified in 11.3.7.1 shall be considered part of the overhead markup identified in this Article.

**11.3.3 Materials** - The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of sales tax, freight, delivery and storage.

**11.3.3.1** Trade discounts available to the purchaser shall be credited to OWNER notwithstanding the fact that such discounts may not have been taken by CONTRACTOR.

**11.3.3.2** For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by CONSTRUCTION MANAGER.

**11.3.3.3** Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items

or the current wholesale price for such materials delivered to the work site, whichever price is lower.

**11.3.3.4** If in the opinion of CONSTRUCTION MANAGER the cost of material is excessive, or CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the work site less trade discount.

**11.3.3.5** OWNER reserves the right to furnish materials for the extra work and no claim shall be allowed by CONTRACTOR for costs and profit on such materials.

**11.3.4 Equipment** - CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under CONTRACTOR's control through direct ownership, leasing, renting or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to OWNER for the total period of use. If it is deemed necessary by CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by CONSTRUCTION MANAGER. CONTRACTOR may furnish cost data which might assist CONSTRUCTION MANAGER in the establishment of the rental rate.

**11.3.4.1** All equipment shall, in the opinion of CONSTRUCTION MANAGER, be in good working condition and suitable for the purpose for which the equipment is to be used.

**11.3.4.2** Before construction equipment is used on the extra work, CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to CONSTRUCTION MANAGER, in duplicate, a description of the equipment and its identifying number and the scheduled work activities planned.

**11.3.4.3** Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

### **11.3.5 Rental Equipment**

**11.3.5.1** The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work.

**11.3.5.2** Rental time will not be allowed while equipment is inoperative due to breakdowns.

**11.3.5.3 Computation Method** - The following shall be used in computing the rental time of equipment on the work site.

**11.3.5.3.1** When hourly rates are listed, any part of an hour less than thirty (30) minutes of operation shall be considered to be one-half (.5) hour of operation, and any part of an hour in excess of thirty (30) minutes will be considered one (1) hour of operation.

**11.3.5.3.2** When daily rates are listed, any part of a Day less than four (4) hours operation shall be considered to be one-half (.5) Day of operation.

**11.3.6 CONTRACTOR-Owned Equipment** - For CONTRACTOR-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of one hundred seventy-three (173) hours per month which is found in the Equipment Rental Rate Tables authorized by the Supplementary General Conditions for rental equipment.

**11.3.7 Special Services** Special work or services are defined as that work characterized by extraordinary complexity, sophistication or innovation or a combination of the foregoing attributes which are unique to the construction industry.

**11.3.7.1** When CONSTRUCTION MANAGER and CONTRACTOR determine that a special service is required which cannot be performed by the forces of CONTRACTOR or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material and equipment rental costs, after validation of market values by CONSTRUCTION MANAGER.

**11.3.7.2** All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in this Article, herein, an allowance of fifteen (15) percent will be added to invoices for special services.

**11.3.8 Excluded Costs** - The term “cost of the work” shall not include any of the following costs:

**11.3.8.1 Overhead Cost** - Payroll costs and other compensation of CONTRACTOR’s officers, executives, principals (of partnership and sole proprietorships) general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR’s principal office, a branch office or material yard and shop for general administration of the Work or not specifically covered by this Article all of which are to be considered administrative costs covered by CONTRACTOR’s allowance for overhead and profit.

**11.3.8.2 Office Expense** - Expenses of CONTRACTOR’s principal and branch offices.

**11.3.8.3 Capital Expenses** - Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

**11.3.8.4 Premiums** - Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same.

**11.3.8.5 Negligence** - Costs due to the negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

**11.3.8.6 Other** - Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in this Article.

**11.3.8.7 Small Tools** - Cost of small tools valued at less than five hundred dollars (\$500) and that remain the property of CONTRACTOR.

**11.3.8.8 Administrative Costs** - Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates or the preparation or filing of claims.

**11.3.8.9 Anticipated Lost Profits** - Expenses of CONTRACTOR associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings or unpaid retainage.

**11.3.8.10 Home Office Overhead** - Costs derived from the computation of a home office overhead rate by application of the Eichleay, Allegheny, Burden Fluctuation or other similar methods.

**11.3.8.11 Special Consultants and Attorneys** - Costs of special consultants or attorneys, whether or not in the direct employ of CONTRACTOR, employed for services specifically related to the resolution of a claim, dispute or other matter relating to the acceptability of the Work.

**11.3.9 CONTRACTOR's Extra Work Report** - In order to be paid for extra work based on time and materials, CONTRACTOR must submit a daily Extra Work Report on a form provided by CONSTRUCTION MANAGER. The form must be completely filled out based on the provisions of this Article and signed by CONTRACTOR and CONSTRUCTION MANAGER at the end of each work Day. Failure to complete the form and obtain appropriate signatures by the next working Day after the work was completed will result in CONTRACTOR's costs for extra work being disallowed until such form is completed and agreed to by CONSTRUCTION MANAGER. Delay in submitting the form beyond seven (7) Days will result in CONSTRUCTION MANAGER's records becoming the official record for payment purposes.

## **11.4 COSTS RELATING TO WEATHER DAMAGE**



CONTRACTOR shall have no cost claims against OWNER for damages for any injury to work, materials or equipment, resulting from the action of the elements or weather. Weather-related adjustment to Contract Time will be made in accordance with Article 12.

## **11.5 WRITTEN JUSTIFICATION SUBSTANTIATING ADJUSTMENT**

**11.5.1 CONTRACTOR Initiated Change** - Any request by CONTRACTOR for a change in the Contract Price shall be based on written notice delivered by CONTRACTOR to CONSTRUCTION MANAGER promptly (but in no event later than seven (7) Days) after the start of the occurrence or the event giving rise to the request for adjustment and stating the general nature of the request.

**11.5.2 Cost and Time Notice Requirements** - Notice of the amount of the request for adjustment in cost and/or time with supporting data shall be delivered within fourteen (14) Days after such start of occurrence, unless CONSTRUCTION MANAGER allows an additional period of time to ascertain more accurate data in support of the request.

**11.5.3 Proposal Form** - CONTRACTOR's proposal shall be on forms acceptable to CONSTRUCTION MANAGER. CONTRACTOR proposal request shall certify in writing that the amounts included cover all direct, supplemental, indirect, consequential and cumulative costs and delays, as applicable, and that those costs and delays would be or were necessarily incurred, despite CONTRACTOR's reasonable and diligent efforts to mitigate them. Mitigation efforts undertaken by CONTRACTOR should be described.

**11.5.4 Proposal Content** - Where the change in Contract Price is to be determined on the basis of the cost of the work involved, CONTRACTOR's itemized estimates shall detail all applicable elements of cost, including, but not limited to, labor hours and payroll costs, quantities, crew mixes, production rates, material costs, Subcontractor and Supplier costs, equipment costs and supplemental costs. Where the change in Contract Price arises from changes in the schedule of all or part of the WORK, or where a change in Contract Time is sought, the submittal shall include analysis required by Article 12. With respect to work during other than normal hours, the labor charges associated with such work shall consist of straight time wages and burden plus the appropriate overtime or shift premium with no additional burden (i.e., fringe benefits) on the premium portion.

**11.5.5 Additions and Deletions** - The submittal shall cover all aspects of the work involved, whether relating to deleted, added, revised or impacted items of Work. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported.

**11.5.6 Requirements for Valid Proposal** - No submittal for an adjustment in Contract Price or Contract Time shall be valid unless submitted in accordance with this Article.

**11.5.7 Obligation of Surety** - All work performed hereunder shall be subject to all of the provisions of the Contract Documents and CONTRACTOR's sureties shall be bound with reference thereto as under the Agreement. Copies of all amendments to surety Bonds or supplemental surety Bonds shall be submitted to OWNER when requested.

**11.5.8 Documentation** - CONTRACTOR is required to comply with CONSTRUCTION MANAGER's documentation requirements regarding format and level of detail for the Change Order process.

**11.6 OWNER RIGHT TO DIRECT USE OF COMPETITIVE BID** - OWNER reserves the right to direct CONTRACTOR to solicit competitive bids for additional work. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSTRUCTION MANAGER, which bids will be accepted.

## **ARTICLE 12 -- CHANGE OF CONTRACT TIME**

### **12.1 GENERAL**

**12.1.1 CONTRACTOR Request For Time Extension** - The Contract Time may only be changed by a Change Order or Field Order. Any request by CONTRACTOR for an extension of the Contract Time (or Milestones) shall be based on written notice delivered by CONTRACTOR to CONSTRUCTION MANAGER promptly (but in no event later than seven (7) Days) after the occurrence of the event giving rise to the request and stating the general nature of the request, unless otherwise noted. Notice of the extent of the request with supporting data shall be delivered within fourteen (14) Days after such occurrence (unless CONSTRUCTION MANAGER allows an additional period of time to ascertain more accurate data in support of the request) and shall be accompanied by CONTRACTOR'S written statement that the adjustment requested is the entire time adjustment to which CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. An increase in Contract Time does not mean that CONTRACTOR is due an increase in Contract Price.

**12.1.2 CONTRACTOR Required Analysis** - An extension in Contract Time will not be granted unless CONTRACTOR can demonstrate through an analysis of the Critical Path Method Progress Schedule critical path that the increases in the time to perform or complete the WORK, or specified part of the WORK, beyond the corresponding Contract Time arise from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and his Subcontractors, Suppliers or other persons or organizations, and that such causes in fact lead to performance or completion of the WORK, or specified part in question, beyond the corresponding Contract Time, despite CONTRACTOR's reasonable and diligent actions to guard against those effects.

**12.1.3 OWNER's Right To Grant Time Extension** - OWNER may elect, at its sole discretion, to grant an extension in Contract Time, without CONTRACTOR's request, because of delays or other factors.

**12.2 TIME IS OF THE ESSENCE** - With regard to all Milestones and all time limits stated in the Contract Documents, time is of the essence.

### **12.3 CRITERIA FOR DETERMINING ADJUSTMENTS IN CONTRACT TIME**

**12.3.1 Use Of Float and Critical Path** - Use of float is in accordance with the SPECIAL PROVISIONS.

**12.3.2 Types Of Delays Beyond CONTRACTOR's and OWNER'S Control** - Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners, fires, floods, epidemics, abnormal weather conditions, labor slowdowns and strikes or acts of God. CONTRACTOR must provide CONSTRUCTION MANAGER written notice of the potential delay within twenty-four (24) hours of the occurrence.

**12.3.3 Subcontractor Delays Within CONTRACTOR Control** - Delays attributable to and within the control of Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR. No time extension will be allowed for such delays.

## **12.4 TIME ONLY ENTITLEMENT**

**12.4.1** - Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Time (or Milestones) due to delay to a critical path activity beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Time (or Milestones) in an amount equal to the time lost on the critical path of the Project due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

**12.4.2** - In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7. CONTRACTOR must provide CONSTRUCTION MANAGER written notice of the potential delay within twenty-four (24) hours of the occurrence.

**12.5 EXTENSIONS OF TIME FOR DELAY DUE TO WEATHER** - An inclement weather delay is defined as a delay caused by inclement weather which prevents CONTRACTOR from working on the controlling item in CONTRACTOR's construction schedule. Should CONTRACTOR experience inclement weather delays over the course of contract duration in excess of the number of Days outlined in the Supplementary General Conditions, CONTRACTOR shall be granted a time extension in accordance with the provisions outlined in this Article. The time extension shall be based on the number of inclement weather Days in excess of the number of Days outlined in the Supplementary General Conditions.

**12.5.1 Extension of Time For Delays due to Weather Damage** - If, however, in the opinion of CONSTRUCTION MANAGER, CONTRACTOR has made all reasonable efforts to protect the materials, equipment and work, CONTRACTOR may be granted a reasonable extension of Contract Time to make proper repairs, renewals and replacements of the work, materials or equipment in accordance with Article 12.

## **ARTICLE 13 -- TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK; WARRANTY AND GUARANTEE**

### **13.1 TESTS AND INSPECTIONS**

**13.1.1 ACCESS TO WORK FOR TESTING AND INSPECTION** - OWNER, CONSTRUCTION MANAGER, their consultants, Sub-Consultants other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Safety procedures and programs so that they may comply.

**13.1.2 Cost of Inspection/Notice** - CONSTRUCTION MANAGER will make, or have made, such inspections and tests as CONSTRUCTION MANAGER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified, the cost of such inspection and testing will be borne by OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, CONTRACTOR shall bear the cost of corrective measures deemed necessary by CONSTRUCTION MANAGER, as well as the cost of subsequent re-inspection and re-testing.

Neither observations by CONSTRUCTION MANAGER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

CONTRACTOR shall give CONSTRUCTION MANAGER timely notice as specified in the technical specification or five (5) Days if not identified of readiness of the WORK for all required on and off site inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

CONSTRUCTION MANAGER shall provide for the services of an independent testing laboratory to perform inspections, tests or approvals required by the Contract Documents except as otherwise specifically provided.

CONTRACTOR shall be responsible for arranging any inspection required by a public entity. CONTRACTOR shall provide adequate notice to the public entity and to CONSTRUCTION MANAGER for any required inspection.

**13.1.3 Right to Stop Work** - CONSTRUCTION MANAGER has the right to stop or suspend work activities which will cover CONTRACTOR work product which is to be inspected or tested, or which will interfere with the inspection or testing activities, for a reasonable time and CONTRACTOR will have no right to additional cost or time he may incur as a result of the work stoppage.

### **13.2 CONTRACTOR INSPECTION AND TESTING RESPONSIBILITY**

**13.2.1** - CONTRACTOR shall be responsible for performance of tests and inspections in accordance with the SPECIAL PROVISIONS.

**13.2.2** If laws or regulations of any public body having jurisdiction other than OWNER require any work to specifically be inspected, tested or approved, CONTRACTOR shall pay all costs.

**13.2.3** CONTRACTOR shall be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or CONSTRUCTION MANAGER's acceptance of a Supplier of materials or equipment proposed as a substitution or "or-equal" to be incorporated in the WORK, or of materials or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the WORK.

**13.2.4** CONTRACTOR shall pay all related costs, schedule related activities at appropriate times and secure and furnish for CONSTRUCTION MANAGER the required certificates of inspection, testing or approval. Any associated cost and time required by CONTRACTOR for inspections required under Article 13.2 shall be considered as having been included in the Contract Price and in CONTRACTOR's schedule for the performance of the WORK within the Contract Time.

**13.2.5** All inspections, tests or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to CONSTRUCTION MANAGER.

**13.2.6** CONTRACTOR shall anticipate at a minimum the following testing and inspection requirements over and above those required by the Contract Documents:

Civil Engineering Inspections/Reviews

1. Site grading
2. All form work
3. Concrete placement
4. Final site and grade
5. Storm drainage connections
6. Water facilities
7. IID inspections and equipment approvals
8. Soil amendments
9. Plant materials
10. Mulch materials
11. Irrigation lines and locations
12. Playground equipment installation/certification

**13.3 COVERING WORK TO BE INSPECTED**

**13.3.1 Covered Work Prior To Inspection Or Testing** - If any WORK (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSTRUCTION MANAGER, it must, when requested by CONSTRUCTION MANAGER, be uncovered for inspection. CONTRACTOR shall bear all direct, indirect, and consequential costs

and damages of such uncovering, unless CONTRACTOR has given CONSTRUCTION MANAGER and/or agencies timely notice of CONTRACTOR's intention to cover the same, and CONSTRUCTION MANAGER has not acted with reasonable promptness in response to such notice.

**13.3.2 Covered Work Contrary To Written Request** - If any WORK is covered contrary to the written request of CONSTRUCTION MANAGER, it must, when requested by the CONSTRUCTION MANAGER, be uncovered for CONSTRUCTION MANAGER's observation and recovered. CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such uncovering.

### **13.3.3 CONSTRUCTION MANAGER Right to Direct That Work Be Uncovered For Inspection Or Testing**

**13.3.3.1** If CONSTRUCTION MANAGER considers it necessary or advisable that covered work be observed by CONSTRUCTION MANAGER or inspected or tested by others, CONTRACTOR, at CONSTRUCTION MANAGER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as CONSTRUCTION MANAGER may require, that portion of the WORK in question, furnishing all necessary labor, material and equipment.

**13.3.3.2** If it is found that such WORK is defective, CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, architects, attorneys and other professionals. However, if such work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction based on the time and materials provisions as outlined in Article 11.

**13.4 OWNER MAY STOP THE WORK** - If the WORK is determined to be defective by CONSTRUCTION MANAGER, and CONTRACTOR fails to immediately correct the defect or CONTRACTOR fails to perform WORK in such a way that the completed WORK will conform to the Contract Documents, CONSTRUCTION MANAGER may order CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of CONSTRUCTION MANAGER to stop the WORK shall not give rise to any duty on the part of OWNER or CONSTRUCTION MANAGER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect and consequential costs and damages that result from this stop work notice.

### **13.5 CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**13.5.1 CONTRACTOR's Responsibility** - If required by CONSTRUCTION MANAGER, CONTRACTOR shall promptly, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the WORK has been rejected by CONSTRUCTION MANAGER, remove it from the site and replace it with non-Defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal.

**13.5.2 OWNER Acceptance of Defective Work** - If, instead of requiring correction or removal and replacement of Defective Work, OWNER prefers to accept the WORK, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such Defective Work. If any such acceptance occurs prior to Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and OWNER shall be entitled to an appropriate decrease in the Contract Price, determined by CONSTRUCTION MANAGER and charged to CONTRACTOR through a deductive Change Order.

### **13.5.3 OWNER May Correct Defective Work**

**13.5.3.1** If CONTRACTOR after receiving written notice, from CONSTRUCTION MANAGER or from OWNER, or both, fails within a reasonable time as specified in the notice, to correct Defective Work or to remove and replace rejected WORK, OWNER may correct and remedy any such deficiency. If CONTRACTOR after receiving written notice from CONSTRUCTION MANAGER or OWNER, or both, fails within reasonable time as specified in the notice, to perform the WORK in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, OWNER may correct and remedy any such deficiency.

**13.5.3.2** In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously.

**13.5.3.3** In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the WORK, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere.

**13.5.3.4** CONTRACTOR shall allow OWNER, Engineers, Agents and employees, OWNER's other contractors, CONSTRUCTION MANAGER and DESIGN CONSULTANT access to the site to enable OWNER to exercise the rights and remedies under this paragraph.

**13.5.3.5** All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may unilaterally issue the Change Order through CONSTRUCTION MANAGER.

**13.5.3.6** Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's Defective Work.

**13.5.3.7** CONTRACTOR shall not be allowed an extension of the Contract Time (or Milestones) because of any delay in the performance of the WORK attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

## **13.6 WARRANTY AND GUARANTEE**

**13.6.1 General** - CONTRACTOR warrants and guarantees to OWNER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to OWNER or CONSTRUCTION MANAGER shall be given to CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13. Defective Work may be rejected even if approved by prior inspection.

**13.6.2 One (1) Year Warranty Period** - The warranty period shall commence when the Notice of Completion is issued, at notice of Beneficial Occupancy or at notice of Partial Utilization of the work to be warranted has been issued, or a later date if so specified in the Agreement, or mutually agreed to, and extend until one (1) year after that date or whatever longer period may be prescribed by laws or regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

**13.6.3 Correction of Defective Work** - If within the designated warranty period, or such longer period as may be required by Laws or Regulations, the WORK, or any part of the WORK, is discovered to be defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with OWNER's or CONSTRUCTION MANAGER's written instructions, either correct that Defective Work, or if it has been rejected by OWNER or CONSTRUCTION MANAGER, remove it from the site and replace it with non-Defective Work. If circumstances warrant it, including but not limited to, in an emergency, OWNER or CONSTRUCTION MANAGER may have the Defective Work corrected or the rejected WORK removed and replaced. In that event, CONTRACTOR shall not be allowed to recover any associated costs, and he shall reimburse OWNER for all direct, indirect and consequential costs of OWNER, and OWNER shall be entitled to an appropriate decrease in Contract Price, to withhold a set-off against amount recommended for payment, or make a claim on CONTRACTOR's bond if CONTRACTOR has been paid in full. Where Defective Work (and damage to other WORK resulting therefrom) has been corrected, removed or replaced during the warranty period, the one (1) year warranty period with respect to such WORK will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

**13.6.4 Early Completion** - The one (1) year warranty period will not begin until the Notice of Completion is filed. If CONTRACTOR completes the WORK or portions thereof prior to this time, he shall preserve the equipment and/or facilities by developing and implementing a preventive maintenance program in compliance with manufacturer's recommendations to maintain the equipment and/or facilities unless OWNER has issued a notice of Beneficial Occupancy or notice of Partial Utilization for the warranted WORK. At start up, CONTRACTOR will be required to get his equipment and/or facilities ready to put into service.

**13.7 EXTENDED WARRANTIES AND GUARANTEES** - OWNER may at its sole discretion extend the one (1) year warranty period up to twenty-four (24) months, in which case



CONTRACTOR shall maintain the warranties and guarantees. If such extension of the one (1) year warranty period causes an increase in the cost of the warranties and guarantees provided by CONTRACTOR, an adjustment in Contract Price shall be made as provided by the Contract Documents.

**13.7.1 Extended Warranties and Guarantees** - OWNER may extend the one (1) year Warranty period for up to twenty-four (24) additional months.

## **ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION**

### **14.1 BASIS FOR PAYMENT**

#### **14.1.1 Lump Sum Items**

**14.1.1.1 General** - Items for which quantities are indicated as Lump Sum shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of WORK and all work appurtenant thereto.

**14.1.1.2 Critical Path Method ("CPM") Schedule Used For Payment** - Payment for all lump sum costs and services shall be based on the value of WORK accomplished. The allocation of cost to CPM schedule activities will be utilized for payment computation.

**14.1.1.3 Critical Path Method Schedule Required** - CONTRACTOR shall submit to CONSTRUCTION MANAGER a detailed cost loaded and manpower loaded CPM schedule, to be used as a basis for determining progress payments in accordance with the General Requirements.

#### **14.1.2 Unit Priced Items**

**14.1.2.1 General** - Unit price items will be paid for based on equivalent quantities installed or performed. Unless otherwise specified, quantities of WORK shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing and timber shall be considered as being the true length measured along the longitudinal axis. Unless otherwise provided in the Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. CONTRACTOR and CONSTRUCTION MANAGER will agree on the unit quantity to be used for payment prior to its installation or removal when possible, or immediately after installation.

**14.1.2.2 Methods of Measurement** - Materials and items of WORK which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular sections involved.

**14.1.2.3 Certified Weight** - When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by CONSTRUCTION MANAGER, on a completely automated weighing and recording system. CONTRACTOR shall furnish

CONSTRUCTION MANAGER with duplicate licensed weighmaster's certificates showing the actual net weights.

**14.1.2.4 Units of Measurement** - Measurements shall be in accordance with U.S. standard measures. A pound is an avoirdupois pound. A ton is two thousand (2,000) pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

## **14.2 PAYMENT**

**14.2.1 Wasted Or Rejected Material** - Payment will not be made for materials wasted or disposed of in a manner not called for in the Contract Documents. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside of the plan lines. No compensation will be allowed for disposing of rejected or excess materials.

**14.2.2 CONTRACTOR Retains Ownership** - Payment shall not relieve CONTRACTOR from its obligations under the Agreement, nor shall such payment be construed to be acceptance of any of the WORK. Payment shall not be construed as the transfer of ownership of any equipment or materials to OWNER. Responsibility of ownership shall remain with CONTRACTOR who shall be obligated to store, protect, repair, replace, rebuild or otherwise restore any fully or partially completed WORK or structure for which payment has been made, or replace any materials or equipment required to be provided under the Agreement which may be damaged, lost, stolen or otherwise degraded in any way prior to final acceptance of the WORK.

**14.2.3 Payment Does Not Affect Warranty** - Guarantee and warranty periods shall not be affected by any payment but shall commence as specified in Article 13.6.2.

**14.2.4 Stop Notice** - If, within the time fixed by law, a properly executed notice to stop payment is filed with OWNER, due to CONTRACTOR's failure to pay for labor or materials used in the WORK, all money due for such labor or materials will be withheld from payment to CONTRACTOR in accordance with applicable laws.

## **14.3 APPLICATION FOR PROGRESS PAYMENT**

**14.3.1 Payment Due Date** - CONTRACTOR shall, on the payment application date designated by CONSTRUCTION MANAGER, submit to CONSTRUCTION MANAGER for review, an Application for Payment filled out and signed by CONTRACTOR covering the WORK completed as of the date of the application and accompanied by such supporting documentation as is required by the General Requirements.

**14.3.2 Payment Application Content** - The Application for Payment shall identify, as a subtotal, the amount of CONTRACTOR's total earnings to date, plus the value of materials stored at the site which have not yet been incorporated in the WORK, and less a deductive adjustment for materials previously paid. Payment for such material shall not be construed as acceptance of the material.

**14.3.3 Net Payment** - The net payment due CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted retainage and the total amount of all previous payments made to CONTRACTOR.

**14.3.4 Retention** - A retention of five (5) percent of each approved progress payment will be withheld until the work is fifty (50) percent complete; then OWNER may, at its option, refund that portion of retainage held by OWNER that is in excess of five (5) percent of the total of the WORK done to date and thereafter continue to retain five (5) percent of the value of all approved progress payment requests subsequently submitted. When the Notice of Completion is issued, OWNER at its option, may refund any portion of the remaining retention.

**14.3.5 Retainage From Payments** - CONTRACTOR may elect to receive one hundred (100) percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by OWNER, by depositing securities of equivalent value with OWNER in accordance with the provisions of section 22300 of the Public Contract Code. Such securities, if deposited by CONTRACTOR, shall be valued by OWNER, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by CONTRACTOR and OWNER.

**14.3.6 Reinstating Retention** - OWNER may reinstate up to five (5) percent retention of the total of the WORK done if OWNER determines, at its discretion, that CONTRACTOR is not performing the WORK satisfactorily or there is other specific cause for such withholding.

**14.3.7 Products Stored On and Off Site** - Storage and payment for material supplies and/or equipment which will be incorporated into the WORK shall be in accordance with the provisions of the General Requirements.

**14.4 CONTRACTOR'S WARRANTY OF TITLE** - CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to OWNER at the time of Final Payment free and clear of all liens.

**14.5 APPLICATIONS FOR PROGRESS PAYMENT** - Thirty (30) Days after presentation of undisputed and properly submitted Application for Payment, the amount will become due and when due will be paid by OWNER to CONTRACTOR.

Any payment request that is disputed or determined to be improper shall be returned to CONTRACTOR not later than seven (7) Days after receipt accompanied by documentation describing the reason(s) why the payment request is not proper.

Any progress payment not made within thirty (30) Days of an undisputed and properly submitted payment request will require OWNER to pay interest as provided by Public Contract Code section 20104.50.

**14.6 REJECT PAYMENT FOR DEFECTIVE WORK** - CONSTRUCTION MANAGER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSTRUCTION MANAGER's opinion to protect OWNER from loss because:

**14.6.1** The WORK is defective, or completed WORK has been damaged requiring correction or replacement,

**14.6.2** The Contract Price has been reduced by written amendment or Change Order,

**14.6.3** OWNER has been required to correct Defective Work or complete WORK in accordance with Article 13.

**14.6.4** CONSTRUCTION MANAGER has actual knowledge of the occurrence of any of the events enumerated in Article 15.

**14.7 REJECTION OF PAYMENT BY OWNER** - OWNER may refuse to make payment of the full amount recommended by CONSTRUCTION MANAGER because claims have been made against OWNER on account of CONTRACTOR's performance of the WORK or liens have been filed in connection with the WORK or there are other items entitling OWNER to a credit against the amount recommended, but OWNER must give CONTRACTOR written notice within seven (7) Days (with a copy to CONSTRUCTION MANAGER) stating the reasons for such action.

## **14.8 SUBSTANTIAL COMPLETION**

**14.8.1** When CONTRACTOR considers the WORK ready for its intended use CONTRACTOR shall notify CONSTRUCTION MANAGER in writing that the WORK is substantially complete. CONTRACTOR shall attach to this notice a list of all work items that remain to be completed.

**14.8.2** Within a reasonable time thereafter, OWNER, CONTRACTOR and CONSTRUCTION MANAGER shall make an inspection of the WORK to determine the status of completion.

**14.8.3** If CONSTRUCTION MANAGER does not consider the WORK substantially complete, or the list of remaining work items to be comprehensive, CONSTRUCTION MANAGER will notify CONTRACTOR in writing giving the reasons therefore.

**14.8.4** If CONSTRUCTION MANAGER considers the WORK substantially complete, CONSTRUCTION MANAGER will prepare and deliver to OWNER a notice of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before Final Payment. At the time of delivery of the notice of Substantial Completion, CONSTRUCTION MANAGER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending Final Payment between OWNER and CONTRACTOR with respect to security, operation, Safety, maintenance, heat, utilities, insurance and warranties and guarantees.

**14.8.5** OWNER shall have the right to exclude CONTRACTOR from the WORK after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list of remaining WORK items, or for warranty work.

## **14.9 PARTIAL UTILIZATION AND BENEFICIAL OCCUPANCY**

**14.9.1 Partial Utilization** - OWNER shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK which is substantially complete prior to completion of all of the WORK. Whenever OWNER plans to exercise said right, CONTRACTOR will be notified in writing with a notice of Partial Utilization signed by OWNER identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service. Liquidated damages will not be affected.

**14.9.2 Beneficial Occupancy** - OWNER shall have the right to take control of the entire WORK if it is substantially completed. Whenever OWNER plans to exercise said right CONTRACTOR will be notified in writing with a notice of Beneficial Occupancy. Such use by OWNER will terminate liquidated damages.

**14.9.3 Responsibility For Care and Maintenance** - It shall be understood by CONTRACTOR that until Beneficial Occupancy or Partial Utilization notices are issued or start up begins, all responsibility for care and maintenance of all of the WORK shall be the responsibility of CONTRACTOR. Upon issuance of said written notice of Beneficial Occupancy or notice of Partial Utilization, OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

**14.9.4 CONTRACTOR Responsible For Completion** - CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by OWNER.

**14.10 FINAL INSPECTION** - Upon written notice from CONTRACTOR that the entire WORK or an agreed portion thereof is complete, CONSTRUCTION MANAGER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such WORK or remedy such deficiencies.

**14.11 FINAL APPLICATION FOR PAYMENT** - After CONTRACTOR has completed all of the remaining work items referred to in Article 14, removed all temporary structures and utilities, cleared the site, delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents, and after CONSTRUCTION MANAGER has indicated that the WORK is acceptable, CONTRACTOR may make application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers satisfactory to OWNER of all liens arising out of or filed in connection with the WORK. If CONTRACTOR has specific claims outstanding he shall restate these claims by

stating the nature of the claim, the basis for entitlement and the estimated value of the claim. CONTRACTOR shall specifically release OWNER from any other claims not renewed.

#### **14.12 FINAL PAYMENT AND ACCEPTANCE**

**14.12.1** If, on the basis of CONSTRUCTION MANAGER's observation of the WORK during construction and final inspection, and CONSTRUCTION MANAGER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, CONSTRUCTION MANAGER is satisfied that the WORK has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CONSTRUCTION MANAGER will, within fourteen (14) Days after receipt of the final Application for Payment, indicate in writing CONSTRUCTION MANAGER's recommendation of payment and present the Application for Payment to OWNER for payment. CONSTRUCTION MANAGER will also prepare a Notice of Completion.

**14.12.2** After acceptance of the WORK by OWNER, OWNER will make Final Payment to CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents. OWNER will sign the Notice of Completion and file the Notice of Completion with the County Recorder.

#### **14.13 LIQUIDATED DAMAGES**

**14.13.1** - Failure of CONTRACTOR to complete the WORK within the time allowed will result in damages being sustained by OWNER. For each consecutive calendar Day in excess of the time specified for completion of the WORK, CONTRACTOR shall pay to OWNER, or have withheld from monies due it, the sum provided for in the Contract Documents.

**14.13.2** Execution of the Agreement shall constitute agreement by OWNER and CONTRACTOR that specified liquidated damages is the minimum value of the costs and actual damage caused by failure of CONTRACTOR to complete the WORK within the allotted time; that such sum is liquidated damages and shall not be construed as a penalty, and that such sum will be deducted from Final Payment due CONTRACTOR if such delay in completion occurs.

**14.14 PARTIAL RELEASE OF RETENTION AT SUBSTANTIAL COMPLETION** - If, through no fault of CONTRACTOR, final completion of the WORK is significantly delayed and if CONSTRUCTION MANAGER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of CONSTRUCTION MANAGER, and without terminating the Agreement, make payment of the balance due for that portion of the WORK fully completed and accepted. If the remaining balance to be held by OWNER for WORK not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Article 5, the written consent of the surety to the payment of the balance due for that portion of the WORK fully completed and accepted shall be submitted by CONTRACTOR to CONSTRUCTION MANAGER with the Application for such payment. Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.

**14.15 WAIVER OF CLAIMS** - The making and acceptance of Final Payment will constitute:

**14.15.1 OWNER** - A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled liens, from Defective Work appearing after final inspection pursuant to Article 14, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

**14.15.2 CONTRACTOR** - A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled and specifically renewed in the Application for Payment.

**14.16 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS** - After executing the necessary documents to initiate the lien period, and not more than thirty-five (35) Days thereafter (based on a thirty (30) Day lien filing period and five (5) Day processing time), OWNER will release to CONTRACTOR the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending third-party claims and liquidated damages against CONTRACTOR.

**14.17 CONTRACTOR'S CONTINUING OBLIGATION** - CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or Final Payment by CONSTRUCTION MANAGER, nor the issuance of a Notice of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

**14.18 TERMINATION OF LIABILITY OF OWNER** - The acceptance by CONTRACTOR of final payment referred to in Article 14 herein, shall be a release of OWNER and CONSTRUCTION MANAGER from all claims of liability to CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act or neglect of OWNER or of any person relating to or affecting the WORK, except demands against OWNER for the remainder, if any, of the amounts kept or retained under the provisions of Article 14 herein; and excepting pending, unresolved claims renewed with the final Application for Payment.

## **ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION**

**15.1 SUSPENSION OF WORK BY OWNER** - OWNER, acting through CONSTRUCTION MANAGER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety (90) Days by notice in writing to CONTRACTOR. CONTRACTOR shall resume the WORK on receipt from CONSTRUCTION MANAGER of a notice of resumption of WORK. CONTRACTOR may submit a request for a change in the Contract Price or of the Contract Time, or both, directly attributable to the suspension as provided in Articles 11 and 12.

## **15.2 ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES**

**15.2.1** If a discovery is made of an archaeological or paleontological interest, CONTRACTOR shall immediately cease operations in the area of the discovery and shall not continue until ordered by CONSTRUCTION MANAGER. This suspension of work may exceed the ninety (90) Day limit without creating a CONTRACTOR right to terminate the Agreement. When resumed, operations within the area of the discovery shall be as directed by CONSTRUCTION MANAGER.

**15.2.2** Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, fossils or any item with culturally significance.

**15.2.3** CONTRACTOR shall be entitled to an extension of time and compensation in accordance with the provisions of the Contract Documents.

## **15.3 TERMINATION OF AGREEMENT BY OWNER FOR CAUSE**

**15.3.1** In the event of default by CONTRACTOR, OWNER shall give fourteen (14) Days written notice to CONTRACTOR of OWNER's intent to terminate the Agreement and provide CONTRACTOR opportunity to remedy the conditions constituting the default.

**15.3.2 CONTRACTOR Default** - It shall be considered a default by CONTRACTOR when CONTRACTOR:

**15.3.2.1** Declares bankruptcy, becomes insolvent, assigns its assets for the benefit of its creditors, or is unable to pay debts as they become due;

**15.3.2.2** Fails to provide materials or workmanship meeting the requirements of the Contract Documents, and fails to correct the Defective Work as required by Article 13;

**15.3.2.3** Disregards or violates provisions of the Contract Documents or CONSTRUCTION MANAGER's instructions;

**15.3.2.4** Fails to prosecute the WORK according to the approved progress schedule;

**15.3.2.5** Fails to provide a qualified superintendent, competent workers or materials or equipment meeting the requirements of the Contract Documents;

**15.3.2.6** Fails to maintain license or insurance.

**15.3.3** If CONTRACTOR fails to remedy the conditions constituting default within the time allowed, OWNER may then issue the notice of termination.

**15.3.4** In the event the Agreement is terminated in accordance with Article 15, OWNER may take possession of the WORK and may complete the WORK by whatever method or means OWNER may select. The cost of completing the WORK shall be deducted from the balance which would



have been due CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, CONTRACTOR shall pay the excess amount to OWNER. If such cost is less than the balance which would have been due, CONTRACTOR shall not have claim to the difference.

**15.4 RIGHTS OF OWNER PRESERVED** - Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

**15.5 TERMINATION BY OWNER FOR JUST CAUSE** - OWNER may terminate the Contract for just cause at its own discretion or when conditions encountered during the WORK make it impossible or impractical to proceed, or when OWNER is prevented from proceeding with the Agreement by act of God, by law or by official action of a public authority.

**15.5.1 Termination for Convenience of OWNER**

**15.5.1.1 Termination of CONTRACTOR's Performance of WORK** - OWNER may terminate, subject to the express terms and conditions set forth below, CONTRACTOR's performance of work under this Agreement, in whole or, from time to time, in part, if OWNER's City Council does not appropriate sufficient monies to fund the Agreement. The City Manager shall terminate on behalf of OWNER by delivering to CONTRACTOR a notice of termination, in writing, specifying the extent of termination and the effective date

**15.5.1.2 Notice of Termination** - After receipt of the notice of termination, and except as otherwise directed by OWNER's City Manager, CONTRACTOR shall immediately proceed as follows:

**15.5.1.2.1** Stop WORK immediately or as specified in the notice;

**15.5.1.2.2** Immediately place no further subcontracts for materials, services or facilities, except as necessary to complete any authorized, continued portion of the Agreement;

**15.5.1.2.3** Immediately terminate all subcontracts to the extent they relate to the WORK terminated;

**15.5.1.2.4** With approval by OWNER's City Manager, settle all outstanding obligations arising from the termination of subcontracts, the approval of which will be final for purposes of this clause;

**15.5.1.2.5** As directed by OWNER's City Manager, transfer the title and deliver to OWNER, completed or partially completed drawings, plans, calculations, Specifications and any other documents and records that, if the Agreement has been completed, would be required to be furnished to OWNER;

**15.5.1.2.6** Complete performance of the WORK not terminated;

**15.5.1.2.7** Take any action that may be necessary, or that OWNER's City Manager may direct, for the protection and preservation of the property related to the Contract Documents that is in the possession of CONTRACTOR and in which OWNER has or may acquire an interest.

**15.5.1.3 Removal of CITY Property** - CONTRACTOR may request OWNER to remove OWNER's property or enter into an agreement for its storage. Within sixty (60) Days, OWNER will accept title of property and remove it or enter into a storage agreement.

**15.5.1.4 Termination Settlement** - After termination, CONTRACTOR shall submit a final termination settlement proposal to OWNER's City Manager in the form and with the certification prescribed by OWNER's City Manager. CONTRACTOR shall submit the proposal promptly, but not later than six (6) months from the effective date of termination, unless extended in writing, by OWNER's City Manager upon written request of CONTRACTOR within this six (6) month period. However, if OWNER's City Manager determines that the facts justify it, a termination settlement proposal may be received and acted on after six (6) months or any extension. If CONTRACTOR fails to submit the proposal within the time allowed, OWNER may, in good faith, determine, on the basis of information available, the fair and reasonable amount, if any, due CONTRACTOR as a result of the termination and pay the amount determined. If CONTRACTOR does not agree that the amount determined by OWNER's City Manager is fair and reasonable, and if CONTRACTOR gives notice of such disagreement to OWNER in accordance with this paragraph of the Agreement within thirty (30) Days of receipt of payment, then the amount due shall be as fixed in a court of law.

**15.5.1.5 Payment for CONTRACTOR Due to Termination** - Subject to the above paragraph, CONTRACTOR and OWNER's City Manager may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, exclusive of costs shown in Paragraph 15.5.1.6.3 below, may not exceed the total dollar amount authorized by OWNER as reduced by (1) the amount of payments previously made; and (2) the Contract Price of work not terminated. The Contract Documents shall be amended, and CONTRACTOR paid the agreed amount. The paragraph below shall not limit, restrict or affect the amount that may be agreed upon to be paid under this paragraph.

**15.5.1.6 Failure to Agree on Payment** - If CONTRACTOR and OWNER fail to agree on the whole amount to be paid because of the termination of WORK, OWNER shall pay CONTRACTOR the fair and reasonable amounts determined in good faith by OWNER as follows, but without duplication of any amounts agreed above:

**15.5.1.6.1** The Contract Price for completed services accepted by OWNER not previously paid for, adjusted for any saving of freight and other charges.

**15.5.1.6.2** The total of:

**15.5.1.6.2.1** The costs incurred in the performance of the WORK terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs' attributable to services paid or to be paid under Paragraph 15.5.1.6;

**15.5.1.6.2.2** The fair and reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Agreement if not included in paragraph above; and

**15.5.1.6.2.3** A sum, as profit on the above paragraph determined by OWNER's City Manager to be fair and reasonable under the circumstances; however, if it appears that CONTRACTOR would have sustained a loss on the entire Agreement had it been completed, OWNER shall allow no profit under this paragraph and shall reduce the settlement to reflect the indicated rate of loss.

**15.5.1.6.3** The reasonable costs of settlement of the WORK terminated, including:

**15.5.1.6.3.1** Accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination of settlement proposals and supporting data;

**15.5.1.6.3.2** The termination and settlement of subcontracts (excluding the amounts of such settlements); and

**15.5.1.6.3.3** Storage, transportation and other costs incurred, reasonable necessary for the preservation, protection or disposition of property in which OWNER has or may acquire an interest.

**15.5.1.7 Dispute of Payment** - If CONTRACTOR does not agree that the amount determined by OWNER's City Manager under the paragraph above is fair and reasonable and if CONTRACTOR gives notice of such disagreement to OWNER in accordance with Paragraph 15.5.1.4 of this Contract within thirty (30) Days of receipt of payment, then the amount due shall be as determined in a court of law.

**15.5.1.8 Payment for Property Destroyed, Lost Stolen or Damaged** - Except to the extent that OWNER expressly assumed the risk of loss, OWNER's City Manager shall exclude from the amounts payable to CONTRACTOR under Paragraph 15.5.1.6 above, the fair value, as determined by OWNER's City Manager, of property that is destroyed, lost, stolen or damaged so as to become undeliverable to OWNER.

**15.5.1.9 Determination of Amount Due CONTRACTOR** - In arriving at the amount due CONTRACTOR under this clause, there shall be deducted:

**15.5.1.9.1** All unliquidated advance or other payments to CONTRACTOR under the terminated portion of this Agreement;

**15.5.1.9.2** Any claim which OWNER has against CONTRACTOR under this Agreement; and

**15.5.1.9.3** The agreed price for, or the proceeds of sale of, materials, supplies or other things acquired by CONTRACTOR or sold under the provisions of this clause and not recovered by or credited to OWNER.

**15.5.2 Partial Termination** - If the termination is partial, CONTRACTOR may file a proposal with OWNER's City Manager for an equitable adjustment of the price(s) of the continued portion of the Agreement. OWNER shall make any equitable adjustment agreed upon. Any proposal by CONTRACTOR for an equitable adjustment under this clause shall be requested within ninety (90) Days from the effective date of termination unless extended, in writing, by OWNER's City Manager.

**15.5.2.1 Partial Termination Payment** - OWNER may, under the terms and conditions it prescribes, make partial payment and payments against costs incurred by CONTRACTOR for the terminated portion of the Agreement if OWNER's City Manager believes the total of these payments will not exceed the amount to which CONTRACTOR will be entitled. If the total payments exceed amount finally determined to be due, CONTRACTOR shall repay the excess to OWNER upon demand, together with interest. Interest shall be at a rate of six (6) percent per annum compounded daily and shall be computed for the period from the date the excess payment is received by CONTRACTOR to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in CONTRACTOR's termination settlement proposal because of retention or disposition, or a later date determined by OWNER's City Manager because of the circumstances.

**15.5.5.3 Records and Documents Relating to Termination** - Unless otherwise provided in the Agreement or by statute, CONTRACTOR shall maintain all records and documents relating to the terminated portion of this Agreement for three (3) years after final settlement. This includes all books and other evidence bearing on CONTRACTOR's costs and expenses under this Agreement. CONTRACTOR shall make these records and documents available to OWNER, at CONTRACTOR's office, at all reasonable times, without any direct charge. If approved by OWNER's City Manager, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

**15.6 TERMINATION OF AGREEMENT BY CONTRACTOR** - CONTRACTOR may terminate the Agreement upon ten (10) Days written notice to OWNER, whenever:

**15.6.1** the WORK has been suspended under the provisions of Article 15, for more than ninety (90) consecutive Days through no fault or negligence of CONTRACTOR, and notice to resume work or to terminate the Agreement has not been received from OWNER within this time period; or,

**15.6.2** OWNER should fail to pay CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within ninety (90) Days after presentation to CONSTRUCTION MANAGER by CONTRACTOR of a request therefor, unless within said ten (10) Day period OWNER shall have remedied the condition upon which the payment delay was based.

**15.6.3** In the event of such termination, CONTRACTOR shall have no claims against OWNER except for those claims specifically enumerated in Article 15, herein, and as determined in accordance with the requirements of said paragraph.

## **ARTICLE 16 - DISPUTES**

**16.1 GENERAL** - All claims, counterclaims, disputes and other matters in question arising under, or relating to, the Contract Documents and/or the breach thereof shall be processed in accordance with the provisions of this Article and are subject to audit by OWNER's internal audit staff in accordance with Article 17.

### **16.2 REQUESTS FOR CHANGE**

**16.2.1 CONTRACTOR's Right To Request a Change** - In accordance with Articles 11 and 12, CONTRACTOR may request a change in the Contract Price or an extension of the Contract Time. Such a request shall be in writing, and shall be delivered to CONSTRUCTION MANAGER within the time periods outlined in Articles 11 and 12.

**16.2.2 Initial Determination** - CONSTRUCTION MANAGER shall make an initial determination on CONTRACTOR's request in writing, within twenty (20) working Days of receipt of the requested supporting data.

**16.2.3 CONTRACTOR Appeal and Claim** - Should CONTRACTOR disagree with CONSTRUCTION MANAGER's initial determination, CONTRACTOR may file a Claim requesting a final determination from CONSTRUCTION MANAGER. Such a request shall be in writing, and shall be delivered within twenty (20) working Days after receipt of CONSTRUCTION MANAGER's initial determination, and after certifying his Claim in accordance with Paragraph 16.3.

**16.2.4 Waiver Of Rights** - Failure of CONTRACTOR to notify CONSTRUCTION MANAGER and deliver supporting data in accordance with the time periods outlined above or failure to respond to CONSTRUCTION MANAGER's initial determination within the time period outlined in this paragraph, shall be deemed to be a waiver of objection or right to further Claim of this matter.

### **16.3 CLAIMS**

**16.3.1 Notwithstanding anything to the contrary, claims shall be processed pursuant to the provisions of Public Contract Code Section 9204, attached and incorporated as if fully set forth herein**

### **16.5 VENUE**

**16.5.1 State of California** - CONTRACTOR, and any Subcontractor, Supplier and any other person or organization performing any part of WORK, agree that each of them will waive jurisdiction and venue and shall submit to the jurisdiction of the courts of the State of California, regardless of residence or domicile, with respect to any actions or suits at law or in equity arising under or related to the bidding, award or performance of the WORK.

**16.5.2 County Where OWNER's Headquarters Located** - CONTRACTOR, Subcontractor, Supplier or any other person or organization shall not commence any action, other than those in the State of California in the county where OWNER's Headquarters are located, against OWNER and CONSTRUCTION MANAGER or any of their consultants, and/or any of their respective directors, officers, employees, representatives or agents, with regard to any matter whatsoever arising out of or relating to the validity, construction, interpretation or reinforcement of the Agreement.

## **ARTICLE 17 -- MISCELLANEOUS**

**17.1 GIVING NOTICE** - Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

**17.2 CUMULATIVE REMEDIES** - The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by the General Conditions and all of the rights and remedies available to OWNER and CONSTRUCTION MANAGER thereunder are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

**17.3 PROFESSIONAL FEES AND COURT COSTS INCLUDED** - Whenever reference is made to claims, costs, losses and damages, it shall include in each case, but not be limited to, all fees and charges of engineers, architects and other professionals and all court or arbitration or other dispute resolution costs. Attorneys' fees are specifically excluded and shall be the responsibility of each party.

### **17.4 RIGHT TO AUDIT**

**17.4.1 Owner's Right** - If CONTRACTOR submits a Claim or a time and material Change Order to OWNER for additional compensation, OWNER shall have the right, as a condition to considering the Claim, and as a basis for evaluation of the Claim, and until the Claim has been settled, to audit CONTRACTOR's books to the extent they are relevant.

**17.4.2 Right Includes** - This right shall include the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted.

**17.4.3 Right To Inspect Plans** - The right to audit shall include the right to inspect CONTRACTOR's plans, or such parts thereof, as may be or have been engaged in the performance of the WORK.

**17.4.4** CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as OWNER deems desirable during CONTRACTOR's normal business hours at the office of CONTRACTOR.

**17.4.5 Accounting Records** - CONTRACTOR shall make available to OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to OWNER.

**17.5 ALL LEGAL PROVISIONS INCLUDED** - All provisions of law required to be inserted in the Agreement or Contract Documents shall be and are inserted herein. If through mistake, neglect, oversight or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Agreement or Contract Documents shall be changed by OWNER, at no increase in Contract Price or extension in Contract Time, so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

## **17.6 NO CONFLICT WITH LAWS OR REGULATIONS**

**17.6.1** The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by laws or regulations are in conflict, the specific part or detailed requirement of such provision, criterion or procedure imposed or available by laws or regulations in conflict shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable laws or regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

**17.6.2** The provisions of paragraph 17.6 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

- **END OF GENERAL CONDITIONS** -

## **SUPPLEMENTARY GENERAL CONDITIONS**



## SUPPLEMENTARY GENERAL CONDITIONS

### GENERAL

These Supplementary General Conditions make additions, deletions or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

### SGC-1 DEFINITIONS

**Apparent Low Bidder** - The Bidder whose Bid, having been publicly opened and read aloud, meets all the material requirements of the Bidding Documents, OWNER deems responsible in accordance with the OWNER's municipal code, and whose Bid price is the lowest received

**SGC-2.4.1 TIME OF COMPLETION** - The WORK must be completed within ninety (90) Working Days after the commencement date stated in the Notice to Proceed.

### SGC-5.1 PERFORMANCE AND OTHER BOND AMOUNTS

CONTRACTOR shall furnish a satisfactory Performance Bond in the amount of one hundred (100) percent of the Contract Price and a satisfactory Payment Bond in the amount of one hundred (100) percent of the Contract Price.

### SGC-5.2

### SGC-6.18 SAFETY

**SGC-6.18.3** CONTRACTOR shall provide a qualified on-site health and Safety representative, accepted by CONSTRUCTION MANAGER, with the authority to enforce all of the Safety requirements of CONTRACTOR's health and Safety program, including implementation of CONTRACTOR's injury and illness prevention program. CONSTRUCTION MANAGER will make a risk-based decision as to the qualification level of CONTRACTOR's Safety representative. During periods of active construction (i.e., excluding weekends, weather delays or other periods of work inactivity), CONTRACTOR must have a designated representative on the construction worksite who is knowledgeable of the Project's hazards and has full authority to act on behalf of CONTRACTOR. CONTRACTOR's designated representative must make frequent and regular inspections of the construction worksite to identify and correct any instances of noncompliance with the Project health and Safety requirements.

### SGC-6.5 SUBCONTRACT LIMITATIONS

In addition to the provisions of Paragraph 6.5 of the General Conditions, CONTRACTOR shall perform not less than twenty (20) percent of the WORK with its own forces (i.e., without subcontracting). The twenty (20) percent requirement shall be understood to refer to the WORK, the value of which totals not less than twenty (20) percent of the Contract Price.

#### **SGC-11.3.4 EQUIPMENT RENTAL RATES**

CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication:

- A. "Rental Rate Blue Book" as published by Dataquest (a company of the Dunn and Bradstreet Corporation), 1290 Ridder Park Drive, San Jose, CA 95131, telephone number (408) 437-8000 or outside of California (800) 669-3282

#### **SGC-12.5 INCLEMENT WEATHER DELAYS**

CONTRACTOR's construction schedule shall be based upon the inclusion of five (5) Days of inclement weather delays.

An inclement weather delay is defined as a delay caused by inclement weather which prevents CONTRACTOR from working on the controlling item in CONTRACTOR's construction schedule. Should CONTRACTOR experience inclement weather delays over the course of contract duration in excess of the number of Days outlined above, CONTRACTOR shall be granted a time extension in accordance with the provisions outlined in Article 12 of the General Conditions. The time extension shall be based on the number of inclement weather Days in excess of the number of Days outlined above.

#### **SGC-14.13 LIQUIDATED DAMAGES**

##### **SGC-14.13.3**

- END OF SUPPLEMENTARY GENERAL CONDITIONS -

EXHIBIT A – MUST BE INCLUDED IN ALL PUBLIC WORKS PROJECTS

**PUBLIC CONTRACT CODE - PCC**

**DIVISION 2. GENERAL PROVISIONS [1100 - 22355]**

*( Division 2 enacted by Stats. 1981, Ch. 306. )*

**PART 5. WITHHELD CONTRACT FUNDS [22300- 22300.]**

*( Part 5 added by Stats. 1988, Ch. 1408, Sec. 11. )*

**22300.**

(a) For purposes of this section, "contractor" includes, but is not limited to, a contractor performing a public works contract, as defined in Section 1101, and any person or entity that would qualify as a contractor under Section 6106.5.

(b) Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract; however, substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

(c) Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

(d) Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Failure to include these provisions in bid and contract documents shall void any provisions for performance retentions in a public agency contract.

For purposes of this section, the term "public agency" shall include, but shall not be limited to, chartered cities.

(e) (1) Any contractor who elects to receive interest on moneys withheld in retention by a public agency shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by a public agency, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from the subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor.

(2) This subdivision shall apply only to those subcontractors performing more than five percent of the contractor's total bid.

(3) No contractor shall require any subcontractor to waive any provision of this section.

(f) The Legislature hereby declares that the provisions of this section are of statewide concern and are necessary to encourage full participation by contractors and subcontractors in public contract procedures.

(g) The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the following form:

|                                                                |                                     |
|----------------------------------------------------------------|-------------------------------------|
| ESCROW AGREEMENT FOR<br>SECURITY DEPOSITS IN LIEU OF RETENTION |                                     |
| This Escrow Agreement is made and entered into by and between  |                                     |
|                                                                | whose address is                    |
|                                                                | hereinafter called "Owner,"         |
|                                                                | whose address is                    |
|                                                                | hereinafter called "Contractor" and |
|                                                                | whose address is                    |
|                                                                | hereinafter called "Escrow Agent."  |

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for \_\_\_\_ in the amount of \_\_\_\_ dated \_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

|                            |                          |
|----------------------------|--------------------------|
| On behalf of Owner:        | On behalf of Contractor: |
|                            |                          |
| Title                      | Title                    |
|                            |                          |
| Name                       | Name                     |
|                            |                          |
| Signature                  | Signature                |
|                            |                          |
| Address                    | Address                  |
| On behalf of Escrow Agent: |                          |
|                            |                          |
| Title                      |                          |
|                            |                          |
| Name                       |                          |
|                            |                          |
| Signature                  |                          |
|                            |                          |

|         |  |
|---------|--|
| Address |  |
|---------|--|

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

|           |            |
|-----------|------------|
| Owner     | Contractor |
|           |            |
| Title     | Title      |
|           |            |
| Name      | Name       |
|           |            |
| Signature | Signature  |

*(Amended by Stats. 2022, Ch. 427, Sec. 21. (SB 1489) Effective January 1, 2023.)*



# SHADE STRUCTURE IMPROVEMENTS AT PUBLIC WORKS AND WATER TREATMENT PLANT ADMINISTRATION BUILDINGS

## SPECIFICATIONS

### 1. GENERAL

1.00 All work and materials shall be in accordance with the applicable codes, ordinances and regulations of the City of El Centro, the State of California, and all other public authorities having jurisdiction. Codes governing this work include, but are not limited to, the latest approved edition of the following: State of California Department of Transportation Standard Specifications, latest edition; Occupational Safety and Health Act (OSHA); and the City of El Centro ordinances and regulations. Requirements of codes and regulations shall be considered as minimum. Where codes conflict, the more stringent shall apply. The contractor shall furnish all materials and labor required for compliance with codes and regulations, even though not specifically mentioned or illustrated.

1.01 Approvals: All work performed and materials furnished for completion of improvements called for on these drawings shall be subject to the inspection and approval of authorized representatives of the City and shall not be covered, buried or otherwise concealed until such has been, so inspected and approved. If deemed necessary by the City, earthwork shall be subject to the inspection, testing and approval of a soils testing firm approved by the City. Each subcontractor shall give the inspecting authority no less than 24 hour notice of his need for inspection or testing.

1.02 Site Conditions: Each Contractor and/or subcontractor doing work on this project shall assume sole and complete responsibility for the safety of all persons and property within his work areas, day and night, during both working and non-working hours; and, shall provide all barricades, shoring, flagmen, signs, lighting and other devices required therefore.

1.03 Standard Specifications: The Standard Specifications referenced in these specifications shall be those of the State of California, Department of Transportation (Caltrans) current when these drawings were approved by the City. Copies of such are obtainable from: Caltrans, Central Publication Distribution Unit, 6002 Folsom Blvd., Sacramento, CA 95819. All the work shown or called for on these drawings shall conform to these specifications and those sections of the Standard Specifications referenced herein, including those of other sections and ASTM, AWWA and AASHTO standards therein referenced.

1.06 Traffic control: Each Contractor and/ or subcontractor doing work on this project shall provide traffic control signs, lights, flagmen and other devices necessary to protect his work and excavations and to protect vehicular and pedestrian traffic passing through or near his work areas in accordance with the latest adopted edition of the "Manual of Uniform Control Devices" (MUTCD). Each Contractor doing work or operating equipment within ten (10) feet of existing roadway and pedestrian walkways, shall prepare and submit to the City a plan showing the type, location, and other pertinent details of the traffic control signs, lights, flagmen, and other devices he propose to use for traffic control. No work shall commence until: said plan has been reviewed and approved by the City and, where applicable, the County or State; copies of the approved plan have been furnished to all interested agencies; and, said control devices are in place.

1.07 Testing: Each Contractor and/or subcontractor shall include as a part of his work all testing of material and workmanship required by the City and other agencies and utilities having jurisdiction over the work. Testing shall be by an independent laboratory approved by that agency or utility requiring same; including all trench backfill, and compaction of same. Copies of all test reports shall be provided to the City and other agencies and utilities requiring tests. Materials and workmanship found deficient shall be removed, repaired or otherwise corrected to the satisfaction of the governing agency or utility.

1.08 Trench Safety: Each subcontractor shall provide shoring, sheeting, shields and excavated slopes in trench excavations conforming to the requirements of the California Occupational Safety and Health Act (CAL/OSHA) as administered by the State of California, Department of Industrial Relations and depicted in the "Trench and Excavation Safety Guide" available from CAL/OSHA Communications, 525 Golden Gate Avenue, San Francisco, CA 94102.

1.09 Certificates of Compliance: The Contractors and/or subcontractors doing concrete and paving items of work shall provide written and signed certifications from concrete and paving suppliers certifying that all materials supplied by him for the project comply with these Specifications. Certificates shall be of approved form and content, signed by an authorized representative of the product supplier and endorsed by the subcontractor installing the product. Three (3) wet signed

copies of said certificates shall be furnished to the City immediately upon completion of the work.

1.10 Encroachment Permits: Subcontractors doing work or operating equipment within City Street, County Road, State Highway, Imperial Irrigation District Ditch and/or Canal or Railroad rights-of-way, shall obtain an encroachment permit from said agencies and shall comply with all the provisions and requirements of said permit. A copy of said permit shall be provided to the City before commencing any work in such areas.

1.11 Design Mixes: Subcontractors providing asphaltic concrete paving, base aggregate or any kind of portland cement concrete, except portland cement concrete required for thrust blocks, post footings and pipeline encasements, shall provide design mixes to the City for approval prior to commencing any work incorporating such materials. Said mix designs shall be the product of an individual qualified and licensed to provide such services and when approved by City, shall become a requirement of these Specifications to the same extent as if fully set out herein.

1.12 Disabled Access: a. All grades shown on this plan were designed at or below maximums allowed by the Americans with Disability Act (A.D.A.). It is the contractors' responsibility to familiarize themselves with the disability act guidelines (A.D.A.A.G.). In the event that a design question should arise, or a field condition present itself that is different from those shown on these plans, work should cease and the city engineer be notified so that an acceptable solution can be determined. b. The contractor is advised to carefully check all phases of work relating to A.D.A.A.G. access for this project. Since the code does not allow for construction tolerance, any construction that exceeds maximum or minimum dimensions and slopes as called out by A.D.A.A.G. are subject to rejection and may be required to be removed and replaced, at the contractors' expense.

1.13 Utilities: The existence and location of underground utilities or structures shown on these plans were generated from record plans. To the best of our knowledge the contractor is required to take precautionary measures to protect the utility lines shown hereon and any others not of record or not shown on these plans. All damages thereto caused by the contractor shall be repaired to the appropriate specifications at the expense of the contractor.

### 2. EARTHWORK

2.01 Clearing: All areas of the work shall be cleared of obstructions and grubbed to a depth of no less than eight (8) inches. Vegetation shall be removed and holes and depressions shall be filled with compacted earth. Debris, vegetation and other deleterious matter not suitable for incorporation into earth fills and embankments shall be removed from the site of work and disposed of in a lawful manner by that subcontractor whose work has generated same. All costs for exporting debris and additional natural material shall be the responsibility of the Contractor.

2.02 Grading: The finished surfaces of walkways, ramps, curbs and gutters shall be brought to the elevations shown or indicated on these drawings. All excavation, watering, backfill and embankment work required to complete such grading shall conform to the recommendations of the soils report or as referenced on these drawings. Imported earth, if required, shall be tested and approved as suitable for incorporation into the work by a firm approved by the City. Surplus earth shall be removed and disposed of as required for debris; except, where the drawings show or indicate an area for disposal of surplus earth, all earth suitable for incorporation into fills and embankments shall be uniformly spread and watered over said area. The finished surface of ground after completion of grading shall be within plus (high) or minus (low) 0.10 foot of elevations shown on these drawings. The elevation of finished ground surface between elevations set out on these drawings shall be that obtained by straight-line interpolation. The City shall not pay for any additional material necessary to bring actual grades to design grades as shown on plan.

2.05 Roadway Excavations: All excavations within ten (10) feet of an established public roadway shall be filled and compacted at the end of each work day. Like-wise, piles of material within ten (10) feet of an established public roadway shall be leveled or graded flush. Where excavations for paving work are made adjacent to existing travelways, such excavations shall be backfilled with compacted Class 2 aggregate base to top of existing pavement or grade, sloping away therefrom at a slope safe for passing vehicles. In no case shall said slope be steeper than 20 horizontal to 1 vertical (20:1). Fills near roadways shall be maintained flush with pavement, free of loose surface material, continuously, day and night, until the final surface pavement is in place.

2.06 Compaction: Where on these drawings and in these specifications compaction is called out to be 90% of maximum, plus or minus 3%, such shall be interpreted to mean that tests of compaction shall average at least ninety percent (90%) with none more than ninety-three percent (93%) and none less than eighty-seven percent (87%). Also, in no case shall three consecutive tests of compacted earth work be less than ninety percent (90%).

2.07 Clean-up: Before contract retention money is released, the entire work site shall be cleaned of all debris and refuse that would make the area unsafe or unsightly.

### 3. STREET WORK

3.01 Concrete: Concrete curbs, sidewalks and gutters shall conform to Sections 73-1.01 thru 73-1.06 of the Standard Specifications. Weakened plane and expansion joints shall be located, spaced and sealed as detailed on these drawings. All concrete shall be furnished with a "Certificate of Compliance" conforming to these Specifications. Unless otherwise shown or detailed, all concrete shall be Class "B" and shall attain a compressive strength of no less than 3000 psi within 28 days of placement per ASTM C-192. Slump at time of placement shall not exceed 4 inches. Curing shall be by application of a pigmented curing compound to all exposed surfaces and the formed edges of walks, driveways and gutters where forms have been removed.

Expansion and weakened plane joints shall be installed and sealed in all concrete curbs, gutters, cross-gutters, ramps, sidewalks and driveways as detailed on these drawings and as herein specified. Sidewalk joints shall match joints in contiguous or parallel curbing. Joints to be sealed shall be sealed with a premium grade, one-component, polyurethane non-sag elastomeric sealant, equal to Sikaflex-15 LM. Sealant shall be applied to gutter joints as shown in details and all sidewalk joints in the vicinity of driveways. Construction joints shall be placed at 15'-0" on centers and expansion joints shall be placed at 30'-0" on centers and all connections with structures, curb returns, handicap ramps and driveways. Tooled joints in sidewalks shall be spaced 5'-0" on centers.

Prior to the placement of concrete, the subgrade depth shall be inspected to insure that the full depth of concrete, as noted on the plans, is attained. Excess fill material shall be removed as required by the engineer. Areas which are over excavated below the depth of the underlying class 2 base or sand backfill shall be brought to subbase elevation (the bottom of the class 2 base or granular sand backfill) with native material compacted to 90 percent of maximum density at 2 percent over optimum moisture content per ASTM D-1557. The form boards shall be checked for the proper elevation. Compaction tests on the subgrade shall have achieved the density requirements specified. The engineer shall then allow the placement of concrete.

The flowline of all curb and gutter and ribbon gutter shall be water tested before acceptance of the project. Curb extruding machines may be allowed in accordance with CALTRANS STANDARD SPECIFICATIONS SECTION 73-1.05B.

3.02 Subgrade: Subgrade for all street work shall be uniform and compacted to a density of no less than 90% of maximum for a depth of at least eight (8) inches below bottom of concrete or base material to be placed. Subgrade shall be finished to within plus (high) 0.00 foot, or minus (low) 0.15 foot of design surface shown or indicated by these drawings. Moisture in subgrade material at time overlying concrete or base material is placed shall be between optimum and optimum plus 6%. No less than one density test showing compliance of the work with these Specifications shall be provided for each 5000 sq. ft. of subgrade area constructed. The City shall not pay for any additional material necessary to bring actual grades to design grades as shown on plan.

3.03 Aggregate Base: Aggregate base for street paving and associated facilities shall be Class 2, conforming to Sections 26-1.01 thru 26-1.06 of the Standard Specifications; except, motor graders may be used for spreading and shaping material so long as serious segregation does not occur. The finished surface of base just prior to placement of overlying asphaltic or portland cement concrete shall be within plus (high) 0.03 foot or minus (low) 0.03 foot of design surface indicated on these drawings. All base aggregate shall be furnished with a "Certificate of Compliance". Testing of in place material for compaction shall be as required for subgrade.

3.04 Asphaltic Concrete: Asphaltic concrete (AC) paving shall be Type "A" conforming to Section 39-1.01 thru 39-6.03 of the Standard Specifications. Aggregate gradation and asphaltic binder content shall be as required by City; except, in no case shall percent of binder be less than 5% of total weight of mix. All asphalt shall be furnished with a "Certificate of Compliance."

3.05 Paving Joints: Where new paving joints existing, including areas where paving must be removed and replaced for pipeline or other improvement excavations, sufficient areas of the existing paving shall be removed to insure that a smooth transition between the old and new surfaces results. The new pavement section shall be equal to that removed; except, in no case shall the new paving be less than that called for, shown or required by these drawings for new pavement construction.

### 4. DEMOLITION NOTES

4.01 Prior to the removal of any trees the contractor shall obtain approval for the removal from the city engineer. Contractor shall coordinate with the city engineer for site inspection of the trees planned for removal.

4.02 Prior to the removal of any private Improvements (including landscaping and irrigation) the contractor shall obtain approval for the removal from the City Engineer. Contractor shall coordinate with the City Engineer for site inspection of the improvements planned for removal. The limits of removal shall be adjusted as directed by the City Engineer.

4.03 All private Improvements outside of the public right of way removed to facilitate the construction of the new improvements shall be replaced in-kind by the contractor.

4.04 The limits of removal shown on the plans for private concrete driveways and walkways are approximate. The actual limits shall be extended, where needed, to existing construction joints when the limit shown on the plans fall within 5' of the existing construction joint. Contractor shall review the proposed limits of private concrete driveway and walkway removals with the city engineer prior to the work being done. Driveway profiles shall be adjusted accordingly.

### 5. CONSTRUCTION NOTES

5.01 The existing conditions reflected on these plans are as of the date the plans were signed by the engineer of work. The contractor shall make necessary adjustments in the new improvements (ramps and walkway) locations, widths, and materials) to conform to the conditions at the time of construction. The contractor shall review all proposed adjustments with the city engineer prior to their construction.

5.02 All improvements constructed in private property to transition from the new public improvements to existing private improvements shall be installed with the following criteria:

Maximum longitudinal slope: Walkways = 5%  
Maximum Cross Slope: Walkways = 2%

### 6. SURVEY MONUMENTS

6.01 Contractor shall be responsible for the locating and protection of all existing survey monuments and/or markers during construction. Contractor shall submit an executed certificate of monument preservation form ED-006 prior to construction activities. Should any monumentation be disturbed during construction, it shall be the Contractor's Responsibility to install new monument(s) as required by City Standards.

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. PRIOR TO ANY WORK THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT TO VERIFY LOCATION AND DEPTHS OF ANY EXISTING UTILITIES
- CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

### 7. UNDERGROUND UTILITY CONFLICT NOTES

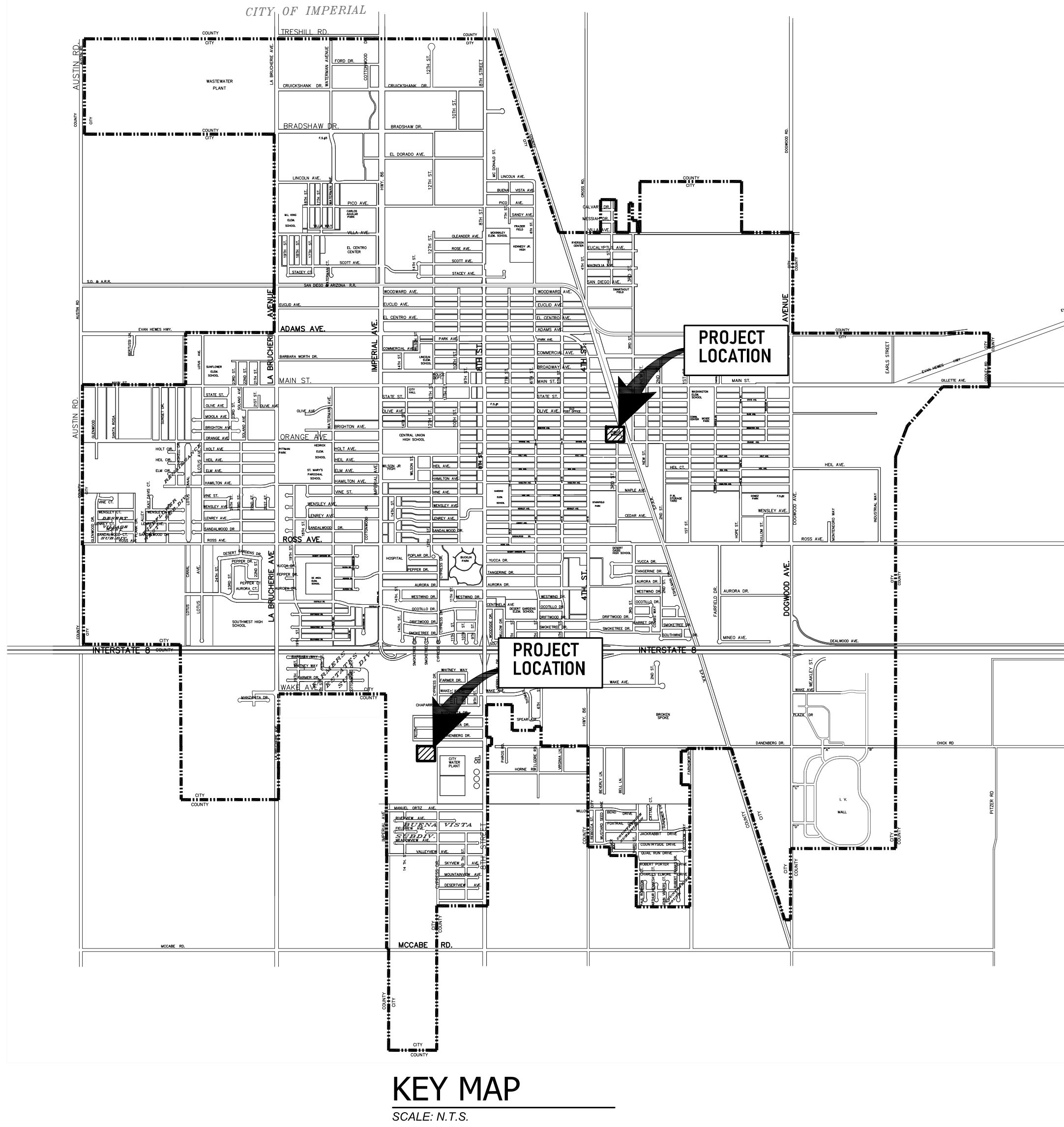
7.1 Locations and depths of underground utilities shown are approximate and based on available record drawings. Locations and depths of existing gas laterals are unknown.

7.2 Contractor is responsible for coordinating the mark-out and pot-holing of all underground facilities prior to any excavation.

7.3 Contractor is responsible for coordinating the double adjustment of the gas valves with the Gas Company a minimum of (5) days before the work is completed.

### 8. ABBREVIATIONS

|                  |                                            |
|------------------|--------------------------------------------|
| "XX" L           | LEFT OF STATION                            |
| "XX" R           | RIGHT OF STATION                           |
| AC               | ASPHALTIC CONCRETE                         |
| ACP              | ASBESTOS CEMENT PIPE.                      |
| BFP              | BACK FLOW PREVENTER                        |
| BVC              | BEGIN VERTICAL CURVE                       |
| C&G              | CURB AND GUTTER                            |
| CI               | CURB INLET                                 |
| CL               | CENTERLINE                                 |
| C.L.             | CHAIN LINK                                 |
| CLR              | CLEAR                                      |
| CO               | CLEANOUT                                   |
| CONC.            | CONCRETE                                   |
| CP               | CONCRETE PIPE                              |
| DI               | DUCTILE IRON                               |
| D/W              | DRIVEWAY                                   |
| DWG              | DRAWING                                    |
| EAST             | EAST                                       |
| EL.              | ELEVATION                                  |
| ELEC             | ELECTRIC                                   |
| EVC              | END VERTICAL CURVE                         |
| EX.              | EXISTING                                   |
| EXIST            | EXISTING                                   |
| FG               | FINISHED GRADE                             |
| FL               | FIRE HYDRANT                               |
| FL               | FLOW LINE                                  |
| G                | GAS                                        |
| GRADE            | GRADE                                      |
| GB               | GRADE BREAK                                |
| HORIZ.           | HORIZONTAL                                 |
| HP               | HIGH PRESSURE                              |
| I.E.             | INVERT ELEVATION                           |
| ID               | IMPERIAL IRRIGATION DISTRICT               |
| L.F.             | LINEAL FEET                                |
| MDD              | MAXIMUM DRY DENSITY                        |
| MH               | MANHOLE                                    |
| MIN.             | MINIMUM                                    |
| MJ               | MECHANICAL JOINT                           |
| NORTH            | NORTH                                      |
| NOT IN SUBMITTAL | NOT IN SUBMITTAL                           |
| N.P.             | NON-POTABLE ZONE (PRIVATE RAW WATER LINES) |
| NW               | NON-POTABLE WATER                          |
| OC               | ON CENTER                                  |
| OG               | ORIGINAL GROUND                            |
| O/H              | OVERHEAD                                   |
| PCR              | POINT OF CURB RETURN                       |
| PT               | POINT                                      |
| PVC              | POLYVINYL CHLORIDE                         |
| PIV              | POINT OF VERTICAL INFLECTION               |
| R                | RADIUS                                     |
| RCP              | REINFORCED CONCRETE PIPE                   |
| RR               | RAILROAD                                   |
| R/W              | RIGHT OF WAY                               |
| SOUTH            | SOUTH                                      |
| S                | SEWER                                      |
| SD               | STORM DRAIN                                |
| SDRSD            | SAN DIEGO REGIONAL STANDARD DRAWINGS       |
| SL               | SEWER LINE                                 |
| SMH              | SEWER MANHOLE                              |
| STA              | STATION                                    |
| STD              | STANDARD                                   |
| TC               | TOP OF CURB                                |
| TELE             | TELEPHONE                                  |
| TV               | TELEVISION                                 |
| TYP              | TYPICAL                                    |
| U/G              | UNDERGROUND                                |
| U.O.             | UNLESS NOTED OTHERWISE                     |
| U.S.P.S.         | UNITED STATES POSTAL SERVICE               |
| VCP              | VERTICAL CURVE                             |
| V                | VITRIFIED CLAY PIPE                        |
| VERT.            | VERTICAL                                   |
| W                | WATER                                      |
| WEST             | WEST                                       |
| WI               | WITH                                       |
| WPJ              | WEEKEND PLANE JOINT                        |



## EROSION AND SEDIMENT CONTROL PLAN STANDARD NOTES

- ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THERE IS A FIFTY PERCENT (50%) CHANCE OF RAIN WITHIN A FORTY- EIGHT (48) HOUR PERIOD. SILT AND DEBRIS SHALL BE REMOVED AFTER EACH RAINFALL.
  - ONE HUNDRED TWENTY FIVE PERCENT (125%) OF ALL SUPPLIES NEEDED FOR BMP MEASURES SHALL BE RETAINED ON THE JOB SITE IN A MANNER THAT ALLOWS FULL DEPLOYMENT AND COMPLETE INSTALLATION IN FORTY EIGHT (48) HOURS OR LESS OF A FORECASTED RAIN.
  - EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ON SITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
  - CONTRACTOR TO CONDUCT STREET SWEEPING EACH DAY AT CLOSE OF BUSINESS TO REMOVE CONSTRUCTION DEBRIS. INCREASE FREQUENCY IF DEBRIS ARE NOTICEABLE WITHIN THE TRAVELED WAY.
  - EROSION AND SEDIMENT CONTROL DEVICES SHALL BE MAINTAINED. MAINTENANCE SHALL INCLUDE REMOVAL OF SILT FROM BARRIERS AND SEDIMENTATION DEVICES, SEEDING OR MULCHING OF DAMAGED STABILIZED AREAS AND REPLACEMENT OR REPAIR OF WORN OR DAMAGED GEOTEXTILE FABRIC.
  - THE CONTRACTOR SHALL RESTORE ALL EROSION CONTROL DEVICES TO WORKING ORDER TO THE SATISFACTION OF THE CITY ENGINEER AFTER EACH RUN-OFF PRODUCING RAINFALL.
  - ALL BARE SLOPES AND DISTURBED AREAS SHALL BE PLANTED AS EACH STAGE OF GRADING IS COMPLETE. SUITABLE MEASURES TO PREVENT SLOPE EROSION, INCLUDING, BUT NOT LIMITED TO, RAPID GROWING VEGETATION SUITABLE TO STABILIZE THE SOILS SHOULD BE INSTALLED ON ALL AREAS, AND/OR SUCH AREAS SHOULD BE MULCHED, WHILE THE PERMANENT VEGETATION COVER MATURES ENOUGH TO PROVIDE STABILITY.
  - ANY DISTURBED AREA THAT WILL NOT HAVE ANY SOIL DISTURBING ACTIVITIES FOR 14 DAYS OR MORE MUST BE FULLY PROTECTED FROM EROSION UNTIL ADEQUATE LONG-TERM PROTECTIONS ARE INSTALLED. ALL EROSION CONTROL MEASURES SHALL REMAIN INSTALLED AND MAINTAINED DURING ANY INACTIVE PERIOD.
  - ANY SLOPES WITH DISTURBED SOILS OR DENUDEO OR VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
  - TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
  - CONSTRUCTION MATERIALS SHALL BE STORED IN STAGING AREAS ON-SITE UNTIL NEEDED FOR INSTALLATION. WASTE WILL EITHER BE PLACED IN DUMPSTERS OR IN WASTE MANAGEMENT AREAS. ALL WASTE WILL BE TRANSPORTED OFF-SITE IN A TIMELY MANNER TO APPROVED WASTE DISPOSAL AREAS (DUMPS). STORAGE, HANDLING AND TRANSPORTATION OF WASTE SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS.
  - CONSTRUCTION MATERIALS DELIVERED TO THE SITE SHALL BE STORED THROUGHOUT THE SITE. THE CONTRACTOR SHALL STORE THE MATERIALS AS TO MINIMIZE THE RISK OF STORM WATER POLLUTION, GROUND WATER POLLUTION, SOIL CONTAMINATION AND INJURY TO WORKERS AND VISITORS.
  - EQUIPMENT TO BE STORED, FUELED AND MAINTAINED ON SITE SHALL BE KEPT AWAY FROM ANY DRAINAGE COURSES.
  - CONTRACTORS SHALL USE A DRAINAGE PAN OR DROP CLOTH TO CATCH ANY LEAKS OR SPILLS AT A MINIMUM.
- NOTE:  
EROSION CONTROL PLAN MUST BE APPROVED BY THE CITY OF EL CENTRO AND IMPLEMENTED ON-SITE BEFORE ANY GRADING ACTIVITIES OCCUR.

## UTILITIES

DOMESTIC WATER, CITY OF EL CENTRO  
SANITARY SEWER, PUBLIC WORKS DEPARTMENT  
STORM SEWER, 307 W. BRIGHTON AVENUE  
EL CENTRO, CALIFORNIA 92243  
PHONE: 760-337-4505  
CONTACT: MARIO CANCHOLA  
UTILITIES/STREETS SUPERVISOR

GAS SOUTHERN CALIFORNIA GAS CO.  
920 N. 4TH STREET  
EL CENTRO, CA 92243  
PHONE: 800-227-2600

ELECTRICITY IMPERIAL IRRIGATION DISTRICT  
333 E. BARIONI BLVD.  
P.O. BOX 937  
IMPERIAL, CA 92251  
PHONE: 760-338-9263

TELEPHONE AT&T  
1029 S. 2ND STREET, ROOM 3  
EL CENTRO, CA 92243  
PHONE: 760-337-3358

CABLE TELEVISION SPECTRUM CABLE  
580 N. Danenberg Dr., Suite 201  
EL CENTRO, CALIFORNIA 92243  
PHONE: 760-332-8835

## SHEET INDEX

- TITLE SHEET/ GENERAL & TECHNICAL NOTES
- IMPROVEMENTS AND ELECTRICAL PLAN
- DETAILS SHEET

UNAUTHORIZED CHANGES AND USES: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

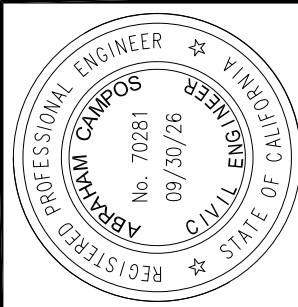
CITY OF EL CENTRO  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

ENGINEERING DEPARTMENT  
1275 MAIN STREET  
EL CENTRO CALIFORNIA  
(760) 337-5182

08/26/25

DATE

APPROVED: ABRAHAM CAMPOS, P.E.  
CITY ENGINEER/PUBLIC WORKS DIRECTOR



PROJECT TITLE: SHADE STRUCTURE IMPROVEMENTS AT PUBLIC WORKS AND WATER TREATMENT PLANT ADMINISTRATION BUILDINGS

SHEET CONTENT: GENERAL NOTES AND KEY PLAN

| NO. | REVISION | DATE     |
|-----|----------|----------|
| 1   | ORIGINAL | 07/30/24 |

DESIGN BY: G.M.  
DRAWN BY: G.M.  
CK'ED. BY: A.C.  
AP'VED. BY: A.C.

SHEET

1.1

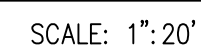
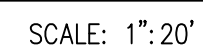
1 of 3 SHEETS

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.  
Underground Service Alert  
Call: TOLL FREE  
1-800  
422-4133  
TWO WORKING DAYS BEFORE YOU DIG

## NOTES TO CONTRACTOR

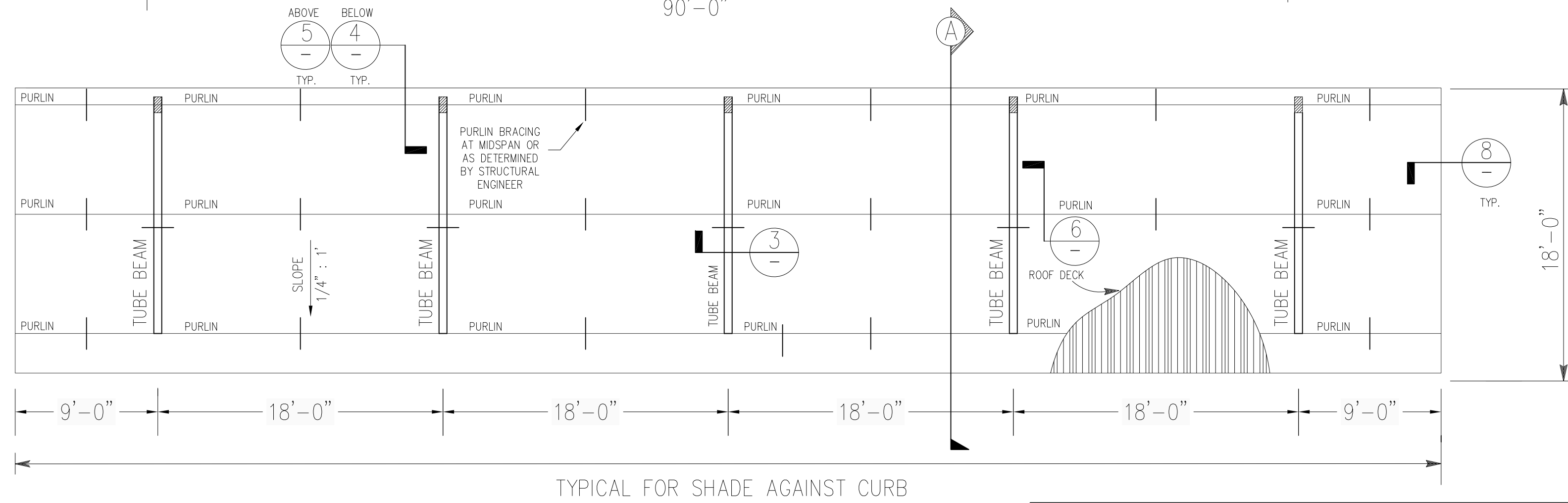
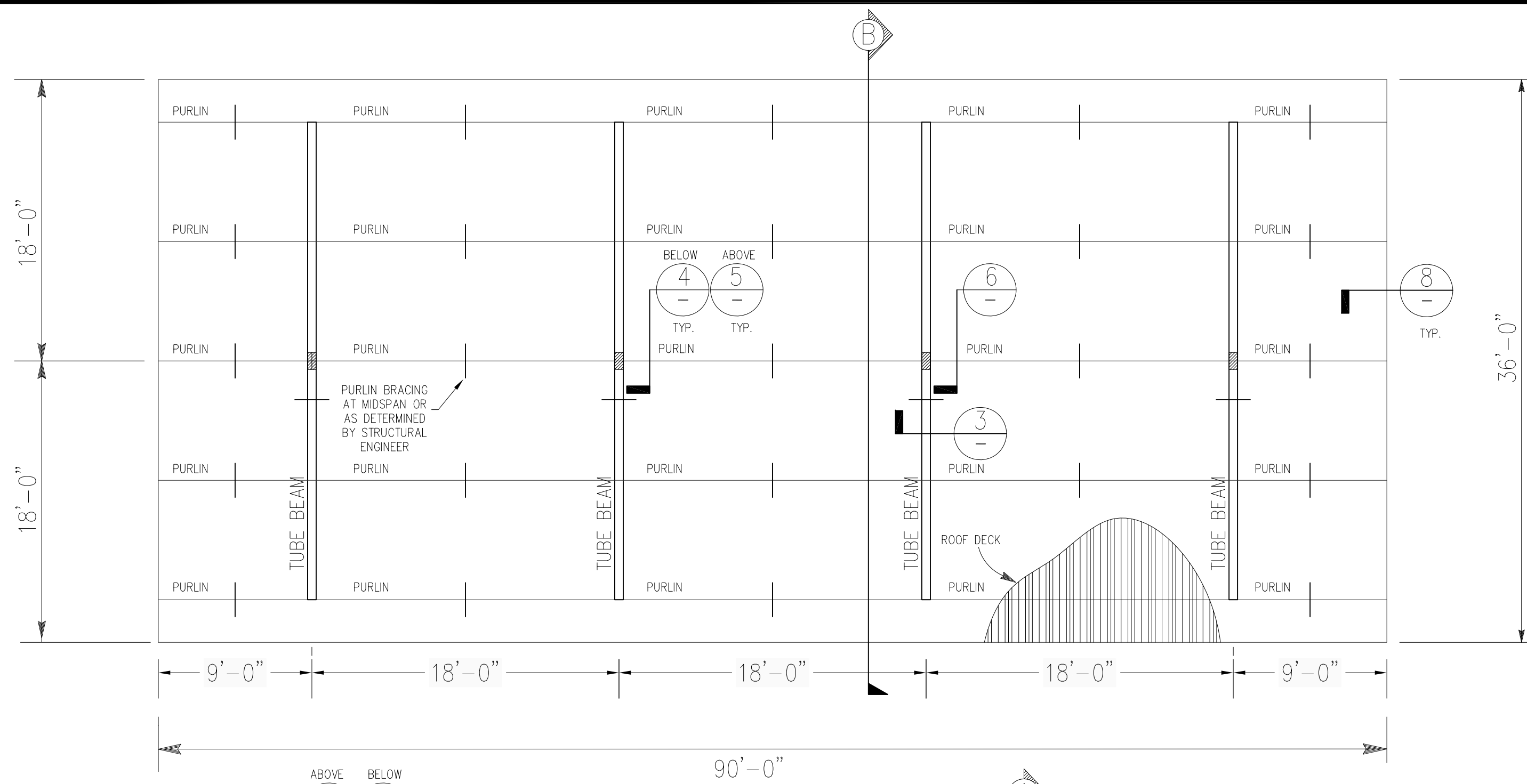
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. PRIOR TO ANY WORK THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT TO VERIFY LOCATION AND DEPTHS OF ANY EXISTING UTILITIES





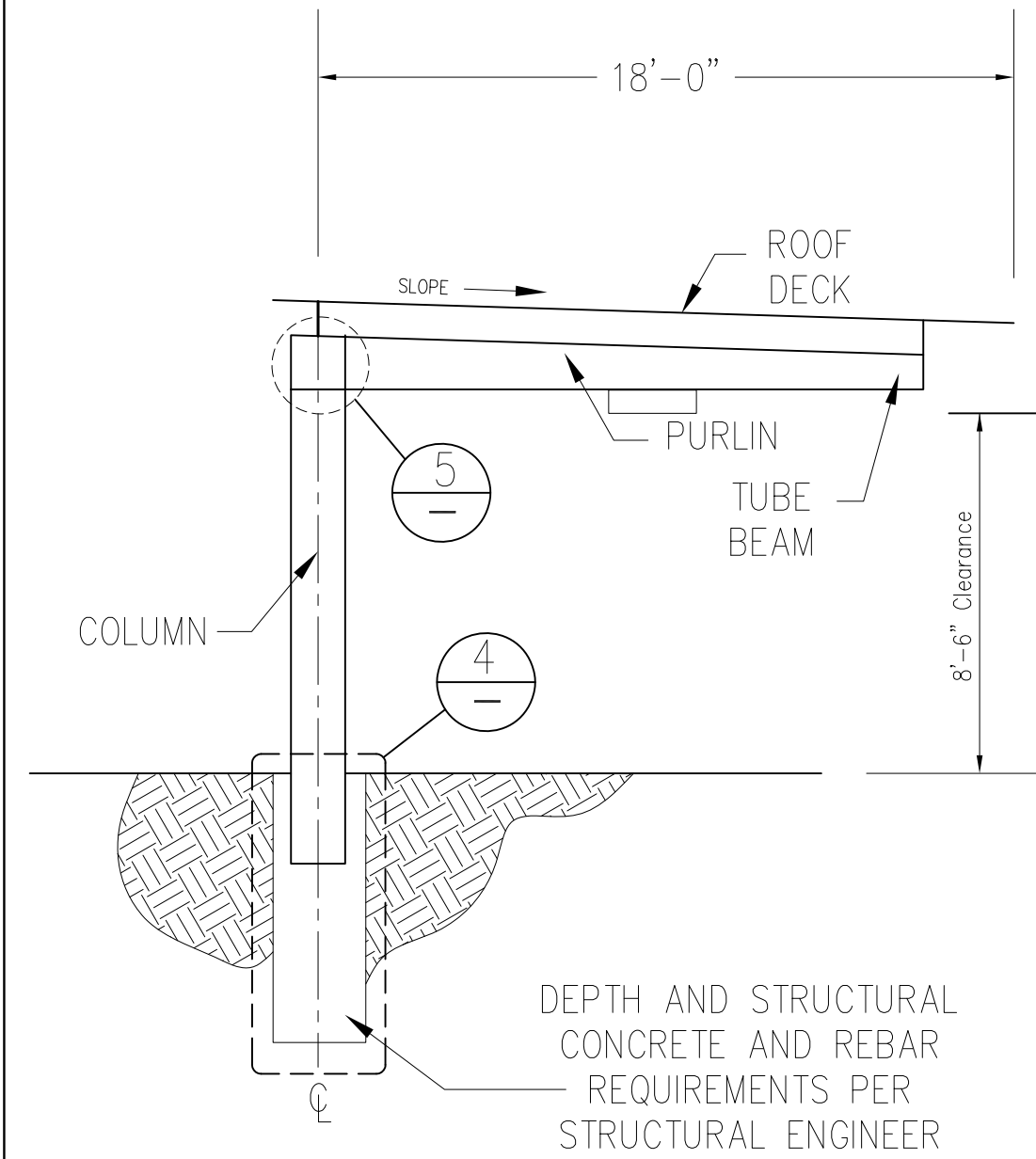
SHEET  
2.1  
2 OF 3 SHEETS



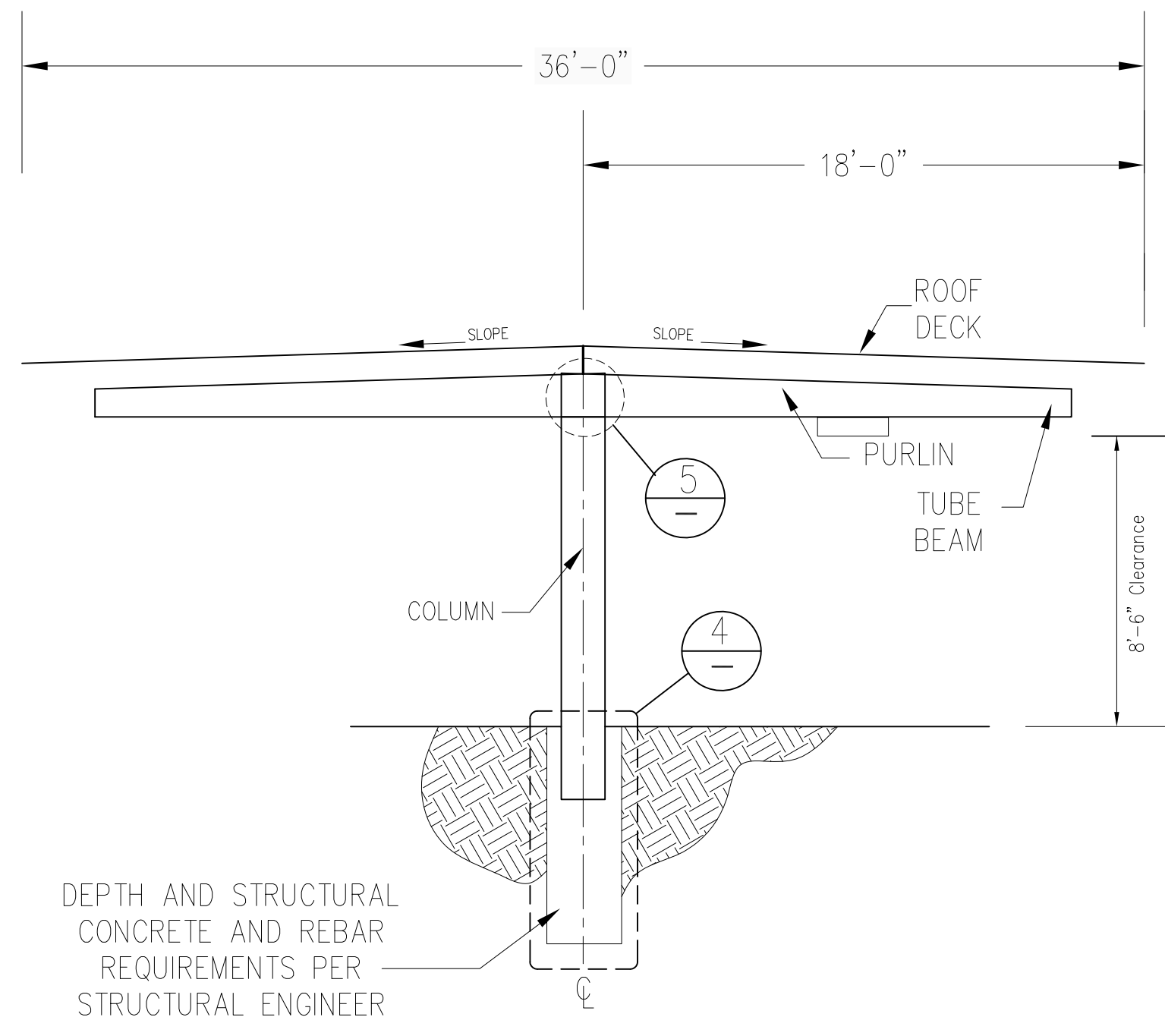


ROOF FRAMING AND FOUNDATION PLAN

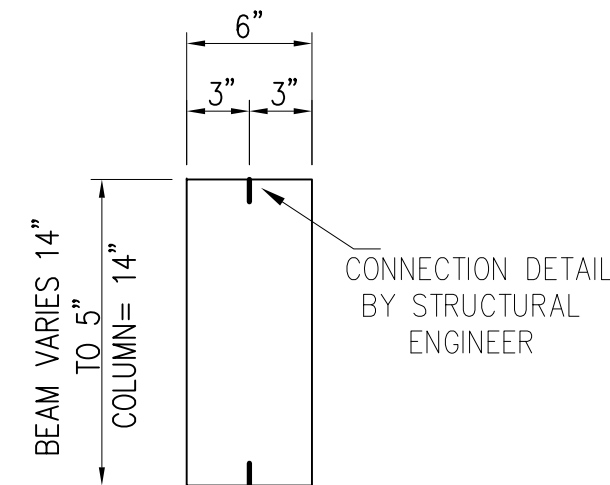
NOTE: THESE DETAILS ARE FOR GENERAL INFORMATION ONLY. CONTRACTOR SHALL PROVIDE CITY WITH COPY OF STRUCTURAL CALCULATIONS AND SHOP DRAWINGS FOR REVIEW BY BUILDING DEPARTMENT OF THE CITY OF EL CENTRO AND SHALL OBTAIN A BUILDING PERMIT PRIOR TO CONSTRUCTION.



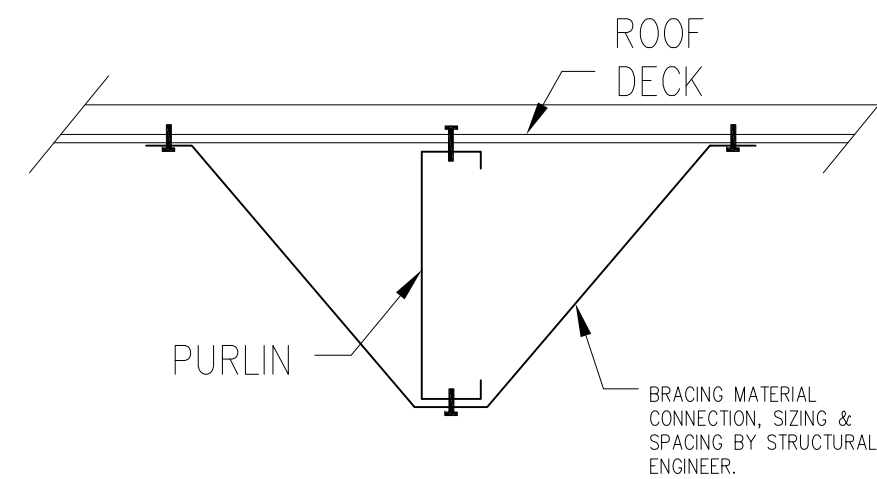
SECTION THRU CANOPY  
NOT TO SCALE



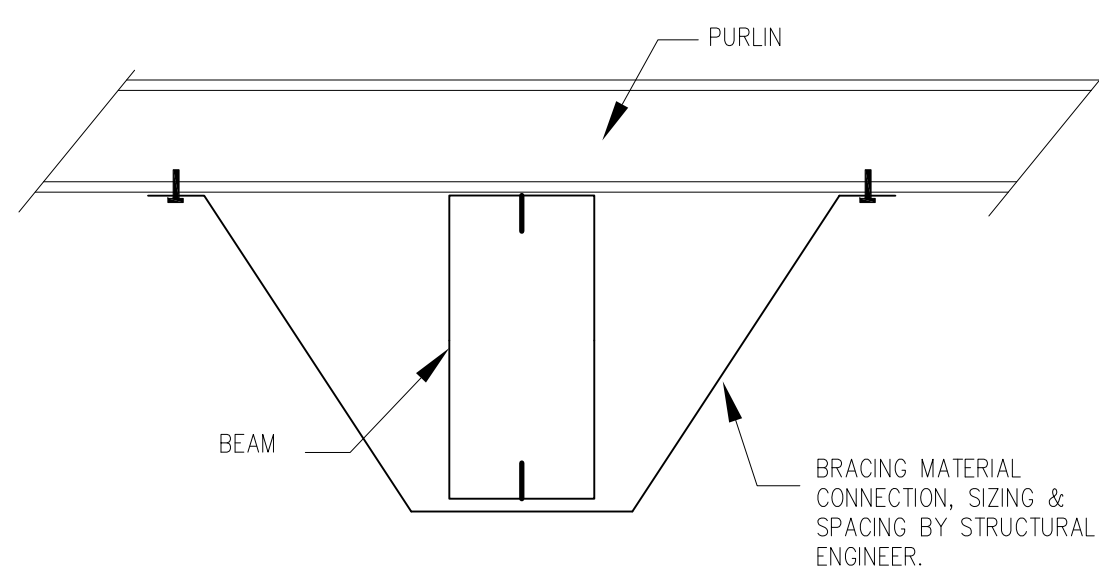
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NOT TO SCALE



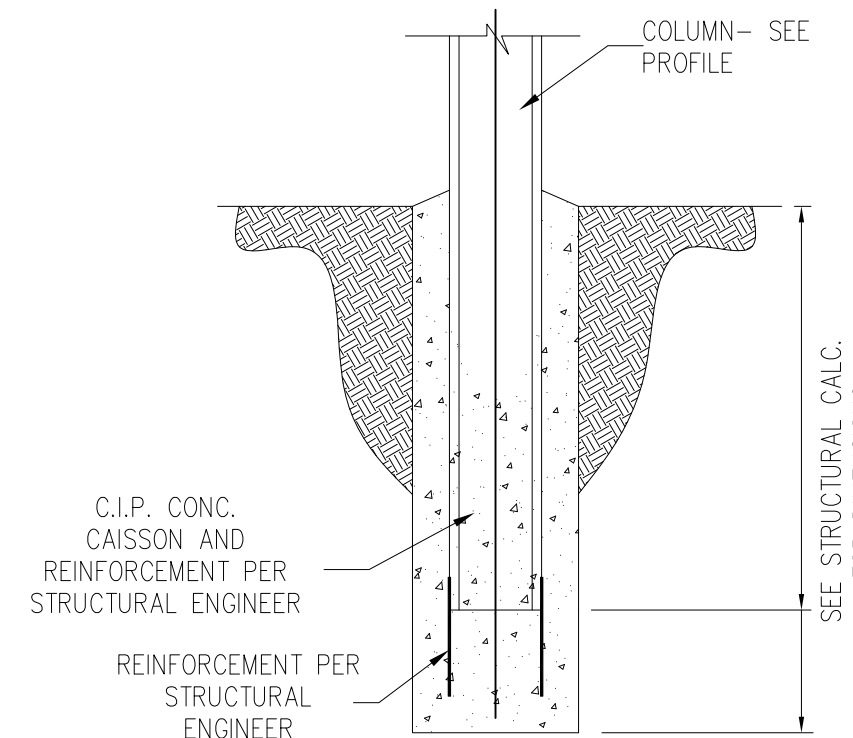
TUBE BEAM AND COLUMN  
NOT TO SCALE



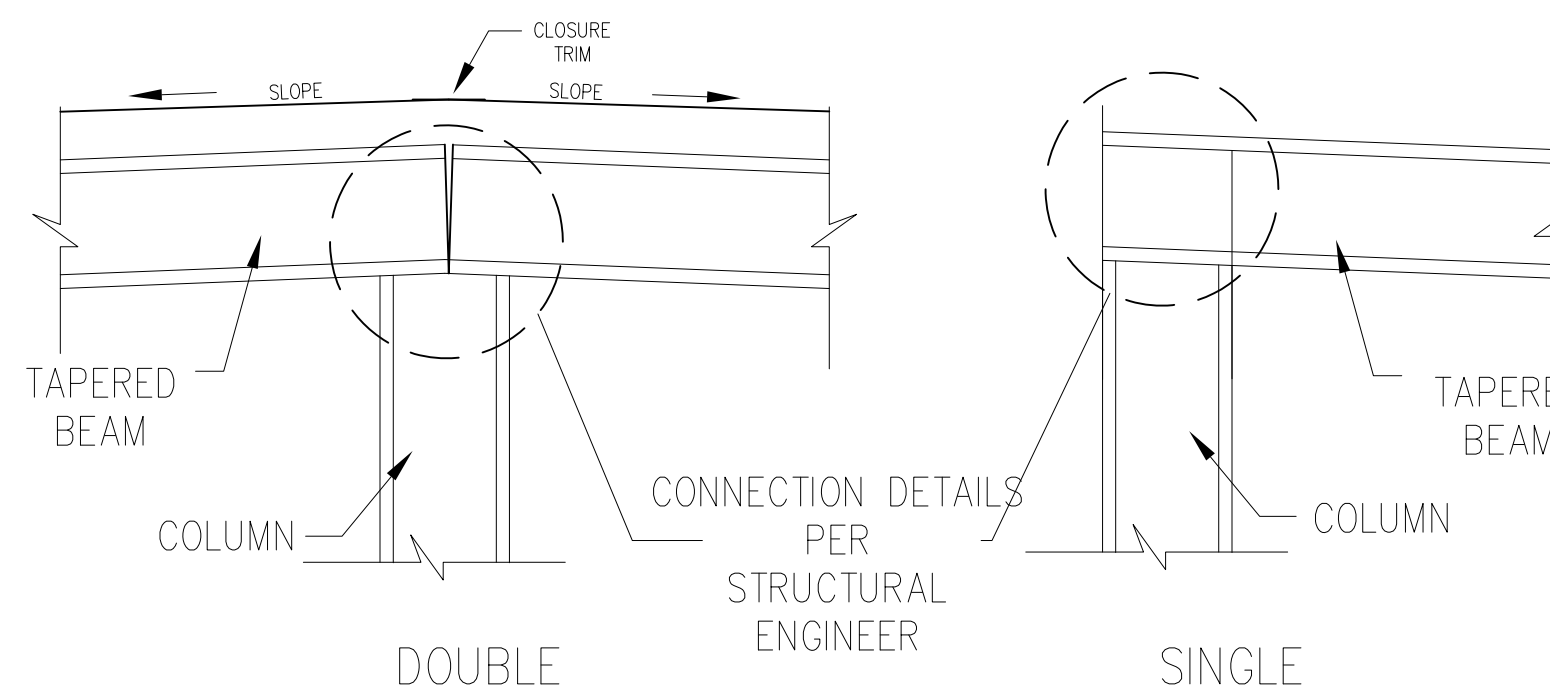
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NOT TO SCALE



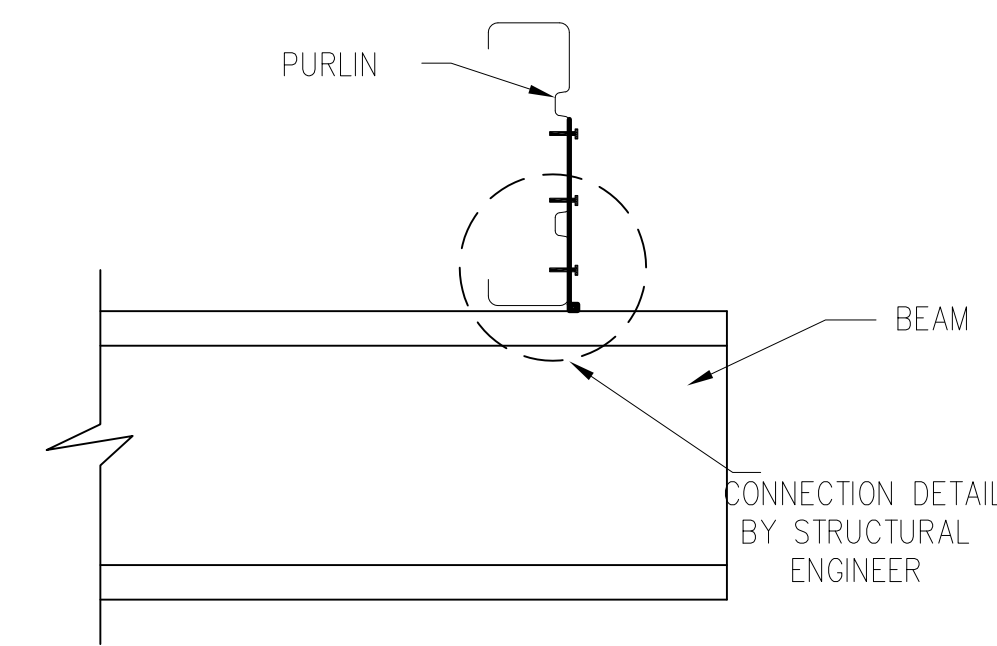
BEAM BRACING  
NOT TO SCALE



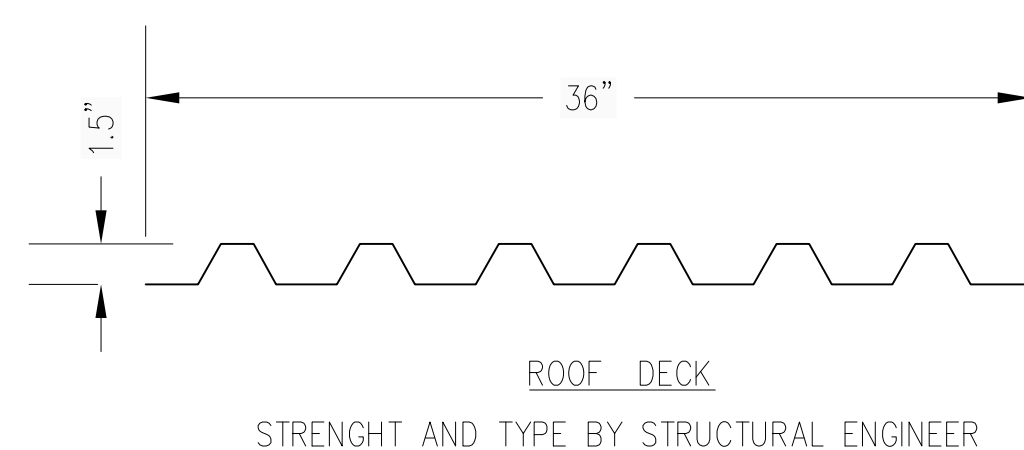
COLUMN AT CONC CAISSON  
NOT TO SCALE



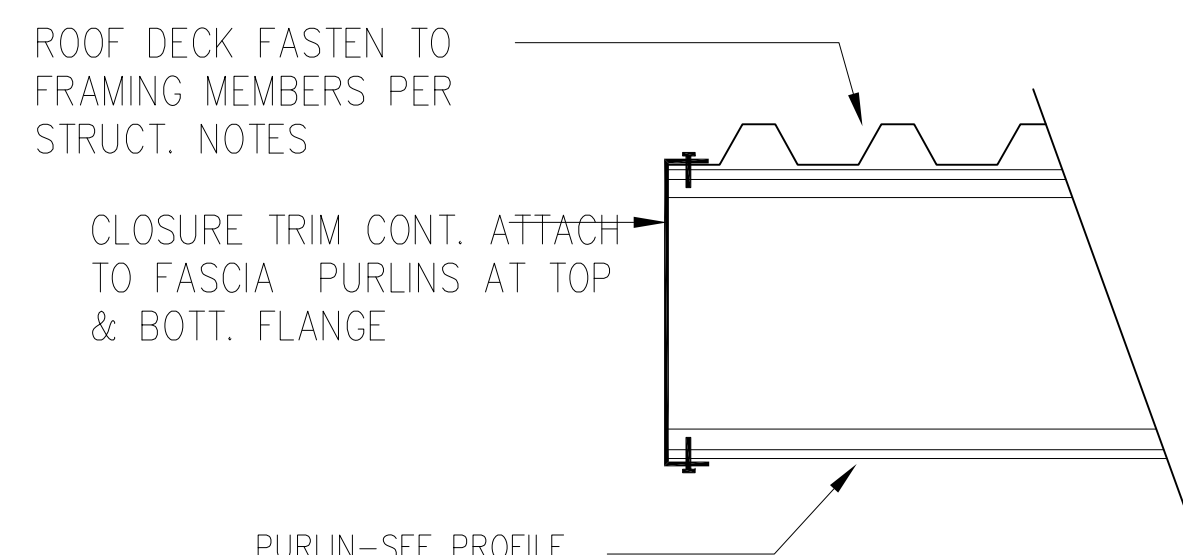
TUBE BEAM TO COLUMN  
NOT TO SCALE



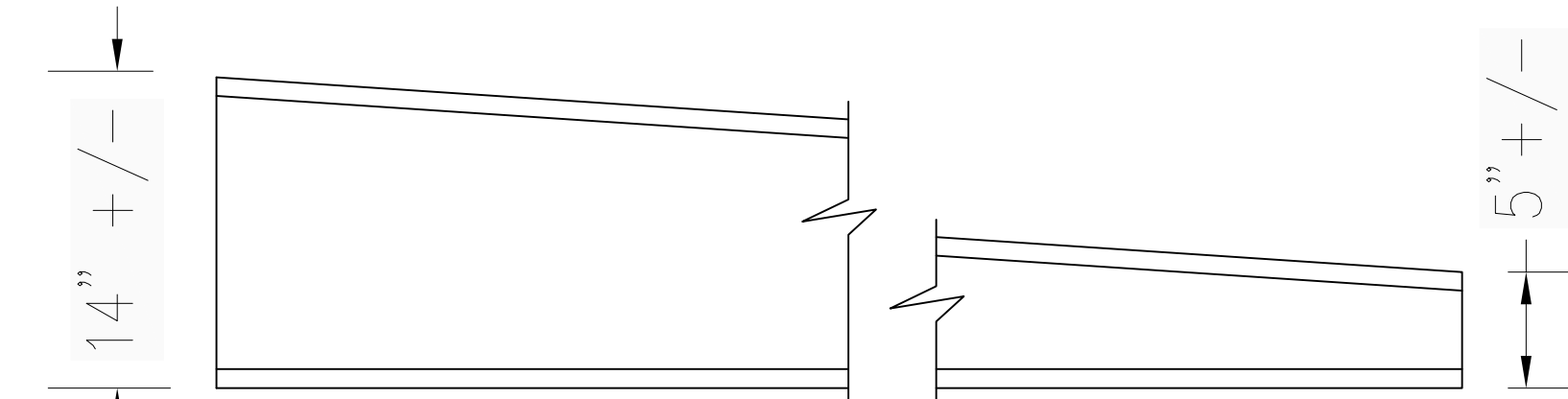
PURLIN TO BEAM CONNECTION  
NOT TO SCALE



ROOF DECK PROFILE  
NOT TO SCALE



PURLIN CLOSURE  
NOT TO SCALE

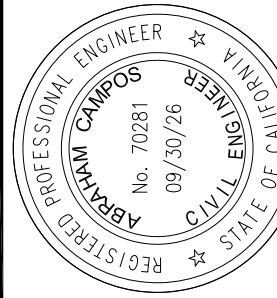


TAPERED BEAM  
NOT TO SCALE

CITY OF EL CENTRO  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

ENGINEERING DEPARTMENT  
1275 MAIN STREET  
EL CENTRO, CALIFORNIA  
(760) 337-5182

APPROVED:   
ABRAHAM CAMPOS, P.E.  
CITY ENGINEER / PUBLIC WORKS DIRECTOR  
DATE: 08/26/25



PROJECT TITLE: SHADE STRUCTURE IMPROVEMENTS AT  
PUBLIC WORKS AND WATER TREATMENT  
PLANT ADMINISTRATION BUILDINGS  
SHEET CONTENT: DETAILS

| NO. | REVISION | DATE     |
|-----|----------|----------|
| 1   | ORIGINAL | 07/30/24 |
|     |          |          |
|     |          |          |
|     |          |          |

DESIGN BY: G.M.  
DRAWN BY: G.M.  
CK'D. BY: A.C.  
AP'VED. BY: A.C.

SHEET  
3.1  
3 OF 3 SHEETS



**City Council of the City of El Centro**

1275 W. Main Street  
El Centro, CA 92243

**SUBMITTED**

**ACTION ITEM (ID # 2025-267)**

**Item: 7.**

Meeting: 9/2/2025 3:30 PM

Department: Public Works

Category: Action Item

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

Department Head: Abraham Campos

DOC ID: 2025-267

---

**Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL RESCINDING  
RESOLUTION NO. 97-3 AND TERMINATING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF EL CENTRO AND CALTRANS RELATED TO FUTURE  
IMPROVEMENTS OF STATE ROUTE 86.**

**CITY MANAGER'S RECOMMENDATION:**

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL RESCINDING  
RESOLUTION NO. 97-3 AND TERMINATING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF EL CENTRO AND CALTRANS RELATED TO FUTURE  
IMPROVEMENTS OF STATE ROUTE 86.

**FISCAL IMPACT:**

No Impact to the General Fund

**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

**BACKGROUND:**

In 1997, City Council approved a memorandum with Caltrans providing guidance for  
distances between roads connecting to State Route 86 and the allowed vehicular  
movements at each intersection. This document was and is utilized by Caltrans for review  
of new development along the State Route.

**DISCUSSION:**

The City is working on a proposed housing development project along the State route.  
Caltrans staff is utilizing this guidance MOU verbatim, complicating the review and  
approval of a new housing development. The guidance is no longer applicable to today's  
development environment, as Caltrans now has processes to review individual  
developments as they come in. After meetings with Caltrans, City and Caltrans staff agree  
that the MOU is no longer needed and can be rescinded. The developments will still be  
subject to current Caltrans review processes as they are presented to Caltrans.

**CONCLUSION:**

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL RESCINDING  
RESOLUTION NO. 97-3 AND TERMINATING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF EL CENTRO AND CALTRANS RELATED TO FUTURE  
IMPROVEMENTS OF STATE ROUTE 86

**ATTACHMENTS:**

1. Caltrans Review of Terminating Resolution
2. Resolution No. 1997-003
3. Resolution 25 - Termination of MOU

## California Department of Transportation

DISTRICT 11  
4050 TAYLOR STREET, MS-240  
SAN DIEGO, CA 92110  
(619) 985-1587 | FAX (619) 688-4299 TTY 711  
[www.dot.ca.gov](http://www.dot.ca.gov)



IMP-86  
PM VAR  
MOU

July 10, 2025

Mr. Abraham Campos, P.E.  
Public Works Director/City Engineer  
City of El Centro  
1275 W. Main Street  
El Centro, CA 92243

Dear Mr. Campos,

Thank you for the opportunity to review the draft resolution regarding the existing Memorandum of Understanding (MOU) for State Route (SR-86) signed on February 23, 1997. The City of El Centro can move forward with the resolution regarding the existing MOU for SR-86 that was provided for review by Caltrans on June 9, 2025.

The termination of the MOU will not release the applicant for the Willow Bend project from following Caltrans requirements.

For the proposed intersection at SR-86 and Countryside Drive, the signal warrants need to be corrected because 2008 counts were used to forecast to 2045-year volumes. Signal Warrants should have used current numbers, per the California Manual on Uniform Traffic Control Devices (CA MUTCD) section 4C.01 standards and per our previous comments from March 2025.

Per Section 7.0 and Table 7-9 of the Intersection Control Evaluation Report submitted December 3, 2024, it shows that the 2045 ADT signal warrants were not met. Caltrans is still awaiting a revised Intersection Control Evaluation Report with correct signal warrants using existing counts and peak hour volumes.

If you have any questions or concerns, please contact Charlie Lecourtois, LDR Coordinator, at (619) 985-4766 or by e-mail sent to [charlie.lecourtois@dot.ca.gov](mailto:charlie.lecourtois@dot.ca.gov).

Sincerely,

*Kimberly D. Dodson*

KIMBERLY D. DODSON, GISP  
Branch Chief  
Local Development Review



Mr. Abraham Campos, P.E.  
July 10, 2025  
Page 2

Attachments:

1. Draft Resolution submitted June 9, 2025
2. Original Resolution signed February 23, 1997

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL  
CENTRO RESCINDING RESOLUTION NO. 97-3 AND  
TERMINATING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF EL CENTRO AND CALTRANS  
RELATED TO FUTURE IMPROVEMENTS OF STATE ROUTE  
86

WHEREAS, the City Council of the City of El Centro (“City Council”) approved Resolution 97-3 authorizing a Memorandum of Understanding (“MOU”) between the City of El Centro (“City”) and the State of California Department of Transportation (“Caltrans”) to manage access to State Route 86 south of Interstate 8; and

WHEREAS, the City Council wishes to provide for safe growth within the City by working with the development community and regulatory agencies such as Caltrans; and

WHEREAS, the MOU no longer represents current City or Caltrans review processes; and

WHEREAS, the City Council finds that its rescission of Resolution 97-3 and termination of the MOU will be in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS;

1. That the foregoing is true, correct and adopted.
2. That the City Council does hereby rescind Resolution 97-3 and terminates the MOU.
3. That the City Manager is authorized to notify Caltrans in writing of the City’s termination of the MOU.
4. That City staff is directed to work with Caltrans to explore the need for a new MOU and, if needed, return to Council with a new MOU for consideration.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the        day of        , 2025.

CITY OF EL CENTRO

By \_\_\_\_\_  
Sonia Carter, Mayor

ATTEST:

By \_\_\_\_\_  
Norma Wyles, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

By \_\_\_\_\_  
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) ss  
CITY OF EL CENTRO )

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25-\_\_\_\_\_ was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By \_\_\_\_\_  
Norma Wyles, City Clerk



RESOLUTION NO. 97-3

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
EL CENTRO APPROVING THE MEMORANDUM OF  
UNDERSTANDING WITH THE STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION TO MANAGE ACCESS  
TO STATE ROUTE 86 SOUTH OF INTERSTATE 8 TO THE  
EL CENTRO CITY LIMITS

WHEREAS, it is necessary for the City Council of the City of El Centro, California, (hereinafter referred to as "City Council") to approve a Memorandum of Understanding (hereinafter referred to as "MOU") between the City of El Centro and the State of California Department of Transportation (hereinafter referred to as "CALTRANS") to manage access to State Route 86 south of Interstate 8 to the El Centro city limits; and

WHEREAS, the City Council finds that its approval of said MOU will be in the best interest of the City of El Centro, California.

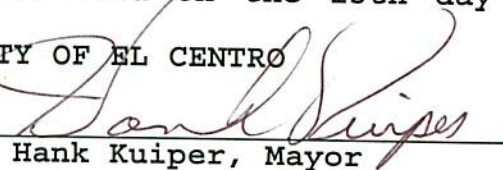
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.
2. That the City Council of the City of El Centro, California, does hereby approve the MOU with CALTRANS for the management of access to State Route 86 south of Interstate 8 to the El Centro city limits.
3. That the Mayor of the City of El Centro, California, is hereby authorized to sign said MOU, a copy of which is on file at the Office of the City Clerk, on behalf of the City of El Centro, California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the 15th day of January, 1997.

CITY OF EL CENTRO

By

  
Hank Kuiper, Mayor

ATTEST:

By

  
Rita M. Noden, City Clerk

APPROVED AS TO FORM:

James L. Darrow, City Attorney

By

  
Luis F. Hernandez, Associate

STATE OF CALIFORNIA       )  
COUNTY OF IMPERIAL       ) ss  
CITY OF EL CENTRO         )

I, Rita M. Noden, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 97-3 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the 15th day of January, 1997, by the following vote:

|            |                                            |
|------------|--------------------------------------------|
| AYES:      | Dhillon, Sanders, Kuiper, Dunnam, Terrazas |
| NOES:      | None                                       |
| ABSENT:    | None                                       |
| ABSTAINED: | None                                       |

By *Rita M. Noden*  
Rita M. Noden, City Clerk



## Memorandum of Understanding

Future improvement and access management plan for State Route 86 (SR-86) south of Interstate 8 (I-8) to the El Centro City limits.

This Memorandum of Understanding (MOU) is between the State of California Department of Transportation (here in after Caltrans) and the City of El Centro (here in after the City). This MOU constitutes solely a guide to the respective obligations, intentions and policies of the City and Caltrans to use in the improvement of the present operating conditions of the highway; and for use in approving new development along State Route 86 (SR-86), south of Interstate 8 (I-8) to the present or future City boundary line where it intersects this highway. Also, the County of Imperial presently has jurisdiction over portions of the property contiguous to SR-86. The City shall consult with and reach a mutual agreement on any proposed changes or additions to access along SR-86 which impacts the County's land use authority. This MOU has not been designed to authorize funding for project effort, nor is it a legally binding contract. This MOU is to remain in affect until it is superseded by a revised MOU, or until the City or Caltrans terminates the document in writing to the other party.

The basic understanding is as follows:

1. The current route concept for this segment of SR-86 is for an ultimate four lane conventional divided highway (4C). The dimensions of the future facility should be based on the most appropriate typical cross-section shown as Attachment 1 which is part of this MOU. The City shall protect the right of way for the future highway.
2. It is the desire of the City and Caltrans to provide reasonable access to SR-86. Major street intersections with signalization providing movement in all directions will be restricted to a minimum half-mile spacing.
3. Minor street intersections which may occur between major street intersections will be restricted to a minimum one-quarter mile spacing. When SR-86 is widened to four lanes at these intersections, the minor streets will be restricted to right turn in/right turn out access. Horne Road is exempted from this restriction.
4. Existing and future driveways shall be restricted to right turn in/right turn out access when SR-86 is widened to four lanes on this segment. The supermarket access at Post Mile 5.67 is exempted from this restriction.
5. Existing driveways should be eliminated or reduced in number if new development reduces the need for access at these locations.
6. Attachment 2, sheets 9, 10 and 11 which are part of this MOU indicate the desired access control and traffic movement for the future four lane facility. Intersection and



## Memorandum of Understanding

limited access design shall be developed in accordance with policies, procedures, practices, and standards normally followed by Caltrans, the City and the County of Imperial.

I concur:

Gary L. Gallegos

Gary L. Gallegos  
District Director  
District 11

Feb. 23, 1997

Date

Hank Kuiper

~~Sedalia Sanders~~, Mayor, Hank Kuiper  
City of El Centro

January 15, 1997

Date

Attest:

Rita M. Noden

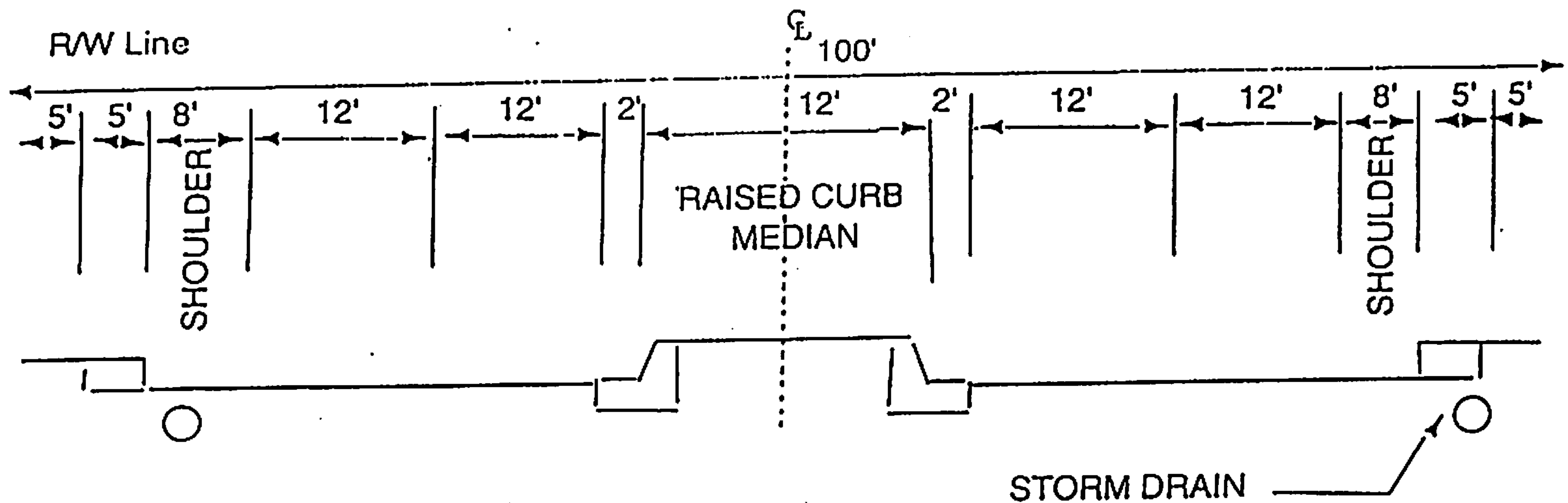
Rita M. Noden, City Clerk

Approved as to form

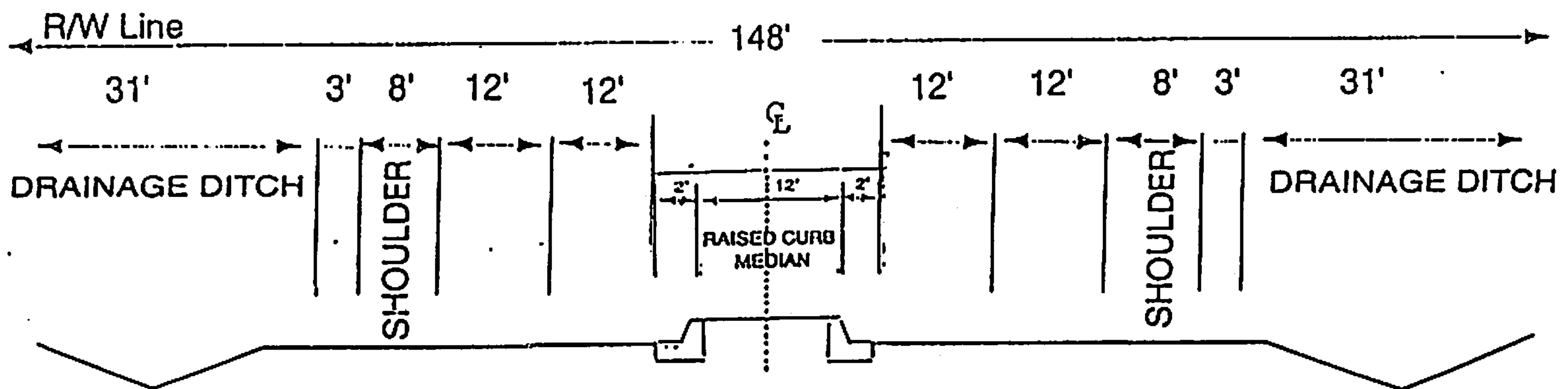
James Darrow

James Darrow, City Attorney





IN URBAN ENVIRONMENT WITH CITY PROVIDING  
STROM DRAINS ON STATE HIGHWAY.

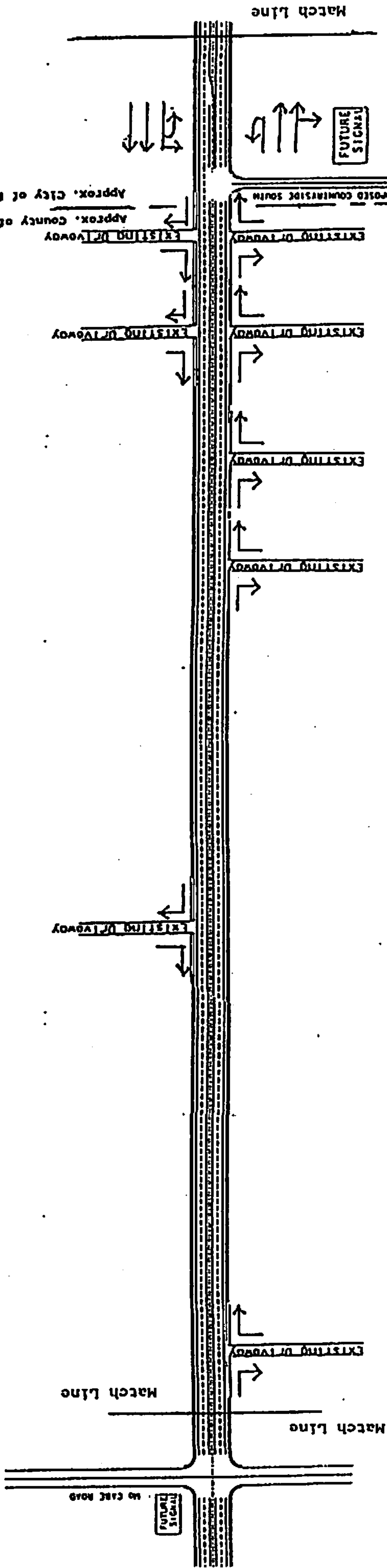


IN URBAN ENVIRONMENT  
WITHOUT STORM DRAIN ACCESS.

- Note: 1. USED TO PREVENT LEFT TURNS EXCEPT AT DESIGNATED INTERSECTIONS.  
2. ADDITIONAL R.W REQUIRED AT INTERSECTIONS FOR TURN POCKETS.

## TYPICAL CROSS SECTIONS 4-LANE DIVIDED HIGHWAY No Scale Attachment 1





DRAFT

MAJOR INTERSECTION

All moves permitted

ATTACHMENT 2

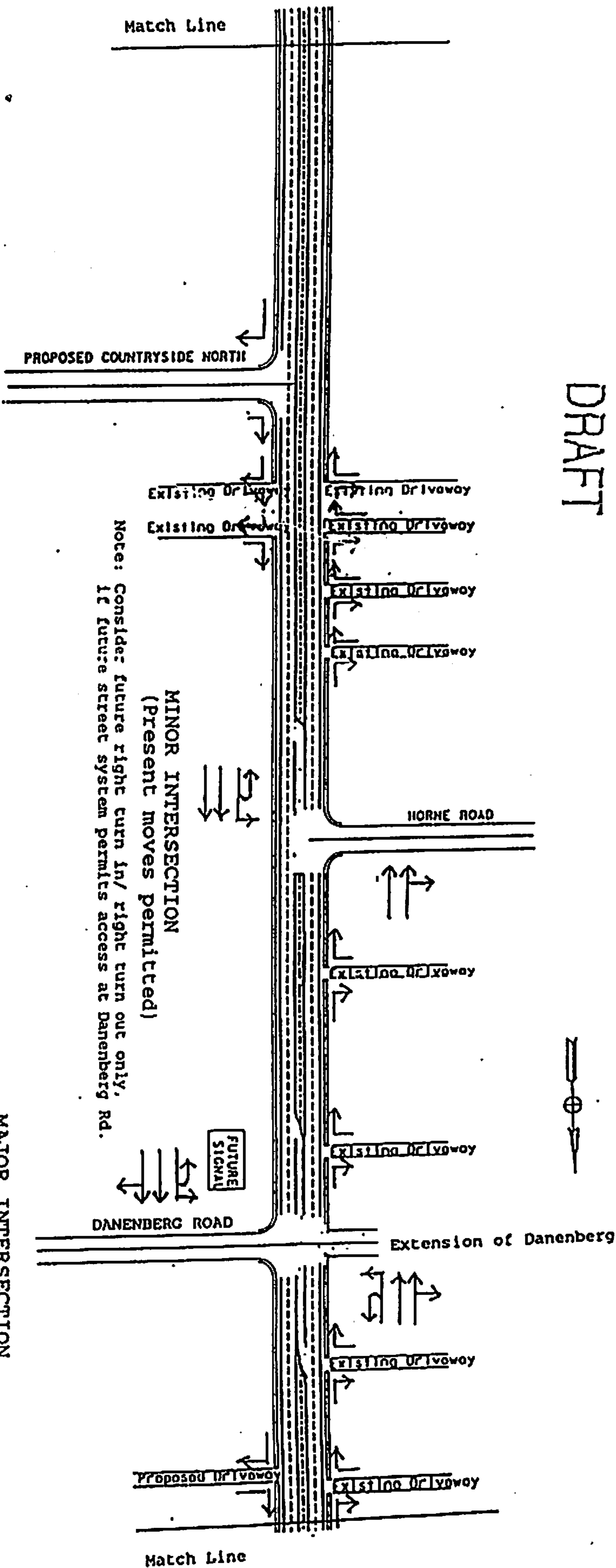
SR-86 Access Management

Sheet 9 of 11

Note: All private driveways to be right turn in / right turn out when SR-86 is widened to 4 lanes at their location.  
(Additional Driveways beyond those shown may exist)



DRAFT



### MINOR INTERSECTION

Note: The development agreement for Countryside Estates may permit left turns to allow for phasing of the development. Left turns should be eliminated when adequate access can be provided at the southerly major intersection location.

### MINOR INTERSECTION (Present moves permitted)

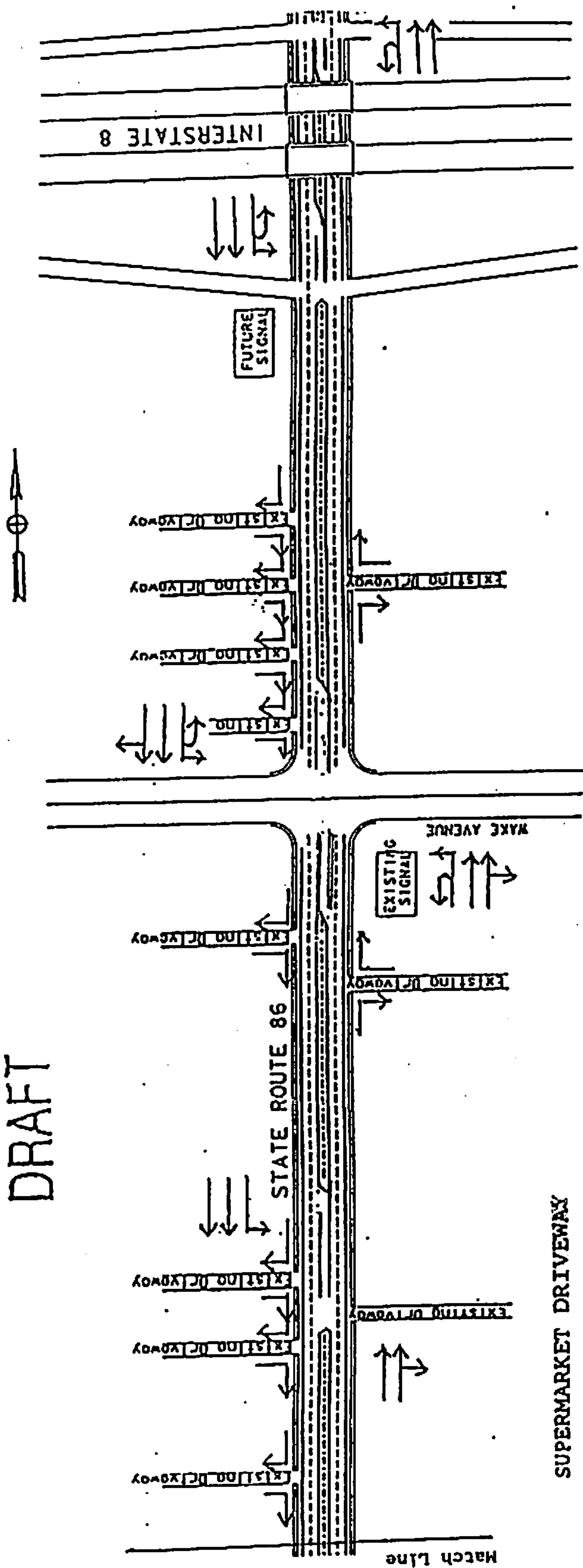
Note: Consider future right turn in / right turn out only. If future street system permits access at Danenberg Rd.

### MAJOR INTERSECTION All moves permitted

Note: All private driveways to be right turn in / right turn out when SR-86 is widened to 4 lanes at their location.  
(Additional Driveways beyond those shown may exist)



DRAFT



SUPERMARKET DRIVEWAY

(Present moves permitted)

Note: May require future signal and/or elimination of left turns from driveway to southbound SR-86.

MAJOR INTERSECTION

All moves permitted

Note: All private driveways to be right turn in / right turn out when SR-86 is widened to 4 lanes at their location.  
(Additional Driveways beyond those shown may exist)

ATTACHMENT 2  
SR-86 Access Management  
Sheet 11 of 11



RESOLUTION NO. 97-3

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
EL CENTRO APPROVING THE MEMORANDUM OF  
UNDERSTANDING WITH THE STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION TO MANAGE ACCESS  
TO STATE ROUTE 86 SOUTH OF INTERSTATE 8 TO THE  
EL CENTRO CITY LIMITS

WHEREAS, it is necessary for the City Council of the City of El Centro, California, (hereinafter referred to as "City Council") to approve a Memorandum of Understanding (hereinafter referred to as "MOU") between the City of El Centro and the State of California Department of Transportation (hereinafter referred to as "CALTRANS") to manage access to State Route 86 south of Interstate 8 to the El Centro city limits; and

WHEREAS, the City Council finds that its approval of said MOU will be in the best interest of the City of El Centro, California.

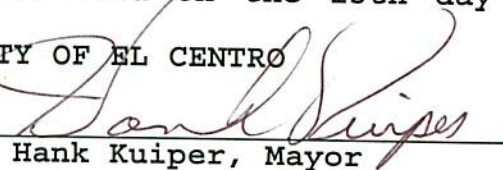
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.
2. That the City Council of the City of El Centro, California, does hereby approve the MOU with CALTRANS for the management of access to State Route 86 south of Interstate 8 to the El Centro city limits.
3. That the Mayor of the City of El Centro, California, is hereby authorized to sign said MOU, a copy of which is on file at the Office of the City Clerk, on behalf of the City of El Centro, California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the 15th day of January, 1997.

CITY OF EL CENTRO

By

  
Hank Kuiper, Mayor

ATTEST:

By

  
Rita M. Noden, City Clerk

APPROVED AS TO FORM:

James L. Darrow, City Attorney

By

  
Luis F. Hernandez, Associate

STATE OF CALIFORNIA       )  
COUNTY OF IMPERIAL       ) ss  
CITY OF EL CENTRO        )

I, Rita M. Noden, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 97-3 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the 15th day of January, 1997, by the following vote:

|            |                                            |
|------------|--------------------------------------------|
| AYES:      | Dhillon, Sanders, Kuiper, Dunnam, Terrazas |
| NOES:      | None                                       |
| ABSENT:    | None                                       |
| ABSTAINED: | None                                       |

By *Rita M. Noden*  
Rita M. Noden, City Clerk



## Memorandum of Understanding

Future improvement and access management plan for State Route 86 (SR-86) south of Interstate 8 (I-8) to the El Centro City limits.

This Memorandum of Understanding (MOU) is between the State of California Department of Transportation (here in after Caltrans) and the City of El Centro (here in after the City). This MOU constitutes solely a guide to the respective obligations, intentions and policies of the City and Caltrans to use in the improvement of the present operating conditions of the highway; and for use in approving new development along State Route 86 (SR-86), south of Interstate 8 (I-8) to the present or future City boundary line where it intersects this highway. Also, the County of Imperial presently has jurisdiction over portions of the property contiguous to SR-86. The City shall consult with and reach a mutual agreement on any proposed changes or additions to access along SR-86 which impacts the County's land use authority. This MOU has not been designed to authorize funding for project effort, nor is it a legally binding contract. This MOU is to remain in affect until it is superseded by a revised MOU, or until the City or Caltrans terminates the document in writing to the other party.

The basic understanding is as follows:

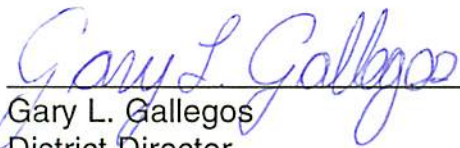
1. The current route concept for this segment of SR-86 is for an ultimate four lane conventional divided highway (4C). The dimensions of the future facility should be based on the most appropriate typical cross-section shown as Attachment 1 which is part of this MOU. The City shall protect the right of way for the future highway.
2. It is the desire of the City and Caltrans to provide reasonable access to SR-86. Major street intersections with signalization providing movement in all directions will be restricted to a minimum half-mile spacing.
3. Minor street intersections which may occur between major street intersections will be restricted to a minimum one-quarter mile spacing. When SR-86 is widened to four lanes at these intersections, the minor streets will be restricted to right turn in/right turn out access. Horne Road is exempted from this restriction.
4. Existing and future driveways shall be restricted to right turn in/right turn out access when SR-86 is widened to four lanes on this segment. The supermarket access at Post Mile 5.67 is exempted from this restriction.
5. Existing driveways should be eliminated or reduced in number if new development reduces the need for access at these locations.
6. Attachment 2, sheets 9, 10 and 11 which are part of this MOU indicate the desired access control and traffic movement for the future four lane facility. Intersection and



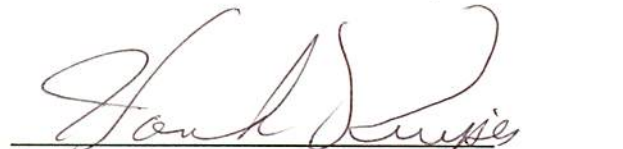
## Memorandum of Understanding

limited access design shall be developed in accordance with policies, procedures, practices, and standards normally followed by Caltrans, the City and the County of Imperial.

I concur:

  
\_\_\_\_\_  
Gary L. Gallegos  
District Director  
District 11

Feb. 23, 1997  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
~~Sedalia Sanders~~, Mayor, Hank Kuiper  
City of El Centro

January 15, 1997  
\_\_\_\_\_  
Date

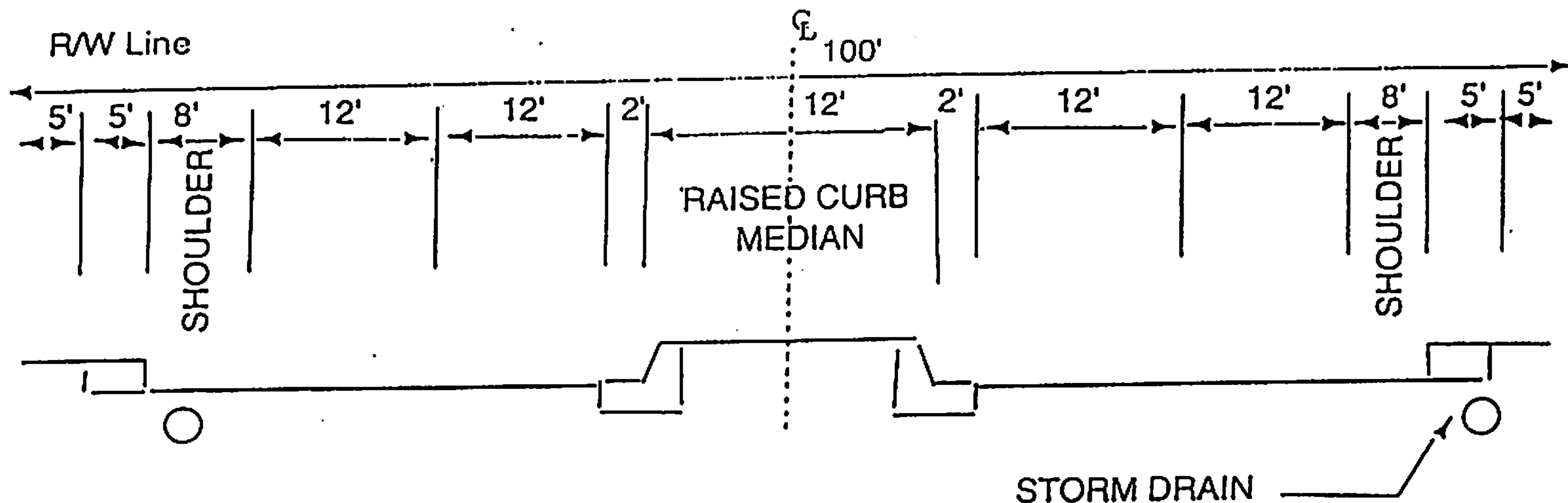
Attest:

  
\_\_\_\_\_  
Rita M. Noden, City Clerk

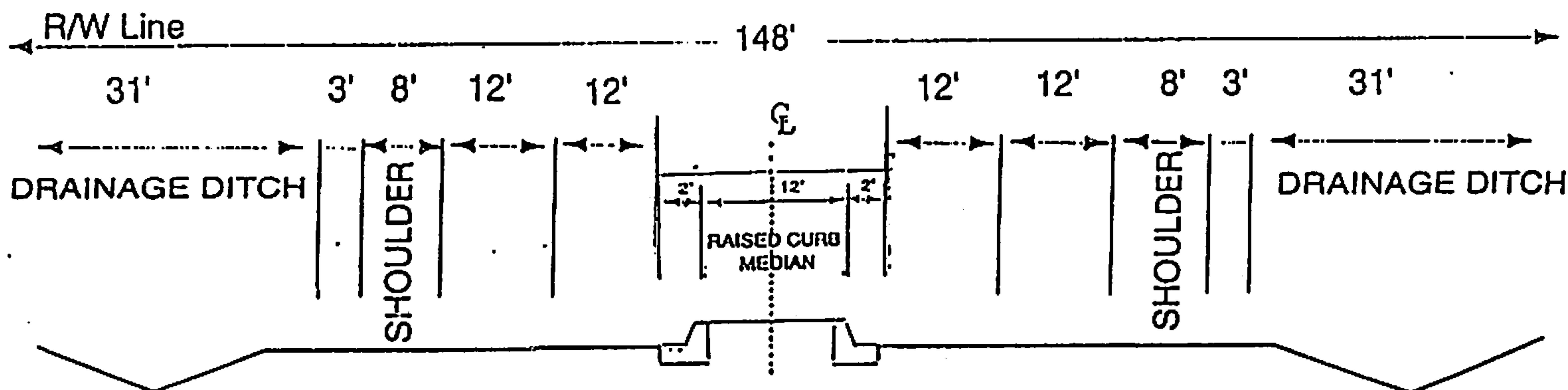
Approved as to form

  
\_\_\_\_\_  
James Darrow, City Attorney





IN URBAN ENVIRONMENT WITH CITY PROVIDING  
STROM DRAINS ON STATE HIGHWAY.

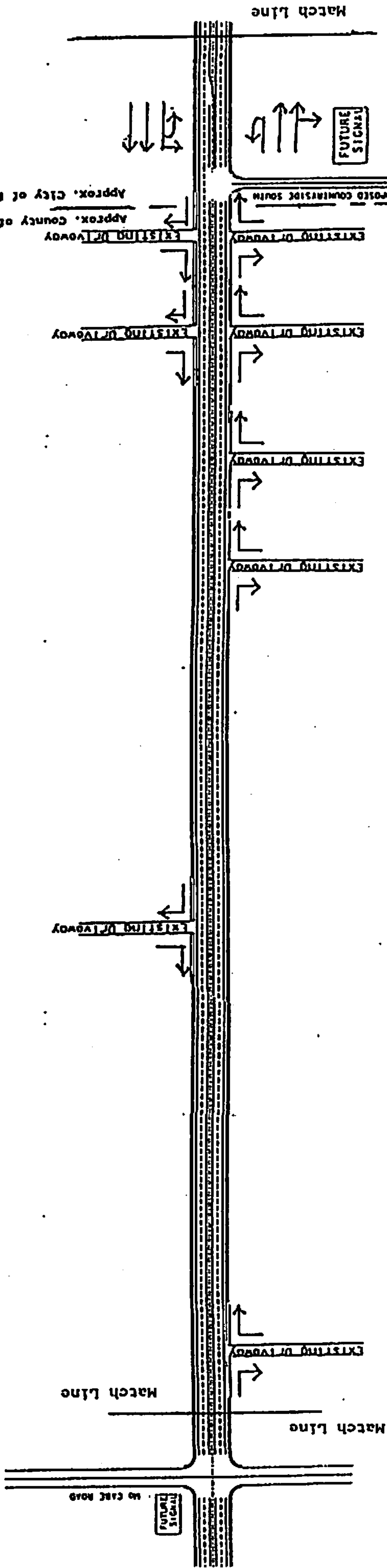


IN URBAN ENVIRONMENT  
WITHOUT STORM DRAIN ACCESS.

- Note: 1. USED TO PREVENT LEFT TURNS EXCEPT AT DESIGNATED INTERSECTIONS.  
2. ADDITIONAL R.W REQUIRED AT INTERSECTIONS FOR TURN POCKETS.

## TYPICAL CROSS SECTIONS 4-LANE DIVIDED HIGHWAY No Scale Attachment 1





DRAFT

MAJOR INTERSECTION

All moves permitted

ATTACHMENT 2

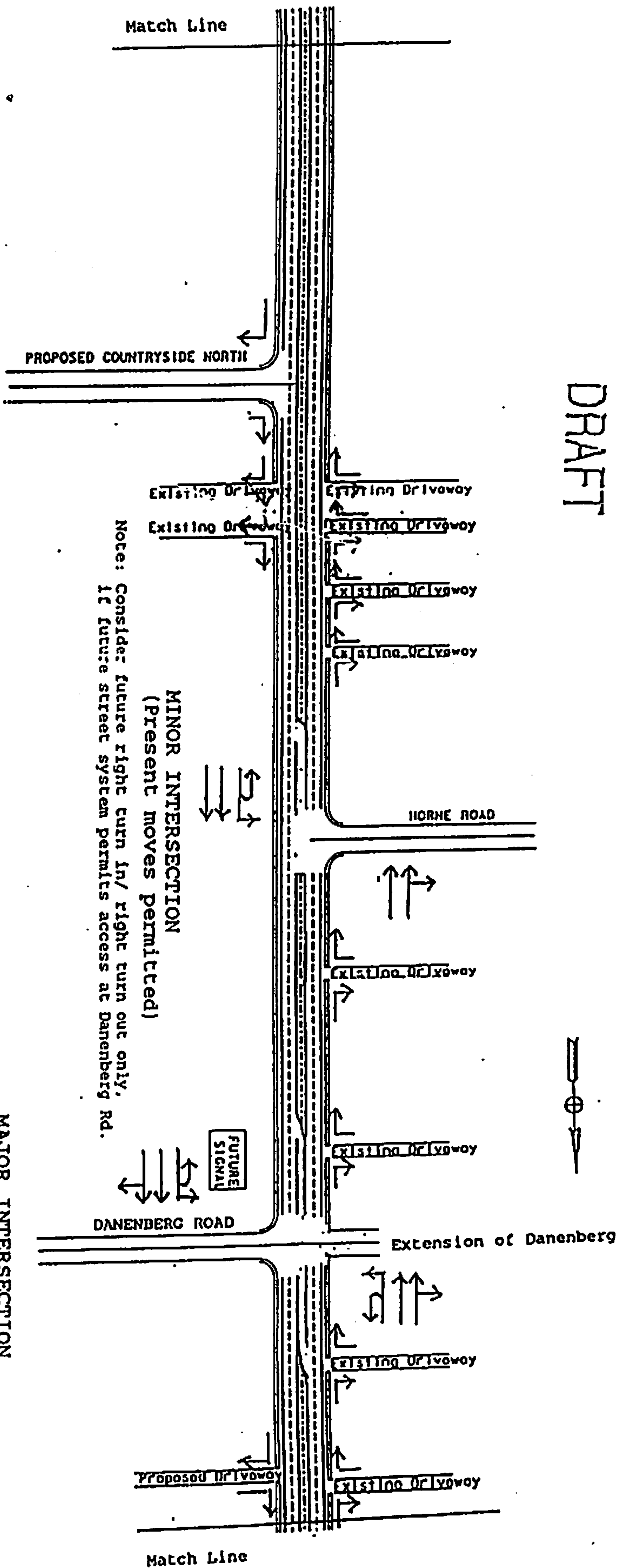
SR-86 Access Management

Sheet 9 of 11

Note: All private driveways to be right turn in / right turn out when SR-86 is widened to 4 lanes at their location.  
(Additional Driveways beyond those shown may exist)



DRAFT



MINOR INTERSECTION

Note: The development agreement for Countryside Estates may permit left turns to allow for phasing of the development. Left turns should be eliminated when adequate access can be provided at the southerly major intersection location.

MINOR INTERSECTION  
(Present moves permitted)

Note: Consider future right turn in/ right turn out only. If future street system permits access at Danenberg Rd.

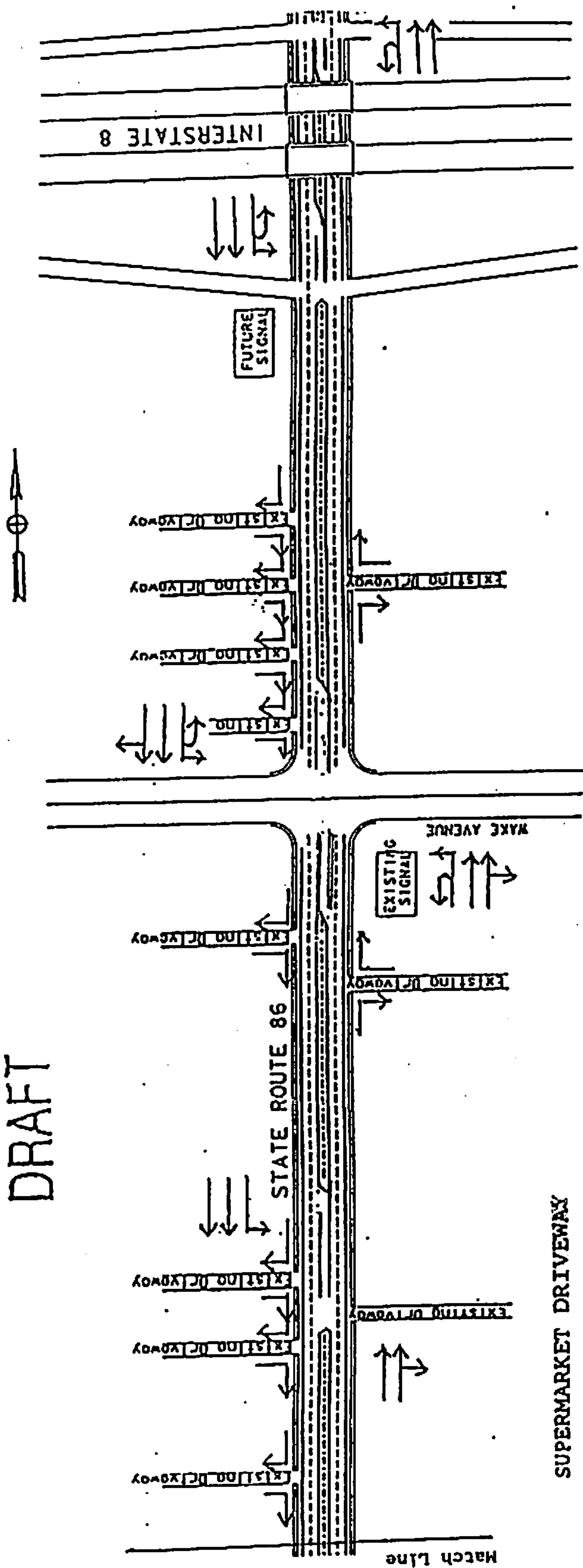
MAJOR INTERSECTION

All moves permitted

Note: All private driveways to be right turn in / right turn out when SR-86 is widened to 4 lanes at their location.  
(Additional Driveways beyond those shown may exist)



DRAFT



SUPERMARKET DRIVEWAY  
(Present moves permitted)

Note: May require future signal and/or elimination of left turns from driveway to southbound SR-86.

MAJOR INTERSECTION

All moves permitted

Note: All private driveways to be right turn in / right turn out when SR-86 is widened to 4 lanes at their location.  
(Additional Driveways beyond those shown may exist)



RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL  
CENTRO RESCINDING RESOLUTION NO. 97-3 AND  
TERMINATING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF EL CENTRO AND CALTRANS  
RELATED TO FUTURE IMPROVEMENTS OF STATE ROUTE  
86

WHEREAS, the City Council of the City of El Centro ("City Council") approved Resolution 97-3 authorizing a Memorandum of Understanding ("MOU") between the City of El Centro ("City") and the State of California Department of Transportation ("Caltrans") to manage access to State Route 86 south of Interstate 8; and

WHEREAS, the City Council wishes to provide for safe growth within the City by working with the development community and regulatory agencies such as Caltrans; and

WHEREAS, the MOU no longer represents current City or Caltrans review processes; and

WHEREAS, the City Council finds that its rescission of Resolution 97-3 and termination of the MOU will be in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS;

1. That the foregoing is true, correct and adopted.
2. That the City Council does hereby rescind Resolution 97-3 and terminates the MOU.
3. That the Acting City Manager is authorized to notify Caltrans in writing of the City's termination of the MOU.
4. That City staff is directed to work with Caltrans to explore the need for a new MOU and, if needed, return to Council with a new MOU for consideration.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the        day of        , 2025.

CITY OF EL CENTRO

By \_\_\_\_\_  
Sonia Carter, Mayor

ATTEST:

By \_\_\_\_\_  
Norma Wyles, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

By \_\_\_\_\_  
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) ss  
CITY OF EL CENTRO )

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25-\_\_\_\_\_ was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By \_\_\_\_\_  
Norma Wyles, City Clerk



**City Council of the City of El Centro**

1275 W. Main Street  
El Centro, CA 92243

**SUBMITTED**

**ACTION ITEM (ID # 2025-277)**

**Item: 8.**

Meeting: 9/2/2025 3:30 PM

Department: Community Services

Category: Resolution

Prepared by: Clara Obeso, Comm.

Services Specialist

Department Head: Adriana Nava

DOC ID: 2025-277

---

**Public Hearing to Approve the 2024/2025 Consolidated Annual Performance and Evaluation Report (CAPER), Approval of the CAPER, and Authorization for Staff to Submit the CAPER to the U.S. Department of Housing and Urban Development (HUD).**

**CITY MANAGER'S RECOMMENDATION:**

1. Staff recommends the City Council open the public hearing, solicit public input on the 2024/2025 Draft Consolidated Annual Performance and Evaluation Report (CAPER) and approve the CAPER.

2. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT 2024/2025 AS PART OF THE END OF THE YEAR REQUIREMENT REPORT PROVIDED TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT UNDER THE ENTITLEMENT GRANTEE PROGRAM.

**FISCAL IMPACT:**

The public hearing and approval of the Consolidated Annual Performance and Evaluation Report (CAPER) do not have a fiscal impact on the general fund.

**STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:**

Recreation & Lifelong Learning  
City Beautification, Engagement & Civic Pride  
Economic Opportunity

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

N/A

**BACKGROUND:**

The City of El Centro is designated as an entitlement community by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). The City completed its 2024/2025 CDBG Program Year on June 30, 2025. For Program Year 2024/2025, the City allocated \$526,655 in CDBG funds and \$20,000 in State Program Income funds.

HUD requires entitlement communities receiving CDBG funds to annually review and publicly report on the progress made in carrying out its Annual Action Plan. The document provides an assessment of the City's performance in meeting Program Year 2024/2025 housing and community development goals, as outlined in the 2024/2025 One-Year Action Plan, adopted April 15, 2025.

**DISCUSSION:**

The Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2024, through June 30, 2025 is hereby submitted for the City Council's review and consideration. The CAPER provides a comprehensive summary of the City's progress in meeting the objectives outlined in its Consolidated Plan, including:

- The racial and ethnic composition of program beneficiaries;
- Activities related to affordable housing;
- Services and programs addressing homelessness and other special needs; and
- Public housing initiatives.

Pursuant to the City's Citizen Participation Plan and in compliance with U.S. Department of Housing and Urban Development (HUD) regulations, the draft CAPER was made available for a fifteen-day public review period from August 15, 2025, through August 30, 2025. A Notice of Public Hearing for the September 2, 2025, City Council meeting was duly published in the *Imperial Valley Press*, a newspaper of general circulation. This process provided the public with an opportunity to review and comment on the City's use of federal and non-federal resources during Fiscal Year 2024/2025.

Staff recommends that the City Council approve the CAPER as presented. Approval of this report is a mandatory requirement for the continued receipt of Community Development Block Grant (CDBG) funding.

#### **CONCLUSION:**

It is the Staff's recommendation the City Council open the public hearing, solicit public input on the 2024/2025 Draft Consolidated Annual Performance and Evaluation Report and provide comments.

Staff recommends the City Council adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT 2024/2025 AS PART OF THE END OF THE YEAR REQUIREMENT REPORT PROVIDED TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT UNDER THE ENTITLEMENT GRANTEE PROGRAM.

#### **ATTACHMENTS:**

1. Resolution FINAL
2. 2024 El Centro CAPER\_Final Draft

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT 2024/2025 AS PART OF THE END OF THE YEAR REQUIREMENT REPORT PROVIDED TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT UNDER THE ENTITLEMENT GRANTEE PROGRAM

WHEREAS, the City Council of the City of El Centro, California (the “City Council”) has submitted to the Department of Housing and Urban Development its Community Development Block Grant Five-Year Consolidated Plan (2024-2028), 2024-2025 Annual Action Plan and Citizens Participation Plan for funding under the Entitlement Grantee Program; and

WHEREAS, the City of El Centro staff has prepared the Consolidated Annual Performance and Evaluation Report (“CAPER”), which is a summary of the City’s progress toward meeting specified goals and objectives during the reporting period from July 1, 2024, through June 30, 2025, that contains a summary of the one-year accomplishments addressed in the 2024-2025 Annual Action Plan; and

WHEREAS, the City Council finds that its approval of the CAPER is in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct, and adopted hereby.
2. That the City Council does hereby approve the CAPER, an original copy of which is on file in the office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the            day of            , 2025.

CITY OF EL CENTRO

By \_\_\_\_\_  
Sonia Carter, Mayor

ATTEST:

By \_\_\_\_\_  
Norma Wyles, City Clerk

APPROVED AS TO FORM  
Office of the City Attorney

By \_\_\_\_\_  
Elizabeth Martyn Evans, City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF IMPERIAL        ) ss  
CITY OF EL CENTRO            )

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25-\_\_\_\_\_ was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

By \_\_\_\_\_  
Norma Wyles, City Clerk



# 2024-2025 CAPER

**C**onsolidated  
**A**nnual  
**P**erformance and  
**E**valuation  
**R**eport





# 2024 | EL CENTRO 2025 | CAPER SUMMARY



Provide Decent & Affordable Housing

8

Housing units with corrected code violations

9

New residential cases received violations and working towards correction

\$733K

CDBG dollars spent



275

Individuals Served in the Community

8

Household Units Assisted



Support the Continuum of Care for the Homeless

Individuals provided with wrap around services for currently unhoused. The City exceeded it's service goal and assisted **30 more** individuals than anticipated.



Promote Equal Housing Opportunity

Provide Community & Supportive Services

101

Seniors were provided with home delivered meals

4

Domestic violence survivors were provided with supportive services.

82

Individuals were provided with fair housing services.



2024 CDBG Sidewalk and Ramps Improvement Project

Completed construction of 2,747 lineal feet (LF) of sidewalks, 279 LF of curb and gutter, 41 curb ramps and 19 driveways.



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## CR-05 - GOALS AND OUTCOMES

---

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan.**

#### **91.520(a)**

The FY 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) highlights the results and benefits produced by the City of El Centro as projected in the City's FY 2024-2029 Consolidated Plan, which includes the 2024-2025 Annual Action Plan. This performance report focuses on outcomes achieved with CDBG funds.

The CAPER covers July 1, 2024 to June 30, 2025 and represents the first year of reporting within the City's Five-Year Consolidated Plan period (2024-2029). The Consolidated Plan, otherwise known as the "Con Plan," serves as a five-year road map and includes comprehensive goals and coordinated strategies to address the housing and community needs of low and moderate income residents. The 2024-2029 Con Plan specifies the following priority needs:

- Provide decent and affordable housing
- Support the continuum of care for the homeless
- Promote equal housing opportunity
- Provide community facilities and infrastructure
- Provide community and supportive services
- Encourage economic development opportunities

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

| Goal                                       | Category                                                | Source / Amount | Indicator                                                                | Unit of Measure        | Expected – Strategic Plan | Actual – Strategic Plan | Perc-ent Comp-lete | Expected – Program Year | Actual – Program Year | Percent Complete |
|--------------------------------------------|---------------------------------------------------------|-----------------|--------------------------------------------------------------------------|------------------------|---------------------------|-------------------------|--------------------|-------------------------|-----------------------|------------------|
| Activities for Youth and At-Risk Youth     | Non-Homeless Special Needs                              | CDBG: \$30,000  | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted       | 1500                      | 0                       | 0.00%              |                         |                       |                  |
| Asbestos Testing and Removal               | Affordable Housing                                      | CDBG: \$50,000  | Homeowner Housing Rehabilitated                                          | Household Housing Unit | 5                         | 0                       | 0.00%              | 1                       | 0                     | 0.00%            |
| Blight and Substandard Housing Elimination | Affordable Housing<br>Non-Housing Community Development | CDBG: \$50,000  | Buildings Demolished                                                     | Buildings              | 1                         | 0                       | 0.00%              |                         |                       |                  |
| Code Enforcement                           | Non-Housing Community Development                       | CDBG: \$425,000 | Housing Code Enforcement/Foreclosed Property Care                        | Household Housing Unit | 750                       | 8                       | 1.07%              | 100                     | 8                     | 8.00%            |
| Crime and Fire Awareness and Prevention    | Non-Homeless Special Needs                              | CDBG: \$5,000   | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted       | 100                       | 0                       | 0.00%              |                         |                       |                  |
| Domestic Violence Support Services         | Homeless Non-Homeless Special Needs                     | CDBG: \$30,000  | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted       | 340                       | 4                       | 1.18%              | 5                       | 4                     | 80.00%           |

| Goal                                            | Category                          | Source / Amount | Indicator                                                                            | Unit of Measure        | Expected – Strategic Plan | Actual – Strategic Plan | Percent Complete | Expected – Program Year | Actual – Program Year | Percent Complete |
|-------------------------------------------------|-----------------------------------|-----------------|--------------------------------------------------------------------------------------|------------------------|---------------------------|-------------------------|------------------|-------------------------|-----------------------|------------------|
| Emergency Public Support Services               |                                   | CDBG: \$250,000 | Public service activities for Low/Moderate Income Housing Benefit                    | Households Assisted    | 5                         | 0                       | 0.00%            |                         |                       |                  |
| Employment Opportunities                        | Non-Housing Community Development | CDBG: \$20,000  | Jobs created/retained                                                                | Jobs                   | 2                         | 0                       | 0.00%            |                         |                       |                  |
| Energy Efficiency                               | Affordable Housing                | CDBG: \$10,000  | Homeowner Housing Rehabilitated                                                      | Household Housing Unit | 4                         | 0                       | 0.00%            |                         |                       |                  |
| Expand the Economic Base                        | Non-Housing Community Development | CDBG: \$50,000  | Businesses assisted                                                                  | Businesses Assisted    | 2                         | 0                       | 0.00%            |                         |                       |                  |
| Homeless Women, Children, and Families          | Non-Homeless Special Needs        | CDBG: \$30,000  | Homeless Person Overnight Shelter                                                    | Persons Assisted       | 180                       | 0                       | 0.00%            |                         |                       |                  |
| Housing Rehabilitation Program                  | Affordable Housing                | CDBG: \$450,000 | Homeowner Housing Rehabilitated                                                      | Household Housing Unit | 3                         | 0                       | 0.00%            |                         |                       |                  |
| Infrastructure in Support of Affordable Housing | Affordable Housing                | CDBG: \$50,000  | Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit | Households Assisted    | 5                         | 0                       | 0.00%            | 1                       | 0                     | 0.00%            |

| Goal                                    | Category                          | Source / Amount                              | Indicator                                                                | Unit of Measure        | Expected – Strategic Plan | Actual – Strategic Plan | Perc-ent Comp-lete | Expected – Program Year | Actual – Program Year | Percent Complete |
|-----------------------------------------|-----------------------------------|----------------------------------------------|--------------------------------------------------------------------------|------------------------|---------------------------|-------------------------|--------------------|-------------------------|-----------------------|------------------|
| Lead Based Paint Reduction              | Affordable Housing                | CDBG: \$25,000                               | Homeowner Housing Rehabilitated                                          | Household Housing Unit | 5                         | 0                       | 0.00%              | 1                       | 0                     | 0.00%            |
| Promote Fair Housing                    | Affordable Housing Public Housing | CDBG: \$250,000                              | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted       | 700                       | 0                       | 0.00%              | 168                     | 82                    | 48.00%           |
| Public Services for Homeless            | Homeless                          | CDBG: \$50,000<br>PLHA: \$                   | Homelessness Prevention                                                  | Persons Assisted       | 12500                     | 88                      | 0.00%              | 58                      | 88                    | 151.00%          |
| Support Services for Seniors            | Non-Homeless Special Needs        | CDBG: \$60,000<br><br>Program Income: \$3000 | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted       | 500                       | 101                     | 20.20%             | 50                      | 101                   | 202.00%          |
| Support Services for the LGBT Community | Non-Homeless Special Needs        | CDBG: \$10,000                               | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted       | 250                       | 0                       | 0.00%              |                         |                       |                  |

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The City used federal funds to address five of the six priorities identified in its 2024-2029 Con Plan (2024-2025 AAP) and made significant progress in achieving its goals. Summaries of the City's 2024-2025 funding activities are:

- **Provide decent and affordable housing-** The City corrected code violations for 8 housing units. An additional 9 new residential cases received violations.
- **Support the continuum of care for the homeless-** A total of 88 unhoused individuals were provided with wrap around services. The City exceeded its service goal and assisted 30 more individuals than anticipated.
- **Provide community and supportive services-** A total of 101 seniors were provided with home delivered meals and 4 domestic violence survivors were provided with supportive services.
- **Promote equal housing opportunity-** A total of 82 individuals were provided with fair housing services.

A total of 275 individuals were served and 8 household units were assisted. As it relates to community facilities and infrastructure, one of the major accomplishments was the completion of construction for the Sidewalk and ADA Curb Ramps Improvement Project. The project included the construction of 2,747 lineal feet (LF) of sidewalks, 279 LF of curb and gutter, 41 curb ramps, and 19 driveways. Staff are currently processing final payment and closeout for this project. Beneficiary data will be counted in the 2025 CAPER. To reduce costs, the project design was completed in-house by the City's Engineering Division.

## CR-10 - RACIAL AND ETHNIC COMPOSITION OF FAMILIES ASSISTED

---

**Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)**

*Table 2 – Table of assistance to racial and ethnic populations by source of funds*

| Race and Ethnicity                        | CDBG       |
|-------------------------------------------|------------|
| White                                     | 237        |
| Black or African American                 | 11         |
| Asian                                     | 2          |
| American Indian or American Native        | 4          |
| Native Hawaiian or Other Pacific Islander | 21         |
| <b>Total</b>                              | <b>275</b> |
| Hispanic                                  | 180        |
| Not Hispanic                              | 95         |
| <b>Total</b>                              | <b>275</b> |

### Narrative

The City of El Centro and its subrecipients identify and prioritize community needs and offer services and programs to eligible persons/households regardless of race or ethnicity. Table 2 in Section CR-10 is generated by the HUD CAPER template, and the information reported reflects demographic information provided by the persons/households. The majority of program beneficiaries identified as white (237) and Hispanic (180).

## CR-15 - RESOURCES AND INVESTMENTS 91.520(A)

### Identify the resources made available

**Table 3 - Resources Made Available**

| Source of Funds | Source           | Resources Made Available | Amount Expended During Program Year |
|-----------------|------------------|--------------------------|-------------------------------------|
| CDBG            | public - federal | 526,655                  | \$733,905                           |
| Other           | public - state   | 3,471,200                | \$900,000                           |

### Narrative

The FY 2024-2025 allocation for CDBG was \$526,655. Approximately fifteen percent (15%) of the allocation of CDBG funds was allocated for public service programs that provide benefits to low and moderate income persons and households. Twenty percent (20%) of the funds were allocated for planning and administration costs. The remaining funds were made available for public facilities and code enforcement. The \$703,905 expended during the program year includes some prior year funds.

No program income was received in FY 2024.

Of the \$3.4 million of other resources made available, the City expended approximately \$900,000 for the benefit of low and moderate income households and individuals. The City has spent approximately \$800,000 of PLHA funds and \$100,000 of HOME program income.

The following funding comprises the \$3.4 million in other resources:

- \$451,200 – HELP Program for down payment assistance (updating guidelines)
- \$120,000- Program income generated from state HOME loans
- \$400,000- State HOME grant for homeowner rehab (pending agreement)
- \$2,773,039- Permanent Local Housing Allocation (PLHA) funding

### Identify the geographic distribution and location of investments

**Table 4 – Identify the geographic distribution and location of investments**

| Target Area       | Planned Percentage of Allocation | Actual Percentage of Allocation | Narrative Description                                                                                        |
|-------------------|----------------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------|
| CDBG Project area | 61                               | 80%                             | City expended \$526,655 of project costs during the program year. \$423,848 were spent in CDBG target areas. |



## Narrative

The City prioritizes spending CDBG funds in areas within City limits where more than 50% of the households have an income that is 80% of the AMI or lower. The map in Appendix A demonstrates the targeted areas of need for activities with area benefits outcome indicators. The areas include:

- Census Tract 112.02, Block Groups 1-4
- Census Tract 114, Block Groups 2 and 3
- Census Tract 115, Block Groups 1-4
- Census Tract 116, Block Groups 2 and 3
- Census Tract 117, Block Groups 1
- Census Tract 118.02, Block Groups 1

Of the above identified Census Block Groups, the below Groups are identified as location where more than 75% of the households are at or below 80% of the AMI.

- Census Tract 112.02, Block Group 1 and 3
- Census Tract 114, Block Groups 2
- Census Tract 115, Block Groups 2 and 3
- Census Tract 116, Block Group 3

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

CDBG is one of many tools the City utilizes to address housing and community development needs.

The City is estimated to be awarded \$2.7 million of Permanent Local Housing Allocation (PLHA) over a five-year period. These funds are primarily utilized to support persons who are experiencing or at risk of homelessness. Activities include:

- Low income housing development to produce affordable housing units (Jacaranda Gardens)
- Working Hands Program, a workforce development program that also provides navigation center resources for those experiencing homelessness
- Accessibility improvements to support ADA modifications to low income households

City staff continues to collaborate with interested developers to identify funding sources for the construction of new affordable multi-family housing. The types of funding that are pursued include tax-exempt mortgage revenue bonds, State of California Multi-Family Housing Program, and tax credits. The City has effectively partnered and plans to continue partnering with affordable housing developers and lenders to create new affordable housing units in the city.

The City will also continue supporting the efforts of the Imperial Valley Housing Authority (IVHA) to obtain state and federal funds for the construction of affordable housing for lower income households.

The City received approximately \$400,000 from CA HCD for the city's Housing Rehabilitation Program. This program is designed to provide qualified low-income owner-occupied households with low interest rate loans to rehabilitate or reconstruct their single-family residence. The City is utilizing CDBG funds in conjunction with state HOME funds to rehab homes. CDBG funds will be utilized for lead based paint reduction and asbestos testing and removal.

Additionally, the City sold a 5.91 acre property that was previously owned by the dissolved redevelopment agency to a developer to facilitate the construction of a 96-unit multi-family affordable housing.

## CR-20 - AFFORDABLE HOUSING 91.520(B)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

**Table 5 – Number of Households**

| -                                                                          | One-Year Goal | Actual   |
|----------------------------------------------------------------------------|---------------|----------|
| Number of Homeless households to be provided affordable housing units      | 0             | 0        |
| Number of Non-Homeless households to be provided affordable housing units  | 2             | 0        |
| Number of Special-Needs households to be provided affordable housing units | 0             | 0        |
| <b>Total</b>                                                               | <b>2</b>      | <b>0</b> |

**Table 6 – Number of Households Supported**

| -                                                                    | One-Year Goal | Actual   |
|----------------------------------------------------------------------|---------------|----------|
| Number of households supported through Rental Assistance             | 0             | 0        |
| Number of households supported through The Production of New Units   | 0             | 0        |
| Number of households supported through Rehab of Existing Units       | 2             | 0        |
| Number of households supported through Acquisition of Existing Units | 0             | 0        |
| <b>Total</b>                                                         | <b>2</b>      | <b>0</b> |

### Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In PY 2024-2025, the City did not report any beneficiaries for households supported; however, the City is actively working to sign an agreement with the state (HCD) to receive funds for homeowner rehab. The City's Homeowner Rehab Program will utilize CDBG funds for lead based paint removal and asbestos remediation.

The City used CDBG funds in FY 2024-2025 to address its housing priorities as follows:

Provision of Fair Housing services to 82 El Centro residents

In October 2024, Jacaranda Gardens, a 96-unit affordable housing community, opened to the public and began leasing. This project was a multi-year effort initiated by the City and in partnership with Chelsea Investment Corporation. The housing complex serves low income families earning 30% to 60% of AML. This project utilized multiple funding sources including

California Climate Investments, Affordable Housing and Sustainable Communities Program, California Tax Credit Allocation Committee (TCAC), California Debt Limit Allocation Committee (CDLAC), and Imperial Valley Housing Authority Project Based Vouchers. Approximately \$520,000 of PLHA funds contributed to this development. While CDBG funds were not utilized for the development, sidewalk improvements supported the larger goal of building with a sustainable transportation infrastructure in mind.

### **Discuss how these outcomes will impact future annual action plans.**

In the upcoming program year, City staff will continue to work with HCD to launch the City's homeowner rehabilitation program. The program will be marketed in the local English and Spanish news publications, as well as the City's social media to generate interest for participation in the program.

### **Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

***Table 7 – Number of Households Served***

| <b>Number of Households Served</b> | <b>CDBG Actual</b> | <b>HOME Actual</b> |
|------------------------------------|--------------------|--------------------|
| Extremely Low-income               | 0                  | 0                  |
| Low-income                         | 0                  | 0                  |
| Moderate-income                    | 0                  | 0                  |
| <b>Total</b>                       | <b>0</b>           | <b>0</b>           |

### **Narrative Information**

In Program Year 2024, no beneficiaries were reported.

## **CR-25 - HOMELESS AND OTHER SPECIAL NEEDS 91.220(D, E); 91.320(D, E); 91.520(C)**

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### **Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of El Centro is part of the Imperial Valley Continuum of Care Council (hereafter referred to as "IVCCC"). The IVCCC meets quarterly to discuss service delivery and assistance to be provided to unhoused persons. Members of the IVCCC include public agencies, housing authorities, community based organizations, faith based organizations and private citizens representing the interest of the unhoused population.

The City utilized \$8,600 in CDBG funds to complement the IVCCC strategy. This funding pays for wrap around services for unhoused individuals.

The City is also utilizing a large portion of PLHA funds to fund Catholic Charities' Working Hands Program. The program provides navigation center resources to those experiencing homelessness. It is also a street program with a workforce development component; wherein individuals experiencing homelessness will be given the opportunity to provide labor services for community cleanups in exchange for a weekly wage. By targeting employment opportunity and providing job training and other resources in a coordinated way, the City strives to reduce the number of chronically homeless individuals in the community. The Working Hands Program ensures the provision of wrap around services through their Navigation Center. Services provided to program participants include assisting in obtaining State identification cards, obtaining/retrieving Social Security information and benefits, resume preparation, housing navigation, education on banking, including assistance opening a bank account, and tax assistance.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

At the start of the 2024-25 year, there was one emergency shelter operating in El Centro having a total capacity of thirty-seven (37 beds + 2 cribs). This program serves a limited clientele, specifically homeless and battered women and children through direct case management services, temporary living facilities, and referrals to other agencies or other direct assistance. The emergency shelter is operated by the Center for Family Solutions (Womanhaven).

#### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

As mentioned previously, the City of El Centro participates in the IVCCC's efforts in ending

chronic homelessness. The IVCCC coordinates services and funding to remove people from homelessness to permanent housing. Chronically homeless persons require rehabilitation services, employment training and placement, health services, and case management services to transition from homelessness to transitional housing and then to supportive/permanent housing. It continues to provide the assistance and services needed such as; crisis line 24/7, crisis intervention, advocacy, case management, counseling, emergency food and clothing, transportation, employment services, and housing services.

Additionally, to assist transitioning foster youth, the City of El Centro in partnership with Imperial Valley College Foundation developed a City-owned property to provide housing to Imperial Valley College homeless students. The Lotus Living Rise Above Resilient Community project consisted of the installation of twenty-six (26) tiny home units. The units measure 170 square feet and include, a kitchen, bathroom, bed, desk, closet, patio and washer and dryer stacked units. This project serves students with extremely low income levels and prioritizes serving former foster youth. The Lotus Living complex continues to be fully occupied and has a success rate greater than 90 percent at remaining housed.

To avoid homelessness, the City also encourages families who may be experiencing foreclosure to seek assistance from the City's fair housing provider, Inland Fair Housing and Mediation Board, to find ways in which way they can remain in their home.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City works collaboratively with Imperial County, IVHA, and the IVCCC to prevent individuals and families who were recently homeless from becoming homeless again. Initiatives and accomplishments include:

- Womanhaven continues to apply for ESG funding for rapid re-housing of victims of domestic violence who find themselves homeless and in addition serves other persons who find themselves homeless for other reasons. Persons served are single individuals and single parents with children.
- The Imperial Valley Regional Occupational Program (IVROP) provides housing services for former foster youth and will continue to provide those services under a program known as Transitional Aged Youth program (TAY).
- In terms of preventing homelessness among veterans and their families, the Imperial Valley Housing Authority (IVHA) prioritizes assisted affordable housing to veterans of the Armed Forces. IVHA was awarded 10 VASH vouchers to provide permanent housing to Veteran's experiencing homelessness in the region.
- Achieved a 98% successful utilization of emergency housing vouchers

The IVCCC has also developed a valuable resource guide that lists available service providers, helping individuals and families to easily access community services. The guide includes the

name of each organization, its location, contact information, and the type of services offered.

It is also the City's intent to continue supporting the efforts of local nonprofit agencies such as Womanhaven to obtain funds to provide rapid re-housing assistance. This agency provides supportive services to help individuals and families quickly secure housing and provide short-term financial and rental assistance.

## CR-30 - PUBLIC HOUSING 91.220(H); 91.320(J)

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### **Actions taken to address the needs of public housing**

The City of El Centro does not operate its own public housing authority and relies on the Imperial Valley Housing Authority (IVHA) for public housing and administration of Housing Choice Vouchers. This year, 2025 marks IVHA's Diamond Jubilee which is the authority's 75th anniversary of providing decent, safe and sanitary housing to those most in need in the Imperial Valley community.

IVHA maintains 167 public housing units in the City. IVHA received 10 Veterans Affairs Supportive Housing (VASH) vouchers to provide permanent supportive housing to veterans experiencing homelessness. A total of 8 of the VASH vouchers are being utilized in El Centro. IVHA was also allocated Project Based Vouchers (PBV) for Jacaranda Gardens.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

IVHA encourages public housing residents to attend meetings and provide feedback and input. IVHA and Community Valley Bank continue to offer the Workforce Initiative Subsidy for Homeownership (WISH) offered by the Federal Home Loan Bank of San Francisco (FHLBSF). This program assists income qualified first time home buyers by providing a 3:1 match on homebuyer contribution up to \$29,000 for down payment and closing costs. IVHA continues to work with Community Valley Bank to provide the WISH grant to housing participants. Two Housing Choice Voucher participants have utilized the WISH and USDA FTHB programs. One public housing family has utilized the USDA program.

The Imperial Valley Housing Authority established The Family-Self Sufficiency Program (FSS) to assist Section 8 residents and Public Housing (PH) families to gain economic independence from all governmental assistance. Information regarding the FSS and WISH program are made available to visitors to the IVHA's lobby. Financial literacy material is also available. The display also features pictures of recent FSS program graduates who have successfully purchased homes.

IVHA also awarded scholarships to high school graduates living or participating in IVHA housing programs.

### **Actions taken to provide assistance to troubled PHAs**

IVHA is not identified as a troubled PHA.



## CR-35 - OTHER ACTIONS 91.220(J)-(K); 91.320(I)-(J)

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### **Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

For PY 2024/2025, the City allocated \$15,000 of CDBG funds for housing rehabilitation activities, which included the Lead Based Paint and Asbestos Abatement Programs in support of the Housing Rehabilitation Program.

The City of El Centro works to remove barriers to affordable housing and the financial impact of them. Efforts to protect public health and safety include taking actions to reduce development costs or provide financial incentives to assist in the production of safe, high quality, and affordable housing.

The City in its Zoning Ordinance has a density bonus program which offers incentives and/or concessions that make the provision of affordable housing more feasible. In accordance with SB 1818 and SB 435, developers of qualifying affordable housing and senior housing projects are entitled to a density bonus of up to 35% over the otherwise maximum allowable residential density under the applicable zoning district. Developers of qualifying projects are also entitled to at least one concession or incentive and may utilize those concessions on parking requirements. The Jacaranda Gardens project benefited from a density bonus. The City will continue to work with developers on a case-by-case basis to provide regulatory concessions and incentives to assist them with the development of affordable and senior housing.

In updating the Zoning Ordinance in 2022, the City included provisions for accessory dwelling units and junior accessory units that provides the opportunity for property owners to add one or potentially two dwelling units on sites with a single-family residence. The City of El Centro offers pre-approved accessory dwelling unit plans available at no cost to the public. In most circumstances, these units are not required to provide additional parking or open space requirements which would otherwise reduce the density.

To ensure the development of affordable housing, the City will continue to make efforts to ensure that developmental review processes are efficient, fees reasonable, and that the development industry is involved in the formulation of policies regarding review processes and fees.

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

A major obstacle to addressing the underserved needs is the lack of adequate funding, especially for affordable housing activities. With the dissolution of redevelopment in California, and reduced state and federal funding levels, the City's ability to address the extensive needs in the community is seriously compromised. The City continues to aggressively pursue other

funding opportunities through the state and other sources.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

As part of the inspection process for the Housing Rehabilitation for residences built prior to 1978, the City requires inspections for the potential presence of lead-based paint and the potential hazard such paint may pose to occupants of the residence. If the inspection reveals that a potential hazard exists, the City requires full testing, mitigation, and removal of the lead-based paint hazard in accordance with HUD regulations.

CDBG funds are provided as a grant for the testing and abatement of lead-based paint hazards through the Housing Rehabilitation Program. It is anticipated this program will serve low-income residents during the 2025 program year.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

In an effort to reduce the number of households in poverty, El Centro will continue to support the use of existing county job training and social service programs to enhance employment marketability, household income, and housing options. In addition, the City participates in various county-sponsored programs by providing City Hall as a worksite, providing temporary positions with supervision, training, and performance evaluations to indicate their degree of success.

In PY 2024-2025, the City spent approximately \$70,000 of CDBG funds on public services. These funds included services for Fair Housing, homeless services, meals for homebound seniors, and services for domestic violence survivors.

### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The institutional structure for delivering CDBG programs and services to low and very-low income families and individuals involves public, private, and non-profit agencies. Partnerships are utilized internally among City departments to administer sidewalk improvements and improvement of public facilities.

### **Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City maintains a list of interested potential applicants for the CDBG Annual Action Plan Request for Proposals (RFP) process. A letter announcing the availability of funds along with the RFP application is mailed to these interested agencies annually. In addition, notices are published in our local English and Spanish newspapers and on the City's website. Applications for public services and public facilities projects are accepted after notification for a minimum of a 30-day availability period. In addition, staff conducts two public meetings to provide technical assistance to interested citizens and agencies in understanding and applying for El Centro's CDBG funds.

During the preparation of the most recent Analysis of Impediments to Fair Housing Choice, information was obtained through organizations and agencies who participated in a stakeholder interview, focus group, questionnaire, or written request for information., which included representatives from Inland Fair Housing and Mediation Board, Imperial Valley Housing

Authority, Imperial Valley Transit, two real estate companies, and a mortgage company.

## **Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The City of El Centro's 2024-2028 Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan (AI) was completed and accepted in June 2024. The 2024-2028 AI presents a comprehensive review of the demographic profile of El Centro and Imperial County, assesses the extent of housing needs among specific income groups and evaluates the range of available housing choices for residents. The AI also analyzes the conditions in the private market and public sector that may limit the range of housing choices or impede a person's access to housing.

Most importantly, the AI identifies impediments that may prevent equal housing access and develops solutions to mitigate or remove them. The AI lists specific impediments, the conclusions of the actions taken by the City to overcome the effects of those impediments, as well as recommended actions.

To aid in addressing the impediments to Fair Housing Choice, the City contracts with Inland Fair Housing and Mediation Board to provide Fair Housing Services which include:

- Processing of Housing Inquiries
- Complaint Investigation and Referral
- Public Education and Outreach on Fair Housing
- Reporting

During the preparation of the AI the following areas were evaluated to identify public sector fair housing impediments.

- **Policies and practices of the Imperial Valley Housing Authority**

**AI Conclusion and recommendation:** A detailed review of its policies and practices demonstrate that the IVHA affirmatively furthers fair housing choice.

**Evaluation for FY 2025-2026:** As recommended, the IVHA continues to actively encourage families to seek housing in neighborhoods with low concentrations of low-income families. Participants of the IVHA program receive comprehensive information on housing discrimination, fair housing rights, and available resources. It is crucial for participants to understand what protected classes are and to recognize instances of discrimination. Additionally, IVHA is tackling the issue of housing supply by ensuring a higher percentage of units in new developments are allocated for project-based vouchers.

- **Transit services provide to affordable housing developments and major employers by the Imperial Valley Transit**

**AI Conclusion and recommendation:** Within the current AI, it was determined that the Imperial Valley Transit (IVT) provides regularly scheduled, economical, bus service to all affordable housing development and all major employment centers. All publicly supported housing options in the city are located on or near existing bus routes. The IVT

Transit is funded and administered by the Imperial County Transportation Commission (ICTC). IVT provides fixed route bus services to all publicly supported housing developments in the city and most major employers. However, there are still challenges to accessing these services. Some recommendations and feedback from stakeholders was to expand the weekday and evening services; expand weekend services; increase service frequency on weekdays; expand fare purchase and payment options; and implement real-time bus service information.

The average IVT rider is employed and uses IVT services to travel to/from work. Among these riders, many work outside the traditional work hours of Monday-Friday from 9:00am - 5:00pm. As such, there is a demand for IVT to expand its weekday evening services, increase its service frequency, and expand weekend services to better serve the needs of this transit-dependent population. Additionally, expanding fare purchase and payment options could encourage increased ridership. Currently, riders must provide exact change when boarding the bus, or they may purchase a multi-ride pass at the transit office, City Hall, or at Imperial Valley College. Allowing passess to be purchased online and/or at a greater number of physical locations would help alleviate this challenge to accessing IVT services.

**Evaluation for FY 2024-2025:** The City received notice of award of funding through the Affordable Housing and Sustainable Communities grant program for an affordable housing development. As part of the application processes, thorough reviews were done to identify, among other items, the availability of local transit and transportation for the proposed developments.

The City will continue to work with developers to promote affordable housing developments in close vicinity to public transit services.

- **Dispersal or concentration of group homes housing**

**AI Conclusion and recommendation:** The AI process determined that no overconcentration of group homes exists. The City will continue its practice of annually determining the number and location of licensed group homes. If an overconcentration appears to be emerging, the City will contact the California Department of Social Services, Community Care Licensing Division to implement measures that would avoid over concentration.

**Evaluation for FY 2024-2025:** During the 2024-2025 fiscal year, the City did not receive any proposed group home project applications.

- **City of El Centro Planning, Zoning, and Building Policies and Practices**

**AI Conclusion:** An analysis was conducted that was organized into five categories including Housing for Disabled People, Housing for Special Needs Populations, Affordable Housing Policies, Accessible Housing and Parking, and other Fair Housing Policies. The completed analysis demonstrates that El Centro's practices are consistent with fair housing laws and affirmatively further fair housing.

**Evaluation of FY 2024-2025:** During the 2019-2020 FY, the City was awarded grant funding from the State of California Sustainable Communities Grant program to update the Land Use and Mobility (Circulation) Elements of the General Plan and prepare an Environmental Justice Element. This update was completed consistent with applicable

fair housing laws and it was completed in June 2021. The Community Development Department completed the 2021 Housing Element Annual Report and was accepted by City Council on March 1, 2023, which establishes clear goals and objectives to inform future housing decisions. The 2021-2029 Housing Element update has been reviewed by the Department of Housing and Community Development (HCD).

- **Housing Discrimination**

**AI Conclusion and Recommendation:** Based on past trends, 40 housing discrimination cases may be filed with the IFHMB during the three year period between FY 2021-2022 and FY 2023-2024. During the same period, it is estimated that five housing discrimination cases would be filed with HUD while two to five could be filed with the California Department of Fair Employment and Housing (DFEH). With respect to the fair housing impediment of housing discrimination, the following actions will be taken

- The City will continue to offer its residents fair housing services, which will include the processing of housing discrimination complaints and landlord/tenant counseling services. Sometimes a landlord/tenant issue has as its basis a housing discrimination concern.
- Efforts will be made to increase community awareness of the Inland Fair Housing and Mediation Board (IFHMB) services through postings on the City's web pages and Community Newsletter articles. A greater community awareness of IFHMB may result in a higher number of families expressing their right to file a housing discrimination complaint.

**Evaluation of FY 2024-2025:** The City of El Centro continues to provide information on IFHMB's services on City web pages.

- **Brokerage Services**

**AI Conclusion and Recommendation:** As no private sector impediment was found to exist, no recommendations are necessary concerning brokerage services. Although no impediments were found concerning brokerage services, the City will request that the Imperial County Association of Realtors (ICAOR) accomplish the following:

- Revise the Resources tab on its website to:
  - Add a Fair Housing Information button (e.g. include information on steering, link to the Inland Fair Housing and Mediation Board, etc.)
  - Add information to the current insurance button such as the value of a C.L.U.E. Report (Comprehensive Loss Underwriting Exchange) when purchasing a home.
- Enlist the services of IFHMB to offer a 3-hour Fair Housing course. Every four years, when renewing their license, all brokers and sales persons are required to complete a course on fair housing. Currently, most renewals are accomplished through online courses.

**Evaluation of FY 2024-2025:** To date, the ICAOR has not revised their resources tab to include a Fair Housing link or information on the value of a C.L.U.E. Report. Although the City cannot dictate what information this agency provides on its website, the City will continue to request the changes be made by demonstrating the advantages of providing

for a well-informed client base.

The City of El Centro will be working with the IFHMB to offer a Fair Housing course to brokers through the ICAOR.

- **Steering**

**AI Conclusion and Recommendation:** It is not known with certainty if steering is an impediment to fair housing choice in El Centro. However, HUD statistics shows it is not a major issue. However, during the five-year period from FY 2019-2020 through FY 2023-2024, the City's fair housing provider, Inland Fair Housing & Mediation Board, will:

- Offer as part of its home buyer counseling services examples of how to detect "steering" during the home search process and how to detect "loan steering."
- Provide information to renters attending workshops on how to detect steering behavior by resident property managers.
- Continue to include "steering" as category of alleged housing discriminatory acts.

**Evaluation of FY 2024-2025:** The City of El Centro is working with Inland Fair Housing and Mediation Board (IFHMB) to ensure that dissemination of this type of information is included in their counseling and workshop opportunities.

- **Appraisal Practices**

**AI Conclusion and Recommendation:** Complaints regarding discriminatory appraisal practices are not routinely collected by local, State or Federal agencies. Would-be homebuyers are in the best position to detect potentially discriminatory practices. However, it is unknown if the lack of consumer knowledge of the scope and meaning of appraisal reports is an impediment to fair housing choice in El Centro. The following action will be taken:

- IFHMB will continue to offer homebuyer counseling services in order to 1) inform borrowers of their right to request the appraisal report and 2) provide information on the contents of the report and how to detect possible discriminatory practices.

**Evaluation of FY 2024-2025:** As per the recommendation, IFHMB will continue to offer the described homebuyer counseling services.

- **Mortgage Lending Practices**

**AI Conclusion and Recommendation:** The City's goal is to improve the loan approval rates of all racial and ethnic populations that want to buy a home located in El Centro. To improve even further the loan approval rates, borrowers can be helped to understand the loan approval process before they submit a loan application. To address possible impediments, the Inland Fair Housing and Mediation Board will:

- Continue to offer first-time home buyer seminars to explain to borrowers the need to lower debt-to-income ratios to a level acceptable to lenders. Implementation of this recommended action should result in better prepared borrowers and cause an increase in loan approval rates of all loan applicants, regardless of race or



ethnicity.

- Work with the lenders to determine why a few census tracts have high loan denial rates in order to gather information that could assist would-be homebuyers to increase the probability of garnering loan approval for homes in neighborhoods of their choice.

Per the requirements of AB 686, the city will prepare an Assessment of Fair Housing (AFH) as part of its Housing Element Update which was adopted March 1, 2022. During the preparation of the AFH, the City will conduct a multi-year analysis of loan denial rates to determine with more precision the degree to which lending discrimination exists in El Centro.

**Evaluation of FY 2024-2025:** The City of El Centro is working with IFHMB to ensure that these services are covered by their current service contract. If not included, the contract will be amended to incorporate the services.

- **Homeowners Insurance**

**AI Conclusion and Recommendation:** Evidence is unavailable on whether homebuyers in escrow who are seeking homeowner's insurance are discriminated against because of their race, color, disability or other protected characteristics. However, without adequate knowledge would-be homebuyers could pay more than they need for appropriate insurance coverage. The lack of consumer awareness of the nature of homeowners insurance may impede fair housing choice. The following actions will continue to be taken:

- IFHMB will continue to explain "homeowners insurance" and "C.L.U.E. Reports" during its homebuyer counseling services.

**Evaluation of FY 2024-2025:** As recommended, IFHMB will continue to provide information on homeowner's insurance and C.L.U.E. Reports.

- **Blockbusting/Panic Selling**

**AI Conclusion and Recommendation:** There is no evidence to indicate that blockbusting/panic selling has occurred in El Centro in recent years. Consequently, there are no actions recommended for future implementation.

**Evaluation of FY 2024-2025:** No actions taken.

- **Property Management Practices**

**AI Conclusion and Recommendation:** The survey results revealed that impediments to fair housing exist in El Centro. Therefore, subject to funding availability, the City will implement the following actions:

- Invite the apartment managers to one or more workshops; the topics could include:
  - Fair housing laws in general
  - Fair housing laws regarding occupancy limits
  - Fair housing laws regarding reasonable accommodations and

modifications

- Sample written policies regarding service and companion animals

**Evaluation of FY 2024-2025:** The City of El Centro is working with IFHMB to ensure that this service is incorporated into their Professional Services Agreement.

- **Discriminatory Advertising**

**AI Conclusion and Recommendation:** Ads containing discriminatory words or phrases are infrequently unpublished. However, ads with discriminatory words or phrases may be published in the future. Additionally, ads stating “no pets” may discourage disabled persons from applying for the apartment housing advertised in print publications. The City will accomplish the following actions:

- Ensure, if funding is available, that IFHMB accomplishes the following:
  - Annually review on-line apartment search sites. Discriminatory words or phrases should be investigated in more detail with follow-up enforcement actions, if necessary.
- Encourage the Imperial Valley Press to publish a concise “no pets” notice that indicates rental housing owners must provide reasonable accommodations for “service animals” and “companion animals” for disabled persons.

**Evaluation of FY 2024-2025:** As funding is available, the IFHMB will review ads for local housing opportunities for discriminatory words or phrases and investigate. Imperial Valley Press will be contacted regarding the “no pets” notice; however, it should be noted that due to the availability of free on-line advertising opportunities for local rental agencies, there are minimal, if any, advertisements in the local news papers.

- **Hate Crimes**

**AI Conclusion and Recommendation:** No actions are recommended as no hate crimes have been reported in El Centro in recent years.

**Evaluation of FY 2024-2025:** The City will continue to work closely with its Police Department to identify hate crimes at residential locations.

- **Population Diversity**

**AI Conclusion and Recommendation:** Since 1990 the Dissimilarity Index trend line for the Region has been higher than that of the City of El Centro. No actions are necessary as the City’s Dissimilarity Index is in either the Low or Moderate range.

**Evaluation of FY 2024-2025:** No action taken.

- **Location of Affordable Housing**

**AI Conclusion and Recommendation:** The Imperial Valley Housing Authority will continue to seek Section 8 rental housing opportunities outside census tracts with a high percentage of the populations having incomes below the poverty level. The City has transmitted to the IVHA the most recent data on poverty incomes at the census tract level. For the most part, the location of El Centro’s affordable housing stock is well disbursed. While most affordable housing developments are located in low and moderate income neighborhoods, only one has contributed significantly to the low- and



moderate-income percentage of the neighborhood in which it is located.

**Evaluation of FY 2024-2025:** As previously mentioned, the City partnered with a developer for the construction of the El Dorado Family Apartments, which is an affordable housing development completed in 2021. Although this development is located adjacent to an apartment complex with affordable housing units, it is also located across the street from a new, larger apartment development that is considered to be “luxury” apartments with no affordability restrictions.

It is evident that the provision of Fair Housing Services is critical in addressing the impediments to fair housing choice. During FY 2024-2025, IFHMB continued to provide invaluable services to the local community. Below is an example of actions taken by IFHMB during the fiscal year 2024-2025.

- Conducted nine fair housing workshops with a total of two hundred eighty-nine (289) attendees who received fair housing and landlord / tenant education. The webinars provided information on Federal and State laws, reasonable accommodations and modifications, how to recognize and report discrimination, and fair housing rights and responsibilities.
- IFHMB created an innovative social media and virtual marketing strategy to increase public awareness of fair housing rights. As part of the social media and virtual outreach and education programs, IFHMB:
  - distributed over 45 fair housing public service announcements via social media and MailChimp;
  - distributed fair housing tips via email;
  - distributed two electronic fair housing newsletters to over 1,500 newsletter subscribers;
  - provided information regarding federal and state fair housing issues via Facebook, and IFHMB website [www.ifhmb.com](http://www.ifhmb.com).

IFHMB promoted services via social media and public service announcements. In addition to screening calls for fair housing implications and provide landlord-tenant information, IFHMB has assisted residents in the City of El Centro regarding the following issues:

- Five (5) were assisted with issues related to discrimination based on disability.
- Three (3) were assisted with issues related to discrimination based on source of income.
- One (1) was assisted with issues related to arbitrary based discrimination.
- One (1) was assisted with issues related to marital status discrimination.

## CR-40 - MONITORING 91.220 AND 91.230

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### **Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

All proposed projects and subrecipient applicants are evaluated as part of the pre-award assessment. Technical assistance is provided and on-site monitoring is conducted for all subrecipients or whenever a subrecipient is showing signs of compliance issues. Desk reviews are performed continually as follows: Performance reports are reviewed monthly for progress and performance of activities. Additionally, invoices are reviewed in detail for appropriate documentation of services rendered, allowability of costs, and proof of payment. It is the City's policy that reimbursements are withheld from subrecipients whenever reports are late and until any outstanding compliance issues are resolved.

All housing rehabilitation and FTHB loan recipients are monitored on an annual basis for compliance with owner-occupancy requirements. An annual certification is sent for execution along with a request for supporting occupancy documentation, which is then placed in the borrower's loan file.

Outreach to minority and women-owned businesses is conducted as part of the City's housing programs. The contractor's list is open to all licensed contractors subject to insurance requirements and verification of their lack of placement on the Federal publication that lists debarred, suspended, and ineligible contractors. This list is updated on an annual basis. The list of participating lenders is also open to all, subject to execution of a contract with the City.

The City is cognizant of the prohibition of administering the CDBG Program in such a way as to limit access on the basis of race, color, and national origin. Additionally, steps were taken to identify under-representation of protected groups. All activities undertaken are required to report on a monthly basis the breakdown of demographic information on their clientele served.

### **Citizen Participation Plan 91.105(d); 91.115(d)**

#### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

A Notice of Public Review and Comment Period was published in the *Adelante Valle Spanish* newspaper on August 15, 2025, and the *Imperial Valley Press* newspaper on August 15, 2025, giving notice that the CAPER would be available for a 15-day review and comment period. As part of this notification, the public was advised that accommodations could be made upon request for any member of the public with hearing impairment or physical disability. The 15-day period began on August 15, 2025 and concluded on August 30, 2025. A public hearing was held on September 2, 2025 during the City of El Centro City Council meeting. The draft CAPER document was made available to the public at the City Clerk's Office, the Public Library, the Community Center, and the Economic Development Division's office during normal business hours. It was also posted on the City's website.

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

Staff is working with HCD to execute an agreement to begin administering the Housing Rehabilitation Program. The City will work to market the program and bring awareness to its residents of this program.

Staff will pursue educating project managers and applicants of the importance of readiness and timely expenditures. Technical assistance will continue to be made available upon request as part of the program project outreach.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

The City of El Centro does not have any BEDI grantees.

## CR-58 – SECTION 3

### Identify the number of individuals assisted and the types of assistance provided

**Table 8 – Total Labor Hours**

| Total Labor Hours                     | CDBG | HOME | ESG | HOPWA | HTF |
|---------------------------------------|------|------|-----|-------|-----|
| Total Number of Activities            | 0    | 0    | 0   | 0     | 0   |
| Total Labor Hours                     |      |      |     |       |     |
| Total Section 3 Worker Hours          |      |      |     |       |     |
| Total Targeted Section 3 Worker Hours |      |      |     |       |     |

**Table 9 – Qualitative Efforts - Number of Activities by Program**

| Qualitative Efforts - Number of Activities by Program                                                                                                                                                   | CDBG | HOME | ESG | HOPWA | HTF |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|-----|-------|-----|
| Outreach efforts to generate job applicants who are Public Housing Targeted Workers                                                                                                                     |      |      |     |       |     |
| Outreach efforts to generate job applicants who are Other Funding Targeted Workers.                                                                                                                     |      |      |     |       |     |
| Direct, on-the job training (including apprenticeships).                                                                                                                                                |      |      |     |       |     |
| Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.                                                                                                     |      |      |     |       |     |
| Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).                                                                                                    |      |      |     |       |     |
| Outreach efforts to identify and secure bids from Section 3 business concerns.                                                                                                                          |      |      |     |       |     |
| Technical assistance to help Section 3 business concerns understand and bid on contracts.                                                                                                               |      |      |     |       |     |
| Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.                                                                                                     |      |      |     |       |     |
| Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services. |      |      |     |       |     |
| Held one or more job fairs.                                                                                                                                                                             |      |      |     |       |     |
| Provided or connected residents with supportive services that can provide direct services or referrals.                                                                                                 |      |      |     |       |     |

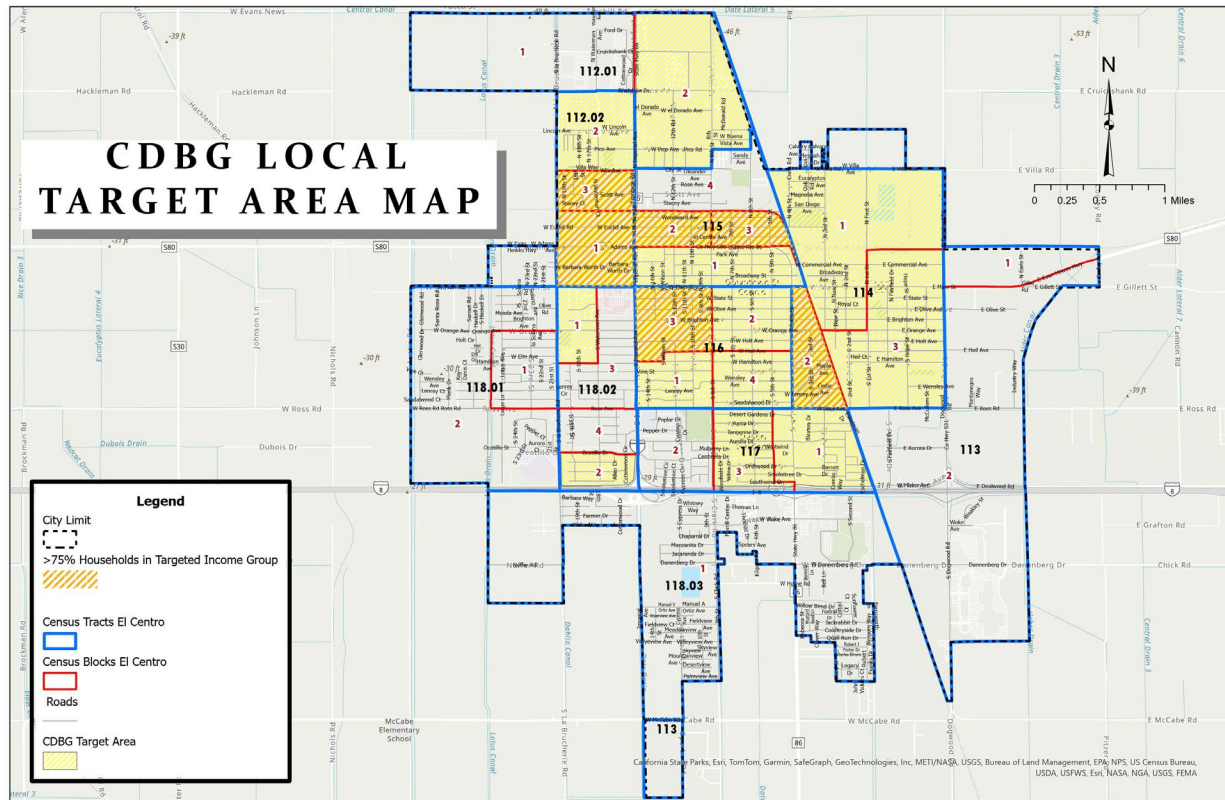
| Qualitative Efforts - Number of Activities by Program                                                                                                                                          | CDBG | HOME | ESG | HOPWA | HTF |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|-----|-------|-----|
| Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation. |      |      |     |       |     |
| Assisted residents with finding child care.                                                                                                                                                    |      |      |     |       |     |
| Assisted residents to apply for, or attend community college or a four year educational institution.                                                                                           |      |      |     |       |     |
| Assisted residents to apply for, or attend vocational/technical training.                                                                                                                      |      |      |     |       |     |
| Assisted residents to obtain financial literacy training and/or coaching.                                                                                                                      |      |      |     |       |     |
| Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.                                                                                      |      |      |     |       |     |
| Provided or connected residents with training on computer use or online technologies.                                                                                                          |      |      |     |       |     |
| Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.                                                                              |      |      |     |       |     |
| Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.                                           |      |      |     |       |     |
| Other.                                                                                                                                                                                         |      |      |     |       |     |

## Narrative

Not applicable for 2024-2025.

# APPENDIX A

## CDBG Local Target Area Map





**NOTICE OF PUBLIC HEARING  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
“DRAFT” CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)  
FOR FISCAL YEAR 2024-2025**

Pursuant to the United States Department of Housing and Urban Development (HUD) regulations, the City of El Centro has prepared the draft Consolidated Annual Performance Evaluation Report (CAPER) for the 2024-2025 Community Development Block Grant Program Year. The CAPER provides an assessment of the City's performance in meeting Fiscal Year 2024-2025 housing and community development goals as outlined in the previously adopted Fiscal Year 2024-2025 One-Year Action Plan.

Notice is hereby given that the City of El Centro has prepared the CAPER for FY 2024-2025. A copy of the CAPER is required to be made available to the public for review and comment for a fifteen (15) day period. The draft CAPER will be available for public review from August 15, 2025, to August 30, 2025, at the following locations:

- City Clerk's Office, 1275 Main Street, El Centro, CA
- Community Services Department-Economic Development Division, 1249 Main Street, El Centro, CA
- Community Center, 375 South 1<sup>st</sup> Street, El Centro, CA
- Public Library, 1198 North Imperial Avenue, El Centro, CA

A Public Hearing to solicit public comment from interested citizens will be held on **September 2, 2025, at 6:00 p.m.** or as soon thereafter as the agenda permits, at the El Centro City Council Chambers, located at 1275 Main Street, El Centro, California. The purpose of the Public Hearing for the CAPER is to allow the public the opportunity to comment on the manner in which the City utilized federal and non-federal funds for the one-year period that ended on June 30, 2025.

The City of El Centro encourages citizen participation in the CDBG process and recommends you attend the **September 2, 2025**, hearing. If special accommodations are required due to a sensory or mobility impairment/disability, please contact the Economic Development Division at (760) 337-4543 to arrange for those accommodations to be made. If you are unable to attend the hearing, written comments will be accepted up to the date of the hearing.

To participate and make a public comment, join Zoom meeting:

Join Zoom Meeting

<https://us06web.zoom.us/j/4180375132?pwd=Rmo5UjZ1cWdyV1VoWUhSZWp6R0tVZz09&omn=82973477588>

Meeting ID: 418 037 5132

Passcode: 5iHJYM

Any questions, please contact the Community Services Department - Economic Development Division at (760) 337-4543.

# # # #

Please publish once on Friday, August 15, 2025 as a legal advertisement.

Please bill:      City of El Centro  
                         Economic Development Division  
                         Attn: Clara F. Obeso  
                         1249 Main Street  
                         El Centro, CA 92243



RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT 2024/2025 AS PART OF THE END OF THE YEAR REQUIREMENT REPORT PROVIDED TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT UNDER THE ENTITLEMENT GRANTEE PROGRAM

WHEREAS, the City Council of the City of El Centro, California (the “City Council”) has submitted to the Department of Housing and Urban Development its Community Development Block Grant Five-Year Consolidated Plan (2024-2028), 2024-2025 Annual Action Plan and Citizens Participation Plan for funding under the Entitlement Grantee Program; and

WHEREAS, the City of El Centro staff has prepared the Consolidated Annual Performance and Evaluation Report (“CAPER”), which is a summary of the City’s progress toward meeting specified goals and objectives during the reporting period from July 1, 2024, through June 30, 2025, that contains a summary of the one-year accomplishments addressed in the 2024-2025 Annual Action Plan; and

WHEREAS, the City Council finds that its approval of the CAPER is in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct, and adopted hereby.
2. That the City Council does hereby approve the CAPER, an original copy of which is on file in the office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the            day of            , 2025.

CITY OF EL CENTRO

By \_\_\_\_\_  
Sonia Carter, Mayor

ATTEST:

By \_\_\_\_\_  
Norma Wyles, City Clerk

APPROVED AS TO FORM  
Office of the City Attorney

By \_\_\_\_\_  
Elizabeth Martyn Evans, City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF IMPERIAL        ) ss  
CITY OF EL CENTRO            )

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25-\_\_\_\_\_ was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

By \_\_\_\_\_  
Norma Wyles, City Clerk



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2024  
EL CENTRO , CA

DATE: 08-26-25  
TIME: 14:51  
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

|                                                           |              |
|-----------------------------------------------------------|--------------|
| 01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR  | 803,901.77   |
| 02 ENTITLEMENT GRANT                                      | 526,655.00   |
| 03 SURPLUS URBAN RENEWAL                                  | 0.00         |
| 04 SECTION 108 GUARANTEED LOAN FUNDS                      | 0.00         |
| 05 CURRENT YEAR PROGRAM INCOME                            | 0.00         |
| 05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE) | 0.00         |
| 06 FUNDS RETURNED TO THE LINE-OF-CREDIT                   | 0.00         |
| 06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT              | 191.25       |
| 07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE                  | 0.00         |
| 08 TOTAL AVAILABLE (SUM, LINES 01-07)                     | 1,330,748.02 |

PART II: SUMMARY OF CDBG EXPENDITURES

|                                                                                |            |
|--------------------------------------------------------------------------------|------------|
| 09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION | 626,899.83 |
| 10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT               | 0.00       |
| 11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)                       | 626,899.83 |
| 12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION                               | 107,005.86 |
| 13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS                                | 0.00       |
| 14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES                                    | 0.00       |
| 15 TOTAL EXPENDITURES (SUM, LINES 11-14)                                       | 733,905.69 |
| 16 UNEXPENDED BALANCE (LINE 08 - LINE 15)                                      | 596,842.33 |

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

|                                                  |            |
|--------------------------------------------------|------------|
| 17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS | 0.00       |
| 18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING       | 0.00       |
| 19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES        | 626,899.83 |
| 20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT    | 0.00       |
| 21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)       | 626,899.83 |
| 22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)      | 100.00%    |

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

|                                                                       |             |
|-----------------------------------------------------------------------|-------------|
| 23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION                         | PY: PY: PY: |
| 24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION | 0.00        |
| 25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS                 | 0.00        |
| 26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)               | 0.00%       |

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

|                                                                 |            |
|-----------------------------------------------------------------|------------|
| 27 DISBURSED IN IDIS FOR PUBLIC SERVICES                        | 70,271.23  |
| 28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR   | 0.00       |
| 29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR  | 0.00       |
| 30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS                   | 0.00       |
| 31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30) | 70,271.23  |
| 32 ENTITLEMENT GRANT                                            | 526,655.00 |
| 33 PRIOR YEAR PROGRAM INCOME                                    | 26,993.11  |
| 34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP                | 0.00       |
| 35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)                   | 553,648.11 |
| 36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)  | 12.69%     |

PART V: PLANNING AND ADMINISTRATION (PA) CAP

|                                                                |            |
|----------------------------------------------------------------|------------|
| 37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION               | 107,005.86 |
| 38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR  | 0.00       |
| 39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR | 4,224.95   |
| 40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS                  | 0.00       |
| 41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40) | 102,780.91 |
| 42 ENTITLEMENT GRANT                                           | 526,655.00 |
| 43 CURRENT YEAR PROGRAM INCOME                                 | 0.00       |
| 44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP               | 0.00       |
| 45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)                  | 526,655.00 |
| 46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45) | 19.52%     |



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
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EL CENTRO , CA

DATE: 08-26-25  
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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name                                   | Matrix Code | National Objective | Drawn Amount |
|-----------|--------------|---------------|----------------|-------------------------------------------------|-------------|--------------------|--------------|
| 2022      | 3            | 231           | 6973559        | Housing Rehab Off Site Improvements for Housing | 03L         | LMA                | \$10,000.00  |
| 2023      | 9            | 252           | 6963493        | CDBG Sidewalk Improvement Program               | 03L         | LMA                | \$1,830.99   |
| 2023      | 9            | 252           | 7004376        | CDBG Sidewalk Improvement Program               | 03L         | LMA                | \$1,500.00   |
| 2023      | 9            | 252           | 7007038        | CDBG Sidewalk Improvement Program               | 03L         | LMA                | \$103,899.60 |
| 2023      | 9            | 252           | 7010542        | CDBG Sidewalk Improvement Program               | 03L         | LMA                | \$108,456.75 |
| 2023      | 9            | 252           | 7015309        | CDBG Sidewalk Improvement Program               | 03L         | LMA                | \$61,426.15  |
| 2023      | 9            | 252           | 7018129        | CDBG Sidewalk Improvement Program               | 03L         | LMA                | \$26,741.55  |
| 2023      | 9            | 252           | 7037368        | CDBG Sidewalk Improvement Program               | 03L         | LMA                | \$1,500.00   |
| 2023      | 9            | 252           | 7048656        | CDBG Sidewalk Improvement Program               | 03L         | LMA                | \$61,101.53  |
|           |              |               |                |                                                 | 03L         | Matrix Code        | \$376,456.57 |
| 2024      | 5            | 257           | 6984665        | Senior Nutrition Program                        | 05A         | LMC                | \$17,280.00  |
|           |              |               |                |                                                 | 05A         | Matrix Code        | \$17,280.00  |
| 2024      | 4            | 256           | 6964811        | Fair Housing Services                           | 05J         | LMC                | \$2,656.82   |
| 2024      | 4            | 256           | 6973613        | Fair Housing Services                           | 05J         | LMC                | \$5,310.90   |
| 2024      | 4            | 256           | 6983097        | Fair Housing Services                           | 05J         | LMC                | \$5,317.52   |
| 2024      | 4            | 256           | 6995593        | Fair Housing Services                           | 05J         | LMC                | \$3,523.12   |
| 2024      | 4            | 256           | 7004926        | Fair Housing Services                           | 05J         | LMC                | \$5,244.68   |
| 2024      | 4            | 256           | 7015290        | Fair Housing Services                           | 05J         | LMC                | \$6,247.26   |
| 2024      | 4            | 256           | 7027956        | Fair Housing Services                           | 05J         | LMC                | \$3,135.15   |
| 2024      | 4            | 256           | 7043309        | Fair Housing Services                           | 05J         | LMC                | \$2,739.06   |
| 2024      | 4            | 256           | 7047631        | Fair Housing Services                           | 05J         | LMC                | \$1,348.78   |
|           |              |               |                |                                                 | 05J         | Matrix Code        | \$35,523.29  |
| 2024      | 6            | 258           | 7024192        | Homeless Day Center                             | 05Z         | LMC                | \$8,623.00   |
| 2024      | 7            | 259           | 6989766        | Sure Helpline                                   | 05Z         | LMC                | \$1,367.56   |
| 2024      | 7            | 259           | 7003046        | Sure Helpline                                   | 05Z         | LMC                | \$1,381.91   |
| 2024      | 7            | 259           | 7008003        | Sure Helpline                                   | 05Z         | LMC                | \$1,369.96   |
| 2024      | 7            | 259           | 7014830        | Sure Helpline                                   | 05Z         | LMC                | \$1,376.21   |
| 2024      | 7            | 259           | 7037359        | Sure Helpline                                   | 05Z         | LMC                | \$1,323.30   |
| 2024      | 7            | 259           | 7045267        | Sure Helpline                                   | 05Z         | LMC                | \$1,010.00   |
| 2024      | 7            | 259           | 7048605        | Sure Helpline                                   | 05Z         | LMC                | \$1,016.00   |
|           |              |               |                |                                                 | 05Z         | Matrix Code        | \$17,467.94  |
| 2021      | 3            | 218           | 6979723        | Housing Rehabilitation Program                  | 14A         | LMH                | \$48,789.00  |
| 2021      | 3            | 218           | 7003298        | Housing Rehabilitation Program                  | 14A         | LMH                | \$67,741.14  |
|           |              |               |                |                                                 | 14A         | Matrix Code        | \$116,530.14 |
| 2024      | 3            | 255           | 6973579        | Sidewalks in Support of Housing                 | 14J         | LMH                | \$6,250.00   |
|           |              |               |                |                                                 | 14J         | Matrix Code        | \$6,250.00   |
| 2024      | 8            | 260           | 6964809        | Code Enforcement                                | 15          | LMA                | \$214.00     |
| 2024      | 8            | 260           | 6973598        | Code Enforcement                                | 15          | LMA                | \$160.00     |
| 2024      | 8            | 260           | 6979670        | Code Enforcement                                | 15          | LMA                | \$70.00      |
| 2024      | 8            | 260           | 7002163        | Code Enforcement                                | 15          | LMA                | \$120.00     |
| 2024      | 8            | 260           | 7007794        | Code Enforcement                                | 15          | LMA                | \$31,343.84  |
| 2024      | 8            | 260           | 7015583        | Code Enforcement                                | 15          | LMA                | \$10,000.00  |
| 2024      | 8            | 260           | 7015810        | Code Enforcement                                | 15          | LMA                | \$299.00     |
| 2024      | 8            | 260           | 7023318        | Code Enforcement                                | 15          | LMA                | \$800.00     |
| 2024      | 8            | 260           | 7023340        | Code Enforcement                                | 15          | LMA                | \$1,200.79   |
| 2024      | 8            | 260           | 7033360        | Code Enforcement                                | 15          | LMA                | \$825.00     |
| 2024      | 8            | 260           | 7043561        | Code Enforcement                                | 15          | LMA                | \$12,155.23  |
| 2024      | 8            | 260           | 7043737        | Code Enforcement                                | 15          | LMA                | \$204.03     |
|           |              |               |                |                                                 | 15          | Matrix Code        | \$57,391.89  |

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|-----------|--------------|---------------|----------------|---------------|-------------|--------------------|--------------|
| Total     |              |               |                |               |             |                    | \$626,899.83 |

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity to prevent, prepare for, and respond to Coronavirus | Activity Name                                                | Grant Number | Fund Type | Matrix Code | National Objective | Drawn Amount |
|-----------|--------------|---------------|----------------|--------------------------------------------------------------|--------------------------------------------------------------|--------------|-----------|-------------|--------------------|--------------|
| 2024      | 5            | 257           | 6984665        | No                                                           | Senior Nutrition Program                                     | B23MC060596  | PI        | 05A         | LMC                | \$3,000.00   |
| 2024      | 5            | 257           | 6984665        | No                                                           | Senior Nutrition Program                                     | B24MC060596  | EN        | 05A         | LMC                | \$14,280.00  |
|           |              |               |                |                                                              |                                                              |              |           | 05A         | Matrix Code        | \$17,280.00  |
| 2024      | 4            | 256           | 6964811        | No                                                           | Fair Housing Services                                        | B24MC060596  | EN        | 05J         | LMC                | \$2,656.82   |
| 2024      | 4            | 256           | 6973613        | No                                                           | Fair Housing Services                                        | B24MC060596  | EN        | 05J         | LMC                | \$5,310.90   |
| 2024      | 4            | 256           | 6983097        | No                                                           | Fair Housing Services                                        | B24MC060596  | EN        | 05J         | LMC                | \$5,317.52   |
| 2024      | 4            | 256           | 6995593        | No                                                           | Fair Housing Services                                        | B24MC060596  | EN        | 05J         | LMC                | \$3,523.12   |
| 2024      | 4            | 256           | 7004926        | No                                                           | Fair Housing Services                                        | B24MC060596  | EN        | 05J         | LMC                | \$5,244.68   |
| 2024      | 4            | 256           | 7015290        | No                                                           | Fair Housing Services                                        | B24MC060596  | EN        | 05J         | LMC                | \$6,247.26   |
| 2024      | 4            | 256           | 7027956        | No                                                           | Fair Housing Services                                        | B24MC060596  | EN        | 05J         | LMC                | \$3,135.15   |
| 2024      | 4            | 256           | 7043309        | No                                                           | Fair Housing Services                                        | B24MC060596  | EN        | 05J         | LMC                | \$2,739.06   |
| 2024      | 4            | 256           | 7047631        | No                                                           | Fair Housing Services                                        | B24MC060596  | EN        | 05J         | LMC                | \$1,348.78   |
|           |              |               |                |                                                              |                                                              |              |           | 05J         | Matrix Code        | \$35,523.29  |
| 2024      | 6            | 258           | 7024192        | No                                                           | Homeless Day Center                                          | B24MC060596  | EN        | 05Z         | LMC                | \$8,623.00   |
| 2024      | 7            | 259           | 6989766        | No                                                           | Sure Helpline                                                | B22MC060596  | EN        | 05Z         | LMC                | \$966.74     |
| 2024      | 7            | 259           | 6989766        | No                                                           | Sure Helpline                                                | B23MC060596  | PI        | 05Z         | LMC                | \$400.82     |
| 2024      | 7            | 259           | 7003046        | No                                                           | Sure Helpline                                                | B22MC060596  | EN        | 05Z         | LMC                | \$1,381.91   |
| 2024      | 7            | 259           | 7008003        | No                                                           | Sure Helpline                                                | B22MC060596  | EN        | 05Z         | LMC                | \$1,369.96   |
| 2024      | 7            | 259           | 7014830        | No                                                           | Sure Helpline                                                | B22MC060596  | EN        | 05Z         | LMC                | \$1,376.21   |
| 2024      | 7            | 259           | 7037359        | No                                                           | Sure Helpline                                                | B22MC060596  | EN        | 05Z         | LMC                | \$1,323.30   |
| 2024      | 7            | 259           | 7045267        | No                                                           | Sure Helpline                                                | B22MC060596  | EN        | 05Z         | LMC                | \$1,010.00   |
| 2024      | 7            | 259           | 7048605        | No                                                           | Sure Helpline                                                | B22MC060596  | EN        | 05Z         | LMC                | \$1,016.00   |
|           |              |               |                |                                                              |                                                              |              |           | 05Z         | Matrix Code        | \$17,467.94  |
|           |              |               |                | No                                                           | Activity to prevent, prepare for, and respond to Coronavirus |              |           |             |                    | \$70,271.23  |
| Total     |              |               |                |                                                              |                                                              |              |           |             |                    | \$70,271.23  |

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name          | Matrix Code | National Objective | Drawn Amount |
|-----------|--------------|---------------|----------------|------------------------|-------------|--------------------|--------------|
| 2022      | 11           | 239           | 6977707        | Program Administration | 21A         |                    | \$3,800.00   |
| 2022      | 11           | 239           | 6977710        | Program Administration | 21A         |                    | \$350.00     |
| 2022      | 11           | 239           | 6977716        | Program Administration | 21A         |                    | \$74.95      |
| 2024      | 10           | 262           | 6981350        | Program Administration | 21A         |                    | \$375.00     |
| 2024      | 10           | 262           | 6981351        | Program Administration | 21A         |                    | \$1,211.90   |
| 2024      | 10           | 262           | 6981352        | Program Administration | 21A         |                    | \$956.05     |
| 2024      | 10           | 262           | 6981353        | Program Administration | 21A         |                    | \$6,348.84   |
| 2024      | 10           | 262           | 6983509        | Program Administration | 21A         |                    | \$595.00     |
| 2024      | 10           | 262           | 6983512        | Program Administration | 21A         |                    | \$745.00     |
| 2024      | 10           | 262           | 6983514        | Program Administration | 21A         |                    | \$5,513.30   |
| 2024      | 10           | 262           | 6983516        | Program Administration | 21A         |                    | \$54.36      |
| 2024      | 10           | 262           | 6983520        | Program Administration | 21A         |                    | \$1,339.47   |
| 2024      | 10           | 262           | 6983523        | Program Administration | 21A         |                    | \$586.85     |
| 2024      | 10           | 262           | 6989764        | Program Administration | 21A         |                    | \$901.73     |
| 2024      | 10           | 262           | 7003937        | Program Administration | 21A         |                    | \$1,078.43   |
| 2024      | 10           | 262           | 7008005        | Program Administration | 21A         |                    | \$880.00     |
| 2024      | 10           | 262           | 7013145        | Program Administration | 21A         |                    | \$711.80     |
| 2024      | 10           | 262           | 7013148        | Program Administration | 21A         |                    | \$44.19      |
| 2024      | 10           | 262           | 7013973        | Program Administration | 21A         |                    | \$1,612.52   |
| 2024      | 10           | 262           | 7016077        | Program Administration | 21A         |                    | \$57,009.66  |
| 2024      | 10           | 262           | 7037241        | Program Administration | 21A         |                    | \$3.00       |
| 2024      | 10           | 262           | 7037250        | Program Administration | 21A         |                    | \$271.00     |
| 2024      | 10           | 262           | 7037257        | Program Administration | 21A         |                    | \$472.58     |
| 2024      | 10           | 262           | 7037260        | Program Administration | 21A         |                    | \$895.44     |
| 2024      | 10           | 262           | 7037271        | Program Administration | 21A         |                    | \$800.00     |
| 2024      | 10           | 262           | 7037277        | Program Administration | 21A         |                    | \$141.73     |
| 2024      | 10           | 262           | 7037282        | Program Administration | 21A         |                    | \$1,905.90   |
| 2024      | 10           | 262           | 7037285        | Program Administration | 21A         |                    | \$113.03     |
| 2024      | 10           | 262           | 7037288        | Program Administration | 21A         |                    | \$522.61     |
| 2024      | 10           | 262           | 7039086        | Program Administration | 21A         |                    | \$5,317.52   |
| 2024      | 10           | 262           | 7039091        | Program Administration | 21A         |                    | \$1,329.00   |



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2024  
EL CENTRO , CA

DATE: 08-26-25  
TIME: 14:51  
PAGE: 4

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name          | Matrix Code | National Objective | Drawn Amount |
|-----------|--------------|---------------|----------------|------------------------|-------------|--------------------|--------------|
| 2024      | 10           | 262           | 7039093        | Program Administration | 21A         |                    | \$812.00     |
| 2024      | 10           | 262           | 7048615        | Program Administration | 21A         |                    | \$400.00     |
| 2024      | 10           | 262           | 7048617        | Program Administration | 21A         |                    | \$3,368.00   |
| 2024      | 10           | 262           | 7053343        | Program Administration | 21A         |                    | \$7,660.00   |
|           |              |               |                |                        | 21A         | Matrix Code        | \$107,005.86 |
| Total     |              |               |                |                        |             |                    | \$107,005.86 |



**City Council of the City of El Centro**

1275 W. Main Street  
El Centro, CA 92243

**SUBMITTED**

**ACTION ITEM (ID # 2025-284)**

**Item: 9.**

Meeting: 9/2/2025 3:30 PM

Department: City Clerk

Category: Informational Items

Prepared by: Norma Valenzuela,  
Secretarial Assistant

Department Head: Norma Wyles

DOC ID: 2025-284

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**Received Certificate of Mailing Notice of Application to the City, County and  
Municipal Governmental Agencies a Notice of Southern California Gas Company  
(SoCalGas).**

**CITY MANAGER'S RECOMMENDATION:**

**FISCAL IMPACT:**

**STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:**

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

**BACKGROUND:**

**DISCUSSION:**

**CONCLUSION:**

**ATTACHMENTS:**

1. Notice of Application of Southern California Gas Company Certifi

STATE OF CALIFORNIA

)

**Certificate of Mailing Notice of Application  
To the City, County and Municipal  
Governmental Agencies**

)

COUNTY OF LOS ANGELES

)

)

I hereby certify that a Notice of Application Of Southern California Gas Company (SoCalGas®) filed its Recover Costs Recorded in the Distribution Integrity Management Program Balancing Account from January 1, 2019, to December 31, 2023. Application No.25-08-008, was mailed by First Class - US Mail on August 19, 2025, to all the appropriate state, county and municipal governmental agencies appearing on the current roster.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own personal knowledge.

Executed at Los Angeles, California this 19th day of August 2025.

Martha Cendejas

Name (Sign)

Martha Cendejas

Name (Print)

Regulatory Affairs Analyst

Title



**NOTICE OF APPLICATION  
SOUTHERN CALIFORNIA GAS COMPANY'S  
REQUEST TO RECOVER COSTS RECORDED IN THE DISTRIBUTION INTEGRITY  
MANAGEMENT PROGRAM BALANCING ACCOUNT  
A.25-08-008**

**Why am I receiving this notice?**

On August 15, 2025, Southern California Gas Company (SoCalGas®) filed an application (A.25-08-008) with the California Public Utilities Commission (CPUC) to recover costs recorded in the Distribution Integrity Management Program Balancing Account (Application). The Application seeks to recover a total revenue under-collection of \$59.1 million.

**Why is SoCalGas requesting this rate increase?**

This Application encompasses the implementation of the Distribution Integrity Management Program (DIMP), and recovery of related costs recorded in the DIMP Balancing Account (DIMPBA) from 2019-2023. The DIMP is a federally-mandated comprehensive program focused on the identification and reduction of distribution pipeline integrity risks to enhance pipeline and public safety. The DIMP implements targeted activities, programs, or projects that provide additional monitoring, assessment, and proactive remediation of distribution pipeline systems.

The CPUC approved the DIMP with approximately \$683 million of authorized expenditures for the years 2019-2023. SoCalGas is requesting recovery of \$59.1 million in under-collected revenue, for additional expenditures totaling \$207 million that were incurred above authorized levels for the period of February 1, 2023, through December 31, 2023.

**How could this affect my monthly gas bill?**

If SoCalGas's rate request is approved by the CPUC, the average residential monthly bill using 36 therms per month would increase by approximately \$0.72 or 1% per month over a 12-month period, or until the costs are recovered. The proposed average transportation rates shown below are for 2026.

| <b>Customer Classification</b>                        | <b>Current<br/>Average Rates</b> | <b>Proposed<br/>Average<br/>Rates</b> | <b>%<br/>Increase</b> | <b>Rate<br/>Change</b> |
|-------------------------------------------------------|----------------------------------|---------------------------------------|-----------------------|------------------------|
| Residential ¢/th                                      | 146.315 ¢                        | 148.298 ¢                             | 1.4%                  | 1.983 ¢                |
| Commercial ¢/th                                       | 96.037 ¢                         | 97.201 ¢                              | 1.2%                  | 1.163 ¢                |
| Natural Gas Vehicles ¢/th                             | 40.097 ¢                         | 40.454 ¢                              | 0.9%                  | 0.357 ¢                |
| Large Industrial (Distribution<br>Level Service) ¢/th | 27.546 ¢                         | 27.794 ¢                              | 0.9%                  | 0.249 ¢                |
| Large Industrial (Transmission<br>Level Service) ¢/th | 8.409 ¢                          | 8.478 ¢                               | 0.8%                  | 0.069 ¢                |
| Backbone Transmission Service<br>¢/dth/day            | 57.976 ¢                         | 57.976 ¢                              | 0.0%                  | 0.000 ¢                |
| System Total ¢/th                                     | 63.670 ¢                         | 64.392 ¢                              | 1.1%                  | 0.722 ¢                |

**How does the rest of this process work?**

This Application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt SoCalGas's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review SoCalGas's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information, please call **1-415-703-1584**, email [PublicAdvocatesOffice@cpuc.ca.gov](mailto:PublicAdvocatesOffice@cpuc.ca.gov), or visit [PublicAdvocates.cpuc.ca.gov](http://PublicAdvocates.cpuc.ca.gov).

Please visit [apps.cpuc.ca.gov/c/A2508008](http://apps.cpuc.ca.gov/c/A2508008) to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding.

Your participation by providing your thoughts on SoCalGas's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Email: [Public.Advisor@cpuc.ca.gov](mailto:Public.Advisor@cpuc.ca.gov)

Phone: **1-866-849-8390** (toll-free) or **1-415-703-2074**

Mail: CPUC Public Advisor's Office  
505 Van Ness Avenue  
San Francisco, CA 94102

Please reference **A.25-08-008** in any communications you have with the CPUC regarding this matter.

**Where can I get more information?****Contact SoCalGas**

If you have any questions about SoCalGas's Application, contact them using the information below:

Email: [TTBageris@socalgas.com](mailto:TTBageris@socalgas.com)

Phone: 1-442-529-2632

Mail: Tamlyn Bageris  
Regulatory Case Manager for SoCalGas  
555 W 5<sup>th</sup> Street, GT14D6  
Los Angeles, CA 90013

A copy of the Application and any related documents may also be reviewed at [www.socalgas.com/regulatory/cpuc](http://www.socalgas.com/regulatory/cpuc)

ATTORNEY GENERAL  
STATE OF CALIFORNIA  
1300 "I" STREET  
SACRAMENTO, CA 95814

DEPT. OF GENERAL SERVICES  
STATE OF CALIFORNIA  
707 3<sup>rd</sup> STREET  
WEST SACRAMENTO, CA 95605

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2221 KERN ST.  
FRESNO, CA 93721

COUNTY COUNSEL  
FRESNO COUNTY  
2220 TULARE ST., 5TH FLOOR  
FRESNO, CA 93721

CHUCK STOREY  
COUNTY CLERK  
IMPERIAL COUNTY  
940 MAIN ST., #202  
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DISTRICT ATTORNEY  
IMPERIAL COUNTY  
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1415 TRUXTUN  
BAKERSFIELD, CA 93301

SUE PICKETT  
CLERK OF THE BOARD  
KERN COUNTY  
1115 TRUXTON  
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DISTRICT ATTORNEY  
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HANFORD, CA 93230

JOAN L. BULLOCK  
COUNTY CLERK  
KINGS COUNTY  
1400 W. LACEY BLVD.  
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SANTA ANA, CA 92701

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ORANGE COUNTY  
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SANTA ANA, CA 92701

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RIVERSIDE, CA 92501

COUNTY CLERK  
RIVERSIDE COUNTY  
4080 LEMON STREET  
RIVERSIDE, CA 92501

COUNTY CLERK  
SAN BERNARDINO COUNTY  
316 N. MT. VIEW AVE.  
SAN BERNARDINO, CA 92415

DISTRICT ATTORNEY  
SAN BERNARDINO COUNTY  
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SAN BERNARDINO, CA 92415

COUNTY CLERK  
SAN LUIS OBISPO COUNTY  
COURT HOUSE ANNEX  
SAN LUIS OBISPO, CA 93408

DISTRICT ATTORNEY  
SAN LUIS OBISPO COUNTY  
COURT HOUSE ANNEX  
SAN LUIS OBISPO, CA 93408

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SANTA BARBARA, CA 93101

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11112 SANTA BARBARA ST  
SANTA BARBARA, CA 93101

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COUNTY CLERK  
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VISALIA, CA 93291

DISTRICT ATTORNEY  
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TULARE COUNTY  
VISALIA, CA 93292

ERIK NASARENKO  
DISTRICT ATTORNEY  
VENTURA COUNTY  
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VENTURA, CA 93009

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VENTURA COUNTY  
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AGOURA HILLS, CA 91301

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CITY CLERK  
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ARCADIA, CA 91006

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18747 CLARKDALE AVE.  
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ARVIN, CA 93203

CITY CLERK  
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200 CAMPUS DR.  
ARVIN, CA 93203

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ATASCADERO, CA 93422

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AVENAL, CA 93204

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22112 El Paseo  
RANCHO SANTA MARGARITA, CA 92688

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RANCHO SANTA MARGARITA, CA 92688

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CITY ATTORNEY  
CALEXICO CITY HALL  
608 HEBER AVE.  
CALEXICO, CA 92231

CITY CLERK  
CALEXICO CITY HALL  
608 HEBER AVE.  
CALEXICO, CA 92231

CITY ATTORNEY  
CALIFORNIA CITY HALL  
21000 HACIENDA BLVD.  
CALIFORNIA CITY, CA 93505

CITY CLERK  
CALIFORNIA CITY HALL  
21000 HACIENDA BLVD.  
CALIFORNIA CITY, CA 93505

CITY ATTORNEY  
CALIPATRIA CITY HALL  
125 N. PARK ST.  
CALIPATRIA, CA 92233

CITY CLERK  
CALIPATRIA CITY HALL  
125 PARK ST  
CALIPATRIA, CA 92233

CITY ATTORNEY  
CAMARILLO CITY HALL  
601 CARMEN DRIVE  
CAMARILLO, CA 93010

CITY CLERK  
CAMARILLO CITY HALL  
601 CARMEN DRIVE  
CAMARILLO, CA 93010

CITY ATTORNEY  
CANYON LAKE CITY  
31532 RAILROAD CANYON RD, #101  
CANYON LAKE, CA 92587

CITY CLERK  
CANYON LAKE CITY  
31532 RAILROAD CANYON RD, #101  
CANYON LAKE, CA 92587

CITY CLERK  
CARPINTERIA CITY HALL  
5775 CARPINTERIA AVE.  
CARPINTERIA, CA 93013

CITY CLERK  
CULVER CITY HALL  
9770 CULVER BLVD.  
CULVER CITY, CA 90230

CITY ATTORNEY  
CARSON CITY HALL  
701 E. CARSON ST.  
CARSON, CA 90745

CITY CLERK  
CARSON CITY HALL  
701 E. CARSON ST.  
CARSON, CA 90745

CITY ATTORNEY  
CATHEDRAL CITY HALL  
68700 AVENIDA LALO GUERRERO  
CATHEDRAL CITY, CA 92234

CITY CLERK  
CATHEDRAL CITY HALL  
68700 AVENIDA LALO GUERRERO  
CATHEDRAL CITY, CA 92234

CITY ATTORNEY  
CERRITOS CITY HALL  
BLOOMFIELD AND 183RD ST.  
CERRITOS, CA 90701

CITY CLERK  
CERRITOS CITY HALL  
BLOOMFIELD AND 183RD ST.  
CERRITOS, CA 90701

CITY ATTORNEY  
CHINO CITY HALL  
13220 CENTRAL AVE.  
CHINO, CA 91710

CITY CLERK  
CHINO CITY HALL  
13220 CENTRAL AVE.  
CHINO, CA 91710

CITY CLERK  
CLAREMONT CITY HALL  
207 HARVARD AVE.  
CLAREMONT, CA 91711

CITY ATTORNEY  
CLAREMONT CITY HALL  
207 HARVARD AVE.  
CLAREMONT, CA 91711

CITY ATTORNEY  
COACHELLA CITY HALL  
1515 SIXTH ST.  
COACHELLA, CA 92236

CITY CLERK  
COACHELLA  
53990 ENTERPRISE WAY  
COACHELLA, CA 92236

CITY ATTORNEY  
COLTON CITY HALL  
650 N. LACADENA DR.  
COLTON, CA 92324

CITY CLERK  
COLTON CITY HALL  
650 N. LACADENA DR.  
COLTON, CA 92324

CITY ATTORNEY  
COMMERCE CITY HALL 5655  
JILSON ST. COMMERCE, CA  
90040

CITY CLERK  
COMMERCE CITY HALL  
5655 JILSON ST.  
COMMERCE, CA 90040

CITY ATTORNEY  
COMPTON CITY HALL  
205 SO. WILLOWBROOK AVE.  
COMPTON, CA 90220

CITY CLERK  
COMPTON CITY HALL  
205 SO. WILLOWBROOK AVE.  
COMPTON, CA 90220

CITY ATTORNEY  
CORCORAN CITY HALL  
1033 CHITTENDEN AVE.  
CORCORAN, CA 93212

CITY CLERK  
CORCORAN CITY HALL  
1033 CHITTENDEN AVE.  
CORCORAN, CA 93212

CITY ATTORNEY  
CORONA CITY HALL  
815 W. SIXTH ST.  
CORONA, CA 91720

CITY CLERK  
CORONA CITY HALL  
815 W. SIXTH ST.  
CORONA, CA 91720

CITY ATTORNEY  
COSTA MESA CITY HALL  
77 FAIR DRIVE  
COSTA MESA, CA 92626

CITY CLERK  
COSTA MESA CITY HALL  
77 FAIR DRIVE  
COSTA MESA, CA 92626

CITY ATTORNEY  
COVINA CITY HALL  
125 E. COLLEGE ST.  
COVINA, CA 91723

CITY CLERK  
COVINA CITY HALL  
125 E. COLLEGE ST.  
COVINA, CA 91723

CITY ATTORNEY  
CUDAHY CITY HALL  
5240 SANTA ANA ST.  
CUDAHY, CA 90201

CITY CLERK  
CUDAHY CITY HALL  
5240 SANTA ANA ST.  
CUDAHY, CA 90201

CITY ATTORNEY  
CULVER CITY HALL  
9770 CULVER BLVD.  
CULVER CITY, CA 90230

DEP. CITY CLERK  
FONTANA CITY  
8353 SIERRA AVE.  
FONTANA, CA 92335

CITY ATTORNEY  
CYPRESS CITY HALL  
5275 ORANGE AVE.  
CYPRESS, CA 90630

CITY CLERK  
CYPRESS CITY HALL  
5275 ORANGE AVE.  
CYPRESS, CA 90630

CITY ATTORNEY  
DANA POINT CITY  
33282 GOLDEN LANTERN ST.  
DANA POINT, CA 92629

CITY CLERK  
DANA POINT CITY  
33282 GOLDEN LANTERN ST.  
DANA POINT, CA 92629

CITY ATTORNEY  
DELANO CITY HALL  
1015 11TH AVE.  
DELANO, CA 93215

CITY CLERK  
DELANO CITY HALL  
1015 11TH AVE.  
DELANO, CA 93215

CITY ATTORNEY  
DESERT HOT SPRINGS CITY HALL  
65950 PIERSON BL.  
DESERT HOT SPRINGS, CA 92240

CITY CLERK  
DESERT HOT SPRINGS CITY HALL  
65950 PIERSON BL.  
DESERT HOT SPRINGS, CA 92240

CITY ATTORNEY  
DIAMOND BAR CITY  
21660 E. COPLEY DR. #100  
DIAMOND BAR, CA 91765

CITY CLERK  
DIAMOND BAR CITY  
21660 E. COPLEY DR., #100  
DIAMOND BAR, CA 91765

CITY ATTORNEY  
DINUBA CITY HALL  
1390 E. ELIZABETH WAY  
DINUBA, CA 93618

CITY CLERK  
DINUBA CITY HALL  
1390 E. ELIZABETH WAY  
DINUBA, CA 93618

CITY ATTORNEY  
DOWNEY CITY HALL  
11111 BROOKSHIRE AVE.  
DOWNEY, CA 90241

CITY CLERK  
DOWNEY CITY HALL  
11111 BROOKSHIRE AVE.  
DOWNEY, CA 90241

CITY CLERK  
DUARTE CITY HALL  
1600 HUNTINGTON DR.  
DUARTE, CA 91010

CITY ATTORNEY  
DUARTE CITY HALL  
1600 HUNTINGTON DR.  
DUARTE, CA 91010

CITY ATTORNEY  
EL CENTRO CITY HALL  
1275 MAIN ST.  
EL CENTRO, CA 92243

CITY CLERK  
EL CENTRO CITY HALL  
1275 MAIN ST.  
EL CENTRO, CA 92243

CITY ATTORNEY  
EL MONTE CITY HALL  
11333 VALLEY BLVD.  
EL MONTE, CA 91734

CITY CLERK  
EL MONTE CITY HALL  
11333 VALLEY BLVD.  
EL MONTE, CA 91734

CITY ATTORNEY  
EL SEGUNDO CITY HALL  
350 MAIN ST.  
EL SEGUNTO, CA 90245

CITY CLERK  
EL SEGUNDO CITY HALL  
350 MAIN ST.  
EL SEGUNDO, CA 90245

CITY ATTORNEY  
EXETER CITY HALL  
P. O. BOX 237  
EXETER, CA 93221

CITY CLERK  
EXETER CITY HALL  
P. O. BOX 237  
EXETER, CA 93221

CITY ATTORNEY  
FARMERSVILLE CITY HALL  
909 W. VISALIA RD.  
FARMERSVILLE, CA 93223

CITY CLERK  
FARMERSVILLE CITY HALL  
909 W. VISALIA RD.  
FARMERSVILLE, CA 93223

CITY ATTORNEY  
FILLMORE CITY HALL  
524 SESPE AVE.  
FILLMORE, CA 93015

CITY CLERK  
FILLMORE CITY HALL  
250 CENTRAL AVENUE  
FILLMORE, CA 93015

CITY ATTORNEY  
FONTANA CITY HALL  
8353 SIERRA AVE.  
FONTANA, CA 92335

CITY ATTORNEY  
HERMOSA BEACH CITY HALL  
1315 VALLEY DR.  
HERMOSA BEACH, CA 90254

CITY ATTORNEY  
FOUNTAIN VALLEY CITY HALL  
10200 SLATER AVE.  
FOUNTAIN VALLEY, CA 92708

CITY CLERK  
FOUNTAIN VALLEY CITY HALL  
10200 SLATER AVE.  
FOUNTAIN VALLEY, CA 92708

CITY ATTORNEY  
FOWLER CITY  
128 SOUTH FIFTH  
FOWLER, CA 93625

CITY CLERK  
FOWLER CITY  
128 SOUTH FIFTH  
FOWLER, CA 93625

CITY ATTORNEY  
FULLERTON CITY HALL  
303 W. COMMONWEALTH  
FULLERTON, CA 92632

CITY CLERK  
FULLERTON CITY HALL  
303 W. COMMONWEALTH  
FULLERTON, CA 92632

CITY ATTORNEY  
GARDEN GROVE CITY HALL  
11300 STANFORD AVE.  
GARDEN GROVE, CA 92640

CITY CLERK  
GARDEN GROVE CITY HALL  
11300 STANFORD AVE.  
GARDEN GROVE, CA 92640

CITY ATTORNEY  
GARDENA CITY HALL  
1700 W 162ND ST.  
GARDENA, CA 90247

CITY CLERK  
GARDENA CITY HALL  
1700 W 162ND ST.  
GARDENA, CA 90247

CITY ATTORNEY  
GLENDALE CITY HALL  
613 E. BROADWAY  
GLENDALE, CA 91205

CITY CLERK  
GLENDALE CITY HALL  
613 E. BROADWAY  
GLENDALE, CA 91205

CITY ATTORNEY  
GLENDORA CITY HALL  
116 E. FOOTHILL BLVD.  
GLENDORA, CA 91740

CITY CLERK  
GLENDORA CITY HALL  
116 E. FOOTHILL BLVD.  
GLENDORA, CA 91740

CITY ATTORNEY  
GRAND TERRACE CITY HALL  
22795 BARTON ROAD  
GRAND TERRACE, CA 92324

CITY CLERK  
GRAND TERRACE CITY HALL  
22795 BARTON ROAD  
GRAND TERRACE, CA 92324

CITY ATTORNEY  
GROVER BEACH CITY HALL  
154 SO. 8TH ST.  
GROVER BEACH, CA 93833

CITY CLERK  
GROVER BEACH CITY HALL  
154 SO. 8TH ST.  
GROVER BEACH, CA 93833

CITY ATTORNEY  
GUADALUPE  
519 S. BROADWAY  
SANTA MARIA , CA 93454

CITY CLERK  
GUADALUPE  
918 OBISPO ST.  
GUADALUPE, CA 93434

CITY ATTORNEY  
HANFORD CITY HALL  
400 NO. DOUTY  
HANFORD, CA 93230

CITY CLERK  
HANFORD CITY HALL  
400 NO. DOUTY  
HANFORD, CA 93230

CITY ATTORNEY  
HAWAIIAN GARDENS CITY HALL  
21815 PIONEER BLVD.  
HAWAIIAN GARDENS, CA 90716

CITY CLERK  
HAWAIIAN GARDENS CITY HALL  
21815 PIONEER BLVD.  
HAWAIIAN GARDENS, CA 90716

CITY ATTORNEY  
HAWTHORNE CITY HALL 4455  
W. 126TH ST. HAWTHORNE,  
CA 90250

CITY CLERK  
HAWTHORNE CITY HALL  
4455 W. 126TH ST.  
HAWTHORNE, CA 90250

CITY ATTORNEY  
HEMET CITY HALL  
450 E. LATHAN AVE.  
HEMET, CA 92343

CITY CLERK  
HEMET CITY HALL  
450 E. LATHAM AVE. HEMET,  
CA 92343

CITY CLERK  
HERMOSA BEACH CITY HALL  
1315 VALLEY DR.  
HERMOSA BEACH, CA 90254



CITY ATTORNEY  
LA CANADA FLINTRIDGE  
One Civic Center Drive  
LA Cañada Flintridge, CA 91011

CITY ATTORNEY  
HESPERIA CITY  
9700 SEVENTH AVE.  
HESPERIA, CA 92345

CITY CLERK  
HESPERIA CITY  
9700 SEVENTH AVE.  
HESPERIA, CA 92345

CITY ATTORNEY  
HIDDEN HILLS CITY HALL  
6165 SPRING VALLEY RD.  
HIDDEN HILLS, CA 91302

CITY CLERK  
HIDDEN HILLS CITY HALL  
6165 SPRING VALLEY RD.  
HIDDEN HILLS, CA 91302

CITY ATTORNEY  
HIGHLAND CITY  
26985 BASE LINE  
HIGHLAND, CA 92346

CITY CLERK  
HIGHLAND CITY  
26985 BASE LINE  
HIGHLAND, CA 92346

CITY ATTORNEY  
HOLTVILLE CITY HALL  
121 W. 5TH ST.  
HOLTVILLE, CA 92250

CITY CLERK  
HOLTVILLE CITY HALL  
121 W. 5TH ST.  
HOLTVILLE, CA 92250

CITY CLERK  
LA CANADA FLINTRIDGE CITY HALL  
One Civic Center Dr  
LA CANADA FLINTRIDGE, CA 91011

CITY CLERK  
HUNTINGTON BEACH CITY HALL  
2000 MAIN ST.  
HUNTINGTON BEACH, CA 92648

CITY ATTORNEY  
HUNTINGTON PARK CITY HALL  
6550 MILES AVE.  
HUNTINGTON PARK, CA 90255

CITY CLERK  
HUNTINGTON PARK CITY HALL  
6550 MILES AVE.  
HUNTINGTON PARK, CA 90255

CITY ATTORNEY  
IMPERIAL CITY HALL  
420 SO. IMPERIAL AVE.  
IMPERIAL, CA 92251

CITY CLERK  
IMPERIAL CITY HALL  
420 SO. IMPERIAL AVE.  
IMPERIAL, CA 92251

CITY ATTORNEY  
INDIAN WELLS CITY HALL  
44-950 EL DORADO DR.  
INDIAN WELLS, CA 92210

CITY CLERK  
INDIAN WELLS CITY HALL  
44-950 EL DORADO DR.  
INDIAN WELLS, CA 92210

CITY ATTORNEY  
INDIO CITY HALL  
150 CIVIC CENTER MALL  
INDIO, CA 92202

CITY CLERK  
INDIO CITY HALL  
150 CIVIC CENTER MALL  
INDIO, CA 92202

CITY ATTORNEY  
INDUSTRY CITY HALL  
15651 STANFORD ST.  
CITY OF INDUSTRY, CA 91744

CITY CLERK  
INDUSTRY CITY HALL  
15651 STANFORD ST.  
CITY OF INDUSTRY, CA 91744

CITY ATTORNEY  
INGLEWOOD CITY HALL  
1 MANCHESTER BLVD.  
INGLEWOOD, CA 90301

CITY CLERK  
INGLEWOOD CITY HALL  
1 MANCHESTER BLVD.  
INGLEWOOD, CA 90301

CITY ATTORNEY  
IRVINE CITY HALL  
P. O. BOX 19575  
IRVINE, CA 92713

CITY CLERK  
IRVINE CITY HALL  
P. O. BOX 19575  
IRVINE, CA 92713

CITY ATTORNEY  
IRWINDALE CITY HALL  
5050 NO. IRWINDALE AVE.  
IRWINDALE, CA 91706

CITY CLERK  
IRWINDALE CITY HALL  
5050 NO. IRWINDALE AVE.  
IRWINDALE, CA 91706

CITY ATTORNEY  
KINGSBURG CITY HALL  
1401 DRAPER ST.  
KINGSBURG, CA 93631

CITY CLERK  
KINGSBURG CITY HALL  
1401 DRAPER ST.  
KINGSBURG, CA 93631

CITY ATTORNEY  
LINDSAY CITY HALL  
251 E. HONOLULU ST.  
LINDSAY, CA 93247

CITY CLERK  
LINDSAY CITY HALL  
251 E. HONOLULU ST.  
LINDSAY, CA 93247

CITY ATTORNEY  
LA HABRA CITY HALL  
CIVIC CENTER  
LA HABRA, CA 90631

CITY CLERK  
LA HABRA CITY HALL  
CIVIC CENTER  
LA HABRA, CA 90631

CITY ATTORNEY  
LA HABRA HEIGHTS CITY HALL  
1245 NO. HACIENDA BLVD.  
LA HABRA HEIGHTS, CA 90631

CITY CLERK  
LA HABRA HEIGHTS CITY HALL  
1245 NO. HACIENDA BLVD.  
LA HABRA HEIGHTS, CA 90631

CITY ATTORNEY  
LA MIRADA CITY HALL  
13700 SO. LA MIRADA BLVD.  
LA MIRADA, CA 90638

CITY CLERK  
LA MIRADA CITY HALL  
13700 SO. LA MIRADA BLVD.  
LA MIRADA, CA 90638

CITY ATTORNEY  
LA PALMA CITY HALL  
7822 WALKER ST.  
LA PALMA, CA 90623

CITY CLERK  
LA PALMA CITY HALL  
7822 WALKER ST.  
LA PALMA, CA 90623

CITY ATTORNEY  
LA PUENTE CITY HALL  
15900 E. MAIN ST.  
LA PUENTE, CA 91744

CITY CLERK  
LA PUENTE CITY HALL  
15900 E. MAIN ST.  
LA PUENTE, CA 91744

CITY ATTORNEY  
William Heath Ihrke  
LA QUINTA CITY HALL  
78495 Calle Tampico  
LA QUINTA, CA 92253

CITY CLERK  
LA QUINTA CITY HALL  
78495 Calle Tampico  
LA QUINTA, CA 92253

CITY ATTORNEY  
LA VERNE CITY HALL  
3660 D STREET  
LA VERNE, CA 91750

CITY CLERK  
LA VERNE CITY HALL  
3660 D STREET  
LA VERNE, CA 91750

CITY ATTORNEY  
LAGUNA BEACH CITY HALL  
505 FOREST AVE.  
LAGUNA BEACH, CA 92651

CITY CLERK  
LAGUNA BEACH CITY HALL  
505 FOREST AVE.  
LAGUNA BEACH, CA 92651

CITY ATTORNEY  
LAGUNA NIGUEL CITY  
30111 CROWN VALLEY PKWY  
LAGUNA NIGUEL, CA 92677

CITY CLERK  
LAGUNA NIGUEL CITY  
30111 CROWN VALLEY PKWY  
LAGUNA NIGUEL, CA 92656

CITY ATTORNEY  
LAKE ELSINORE CITY HALL  
130 S. MAIN ST.  
LAKE ELSINORE, CA 92330

CITY CLERK  
LAKE ELSINORE CITY HALL  
130 S. MAIN ST.  
LAKE ELSINORE, CA 92330

CITY ATTORNEY  
LAKEWOOD CITY HALL  
5050 CLARK AVE.  
LAKEWOOD, CA 90714

CITY CLERK  
LAKEWOOD CITY HALL  
5050 CLARK AVE.  
LAKEWOOD, CA 90714

CITY ATTORNEY  
LANCASTER CITY HALL  
44933 N. FERN AVE.  
LANCASTER, CA 93534

CITY CLERK  
LANCASTER CITY HALL  
44933 N. FERN AVE.  
LANCASTER, CA 93534

CITY ATTORNEY  
LAWNDALE CITY  
611 ANTON BL., SUITE 1400  
COSTA MESA, CA 92628

CITY CLERK  
LAWNDALE CITY HALL  
14717 BURIN AVE.  
LAWNDALE, CA 90260

CITY ATTORNEY  
LEMOORE CITY HALL  
119 FOX ST.  
LEMOORE, CA 93245

CITY CLERK  
LEMOORE CITY HALL  
119 FOX ST.  
LEMOORE, CA 93245

CITY ATTORNEY  
MONTEBELLO CITY HALL  
1600 BEVERLY BLVD.  
MONTEBELLO, CA 90640

CITY CLERK  
MONTEBELLO CITY HALL  
1600 BEVERLY BLVD.  
MONTEBELLO, CA 90640

CITY ATTORNEY  
LOMA LINDA CITY  
25541 BARTON RD.  
LOMA LINDA, CA 92354

CITY CLERK  
LOMA LINDA CITY HALL  
25541 BARTON RD.  
LOMA LINDA, CA 92354

CITY ATTORNEY  
LOMITA CITY HALL  
24300 NARBONNE AVE.  
LOMITA, CA 90717

CITY CLERK  
LOMITA CITY HALL  
24300 NARBONNE AVE.  
LOMITA, CA 90717

CITY ATTORNEY  
LOMPOC CITY HALL  
100 CIVIC CENTER PLAZA  
LOMPOC, CA 93438

CITY CLERK  
LOMPOC CITY HALL  
100 CIVIC CENTER PLAZA  
LOMPOC, CA 93438

CITY ATTORNEY  
LONG BEACH CITY HALL  
333 W. OCEAN BLVD.  
LONG BEACH, CA 90802

CITY CLERK  
LONG BEACH CITY HALL  
333 W. OCEAN BLVD.  
LONG BEACH, CA 90802

CITY ATTORNEY  
LOS ALAMITOS CITY HALL  
3191 KATELLA  
LOS ALAMITOS, CA 90720

CITY CLERK  
LOS ALAMITOS CITY HALL  
3191 KATELLA  
LOS ALAMITOS, CA 90720

CITY ATTORNEY  
LOS ANGELES  
200 NO. MAIN ST – ROOM 800.  
LOS ANGELES, CA 90012

CITY CLERK  
LOS ANGELES  
200 NO. MAIN ST. – ROOM 800  
LOS ANGELES, CA 90012

CITY ATTORNEY  
LYNWOOD CITY HALL  
11330 BULLIS RD.  
LYNWOOD, CA 90262

CITY CLERK  
LYNWOOD CITY HALL  
11330 BULLIS RD.  
LYNWOOD, CA 90262

CITY ATTORNEY  
MANHATTAN BEACH CITY HALL  
1400 HIGHLAND AVE.  
MANHATTAN BEACH, CA 90266

CITY CLERK  
MANHATTAN BEACH CITY HALL  
1400 HIGHLAND AVE.  
MANHATTAN BEACH, CA 90266

CITY ATTORNEY  
MARICOPA CITY HALL  
P. O. BOX 548  
MARICOPA, CA 93252

CITY CLERK  
MARICOPA CITY HALL  
P. O. BOX 548  
MARICOPA, CA 93252

CITY ATTORNEY  
MAYWOOD CITY HALL  
4319 E. SLAUSON AVE.  
MAYWOOD, CA 90270

CITY CLERK  
MAYWOOD CITY HALL  
4319 E. SLAUSON AVE.  
MAYWOOD, CA 90270

CITY ATTORNEY  
MCFARLAND CITY HALL  
401 W. KERN  
MCFARLAND, CA 93250

CITY CLERK  
MCFARLAND CITY HALL  
401 W. KERN  
MCFARLAND, CA 93250

CITY ATTORNEY  
MISSION VIEJO CITY  
200 CIVIC CENTER  
MISSION VIEJO, CA 92691-5519

CITY CLERK  
MISSION VIEJO CITY  
200 CIVIC CENTER  
MISSION VIEJO, CA 92691-5519

CITY ATTORNEY  
MONROVIA CITY HALL  
415 SO. IVY AVE.  
MONROVIA, CA 91016

CITY CLERK  
MONROVIA CITY HALL  
415 SO. IVY AVE.  
MONROVIA, CA 91016

CITY ATTORNEY  
MONTCLAIR CITY HALL  
5111 BENITO ST.  
MONTCLAIR, CA 91763

CITY CLERK  
MONTCLAIR CITY HALL  
5111 BENITO ST.  
MONTCLAIR, CA 91763

CITY ATTORNEY  
PALM DESERT  
74760 CA-111  
PALM DESERT, CA 92210

CITY CLERK  
PALM DESERT CITY HALL  
73510 FRED WARING DR.  
PALM DESERT, CA 92260

CITY ATTORNEY  
MONTEREY PARK CITY HALL  
320 W. NEWMARK AVE.  
MONTEREY PARK, CA 91754

CITY CLERK  
MONTEREY PARK CITY HALL  
320 W. NEWMARK AVE.  
MONTEREY PARK, CA 91754

CITY ATTORNEY  
MOORPARK CITY HALL  
799 MOORPARK AVE.  
MOORPARK, CA 93021

CITY CLERK  
MOORPARK CITY HALL  
799 MOORPARK AVE.  
MOORPARK, CA 93021

CITY ATTORNEY  
MORENO VALLEY CITY HALL  
14177 FEDERICK ST  
MORENO VALLEY, CA 92556

CITY CLERK  
MORENO VALLEY CITY HALL  
14177 FEDERICK ST  
MORENO VALLEY, CA 92556

CITY ATTORNEY  
MORRO BAY CITY HALL  
595 Harbor St.  
MORRO BAY, CA 93442

CITY CLERK  
MORRO BAY CITY HALL  
595 Harbor St.  
MORRO BAY, CA 93442

CITY ATTORNEY – CITY HALL  
ONE TOWNE SQUARE  
24601 JEFFERSON AVE  
MURRIETA, CA 92562

CITY CLERK – CITY HALL  
ONE TOWNE SQUARE  
24601 JEFFERSON AVE  
MURRIETA, CA 92562

CITY ATTORNEY  
FRESNO CITY HALL  
2600 FRESNO ST., 2<sup>ND</sup> FLOOR  
FRESNO, CA 93721

CITY CLERK  
FRESNO CITY HALL  
2600 FRESNO ST., 2<sup>ND</sup> FLOOR  
FRESNO, CA 93721

CITY ATTORNEY  
NEWPORT BEACH CITY HALL  
3300 NEWPORT BLVD.  
NEWPORT BEACH, CA 92660

CITY CLERK  
NEWPORT BEACH CITY HALL  
3300 NEWPORT BLVD.  
NEWPORT BEACH, CA 92660

CITY ATTORNEY  
NORCO CITY HALL  
2870 CLARK AVE.  
NORCO, CA 92860

CITY CLERK  
NORCO CITY HALL  
2870 CLARK AVE.  
NORCO, CA 92860

CITY ATTORNEY  
NORWALK CITY HALL  
12700 NORWALK BLVD.  
NORWALK, CA 90650

CITY CLERK  
NORWALK CITY HALL  
12700 NORWALK BLVD.  
NORWALK, CA 90650

CITY ATTORNEY  
OJAI CITY HALL  
401 SO. VENTURA ST.  
OJAI, CA 93023

CITY CLERK  
OJAI CITY HALL  
401 SO. VENTURA ST.  
OJAI, CA 93023

CITY ATTORNEY  
ONTARIO CITY HALL  
303 "B" ST.  
ONTARIO, CA 91764

CITY CLERK  
ONTARIO CITY HALL  
303 "B" ST.  
ONTARIO, CA 91764

CITY ATTORNEY  
ORANGE CITY HALL  
300 E. CHAPMAN AVE.  
ORANGE, CA 92666

CITY CLERK  
ORANGE CITY HALL  
300 E. CHAPMAN AVE.  
ORANGE, CA 92666

CITY ATTORNEY  
ORANGE COVE CITY HALL  
633 SIXTH ST.  
ORANGE COVE, CA 93646

CITY CLERK  
ORANGE COVE CITY HALL  
633 SIXTH ST.  
ORANGE COVE, CA 93646

CITY ATTORNEY  
OXNARD CITY HALL  
305 W. THIRD ST.  
OXNARD, CA 93030

CITY CLERK  
OXNARD CITY HALL  
305 W. THIRD ST  
OXNARD, CA 93030

CITY ATTORNEY  
RANCHO CUCAMONGA CITY HALL  
P. O. Box 807  
RANCHO CUCAMONGA, CA 91729

CITY CLERK  
RANCHO CUCAMONGA CITY HALL  
P. O. Box 807  
RANCHO CUCAMONGA, CA 91729

CITY ATTORNEY  
PALM SPRINGS CITY HALL  
P. O. BOX 2743  
PALM SPRINGS, CA 92263

CITY CLERK  
PALM SPRINGS CITY HALL  
P. O. BOX 2743  
PALM SPRINGS, CA 92263

CITY ATTORNEY  
PALMDALE CITY HALL  
708 EAST PALMDALE BLVD.  
PALMDALE, CA 93550

CITY CLERK  
PALMDALE CITY HALL  
708 EAST PALMDALE BLVD.  
PALMDALE, CA 93550

CITY CLERK  
PALOS VERDES ESTATES  
340 PALOS VERDES DRIVE W.  
PALOS VERDES ESTATES, CA 90274

CITY ATTORNEY  
PALOS VERDES ESTATES  
30940 HAWTHORNE BLVD.  
RANCHO PALOS VERDES, CA  
90275

CITY ATTORNEY  
PARAMOUNT CITY HALL  
16400 SO. COLORADO ST.  
PARAMOUNT, CA 90274

CITY CLERK  
PARAMOUNT CITY HALL  
16400 SO. COLORADO ST.  
PARAMOUNT, CA 90274

CITY ATTORNEY  
PARLIER CITY HALL  
1100 E. PARLIER AVE.  
PARLIER, CA 93648

CITY CLERK  
PARLIER CITY HALL  
1100 E. PARLIER AVE.  
PARLIER, CA 93648

CITY ATTORNEY  
PASADENA CITY HALL  
100 NO. GARFIELD AVE.  
PASADENA, CA 91109

CITY CLERK  
PASADENA CITY HALL  
100 NO. GARFIELD AVE.  
PASADENA, CA 91109

CITY ATTORNEY  
PASO ROBLES CITY HALL  
1000 SPRING ST.  
PASO ROBLES, CA 93446

CITY CLERK  
PASO ROBLES CITY HALL  
1000 SPRING ST.  
PASO ROBLES, CA 93446

CITY ATTORNEY  
PERRIS CITY HALL  
101 NO. "D" ST.  
PERRIS, CA 92570

CITY CLERK  
PERRIS CITY HALL  
101 NO. "D" ST.  
PERRIS, CA 92570

CITY ATTORNEY  
PICO RIVERA CITY HALL  
6615 PASSONS BLVD.  
PICO RIVERA, CA 90660

CITY CLERK  
PICO RIVERA CITY HALL  
6615 PASSONS  
PICO RIVERA, CA 90660

CITY ATTORNEY  
PISMO BEACH  
760 MATTIE ROAD  
PISMO BEACH, CA 93449

CITY CLERK  
PISMO BEACH CITY HALL  
760 MATTIE ROAD  
PISMO BEACH, CA 93449

CITY ATTORNEY  
PLACENTIA CITY HALL  
401 E. CHAPMAN AVE.  
PLACENTIA, CA 92670

CITY CLERK  
PLACENTIA CITY HALL 401  
E. CHAPMAN AVE  
PLACENTIA, CA 92670.

CITY ATTORNEY POMONA  
CITY HALL  
505 SO. GAREY  
POMONA, CA 91769

CITY CLERK  
POMONA CITY HALL  
505 SO. GAREY  
POMONA, CA 91769

CITY ATTORNEY  
PORT HUENEME CITY HALL  
250 NO. VENTURA RD.  
PORT HUENEME, CA 93041

CITY CLERK  
PORT HUENEME CITY HALL  
250 NO. VENTURA RD.  
PORT HUENEME, CA 93041

CITY ATTORNEY  
PORTERVILLE CITY HALL  
291 NO. MAIN ST.  
PORTERVILLE, CA 93257

CITY CLERK PORTERVILLE  
CITY HALL 291 NO. MAIN  
ST. PORTERVILLE, CA  
93257

CITY ATTORNEY  
SAN GABRIEL CITY HALL  
532 WEST MISSION DR.  
SAN GABRIEL, CA 91778

CITY CLERK  
SAN GABRIEL CITY HALL  
532 WEST MISSION DR.  
SAN GABRIEL, CA 91778

CITY ATTORNEY  
RANCHO MIRAGE CITY HALL  
69-825 HIGHWAY 111  
RANCHO MIRAGE, CA 92270

CITY CLERK  
RANCHO MIRAGE CITY HALL  
69-825 HIGHWAY 111  
RANCHO MIRAGE, CA 92270

CITY CLERK  
RANCHO PALOS VERDES  
30940 HAWTHORNE BLVD.  
RANCHO PALOS VERDES, CA  
90275

CITY ATTORNEY  
RANCHO PALOS VERDES  
30940 HAWTHORNE BLVD.  
RANCHO PALOS VERDES, CA 90275

CITY ATTORNEY  
REDLANDS CITY HALL  
35 Cajon St #4 Suite 690  
REDLANDS, CA 92373

CITY CLERK  
REDLANDS CITY HALL  
35 Cajon St #4  
REDLANDS, CA 92373

CITY ATTORNEY  
REDONDO BEACH CITY HALL  
415 DIAMOND ST.  
REDONDO BEACH, CA 90277

CITY CLERK  
REDONDO BEACH CITY HALL  
415 DIAMOND ST.  
REDONDO BEACH, CA 90277

CITY ATTORNEY  
REEDLEY CITY HALL  
845 "G" ST.  
REEDLEY, CA 93654

CITY CLERK  
REEDLEY CITY HALL  
845 "G" ST.  
REEDLEY, CA 93654

CITY ATTORNEY  
RIALTO CITY HALL  
150 SO. PALM AVE.  
RIALTO, CA 92376

CITY CLERK  
RIALTO CITY HALL  
150 SO. PALM AVE.  
RIALTO, CA 92376

CITY ATTORNEY  
RIVERSIDE CITY HALL  
3900 MAIN ST.  
RIVERSIDE, CA 92522

CITY CLERK  
RIVERSIDE CITY HALL  
3900 MAIN ST.  
RIVERSIDE, CA 92522

CITY ATTORNEY  
ROLLING HILLS CITY HALL  
#2 PORTUGUESE BEND RD.  
ROLLING HILLS, CA 90274

CITY CLERK  
ROLLING HILLS CITY HALL  
#2 PORTUGUESE BEND RD.  
ROLLING HILLS, CA 90274

CITY ATTORNEY  
ROLLING HILLS ESTS. CITY HALL  
4045 PALOS VERDES DR.  
ROLLING HILLS ESTS., CA 90274

CITY CLERK  
ROLLING HILLS ESTS. CITY HALL  
4045 PALOS VERDES DR.  
ROLLING HILLS ESTS., CA 90274

CITY ATTORNEY  
ROSEMEAD CITY HALL  
8838 E. VALLEY BLVD.  
ROSEMEAD, CA 91770

CITY CLERK  
ROSEMEAD CITY HALL  
8838 E. VALLEY BLVD.  
ROSEMEAD, CA 91770

CITY CLERK  
SAN BERNARDINO CITY HALL  
300 NO. "D" STREET  
SAN BERNARDINO, CA 92418

CITY ATTORNEY  
SAN BERNARDINO CITY HALL  
300 NO. "D" STREET  
SAN BERNARDINO, CA 92418

CITY ATTORNEY  
SAN CLEMENTE CITY HALL  
100 AVENIDA PRESIDIO  
SAN CLEMENTE, CA 92672

CITY CLERK  
SAN CLEMENTE CITY HALL  
100 AVENIDA PRESIDIO  
SAN CLEMENTE, CA 92672

CITY ATTORNEY  
SAN DIMAS CITY HALL  
245 E. BONITA AVE.  
SAN DIMAS, CA 91773

CITY CLERK  
SAN DIMAS CITY HALL  
245 E. BONITA AVE.  
SAN DIMAS, CA 91773

CITY ATTORNEY  
SAN FERNANDO CITY HALL  
117 MACNEIL ST.  
SAN FERNANDO, CA 91340

CITY CLERK  
SAN FERNANDO CITY HALL  
117 MACNEIL ST.  
SAN FERNANDO, CA 91340

CITY ATTORNEY  
SHAFTER CITY HALL  
336 PACIFIC AVE.  
SHAFTER, CA 93263

CITY CLERK  
SHAFTER CITY HALL  
336 PACIFIC AVE.  
SHAFTER, CA 93263

CITY ATTORNEY  
SAN JACINTO CITY HALL  
595 S. SAN JACINTO  
SAN JACINTO, CA 92383

CITY CLERK  
SAN JACINTO CITY HALL  
595 S. SAN JACINTO  
SAN JACINTO, CA 92383

CITY ATTORNEY  
SAN JUAN CAPISTRANO CITY HALL  
32400 PASEO ADELANTO  
SAN JUAN CAPISTRANO, CA 92675

CITY CLERK  
SAN JUAN CAPISTRANO CITY HALL  
32400 PASEO ADELANTO  
SAN JUAN CAPISTRANO, CA 92675

CITY ATTORNEY  
SAN LUIS OBISPO CITY HALL  
990 PALM STREET  
SAN LUIS OBISPO, CA 93401

CITY CLERK  
SAN LUIS OBISPO CITY HALL  
990 PALM ST.  
SAN LUIS OBISPO, CA 93401

CITY ATTORNEY  
SAN MARINO CITY HALL  
2200 HUNTINGTON DR.  
SAN MARINO, CA 91108

CITY CLERK  
SAN MARINO CITY HALL  
2200 HUNTINGTON DR.  
SAN MARINO, CA 91108

CITY ATTORNEY  
SANGER CITY  
1700 7TH STREET  
SANGER, CA 93657

CITY CLERK  
SANGER CITY  
1700 7TH STREET  
SANGER, CA 93657

CITY ATTORNEY  
SANTA ANA CITY HALL  
22 CIVIC CENTER PLAZA  
SANTA ANA, CA 92701

CITY CLERK  
SANTA ANA CITY HALL  
22 CIVIC CENTER PLAZA  
SANTA ANA, CA 92701

CITY ATTORNEY  
SANTA BARBARA  
740 STATE ST STE 201  
SANTA BARBARA, CA 93101

CITY CLERK  
SANTA BARBARA  
735 ANACAPA ST  
SANTA BARBARA, CA 93102

CITY ATTORNEY  
SANTA CLARITA CITY  
23920 VALENCIA BLVD., #300  
SANTA CLARITA, CA 91355

CITY CLERK  
SANTA CLARITA CITY 23920  
VALENCIA BLVD., #300  
SANTA CLARITA, CA 91355

CITY ATTORNEY  
SANTA FE SPRINGS CITY HALL  
11710 TELEGRAPH RD. SANTA  
FE SPRINGS, CA 90670

CITY CLERK  
SANTA FE SPRINGS CITY HALL  
11710 TELEGRAPH RD.  
SANTA FE SPRINGS, CA 90670

CITY ATTORNEY  
SANTA MARIA CITY HALL  
110 EAST COOK ST.  
SANTA MARIA, CA 93454

CITY CLERK  
SANTA MARIA CITY HALL  
110 EAST COOK ST.  
SANTA MARIA, CA 93454

CITY ATTORNEY  
SANTA MONICA CITY HALL  
1685 MAIN ST.  
SANTA MONICA, CA 90401

CITY CLERK  
SANTA MONICA CITY HALL  
1685 MAIN ST.  
SANTA MONICA, CA 90401

CITY ATTORNEY  
SANTA PAULA CITY HALL  
970 VENTURA ST.  
SANTA PAULA, CA 93060

CITY CLERK  
SANTA PAULA CITY HALL  
970 VENTURA ST.  
SANTA PAULA, CA 93060

CITY ATTORNEY  
SEAL BEACH CITY HALL  
211 8TH ST.  
SEAL BEACH, CA 90740

CITY CLERK  
SEAL BEACH CITY HALL  
211 8TH ST.  
SEAL BEACH, CA 90740

CITY ATTORNEY  
SELMA CITY HALL  
1814 TUCKER ST.  
SELMA, CA 93662

CITY CLERK  
SELMA CITY HALL  
1814 TUCKER ST.  
SELMA, CA 93662

CITY ATTORNEY  
TULARE CITY  
411 E. KERN AVE.  
TULARE, CA 93274

CITY CLERK  
TULARE CITY  
411 E. KERN AVE.  
TULARE, CA 93274

CITY ATTORNEY  
SIERRA MADRE CITY HALL  
232 W. SIERRA MADRE BLVD.  
SIERRA MADRE, CA 91024

CITY CLERK  
SIERRA MADRE CITY HALL  
232 W. SIERRA MADRE BLVD.  
SIERRA MADRE, CA 91024

CITY ATTORNEY  
SIGNAL HILL CITY HALL  
2175 CHERRY AVE.  
SIGNAL HILL, CA 90806

CITY CLERK  
SIGNAL HILL CITY HALL  
2175 CHERRY AVE.  
SIGNAL HILL, CA 90806

CITY ATTORNEY  
SIMI VALLEY CITY HALL  
2929 TAPO CANYON RD.  
SIMI VALLEY, CA 93065

CITY CLERK  
SIMI VALLEY CITY HALL  
2929 TAPO CANYON RD.  
SIMI VALLEY, CA 93065

CITY ATTORNEY  
SOLVANG CITY HALL  
1644 OAK STREET  
SOLVANG, CA 93463

CITY CLERK  
SOLVANG CITY HALL  
1644 OAK STREET  
SOLVANG, CA 93463

CITY ATTORNEY  
SOUTH EL MONTE CITY HALL  
1415 SANTA ANITA DR.  
SOUTH EL MONTE, CA 91733

CITY CLERK  
SOUTH EL MONTE CITY HALL  
1415 SANTA ANITA DR.  
SOUTH EL MONTE, CA 91733

CITY ATTORNEY  
SOUTH GATE CITY HALL  
8650 CALIFORNIA AVE.  
SOUTH GATE, CA 90280

CITY CLERK  
SOUTH GATE CITY HALL  
8650 CALIFORNIA AVE.  
SOUTH GATE, CA 90280

CITY ATTORNEY  
SOUTH PASADENA CITY HALL  
1414 MISSION STREET  
SOUTH PASADENA, CA 91030

CITY CLERK  
SOUTH PASADENA CITY HALL  
1414 MISSION STREET  
SOUTH PASADENA, CA 91030

CITY ATTORNEY  
STANTON CITY HALL  
7800 KATELLA ST.  
STANTON, CA 90680

CITY CLERK  
STANTON CITY HALL  
7800 KATELLA ST.  
STANTON, CA 90680

CITY ATTORNEY  
TAFT CITY HALL  
209 E. KERN ST.  
TAFT, CA 93268

CITY CLERK  
TAFT CITY HALL  
209 E. KERN ST.  
TAFT, CA 93268

CITY ATTORNEY  
TEHACHAPI CITY HALL  
115 SO. ROBINSON ST  
TEHACHAPI, CA 93561

CITY CLERK  
TEHACHAPI CITY HALL  
115 SO. ROBINSON ST  
TEHACHAPI, CA 93561

CITY ATTORNEY  
TEMECULA CITY  
41000 Main St.  
TEMECULA, CA 92590

CITY CLERK  
TEMECULA CITY  
41000 Main St.  
TEMECULA, CA 92590

CITY ATTORNEY  
TEMPLE CITY CITY HALL  
9701 LAS TUNAS  
TEMPLE CITY, CA 91780

CITY CLERK  
TEMPLE CITY CITY HALL  
9701 LAS TUNAS  
TEMPLE CITY, CA 91780

CITY ATTORNEY  
THOUSAND OAKS CITY HALL  
2100 E. THOUSAND OAKS BLVD.  
THOUSAND OAKS, CA 91362

CITY CLERK  
THOUSAND OAKS CITY HALL  
2100 E. THOUSAND OAKS BLVD.  
THOUSAND OAKS, CA 91362

CITY ATTORNEY  
TORRANCE CITY HALL  
3031 TORRANCE BLVD.  
TORRANCE, CA 90503

CITY CLERK  
TORRANCE CITY HALL  
3031 TORRANCE BLVD.  
TORRANCE, CA 90503

CITY ATTORNEY  
WOODLAKE CITY HALL  
350 NO. VALENCIA BLVD.  
WOODLAKE, CA 93286



CITY CLERK  
WHITTIER CITY HALL  
13230 PENN ST.  
WHITTIER, CA 96062

CITY ATTORNEY  
TUSTIN CITY HALL  
300 CENTENNIAL WAY  
TUSTIN, CA 92680

CITY CLERK  
TUSTIN CITY HALL  
300 CENTENNIAL WAY  
TUSTIN, CA 92680

CITY ATTORNEY  
UPLAND CITY HALL  
460 NO. EUCLID AVE.  
UPLAND, CA 91786

CITY CLERK  
UPLAND CITY HALL  
460 NO. EUCLID AVE.  
UPLAND, CA 91786

CITY ATTORNEY  
VENTURA CITY HALL  
P. O. BOX 99  
VENTURA, CA 93002

CITY CLERK  
VENTURA CITY HALL  
P. O. BOX 99  
VENTURA, CA 93002

CITY ATTORNEY  
VERNON CITY HALL  
4305 SANTA FE AVE.  
VERNON, CA 90058

CITY CLERK  
VERNON CITY HALL  
4305 SANTA FE AVE.  
VERNON, CA 90058

CITY CLERK  
CITY OF ALISO VIEJO  
12 JOURNEY, SUITE 100  
ALISO VIEJO, CA 92656

CITY ATTORNEY  
WHITTIER CITY HALL  
13230 PENN ST.  
WHITTIER, CA 96062

CITY ATTORNEY  
VILLA PARK CITY HALL  
17855 SANTIAGO BLVD.  
VILLA PARK, CA 92667

CITY CLERK  
VILLA PARK CITY HALL  
17855 SANTIAGO BLVD.  
VILLA PARK, CA 92667

CITY ATTORNEY  
VISALIA CITY HALL  
707 W. ACEQUIA ST.  
VISALIA, CA 93291

CITY CLERK  
VISALIA CITY HALL  
707 W. ACEQUIA ST.  
VISALIA, CA 93291

CITY ATTORNEY  
WALNUT CITY HALL  
21201 LA PUENTE RD.  
WALNUT, CA 91789

CITY CLERK  
WALNUT CITY HALL  
21201 LA PUENTE RD.  
WALNUT, CA 91789

CITY ATTORNEY  
WASCO CITY HALL  
746 8<sup>th</sup> STREET  
WASCO, CA 93280

CITY CLERK  
WASCO CITY HALL  
746 8<sup>th</sup> STREET  
WASCO, CA 93280

CITY ATTORNEY  
WEST COVINA CITY HALL  
1444 W. GARVEY AVE.  
WEST COVINA, CA 91790

CITY CLERK  
WEST COVINA CITY HALL  
1444 W. GARVEY AVE.  
WEST COVINA, CA 91790

CITY ATTORNEY  
WEST HOLLYWOOD CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA 90069

CITY CLERK  
WEST HOLLYWOOD CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA 90069

CITY ATTORNEY  
WESTLAKE VILLAGE CITY HALL  
31200 OAK CREST DRIVE  
WEST LAKE VILLAGE, CA 91361

CITY CLERK  
WESTLAKE VILLAGE CITY HALL  
31200 OAK CREST DRIVE  
WEST LAKE VILLAGE, CA 91361

CITY ATTORNEY  
WESTMINSTER CITY HALL  
8200 WESTMINSTER AVE.  
WESTMINSTER, CA 92683

CITY CLERK  
WESTMINSTER CITY HALL  
8200 WESTMINSTER AVE.  
WESTMINSTER, CA 92683

CITY ATTORNEY  
WESTMORLAND CITY HALL  
355 SO. CENTER ST.  
WESTMORLAND, CA 92281

CITY CLERK  
WESTMORLAND CITY HALL  
355 SO. CENTER ST.  
WESTMORLAND, CA 92281

CITY CLERK  
YUCCA VALLEY CITY HALL  
57090 29 PALMS HIGHWAY  
YUCCA VALLEY, CA 92284

CITY ATTORNEY  
YUCCA VALLEY CITY HALL  
57090 29 PALMS HIGHWAY  
YUCCA VALLEY, CA 92284

CITY CLERK  
TWENTYNINE PALMS CITY HALL  
6136 ADOBE ROAD  
TWENTYNINE PALMS, CA 92760

CITY CLERK  
WOODLAKE CITY HALL  
350 NO. VALENCIA BLVD.  
WOODLAKE, CA 93286

CITY CLERK  
YORBA LINDA CITY HALL  
4845 Casa Loma Avenue  
YORBA LINDA, CA 92685

CITY ATTORNEY  
YORBA LINDA  
4845 Casa Loma Avenue  
YORBA LINDA, CA 92885

CITY ATTORNEY  
YUCAIPA CITY  
34272 YUCAIPA BLVD.  
YUCAIPA, CA 92399

CITY CLERK  
YUCAIPA CITY  
34272 YUCAIPA BLVD.  
YUCAIPA, CA 92399

CITY ATTORNEY  
BUELLTON CITY HALL  
P.O. BOX 1819  
BUELLTON, CA 93427

CITY CLERK  
BUELLTON CITY HALL  
P.O. BOX 1819  
BUELLTON, CA 93427

CITY ATTORNEY  
CALABASAS CITY HALL  
100 CIVIC CENTER WAY  
CALABASAS, CA 91302

CITY CLERK  
CALABASAS CITY HALL  
100 CIVIC CENTER WAY  
CALABASAS, CA 91302

CITY ATTORNEY  
CALIMESA CITY HALL  
908 PARK AVENUE  
CALIMESA, CA 92320

CITY CLERK  
CALIMESA CITY HALL  
908 PARK AVENUE  
CALIMESA, CA 92320

CITY ATTORNEY  
CHINO HILLS  
14000 CITY CENTER DR  
CHINO HILLS, CA 91709-4869

CITY CLERK  
CHINO HILLS  
14000 CITY CENTER DR  
2ND FL  
CHINO HILLS, CA 91709-4869

CITY ATTORNEY  
LAGUNA HILLS CITY HALL  
24035 EL TORO RD.  
LAGUNA HILLS, CA 92653

CITY CLERK  
LAGUNA HILLS CITY HALL  
24035 EL TORO RD.  
LAGUNA HILLS, CA 92653

CITY ATTORNEY  
LAGUNA WOODS CITY HALL  
24035 EL TORO RD.  
LAGUNA HILLS, CA 92653-3488

CITY CLERK  
LAGUNA WOODS CITY HALL  
24264 EL TORO RD  
LAGUNA WOODS, CA 92653-3488

CITY CLERK  
LAKE FOREST CITY HALL  
25550 COMMERCENTRE DR., #100  
LAKE FOREST, CA 92630

CITY CLERK  
LAKE FOREST CITY HALL  
25550 COMMERCENTRE DR., #100  
LAKE FOREST, CA 92630

CITY ATTORNEY  
MALIBU CITY HALL  
23825 STUART RANCH RD  
MALIBU, CA 90265

CITY CLERK  
MALIBU CITY HALL  
23825 STUART RANCH ROAD  
MALIBU, CA 90265

CITY ATTORNEY  
TWENTYNINE PALMS CITY HALL  
6136 ADOBE ROAD  
TWENTYNINE PALMS, CA 92760